

ROBOT FLEET EXPANSION AGREEMENT - GIANT EAGLE

ROBOT FLEET EXPANSION AGREEMENT

THIS ROBOT FLEET EXPANSION AGREEMENT (the "Agreement") is made this 15th day of February, 2024, as of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Pittsburgh, PA 15222 ("NaviFloor" or "Provider")

and

GIANT EAGLE, INC., a Pennsylvania corporation with its principal place of business at 1000

business at 101 Kappa Drive, Pittsburgh, PA 15238 ("Giant Eagle" or "Customer")

RECITALS

WHEREAS, NaviFloor is engaged in the business of developing, manufacturing, and deploying autonomous mobile robots ("AMRs") utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Giant Eagle currently operates NaviFloor's AMR fleet management platform and robots at its Pittsburgh-area distribution centers under that certain Master Services Agreement dated March 1, 2023 (the "MSA");

WHEREAS, Giant Eagle desires to expand its existing AMR fleet and NaviFloor desires to provide additional robots and related services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein,

parties agree as follows:

1. DEFINITIONS

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1 "Additional Units" means the twenty-five (25) Model NF-350X autonomous

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2 "Deployment Sites" means Giant Eagle's distribution centers located at: (a)

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3 "Fleet Management Platform" means NaviFloor's proprietary software plat

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4 "Implementation Services" means the services described in Exhibit A requ

2. PURCHASE AND DEPLOYMENT

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1 Purchase. NaviFloor agrees to sell and Giant Eagle agrees to purchase the Additional Units.

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2 Delivery Schedule. NaviFloor shall deliver and deploy the Additional Units in two phases:

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Phase 1: 12 units by April 30, 2024

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Phase 2: 13 units by June 30, 2024

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3 Implementation Services. NaviFloor shall provide Implementation Services to Giant Eagle.

(a) Site mapping and terrain calibration

(b) Fleet Management Platform integration

(c) Staff training and certification

(d) Performance optimization and testing

3. PRICING AND PAYMENT

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1 Purchase Price. The total purchase price for the Additional Units shall be \$

(a) 40% upon execution of this Agreement

(b) 30% upon completion of Phase 1

(c) 30% upon completion of Phase 2

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2 Implementation Fees. Implementation Services shall be provided at the rate

- - 5 -

3 Ongoing Fees. Monthly subscription fees for the Fleet Management Platform.

4. WARRANTIES AND SUPPORT

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1 Hardware Warranty. NaviFloor warrants the Additional Units against defects in materials and workmanship for a period of 12 months from the date of delivery.

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2 Software Warranty. NaviFloor warrants that the Fleet Management Platform shall be free from material defects in the software for a period of 12 months from the date of delivery.

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3 Support Services. NaviFloor shall provide support services for the Additional Units for a period of 12 months from the date of delivery.

5. INTELLECTUAL PROPERTY

- - 6 -

1 NaviFloor retains all intellectual property rights in the Additional Units, FL

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2 Giant Eagle receives a non-exclusive license to use the Fleet Management

6. TERM AND TERMINATION

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1 Term. This Agreement shall commence on the Effective Date and continue

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2 Termination. Either party may terminate this Agreement for material breac

7. LIMITATION OF LIABILITY

- - 7 -

1 EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, N

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2 NAVIFLOOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHA

8. GENERAL PROVISIONS

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1 Integration. This Agreement, together with the MSA and exhibits, constitut

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2 Governing Law. This Agreement shall be governed by the laws of the Com

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3 Assignment. Neither party may assign this Agreement without the prior wr

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4 Force Majeure. Neither party shall be liable for delays caused by events be

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

GIANT EAGLE, INC.

By:

Name: 9 -

Title:

Date:

[Exhibits A, B, and C to follow]

