

# **EQUIPMENT LEASE TERMS - CARDINAL HEALTH**

## **EQUIPMENT LEASE AGREEMENT**

**Between NaviFloor Robotics, Inc. and Cardinal Health**

THIS EQUIPMENT LEASE AGREEMENT (the "Agreement") is made effective as of January 1, 2024 (the "Effective Date"), by and between NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 2500 Innovation Drive, Boston, MA 02210 ("Lessor"), and Cardinal Health, Inc., an Ohio corporation ("Lessee").

### **1. EQUIPMENT LEASED**

- - 1 -

1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the

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Ten (10) NaviFloor AMR-350X Autonomous Mobile Robots

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Two (2) NaviFloor Central Control Stations (Model CCS-2024)

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Associated charging stations and docking infrastructure

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All related software licenses and updates as specified in Exhibit A

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2 The Equipment shall be delivered and installed at Lessee's facility located at

## **2. TERM AND RENEWAL**

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1 Initial Term: The initial term of this lease shall be thirty-six (36) months, c

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2 Renewal Options: Lessee shall have the option to renew this Agreement fo

### **3. RENT AND PAYMENT TERMS**

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1 Base Rent: Lessee shall pay monthly rent of \$45,000 USD ("Base Rent"), p

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2 Initial Payment: The first month's rent shall be due upon execution of this A

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3 Late Charges: Payments received after the fifth (5th) day of any month sha

## **4. MAINTENANCE AND SUPPORT**

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### **1 Lessor Responsibilities:**

- a) Quarterly preventive maintenance inspections
- b) Software updates and patches
- c) 24/7 remote monitoring and support
- d) Emergency on-site service within 4 hours of notification
- e) Replacement parts and labor for normal wear and tear

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### **2 Lessee Responsibilities:**

- a) Daily basic maintenance as specified in the Operations Manual
- b) Maintaining proper environmental conditions

- c) Reporting any malfunctions within 24 hours
- d) Providing secure network access for remote monitoring

## **5. WARRANTIES AND REPRESENTATIONS**

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1 Lessor warrants that:

- a) The Equipment shall perform according to specifications in Exhibit C
- b) All maintenance and support services will be performed in a professional manner
- c) The Equipment is free from defects in materials and workmanship

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2 Disclaimer: EXCEPT AS EXPRESSLY SET FORTH HEREIN, LESSOR

## **6. INSURANCE AND LIABILITY**

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1 Insurance Requirements: Lessee shall maintain:

- a) Commercial General Liability insurance: \$5,000,000 per occurrence
- b) Property insurance covering full replacement value of Equipment
- c) Workers' Compensation insurance as required by law

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2 Liability Limitation: Lessor's liability shall not exceed the total lease payment

## **7. TERMINATION**

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1 Early Termination: Lessee may terminate this Agreement upon 180 days' written notice

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2 Default Termination: Either party may terminate upon material breach rem

## **8. CONFIDENTIALITY**

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1 Both parties shall maintain the confidentiality of all proprietary information

## **9. GOVERNING LAW AND JURISDICTION**

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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**

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1 This Agreement, including all Exhibits, constitutes the entire agreement between the parties.

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

### **LESSOR:**

NaviFloor Robotics, Inc.

### **By:**

Name: James Wilson

Title: Chief Financial Officer

### **Date:**



**LESSEE:**

Cardinal Health, Inc.

**By:**

**Name:**

**Title:**

**Date:**

