

FLEET EXPANSION AGREEMENT - SAMSUNG ELECTRONICS

FLEET EXPANSION AGREEMENT

THIS FLEET EXPANSION AGREEMENT (the "Agreement") is made and
February 15, 2024 (the "Effective Date"), by and between:

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

and

SAMSUNG ELECTRONICS CO., LTD., a corporation organized under the
Republic of Korea, with its principal place of business at 129 Samsung-ro,

Yeongtong-gu, Suwon-si, Gyeonggi-do, Korea ("Samsung")

RECITALS

WHEREAS, NaviFloor is engaged in the business of developing and deploying autonomous mobile robots ("AMRs") utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Samsung desires to expand its existing AMR fleet with NaviFloor's advanced robotics solutions for its manufacturing facilities; and

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions under which NaviFloor will supply additional AMR units and related services to Samsung.

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

parties agree as follows:

1. DEFINITIONS

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1 "AMR Units" means the NaviFloor NT-750 autonomous mobile robots equipped with

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2 "Deployment Site" means Samsung's manufacturing facility located at [Facility Name]

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3 "Fleet Management Platform" means NaviFloor's proprietary software platform

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4 "Support Services" means the maintenance, technical support, and software updates

2. PURCHASE AND DEPLOYMENT

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1 Initial Order. Samsung hereby agrees to purchase fifty (50) AMR Units at the

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2 Delivery Schedule. NaviFloor shall deliver and deploy the AMR Units according to the following schedule:

(a) Phase 1: Twenty (20) units by April 30, 2024

(b) Phase 2: Thirty (30) units by June 30, 2024

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3 Acceptance Testing. Each AMR Unit shall undergo acceptance testing pursuant to the

3. LICENSE AND IMPLEMENTATION

- - 4 -

1 Software License. NaviFloor grants Samsung a non-exclusive, non-transferable

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2 Implementation Services. NaviFloor shall provide the following implementation

(a) Site mapping and terrain analysis

(b) Fleet Management Platform installation and configuration

(c) Integration with Samsung's existing systems

(d) Personnel training as specified in Exhibit E

4. PAYMENT TERMS

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1 Purchase Price. The total purchase price for the AMR Units and implementation

(a) 30% upon execution of this Agreement

(b) 35% upon completion of Phase 1 deployment

(c) 35% upon completion of Phase 2 deployment

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2 Annual Support Fees. Samsung shall pay annual support fees as specified in

5. WARRANTIES AND SUPPORT

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1 Hardware Warranty. NaviFloor warrants each AMR Unit against defects in

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2 Software Warranty. NaviFloor warrants that the Fleet Management Platform

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3 Support Services. NaviFloor shall provide Support Services in accordance

6. INTELLECTUAL PROPERTY

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1 Ownership. NaviFloor retains all intellectual property rights in the AMR U

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2 Improvements. Any improvements or modifications developed during the i

7. CONFIDENTIALITY

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1 Each party shall maintain the confidentiality of all proprietary information

8. LIMITATION OF LIABILITY

- - 7 -

1 Neither party's liability shall exceed the total purchase price paid under this

9. TERM AND TERMINATION

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1 Term. This Agreement shall commence on the Effective Date and continue

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2 Termination. Either party may terminate this Agreement upon material bre

10. GENERAL PROVISIONS

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1 Governing Law. This Agreement shall be governed by the laws of the State

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2 Dispute Resolution. Any disputes shall be resolved through binding arbitra

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3 Force Majeure. Neither party shall be liable for delays caused by circumsta

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4 Assignment. Neither party may assign this Agreement without the prior wr

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5 Entire Agreement. This Agreement, including all Exhibits, constitutes the e

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

NAVIFLOOR ROBOTICS, INC.

By: - 9 -

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

SAMSUNG ELECTRONICS CO., LTD.

By:

Name: [Authorized Representative]

Title: [Title]

Date:

[Note: Exhibits A-G to be attached]

