

SYSTEM INTEGRATION AGREEMENT - PROCTER & GAMBLE

SYSTEM INTEGRATION AGREEMENT

THIS SYSTEM INTEGRATION AGREEMENT (the "Agreement") is made
of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal
business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("NaviFloor"
"Integration Provider")

and

THE PROCTER & GAMBLE COMPANY, an Ohio corporation with its pri

business at 1 P&G Plaza, Cincinnati, Ohio 45202 ("P&G" or "Client")

RECITALS

WHEREAS, NaviFloor specializes in autonomous mobile robot ("AMR") system and fleet management platforms utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, P&G desires to implement NaviFloor's AMR system and associated technologies at designated manufacturing and distribution facilities; and

WHEREAS, the parties desire to establish terms and conditions under which NaviFloor will provide system integration services to P&G.

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

1. DEFINITIONS

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1 "Acceptance Criteria" means the criteria specified in Exhibit A that must be

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2 "Documentation" means user manuals, technical guides, and other material

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3 "Facilities" means the P&G manufacturing and distribution centers listed in

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4 "System" means NaviFloor's AMR fleet management platform, terrain-map

2. SCOPE OF SERVICES

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1 Integration Services. NaviFloor shall provide the following services:

- (a) System installation and configuration at designated Facilities
- (b) Integration with Client's existing warehouse management systems
- (c) Custom terrain mapping and navigation optimization
- (d) Staff training and knowledge transfer
- (e) Post-implementation support and maintenance

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2 Project Timeline. NaviFloor shall perform the services according to the pro

3. COMPENSATION AND PAYMENT

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1 Integration Fees. Client shall pay NaviFloor integration fees as specified in

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2 Payment Schedule. Payments shall be made according to the following sch

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30% upon contract execution

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40% upon system installation

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30% upon final acceptance

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3 Expenses. Client shall reimburse reasonable travel and accommodation exp

4. ACCEPTANCE TESTING

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1 Testing Period. NaviFloor shall conduct acceptance testing for 30 days following

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2 Acceptance Criteria. The System must meet all Acceptance Criteria outlined in

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3 Defect Resolution. NaviFloor shall promptly resolve any defects identified during

5. WARRANTIES AND REPRESENTATIONS

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1 NaviFloor warrants that:

(a) Services will be performed in a professional manner

(b) The System will conform to specifications for 12 months post-acceptance

(c) Implementation will not violate third-party intellectual property rights

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2 Exclusive Remedies. Client's exclusive remedies for warranty breaches shall be:

(a) Re-performance of deficient services

(b) Repair or replacement of non-conforming System components

6. INTELLECTUAL PROPERTY

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1 NaviFloor retains all intellectual property rights in the System, including m

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2 Client receives a non-exclusive license to use the System for internal busin

7. CONFIDENTIALITY

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1 Each party shall protect confidential information using reasonable security

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2 Confidentiality obligations survive termination for 5 years.

8. LIMITATION OF LIABILITY

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1 Neither party shall be liable for indirect, consequential, or punitive damage

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2 NaviFloor's total liability shall not exceed fees paid in the 12 months prece

9. TERM AND TERMINATION

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1 Term. This Agreement commences on the Effective Date and continues for

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2 Termination. Either party may terminate for material breach upon 30 days'

10. GENERAL PROVISIONS

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1 Assignment. Neither party may assign without prior written consent.

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2 Force Majeure. Neither party is liable for delays due to circumstances beyo

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3 Governing Law. This Agreement is governed by Ohio law.

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4 Dispute Resolution. Disputes shall be resolved through binding arbitration

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5 Entire Agreement. This Agreement constitutes the complete understanding

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

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date: _

THE PROCTER & GAMBLE COMPANY

By: _

Name: _

Title: _

Date: _

[Note: Exhibits A-E to be attached]

