

SERIES B PREFERRED STOCK VOTING AGREEMENT

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THIS SERIES B PREFERRED STOCK VOTING AGREEMENT (this "Agreement") was entered into as of March 15, 2021, by and among NAVIFLOOR ROBOTICS, a Delaware corporation (the "Company"), the holders of Series B Preferred Stock listed on Exhibit A hereto (the "Series B Investors"), and the holders of Series C Preferred Stock listed on Exhibit B hereto (the "Key Holders").

RECITALS

WHEREAS, the Company is seeking to issue and sell shares of the Company's

B Preferred Stock pursuant to that certain Series B Preferred Stock Purchase Agreement dated March 15, 2021 (the "Purchase Agreement");

WHEREAS, the Key Holders and Series B Investors desire to establish the rights and obligations regarding the voting of shares of the Company's common stock and the election of directors of the Company;

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

1. VOTING PROVISIONS

1.1 Size of Board

The parties shall vote their shares to ensure that the size of the Board of Directors shall be set at seven (7) directors.

1.2 Board Composition

The parties shall vote their shares to ensure the election of:

(a) Two (2) directors designated by Autonomy Ventures III, LP, as the Series B Investor, for so long as it holds at least 10% of the Company's outstanding capital stock (the "Series B Directors");

(b) One (1) director designated by the holders of Series A Preferred Stock (the "Series A Director");

(c) Two (2) directors who shall be (i) Dr. Sarah Chen and (ii) Marcus D. [Name], so long as they remain employed by the Company (the "Founder Directors");

(d) One (1) independent director mutually agreed upon by the Board (the "Independent Director"); and

(e) One (1) director designated by the holders of Common Stock (the

Director³).

2. DRAG-ALONG RIGHTS

2.1 Definitions

A "Sale of the Company" shall mean: (i) a merger or consolidation of the Company with or into another entity; (ii) the sale, transfer, or other disposition of all or substantially all of the Company's assets; or (iii) the transfer of more than 50% of the Company's voting power.

2.2 Actions to be Taken

If holders of at least 66 % of the Series B Preferred Stock (the "Selling Investors") approve a Sale of the Company, each stockholder party hereto agrees to:

- (a) Vote all shares in favor of such Sale of the Company;
- (b) Execute all necessary documentation;
- (c) Take all necessary actions to facilitate such transaction;
- (d) Refrain from exercising any dissenters' rights.

3. REMEDIES

3.1 Specific Enforcement

The parties agree that irreparable damage would occur if any provision of the Agreement were not performed in accordance with its terms. Accordingly, the parties shall be entitled to specific performance of the terms hereof.

3.2 Termination of Certain Rights

The rights and obligations under Section 1 shall terminate upon the expiration of the term of the Agreement.

(a) The closing of a Qualified IPO;

(b) A Sale of the Company; or

(c) The written consent of holders of at least 66 % of the Series B Preferred Stock.

4. MISCELLANEOUS

4.1 Term

This Agreement shall terminate upon the earlier of:

(a) The tenth anniversary of the date hereof;

(b) The closing of a Qualified IPO; or

(c) A Sale of the Company.

4.2 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4.3 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Delaware, without regard to conflicts of law principles.

4.4 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

4.5 Amendment and Waiver

This Agreement may be amended or modified only with the written consent of (i) the Company, (ii) the holders of at least 66 % of the Series B Preferred Stock, and (iii) the Key Holders holding a majority of shares held by all Key Holders.

4.6 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Series B Preferred Stock Voting Agreement as of the date first written above.

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

SERIES B INVESTORS:

[Signature pages for Series B Investors to follow]

KEY HOLDERS:

[Signature pages for Key Holders to follow]

EXHIBIT A

Series B Investors

Autonomy Ventures III, LP

RoboTech Growth Fund II

Industrial Innovation Capital

[Additional investors to be listed]

EXHIBIT B

Key Holders

Dr. Sarah Chen

Marcus Depth

Richard Torres

[Additional key holders to be listed]

