FLEET OPTIMIZATION CONTRACT - HARBOR FREIGHT

FLEET OPTIMIZATION CONTRACT

THIS FLEET OPTIMIZATION CONTRACT (the "Agreement") is made an of February 15, 2024 (the "Effective Date"), by and between:

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

and

HARBOR FREIGHT TOOLS USA, INC., a Delaware corporation with its p

of business at 26541 Agoura Road, Calabasas, CA 91302 ("Harbor Freight" ("Client")

RECITALS

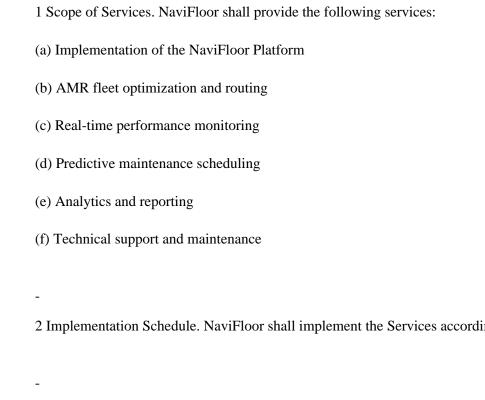
WHEREAS, NaviFloor specializes in autonomous mobile robot ("AMR") floor management and optimization solutions utilizing proprietary terrain-mapping navigation technology;

WHEREAS, Harbor Freight desires to engage NaviFloor to implement and roptimized AMR fleet management system across its designated distribution centers; and

WHEREAS, the parties desire to set forth the terms and conditions under when NaviFloor will provide such services to Harbor Freight.

NOW, THEREFORE, in consideration of the mutual covenants contained he
parties agree as follows:
1. DEFINITIONS
1 "AMR Fleet" means the collection of autonomous mobile robots owned or
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2 "Designated Facilities" means Harbor Freight's distribution centers located
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3 "NaviFloor Platform" means the proprietary software platform developed by
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4 "Services" means the fleet optimization services described in Section 2 and

2. SERVICES AND IMPLEMENTATION



- 3 Performance Standards. NaviFloor warrants that the Services will:
- (a) Meet or exceed the performance metrics specified in Exhibit C
- (b) Comply with all applicable laws and regulations
- (c) Be performed in a professional manner consistent with industry standards

3. FEES AND PAYMENT

1 Service Fees. Harbor Freight shall pay NaviFloor:

- (a) Initial implementation fee of \$275,000
- (b) Monthly subscription fee of \$45,000 per Designated Facility
- (c) Additional fees as specified in Exhibit D

2 Payment Terms. All invoices are due within 30 days of receipt. Late payment

4. TERM AND TERMINATION 1 Term. This Agreement shall commence on the Effective Date and continue 2 Renewal. This Agreement shall automatically renew for successive twelve 3 Termination for Cause. Either party may terminate this Agreement upon th 5. INTELLECTUAL PROPERTY 1 NaviFloor Property. NaviFloor shall retain all right, title, and interest in the

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2 License Grant. NaviFloor grants Harbor Freight a non-exclusive, non-trans

6. CONFIDENTIALITY

1 Definition. "Confidential Information" means all non-public information d

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- 2 Obligations. Each party shall:
- (a) Protect the other party's Confidential Information
- (b) Use such information only for purposes of this Agreement
- (c) Return or destroy such information upon request

7. LIMITATION OF LIABILITY

7 - 1 Limitation. NaviFloor's aggregate liability under this Agreement shall not on the control of the cont
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2 Exclusions. Neither party shall be liable for indirect, incidental, or consequ
8. MISCELLANEOUS
- 1 Insurance. NaviFloor shall maintain insurance coverage as specified in Exl
- 2 Force Majeure. Neither party shall be liable for delays due to causes beyon
- 3 Assignment. Neither party may assign this Agreement without the other party

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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
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:

HADDOD EDELCHT TOOL GILGAING
HARBOR FREIGHT TOOLS USA, INC.
By:
Name:
Title:
Date:
[Exhibits A-E to be attached]

