

AMR CONFIGURATION CONTRACT - ACE HARDWARE

AMR CONFIGURATION CONTRACT

THIS AMR CONFIGURATION CONTRACT (the "Agreement") is made effective as of
January 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal
business at 2500 Innovation Drive, Wilmington, DE 19801 ("NaviFloor")

and

ACE HARDWARE CORPORATION, a Delaware corporation with its principal
business at 2200 Kensington Court, Oak Brook, IL 60523 ("Client")

RECITALS

WHEREAS, NaviFloor specializes in the development and deployment of autonomous mobile robots ("AMRs") utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Client desires to engage NaviFloor to configure and implement solutions within Client's distribution facilities; and

WHEREAS, the parties desire to establish the terms and conditions under which NaviFloor will provide such configuration services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

- - 2 -

1 "AMR Fleet" means the collection of Autonomous Mobile Robots purchased

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2 "Configuration Services" means the services provided by NaviFloor to optimize

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3 "Facility" means Client's distribution center located at 1101 Distribution Parkway

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4 "NaviFloor Technology" means NaviFloor's proprietary terrain-mapping and

2. SCOPE OF SERVICES

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1 NaviFloor shall provide the following Configuration Services:

- (a) Initial facility mapping and digital twin creation
- (b) AMR Fleet navigation optimization
- (c) Traffic flow pattern configuration
- (d) Safety protocol implementation
- (e) Integration with Client's warehouse management system
- (f) Performance testing and validation

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2 Timeline. Configuration Services shall be completed within ninety (90) days.

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3 Dependencies. Client shall provide:

- (a) Facility access during agreed-upon implementation windows
- (b) Accurate facility documentation and floor plans

(c) Technical specifications for existing systems

(d) Designated project coordinator

3. COMPENSATION

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1 Configuration Fees. Client shall pay NaviFloor a total fee of \$275,000 for t

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2 Payment Schedule:

(a) 40% upon contract execution

(b) 30% upon completion of initial mapping

(c) 30% upon final system validation

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3 Expenses. Client shall reimburse reasonable travel and accommodation expenses.

4. INTELLECTUAL PROPERTY

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1 NaviFloor retains all rights, title, and interest in the NaviFloor Technology.

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2 Configuration deliverables specific to Client's facility layout shall be owned by Client.

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3 Client grants NaviFloor a limited license to use facility data solely for confidential analysis.

5. WARRANTIES AND LIMITATIONS

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1 NaviFloor warrants that Configuration Services will be performed in a professional

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2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAVIFLOOR MAKES NO WARRANTY

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3 Limitation of Liability. NaviFloor's total liability shall not exceed the amount

6. CONFIDENTIALITY

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1 Each party shall protect the other's confidential information with the same degree

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2 Confidentiality obligations survive termination of this Agreement for five (5) years

7. TERM AND TERMINATION

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1 Term. This Agreement commences on the Effective Date and continues un

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2 Termination for Cause. Either party may terminate for material breach upo

8. GENERAL PROVISIONS

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1 Independent Contractors. The parties are independent contractors.

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2 Force Majeure. Neither party shall be liable for delays due to circumstance

- - 8 -

3 Assignment. Neither party may assign without prior written consent.

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4 Governing Law. This Agreement is governed by Delaware law.

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5 Entire Agreement. This Agreement constitutes the entire understanding between the parties.

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6 Amendments. Modifications require written agreement of both parties.

9. NOTICES

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1 All notices shall be in writing and sent to:

For NaviFloor:

NaviFloor Robotics, Inc.

Attn: Legal Department

2500 Innovation Drive

Wilmington, DE 19801

For Client:

Ace Hardware Corporation

Attn: Distribution Operations

2200 Kensington Court

Oak Brook, IL 60523

IN WITNESS WHEREOF, the parties have executed this Agreement as of the
Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: Richard Torres

Title: Chief Operating Officer

Date:

ACE HARDWARE CORPORATION

By:

Name:

Title:

Date:

