

PERFORMANCE MONITORING TERMS

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AutoNation Fleet Management Agreement

Agreement No.: ANT-2023-1458

THIS PERFORMANCE MONITORING TERMS AGREEMENT (the "A
as of January 15, 2024 (the "Effective Date"), by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place
business at 2500 Innovation Drive, Wilmington, DE 19801 ("NaviFloor
"Provider")

AND - 1 -

AutoNation, Inc., a Delaware corporation with its principal place of business at 200 SW 1st Avenue, Fort Lauderdale, FL 33301 ("AutoNation" or "Client")

1. DEFINITIONS

1. "AMR Fleet" means the collective autonomous mobile robots provided by NaviFloor.
2. "Performance Metrics" means the quantitative and qualitative measures of the AMR Fleet's performance.
3. "Monitoring System" means NaviFloor's proprietary FleetWatch(TM) system.
4. "Reporting Period" means each calendar month during the Term.

2. PERFORMANCE MONITORING

1. ****System Implementation****

- (a) NaviFloor shall implement its Monitoring System across all deployed units.
- (b) The system shall maintain 99.9% uptime during operational hours.
- (c) All monitoring data shall be retained for a minimum of 24 months.

2. ****Key Performance Indicators****

- (a) Navigation Accuracy: 98.5% successful path completion
- (b) Collision Avoidance: Zero reportable incidents
- (c) Battery Performance: 95% adherence to charging schedules
- (d) Task Completion: 97% on-time task execution
- (e) System Response Time: 200ms average response time

3. REPORTING OBLIGATIONS

1. **Regular Reports**

NaviFloor shall provide:

- (a) Daily performance summaries
- (b) Weekly trend analysis
- (c) Monthly comprehensive reports
- (d) Quarterly executive summaries

2. **Report Content**

Each report shall include:

- (a) Performance against defined metrics
- (b) Incident logs and resolution status
- (c) System health indicators
- (d) Predictive maintenance alerts
- (e) Optimization recommendations

4. PERFORMANCE REMEDIATION

1. **Performance Deficiency**

If any Performance Metric falls below specified thresholds:

- (a) NaviFloor shall notify AutoNation within 24 hours
- (b) Provide root cause analysis within 72 hours
- (c) Submit remediation plan within 5 business days

2. **Remediation Process**

- (a) Implementation of corrective measures
- (b) Daily progress updates
- (c) Post-remediation validation testing
- (d) Documentation of resolution

5. SERVICE LEVEL CREDITS

1. **Credit Calculation**

Performance credits shall be calculated as follows:

- (a) Tier 1 violation: 5% of monthly fee
- (b) Tier 2 violation: 10% of monthly fee
- (c) Tier 3 violation: 15% of monthly fee

2. **Credit Application**

Credits shall be applied to the next monthly invoice following the viola

6. CONTINUOUS IMPROVEMENT

1. **Quarterly Reviews**

- (a) Performance trend analysis
- (b) Metric adjustment recommendations
- (c) Technology upgrade planning
- (d) Process optimization proposals

2. ****Annual Assessment****

- (a) Comprehensive performance evaluation
- (b) Metric recalibration
- (c) Technology roadmap update
- (d) Service level adjustment proposals

7. CONFIDENTIALITY

1. All performance data, reports, and analysis shall be treated as Confidential.

8. TERM AND TERMINATION

1. This Agreement shall commence on the Effective Date and continue until terminated.
2. Either party may terminate for material breach with 30 days' written notice.

9. GOVERNING LAW

1. This Agreement shall be governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NaviFloor Robotics, Inc.

By:

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

AutoNation, Inc.

By:

Name:

Title:

Date:

Schedule A: Performance Metrics [Attached]

Schedule B: Reporting Templates [Attached]

Schedule C: Service Level Credit Matrix [Attached]

