

DEPLOYMENT PLANNING AGREEMENT - GRAINGER

DEPLOYMENT PLANNING AGREEMENT

THIS DEPLOYMENT PLANNING AGREEMENT (the "Agreement") is made this 15th day of February, 2024 (the "Effective Date"), by and between:

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

and

W.W. GRAINGER, INC., an Illinois corporation with its principal place of business at 100 Grainger Parkway, Lake Forest, Illinois 60045 ("Grainger")

RECITALS

WHEREAS, NaviFloor is engaged in the business of developing and deploying autonomous mobile robots ("AMRs") and fleet management systems for industrial applications;

WHEREAS, Grainger desires to evaluate and plan for the potential deployment of NaviFloor's AMR solutions within its distribution centers; and

WHEREAS, the parties desire to establish the terms and conditions under which NaviFloor will provide deployment planning services to Grainger.

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

1. DEFINITIONS

- - 2 -

1 "Deployment Plan" means the comprehensive implementation strategy document

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2 "Facility Assessment" means the detailed evaluation of Grainger's design and

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

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4 "Project Timeline" means the schedule of activities and milestones as defined

2. SCOPE OF SERVICES

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1 NaviFloor shall provide the following deployment planning services:

(a) Conduct comprehensive Facility Assessments at up to three (3) Grainger distribution centers

(b) Develop detailed floor plans and navigation maps

(c) Analyze material flow patterns and operational requirements

(d) Prepare AMR fleet sizing recommendations

(e) Create implementation timelines and resource requirements

(f) Develop ROI analysis and performance metrics

(g) Prepare final Deployment Plan documentation

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2 Grainger shall:

(a) Provide facility access and relevant operational data

(b) Designate project liaison personnel

(c) Review and provide feedback on deliverables

(d) Facilitate stakeholder interviews and operational reviews

3. PROJECT TIMELINE AND DELIVERABLES

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1 The project shall be executed according to the Project Timeline in Exhibit A.

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2 Key deliverables shall include:

(a) Facility Assessment Reports (within 30 days of each site visit)

(b) Draft Deployment Plan (within 60 days of final site visit)

(c) Final Deployment Plan (within 90 days of final site visit)

4. FEES AND PAYMENT

- - 5 -

1 Grainger shall pay NaviFloor a fixed fee of \$175,000 for the services described in Exhibit A.

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2 Payment schedule:

(a) 40% upon Agreement execution

(b) 30% upon completion of all Facility Assessments

(c) 30% upon delivery of Final Deployment Plan

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3 Expenses for travel and accommodations shall be billed separately at cost plus 10%.

5. INTELLECTUAL PROPERTY

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1 All NaviFloor Technology, including improvements or modifications developed

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2 The Deployment Plan shall be owned by Grainger, subject to NaviFloor's use

6. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all non-public information

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2 The terms of the Mutual Non-Disclosure Agreement dated January 15, 202

7. TERM AND TERMINATION

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1 This Agreement shall commence on the Effective Date and continue until c

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2 Either party may terminate this Agreement upon 30 days' written notice for

8. LIMITATION OF LIABILITY

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1 Neither party shall be liable for any indirect, incidental, special, or consequ

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2 NaviFloor's total liability under this Agreement shall not exceed the fees p

9. GENERAL PROVISIONS

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1 This Agreement shall be governed by Delaware law.

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2 Any disputes shall be resolved in the state or federal courts of Delaware.

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3 This Agreement may be amended only by written instrument signed by both parties.

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4 Neither party may assign this Agreement without the other party's written consent.

10. NOTICES

All notices shall be in writing and sent to:

For NaviFloor:

NaviFloor Robotics, Inc.

Attn: Legal Department

2500 Innovation Drive

Wilmington, DE 19801

For Grainger:

W.W. Grainger, Inc.

Attn: Strategic Sourcing

100 Grainger Parkway

Lake Forest, IL 60045

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

NAVIFLOOR ROBOTICS, INC.

By: - 10 -

Name: James Wilson

Title: Chief Financial Officer

Date:

W.W. GRAINGER, INC.

By:

Name:

Title:

Date:

EXHIBIT A

[Project Timeline details to be attached]

