

INSTALLATION TIMELINE CONTRACT - ROCKWELL

INSTALLATION TIMELINE CONTRACT

THIS INSTALLATION TIMELINE CONTRACT (the "Agreement") is made this 15th day of February, 2024, 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 ("NaviFloor")

and

ROCKWELL AUTOMATION, INC., a Delaware corporation with its principal place of business at 1201 South Second Street, Milwaukee, Wisconsin 53204 ("Client")

RECITALS

WHEREAS, NaviFloor provides advanced autonomous mobile robots (AMR) installation services utilizing proprietary terrain-mapping and navigation technology;

WHEREAS, Client desires to implement NaviFloor's AMR solution at its manufacturing facility located at 3000 Industrial Parkway, Cleveland, Ohio 44115 (the "Facility"); and

WHEREAS, the parties desire to establish a binding timeline for the installation, testing, and deployment of the AMR system at the Facility.

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

1. DEFINITIONS

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1 "AMR System" means NaviFloor's autonomous mobile robot system, including

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2 "Installation Services" means the services provided by NaviFloor to install

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3 "Project Milestones" means the specific deliverables and completion dates

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4 "Acceptance Criteria" means the performance standards and testing requirements

2. SCOPE OF WORK

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1 NaviFloor shall provide and install twelve (12) Model NF-2000X AMR un

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2 Installation Services shall include:

- a) Site preparation and infrastructure assessment
- b) Network integration and wireless connectivity setup
- c) Floor mapping and navigation system configuration
- d) Safety system implementation
- e) Personnel training
- f) System testing and validation

3. PROJECT MILESTONES

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1 The Installation Services shall be completed according to the following timeline:

Phase 1: Site Preparation (Weeks 1-2)

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Complete site survey and assessment

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Establish network infrastructure

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Install charging stations

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Deadline: March 1, 2024

Phase 2: Initial Deployment (Weeks 3-5)

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Install first batch of 6 AMR units

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Configure basic navigation paths

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Complete preliminary testing

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Deadline: March 22, 2024

Phase 3: Full Implementation (Weeks 6-8)

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Install remaining 6 AMR units

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Complete advanced navigation configuration

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Integrate with existing systems

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Deadline: April 12, 2024

Phase 4: Testing and Training (Weeks 9-10)

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Conduct full system testing

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Complete operator training

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Achieve acceptance criteria

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Deadline: April 26, 2024

4. ACCEPTANCE TESTING

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1 NaviFloor shall demonstrate that the AMR System meets all Acceptance C

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2 Client shall have ten (10) business days following completion of testing to

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3 Any rejection must specify the deficiencies in reasonable detail. NaviFloor

5. DELAYS AND EXTENSIONS

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1 NaviFloor shall promptly notify Client of any anticipated delays in meeting

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2 The timeline may be extended by mutual written agreement for:

a) Force majeure events

- b) Client caused delays
- c) Unforeseen site conditions
- d) Mutually agreed scope changes

6. CLIENT OBLIGATIONS

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1 Client shall:

- a) Provide facility access during installation
- b) Ensure adequate power and network infrastructure
- c) Designate a project coordinator
- d) Make personnel available for training
- e) Promptly review and respond to approval requests

7. COMPENSATION

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1 Payment schedule shall align with Project Milestones:

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30% upon contract execution

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30% upon completion of Phase 2

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30% upon completion of Phase 3

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10% upon final acceptance

8. WARRANTIES

- - 10 -

1 NaviFloor warrants that:

- a) Installation Services will be performed in a professional manner
- b) AMR System will meet specifications for 12 months post-acceptance
- c) Components will be free from defects for 12 months

9. LIMITATION OF LIABILITY

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1 Neither party's liability shall exceed the total contract value, except for:

- a) Gross negligence
- b) Willful misconduct
- c) Personal injury
- d) Property damage

10. TERM AND TERMINATION

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1 This Agreement shall commence on the Effective Date and continue until f

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2 Either party may terminate for material breach upon 30 days' written notice

11. MISCELLANEOUS

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1 This Agreement constitutes the entire agreement between the parties regar

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2 Modifications must be in writing and signed by both parties.

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3 This Agreement shall be governed by Delaware law.

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: Richard Torres

Title: Chief Operating Officer

Date:

ROCKWELL AUTOMATION, INC.

By:

Name: 13 -

Title:

Date:

[Exhibits A and B to follow]

