

EXTENDED WARRANTY CONTRACT - UPS SORTING FACILITY

EXTENDED WARRANTY CONTRACT

UPS Sorting Facility Installation - Autonomous Mobile Robot System

THIS EXTENDED WARRANTY CONTRACT (the "Agreement") is made
February 15, 2024 (the "Effective Date")

BY AND BETWEEN:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 10000 N. 10th Ave., Suite 100, Denver, CO 80231

AND

United Parcel Service of America, Inc., a Delaware corporation with its

1. DEFINITIONS

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1 "Covered Equipment" means the autonomous mobile robot system installed

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24 NF-AMR3000 autonomous mobile robots

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NaviFloor Central Control System (Version 4.2)

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Associated charging stations and docking infrastructure

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Terrain mapping sensors and navigation beacons

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All integrated software and firmware

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2 "Standard Warranty Period" means the initial twelve (12) month warranty period

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3 "Extended Warranty Period" means the additional thirty-six (36) month period

2. EXTENDED WARRANTY COVERAGE

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1 ****Term****: NaviFloor agrees to provide warranty coverage for the Covered Product

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2 ****Scope of Coverage****: This extended warranty includes:

a) Repair or replacement of defective components

- b) Software updates and security patches
- c) Preventive maintenance services
- d) 24/7 technical support
- e) On-site emergency response within 4 hours
- f) Quarterly system optimization and calibration

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3 ****Exclusions****: This warranty does not cover:

- a) Damage from misuse or negligence
- b) Unauthorized modifications
- c) Environmental damage
- d) Normal wear and tear
- e) Consumable items

f) Third-party software not provided by NaviFloor

3. MAINTENANCE AND SUPPORT SERVICES

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1 ****Scheduled Maintenance****: NaviFloor shall perform:

- a) Monthly preventive maintenance inspections
- b) Quarterly system performance audits
- c) Semi-annual comprehensive diagnostics
- d) Annual safety certification

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2 ****Response Times****:

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Critical Issues: 4-hour response

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Major Issues: 8-hour response

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Minor Issues: 24-hour response

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3 ****Software Updates****: All software updates, patches, and security fixes w

4. FINANCIAL TERMS

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1 ****Extended Warranty Fee****: Customer shall pay \$475,000 annually, payal

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2 ****Payment Schedule****: Payments are due on the first day of each quarter,

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3 ****Late Payments****: Payments received after 15 days shall incur a 1.5% m

5. PERFORMANCE GUARANTEES

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1 ****System Uptime****: NaviFloor guarantees 99.5% system uptime, measure

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2 ****Performance Metrics****:

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Navigation Accuracy: $\pm 5\text{mm}$

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Battery Performance: 90% of original capacity

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Processing Speed: <50ms latency

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Error Rate: <0.1% per 10,000 operations

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3 ****Remedies****: Failure to meet performance guarantees shall result in serv

6. LIMITATIONS OF LIABILITY

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1 NaviFloor's total liability under this Agreement shall not exceed the total f

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2 Neither party shall be liable for indirect, special, or consequential damages

7. TERMINATION

- - 8 -

1 Either party may terminate this Agreement upon 90 days' written notice if t

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2 Upon termination, NaviFloor shall refund any prepaid fees on a pro-rata ba

8. CONFIDENTIALITY

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1 Both parties shall maintain the confidentiality of all proprietary information

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2 This obligation survives termination of this Agreement for a period of five

9. GOVERNING LAW

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

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2 Any disputes shall be resolved in the state or federal courts located in Dela

10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and
supersedes all prior agreements regarding the extended warranty coverage.

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

NaviFloor Robotics, Inc.

By:

Name: Jones Wilson

Title: Chief Financial Officer

Date:

United Parcel Service of America, Inc.

By:

Name:

Title:

Date:

