

FLEET MANAGEMENT SERVICE TERMS AND CONDITIONS

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FedEx Ground - Service Agreement No. FXG-2023-4891

THIS FLEET MANAGEMENT SERVICE AGREEMENT (the "Agreement") is made this January 15, 2024 (the "Effective Date"), by and between NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 250 Innovation Drive, Boston, MA 02210 ("Provider"), and FedEx Ground System, Inc., a Delaware corporation ("Customer").

1. DEFINITIONS

1 "AMR₁Fleet" means the collective autonomous mobile robots provided by Provider.

2 "Fleet Management Platform" means Provider's proprietary NaviCore Fleet Management Platform.

3 "Services" means the fleet management services, including deployment, monitoring, and optimization.

4 "Facility" means Customer's designated distribution centers where the AMR Fleet is deployed.

2. SERVICES AND IMPLEMENTATION

1 ****Scope of Services.**** Provider shall:

- (a) Deploy and maintain the Fleet Management Platform at Customer's Facility.
- (b) Provide real-time monitoring and control of the AMR Fleet.
- (c) Optimize robot traffic patterns and workflow efficiency.
- (d) Deliver monthly performance analytics and optimization recommendations.

(e) Provide 24/7 remote support and emergency response

2 ****Implementation Schedule.**** Provider shall implement the Services

(a) Phase 1: Initial deployment at pilot Facility within 45 days of Effective Date

(b) Phase 2: Full deployment across designated Facilities within 180 days

(c) Phase 3: Optimization and scaling as mutually agreed

3. PERFORMANCE STANDARDS

1 ****Service Level Requirements.**** Provider warrants that the Services

(a) 99.9% AMR Fleet uptime during operational hours

(b) Maximum response time of 15 minutes for critical issues

(c) Resolution of non-critical issues within 4 hours

(d) 98% successful completion rate for assigned tasks

2 **Performance Monitoring.** Provider shall monitor and report on pe

4. FEES AND PAYMENT

1 **Service Fees.** Customer shall pay:

- (a) Base monthly fee of \$75,000 per Facility
- (b) Variable fee based on AMR Fleet size and utilization
- (c) Implementation fees as specified in Exhibit A

2 **Payment Terms.** All fees are payable within 30 days of invoice d

5. TERM AND TERMINATION

1 ~~**Initial Term.** This Agreement shall remain in effect for thirty-six (3~~

2 ~~**Renewal.** Agreement shall automatically renew for successive 1~~

6. INTELLECTUAL PROPERTY

1 ~~**Ownership.** Provider retains all rights to the Fleet Management P~~

2 ~~**License Grant.** Provider grants Customer a non-exclusive licens~~

7. CONFIDENTIALITY

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

8. LIABILITY AND INDEMNIFICATION

1 ****Limitation of Liability.**** Provider's aggregate liability shall not exceed

2 ****Indemnification.**** Provider shall indemnify Customer against third

9. INSURANCE

1 Provider shall maintain commercial general liability insurance of at l

10. MISCELLANEOUS

1 ****Governing Law.**** This Agreement shall be governed by Delaware

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

3 ****Assignment.**** Neither party may assign this Agreement without pr

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date: January 15, 2024

FEDEX GROUND PACKAGE SYSTEM, INC.

By:

Name: [Authorized Signatory]

Title: [Title]

Date: - 7 -

