

ROBOT PERFORMANCE GUARANTEE - NIKE LOGISTICS

ROBOT PERFORMANCE GUARANTEE AGREEMENT

THIS ROBOT PERFORMANCE GUARANTEE 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, Wilmington, Delaware 19801 ("Guarantor")

AND

NIKE, INC., an Oregon corporation with its principal place of business at One Bowerman Drive, Beaverton, Oregon 97005 ("Customer")

RECITALS

WHEREAS, Guarantor has entered into that certain Master Services Agreement dated January 15, 2024 (the "MSA") with Customer for the deployment of autonomous mobile robots ("AMRs") at Customer's logistics facilities;

WHEREAS, Customer requires certain performance guarantees regarding the operational capabilities and efficiency metrics;

WHEREAS, Guarantor desires to provide such guarantees in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

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1 "Guaranteed Performance Metrics" means the operational performance stan

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2 "Measurement Period" means each consecutive thirty (30) day period follo

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3 "Performance Credit" means the monetary credit due to Customer as calcul

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4 "System" means the collective AMR fleet, NaviFloor control software, and

2. PERFORMANCE GUARANTEES

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1 Guarantor hereby guarantees that the System will meet or exceed the Guar

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2 Performance shall be measured using Guarantor's standard monitoring tool

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3 The following minimum performance levels are guaranteed:

(a) 98.5% System uptime during operational hours

(b) 99.5% successful completion rate for assigned tasks

(c) Average task completion time within 110% of specified targets

(d) Less than 0.1% navigation errors per 10,000 movements

3. REMEDIES AND CREDITS

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1 If the System fails to meet any Guaranteed Performance Metric during a M

(a) 5% of monthly service fees for each 0.5% below guaranteed uptime

- (b) 3% of monthly service fees for each 0.5% below task completion rate
- (c) 2% of monthly service fees for each 5% excess in completion time
- (d) 5% of monthly service fees for each 0.05% excess in navigation errors

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2 The maximum aggregate Performance Credit for any Measurement Period

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3 Performance Credits shall be applied against future invoices or paid in cash

4. EXCLUSIONS

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1 Performance guarantees shall not apply during:

- (a) Scheduled maintenance windows

(b) Force majeure events

(c) Customer-caused disruptions

(d) Network or power outages not attributable to Guarantor

(e) Initial 30-day deployment stabilization period

5. REPORTING AND VERIFICATION

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1 Guarantor shall provide detailed performance reports within five (5) business days of the end of each reporting period.

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2 Customer may audit performance data upon reasonable notice, not to exceed 30 days prior to the audit.

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3 Any disputes regarding performance measurements shall be resolved through arbitration.

6. TERM AND TERMINATION

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1 This Agreement shall commence on the Effective Date and continue for the

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2 Customer may terminate this Agreement upon thirty (30) days' notice if Gu

7. GENERAL PROVISIONS

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1 This Agreement shall be governed by Delaware law.

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2 This Agreement may be executed in counterparts and by electronic signature

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3 This Agreement constitutes the entire agreement regarding performance gu

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Date:

NIKE, INC.

By:

Name: - 8 -

Title:

Date:

EXHIBIT A

[Detailed Guaranteed Performance Metrics]

[To be attached]

