

# **WAREHOUSE ASSESSMENT CONTRACT - FIVE BELOW**

## **WAREHOUSE ASSESSMENT CONTRACT**

THIS WAREHOUSE ASSESSMENT CONTRACT (the "Agreement") is made this 15th day of January 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, Massachusetts 02210 ("Contractor")

and

FIVE BELOW, INC., a Pennsylvania corporation with its principal place of business at 701 Market Street, Philadelphia, Pennsylvania 19106 ("Client")

## **RECITALS**

WHEREAS, Contractor specializes in autonomous mobile robot (AMR) systems and warehouse automation solutions utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Client operates multiple distribution centers and wishes to engage Contractor to perform a comprehensive assessment of its Houston, Texas warehouse facility for potential AMR implementation; and

WHEREAS, the parties desire to establish the terms and conditions under which such assessment services shall be provided.

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

## **1. SCOPE OF SERVICES**

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1 **\*\*Assessment Services.\*\*** Contractor shall perform a comprehensive ware

- (a) Floor surface analysis and mapping
- (b) Traffic flow pattern evaluation
- (c) Existing automation system integration assessment
- (d) Wireless network coverage analysis
- (e) Safety system evaluation
- (f) Throughput capacity analysis
- (g) Environmental condition assessment

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2 **\*\*Deliverables.\*\*** Contractor shall provide Client with:

- (a) Detailed assessment report
- (b) 3D facility mapping data
- (c) AMR implementation recommendations
- (d) Preliminary ROI analysis
- (e) Technical requirements documentation

## 2. TIMELINE AND ACCESS

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1 **\*\*Assessment Period.\*\*** The Assessment shall be conducted over a period

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2 **\*\*Facility Access.\*\*** Client shall provide Contractor's personnel with reason

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3 **\*\*Client Cooperation.\*\*** Client shall provide Contractor with:

- (a) Facility floor plans and technical documentation
- (b) Access to relevant personnel
- (c) Historical operational data
- (d) Safety protocols and requirements

### **3. COMPENSATION**

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1 **\*\*Assessment Fee.\*\*** Client shall pay Contractor a fixed fee of One Hundred

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2 **\*\*Payment Schedule.\*\***

- (a) 50% upon execution of this Agreement

(b) 25% upon completion of on-site assessment

(c) 25% upon delivery of final assessment report

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

## **4. INTELLECTUAL PROPERTY**

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1 **\*\*Pre-Existing IP.\*\*** Each party retains all rights in its pre-existing intellec

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2 **\*\*Assessment Materials.\*\*** All assessment methodologies, tools, and softw

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3 **\*\*Deliverables License.\*\*** Contractor grants Client a perpetual, non-exclus

## **5. CONFIDENTIALITY**

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1 **\*\*Confidential Information.\*\*** Each party shall maintain the confidentiality

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2 **\*\*Data Security.\*\*** Contractor shall comply with Client's reasonable security

## **6. REPRESENTATIONS AND WARRANTIES**

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1 **\*\*Contractor Warranties.\*\*** Contractor represents and warrants that:

(a) It has the expertise to perform the Assessment

(b) Services will be performed in a professional manner

(c) Deliverables will be accurate and complete

(d) It carries appropriate insurance coverage

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2 **\*\*Client Warranties.\*\*** Client represents and warrants that:

(a) It has the authority to enter into this Agreement

(b) It will provide accurate information

(c) It will maintain safe working conditions

## **7. LIMITATION OF LIABILITY**

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1 **\*\*Liability Cap.\*\*** Contractor's aggregate liability shall not exceed the amount

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2 **\*\*Exclusions.\*\*** Neither party shall be liable for indirect, consequential, or

## 8. 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.\*\*** Either party may terminate for material breach upon thir

## 9. GENERAL PROVISIONS

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1 **\*\*Independent Contractor.\*\*** Contractor is an independent contractor and n

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2 **\*\*Insurance.\*\*** Contractor shall maintain commercial general liability insurance.

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3 **\*\*Assignment.\*\*** Neither party may assign this Agreement without the other party's written consent.

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4 **\*\*Governing Law.\*\*** This Agreement shall be governed by Delaware law.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.  
Date.

NAVIFLOOR ROBOTICS, INC.

**By:**

Name: ~~Dr.~~ Sarah Chen

Title: Chief Executive Officer

**Date:**

FIVE BELOW, INC.

**By:**

**Name:**

**Title:**

**Date:**

