

FLEET OPTIMIZATION AGREEMENT - CVS DISTRIBUTION

FLEET OPTIMIZATION AGREEMENT

THIS FLEET OPTIMIZATION AGREEMENT (the "Agreement") is made and entered into as of February 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 ("NaviFloor"), and CVS Distribution LLC, a Rhode Island limited liability company with its principal place of business at 1 CVS Drive, Woonsocket, Rhode Island 02895 ("Custo

RECITALS

WHEREAS, NaviFloor provides advanced autonomous mobile robot ("AMR") fleet management solutions and proprietary terrain-mapping technology for warehouse and distribution center environments;

WHEREAS, Customer operates multiple distribution centers throughout the United States and desires to optimize its warehouse operations through implementation of NaviFloor's AMR fleet management platform and associated services; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions under which NaviFloor will provide its fleet optimization solutions to Customer.

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

1. DEFINITIONS

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1 "Authorized Users" means Customer's employees and contractors who are

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2 "Documentation" means NaviFloor's user manuals, handbooks, and guides

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3 "Platform" means NaviFloor's proprietary AMR fleet management software

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4 "Services" means the implementation, configuration, training, support, and

2. LICENSE AND SERVICES

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1 ****Platform License****. Subject to the terms and conditions of this Agreement

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2 ****Implementation Services****. NaviFloor shall provide the following implementation services:

- (a) Initial facility assessment and mapping
- (b) Platform configuration and customization
- (c) Integration with Customer's warehouse management system
- (d) User training and documentation
- (e) Fleet deployment support

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3 ****Ongoing Services****. NaviFloor shall provide:

- (a) 24/7 technical support
- (b) Quarterly performance optimization reviews
- (c) Software updates and maintenance
- (d) Fleet performance analytics and reporting

3. CUSTOMER RESPONSIBILITIES

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1 Customer shall:

- (a) Provide access to facilities and systems necessary for implementation
- (b) Designate a project manager as primary point of contact
- (c) Ensure network infrastructure meets specified requirements
- (d) Maintain environmental conditions suitable for AMR operation
- (e) Complete required training programs

4. FEES AND PAYMENT

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1 ****Implementation Fees****. Customer shall pay implementation fees of \$75

(a) 40% upon execution of this Agreement

(b) 30% upon completion of initial deployment

(c) 30% upon final acceptance

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2 ****Monthly Service Fees****. Customer shall pay monthly service fees of \$4.

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3 ****Payment Terms****. All invoices are due within 30 days of receipt.

5. 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 for Cause****. Either party may terminate this Agreement upon

6. INTELLECTUAL PROPERTY

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1 NaviFloor retains all right, title, and interest in the Platform, including all i

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2 Customer shall not: (a) modify, copy, or create derivative works; (b) revers

7. CONFIDENTIALITY

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1 Each party shall protect the other's Confidential Information with the same

8. WARRANTIES AND LIMITATIONS

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1 NaviFloor warrants that the Platform will perform substantially in accordance with the specifications set forth herein.

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2 EXCEPT AS EXPRESSLY SET FORTH HEREIN, NAVIFLOOR MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

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1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR REVENUE, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PLATFORM.

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2 NAVIFLOOR'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE USER TO NAVIFLOOR FOR THE SERVICES PROVIDED.

10. MISCELLANEOUS

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1 ****Force Majeure****. Neither party shall be liable for delays due to causes b

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2 ****Assignment****. Neither party may assign this Agreement without the pri

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3 ****Governing Law****. This Agreement shall be governed by the laws of the

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4 ****Entire Agreement****. This Agreement constitutes the entire agreement b

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

NAVIELQOR ROBOTICS, INC.

By:

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

CVS DISTRIBUTION LLC

By:

Name:

Title:

Date:

