ROBOT CONFIGURATION CONTRACT - SYSCO METRO

ROBOT CONFIGURATION CONTRACT

THIS ROBOT CONFIGURATION CONTRACT (the "Agreement") is made

January 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")

and

SYSCO METRO LLC, a Texas limited liability company with its principal p

business at 1390 Distribution Way, Houston, TX 77002 ("Client")

RECITALS

WHEREAS, NaviFloor is engaged in the business of developing and deployi

autonomous mobile robots ("AMRs") with proprietary terrain-mapping and

navigation technology;

WHEREAS, Client desires to engage NaviFloor to configure and optimize A

systems for Client's distribution center located at 1390 Distribution Way,

Houston, TX 77002 (the "Facility"); and

WHEREAS, the parties desire to set forth the terms and conditions under wh

NaviFloor will provide such configuration services.

NOW, THEREFORE, in consideration of the mutual covenants contained he

parties agree as follows:

1. DEFINITIONS[2]

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1 "Configuration Services" means the services described in Exhibit A, includ

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2 "Documentation" means all technical specifications, user manuals, and ope

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3 "NaviFloor Technology" means NaviFloor's proprietary LiDAR-based map

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4 "System" means the complete AMR deployment, including hardware, softv

2. SCOPE OF SERVICES

1 NaviFloor shall provide the Configuration Services for Client's fleet of twe

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2 Configuration Services shall include:

(a) Initial facility mapping and digital twin creation

(b) Navigation parameter optimization

(c) Traffic flow pattern configuration

(d) Safety zone implementation

(e) Integration with Client's warehouse management system

(f) Performance testing and validation

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3 Timeline. Configuration Services shall commence within fourteen (14) day

3. CLIENT OBLIGATIONS

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1 Client shall:

(a) Provide NaviFloor with necessary access to the Facility

(b) Ensure facility conditions remain stable during configuration

(c) Designate a primary point of contact

(d) Supply accurate facility documentation and specifications

(e) Make available necessary IT infrastructure and network access

4. FEES AND PAYMENT

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1 Configuration Fee. Client shall pay NaviFloor a configuration fee of $175,0

2 Payment Schedule:

(a) 40% upon contract execution

(b) 30% upon completion of initial mapping

(c) 30% upon final system validation

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3 Expenses. Client shall reimburse reasonable travel and accommodation exp

5. INTELLECTUAL PROPERTY

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1 NaviFloor retains all rights to NaviFloor Technology and any improvemen

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2 Client receives a non-exclusive, non-transferable license to use the configu

3 Configuration data specific to Client's facility shall be owned by Client.

6. WARRANTIES AND LIMITATIONS

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1 NaviFloor warrants that Configuration Services will be performed in a prof

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2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAVIFLOOR MAKE

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3 Limitation of Liability. NaviFloor's total liability shall not exceed the Conf

7. CONFIDENTIALITY

1 Each party shall protect the other's confidential information with the same

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2 Confidentiality obligations survive termination for three (3) years.

8. TERM AND TERMINATION

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

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2 Termination for Cause. Either party may terminate for material breach upo

9. GENERAL PROVISIONS

1 Independent Contractors. The parties are independent contractors.

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

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

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4 Governing Law. This Agreement is governed by Delaware law.

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5 Entire Agreement. This Agreement constitutes the entire understanding bet

SIGNATURES

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

Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: Richard Torres

Title: Chief Operating Officer

Date:

SYSCO METRO LLC

By:

Name:

Title:

Date:

EXHIBIT A

[Detailed Configuration Services Specification]

[Not included in this document]