

INVESTORS' RIGHTS AGREEMENT

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THIS INVESTORS' RIGHTS AGREEMENT (the "Agreement") is entered into as of the 15th day of January, 2021, by and among NAVIFLOOR ROBOTICS, INC., a Delaware corporation (the "Company"), and the investors listed on Schedule A hereto (each, an "Investor", and collectively, the "Investors").

RECITALS

WHEREAS, the Investors are purchasing shares of the Company's Series B Preferred Stock pursuant to that certain Series B Preferred Stock Purchase Agreement dated January 15, 2021,

March 15, 2021 (the "Purchase Agreement"); and

WHEREAS, it is a condition to the closing of the sale of the Series B Preferred Stock that the Investors and the Company execute and deliver this Agreement;

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

1. DEFINITIONS

1 "Common Stock" means the Company's common stock, par value \$0.0001 per share.

2 "Derivative Securities" means any securities convertible into or exercisable for Common Stock.

3 "IPO" means the Company's first firm commitment underwritten public offering of Common Stock.

4 "Registrable Securities" means (i) shares of Common Stock issued in connection with the

2. REGISTRATION RIGHTS

1 **Demand Registration**. If at any time after the earlier of (i) three (3)

2 **Piggyback Registration**. The Company shall notify all holders of

3. INFORMATION RIGHTS

1 **Financial Information**. The Company shall deliver to each Investor

(a) Audited annual financial statements within 120 days after fiscal year

(b) Unaudited quarterly financial statements within 45 days after quarter

(c) Monthly management reports within 30 days after month end.

2 **Inspection Rights**. The Company shall permit each Major Investor

4. RIGHT OF FIRST OFFER

1 ****Subsequent Offerings****. Subject to customary exceptions, the Com

2 ****Exercise Period****. Each Investor shall have twenty (20) days from

5. PROTECTIVE PROVISIONS

1 The Company shall not, without the written consent of holders of at

(a) Alter or change the rights, preferences, or privileges of the Series
Preferred Stock;

(b) Create any new class of shares having rights senior to the Series
Preferred Stock;

(c) Increase or decrease the authorized number of shares of Series B
Stock;

(d) Effect any merger, acquisition, or sale of all or substantially all assets

6. MISCELLANEOUS

1 **Successors and Assigns**. This Agreement shall inure to the benefit of

2 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of

3 **Amendment and Waiver**. Any provision of this Agreement may be amended or waived by the parties in writing.

4 **Notices**. All notices shall be in writing and sent to the addresses set forth in the Schedule.

5 **Severability**. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall survive.

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

COMPANY:

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

Address: 100 Technology Drive

Wilmington, DE 19801

INVESTORS:

[Signature pages for Investors follow]

SCHEDULE A

List of Investors

[To be completed with Series B investor details]

