

# **INTEGRATION CONSULTING CONTRACT - BIG LOTS**

## **INTEGRATION CONSULTING SERVICES AGREEMENT**

THIS INTEGRATION CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into this 1st day of February, 2024, effective as of February 1, 2024 (the "Effective Date"), by and between:

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

and

BIG LOTS STORES, INC., an Ohio corporation with its principal place of business at 4900 E. Dublin Granville Road, Columbus, OH 43081 ("Client")

## **RECITALS**

WHEREAS, Consultant is in the business of providing autonomous mobile robots (AMR) solutions and related integration consulting services;

WHEREAS, Client desires to engage Consultant to provide certain integration consulting services related to the implementation of Consultant's AMR fleet management platform and autonomous mobile robots at Client's distribution centers; and

WHEREAS, Consultant desires to provide such services to Client under the terms and conditions set forth herein.

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

## 1. SERVICES

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1 **\*\*Scope of Services.\*\*** Consultant shall provide the following integration

- (a) Assessment and mapping of Client's distribution center floor plans and operational workflows
- (b) Development of customized AMR deployment strategies
- (c) Integration planning for NaviFloor's proprietary terrain-mapping system
- (d) Staff training and operational readiness assessment
- (e) Performance optimization and system calibration
- (f) Post-implementation support and monitoring

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2 **\*\*Service Locations.\*\*** Services shall be performed at Client's distribution

- - 3 -

200 Philips Road, Columbus, OH 43228

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1550 Distribution Way, Tremont, PA 17981

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4320 East Frontage Road, Durant, OK 74701

## **2. COMPENSATION**

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1 **\*\*Professional Fees.\*\*** Client shall pay Consultant professional fees of \$2

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2 **\*\*Payment Schedule.\*\*** Fees shall be paid according to the following sche

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40% upon execution of this Agreement

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30% upon completion of initial deployment

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30% upon final system acceptance

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3 **\*\*Expenses.\*\*** Client shall reimburse Consultant for reasonable travel and

### **3. TERM AND TERMINATION**

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1 **\*\*Term.\*\*** This Agreement shall commence on the Effective Date and con

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2 **\*\*Termination for Convenience.\*\*** Either party may terminate this Agree

- - 5 -

3 **\*\*Termination for Cause.\*\*** Either party may terminate this Agreement im

#### **4. INTELLECTUAL PROPERTY**

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1 **\*\*Ownership.\*\*** Consultant shall retain all right, title, and interest in its pr

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2 **\*\*License.\*\*** Consultant grants Client a non-exclusive license to use Cons

#### **5. CONFIDENTIALITY**

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1 **\*\*Definition.\*\*** "Confidential Information" means all non-public informati

- - 6 -

2 **\*\*Obligations.\*\*** Each party shall maintain the confidentiality of the other

## **6. WARRANTIES AND LIMITATIONS**

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1 **\*\*Service Warranty.\*\*** Consultant warrants that the Services will be performed

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2 **\*\*Disclaimer.\*\*** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONSULTANT

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3 **\*\*Limitation of Liability.\*\*** Neither party shall be liable for any indirect, consequential

## **7. INDEMNIFICATION**

- - 7 -

1 Consultant shall indemnify and hold Client harmless from any claims arising

## **8. INSURANCE**

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1 Consultant shall maintain professional liability insurance with coverage of

## **9. GENERAL PROVISIONS**

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1 **\*\*Assignment.\*\*** Neither party may assign this Agreement without the prior

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



- - 8 -

3 **\*\*Entire Agreement.\*\*** This Agreement constitutes the entire agreement between the parties.

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4 **\*\*Amendments.\*\*** This Agreement may be amended only by written instrument signed by both parties.

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5 **\*\*Notices.\*\*** All notices shall be in writing and delivered to the addresses set forth in the Exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the location set forth below.

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: Dr. Sarah Chen

Title: Chief Executive Officer

**Date:** - 9 -

BIG LOTS STORES, INC.

**By:**

**Name:**

**Title:**

**Date:**

