

WARRANTY EXTENSION AGREEMENT - JOHNSON & JOHNSON

WARRANTY EXTENSION AGREEMENT

THIS WARRANTY EXTENSION AGREEMENT (the "Agreement") is made this 15th day of February 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 ("NaviFloor")

and

Johnson & Johnson, a New Jersey corporation with its principal place of business at One Johnson & Johnson Plaza, New Brunswick, New Jersey 08933 ("Johnson & Johnson")

RECITALS

WHEREAS, NaviFloor manufactures and sells autonomous mobile robots ("AMRs") and related fleet management systems incorporating proprietary terrain-mapping and navigation technology;

WHEREAS, Customer has purchased certain AMR units and related systems from NaviFloor pursuant to that certain Master Purchase Agreement dated June 1, 2018 (the "Original Agreement");

WHEREAS, the standard warranty period under the Original Agreement is twelve (12) months from the date of delivery; and

WHEREAS, Customer desires to extend the warranty coverage for certain AMRs, and NaviFloor is willing to provide such extended warranty coverage under the terms and conditions set forth herein.

NOW, ~~THE~~²HEREFORE, in consideration of the mutual covenants contained here
other good and valuable consideration, the receipt and sufficiency of which a
hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

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1 "Covered Equipment" means the specific AMR units and related systems i

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2 "Extended Warranty Period" means the additional warranty coverage perio

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3 "Warranty Services" means the repair, maintenance, and replacement servi

2. EXTENDED WARRANTY COVERAGE

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1 Term Extension. NaviFloor hereby extends the warranty period for the Cov

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2 Scope of Coverage. During the Extended Warranty Period, NaviFloor shall

(a) Repair or replacement of defective components in the Covered Equipment

(b) Software updates and patches for the fleet management system;

(c) Remote diagnostic services;

(d) On-site technical support within 48 hours of service request;

(e) Replacement parts and materials; and

(f) Labor costs associated with warranty repairs.

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3 Exclusions. The extended warranty coverage explicitly excludes:

- (a) Damage resulting from misuse, abuse, or negligence;
- (b) Unauthorized modifications to the Covered Equipment;
- (c) Normal wear and tear;
- (d) Consumable items (e.g., batteries, wheels);
- (e) Damage caused by environmental conditions outside specified operating parameters; and
- (f) Third-party software or hardware not supplied by NaviFloor.

3. CUSTOMER OBLIGATIONS

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1 Maintenance Requirements. Customer shall:

- (a) Maintain the Covered Equipment in accordance with NaviFloor's specifications;

- (b) Provide adequate environmental conditions as specified in the user manual;
- (c) Allow NaviFloor reasonable access to the Covered Equipment;
- (d) Maintain accurate maintenance and operation logs; and
- (e) Ensure only trained personnel operate the Covered Equipment.

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2 Service Requests. Customer shall submit all warranty service requests through

4. FEES AND PAYMENT

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1 Extended Warranty Fee. Customer shall pay NaviFloor a fee of \$175,000 for

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Year 1: \$87,500 due upon execution

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Year 2: \$87,500 due on first anniversary

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2 Additional Charges. Customer shall be responsible for:

(a) Expedited service fees outside normal business hours

(b) Travel expenses for on-site support beyond 100-mile radius

(c) Repairs or replacements excluded from warranty coverage

5. LIMITATION OF LIABILITY

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1 Maximum Liability. NaviFloor's total liability under this Agreement shall not

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2 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR

6. 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

7. GENERAL PROVISIONS

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

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

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3 Entire Agreement. This Agreement constitutes the entire understanding between the parties.

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4 Amendments. This Agreement may only be modified by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.
Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

JOHNSON & JOHNSON

By:

Name:

Title:

Date:

EXHIBIT A

COVERED EQUIPMENT

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Ten (10) NaviFloor NF-2000 Series Autonomous Mobile Robots

Serial Numbers: NF2-2023-0501 through NF2-2023-0510

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One (1) Enterprise Fleet Management System

License Number: NFE-2023-J&J-001

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Associated Navigation and Mapping Sensors

Part Numbers: NMS-2023-055 through NMS-2023-064

