INSTALLATION TIMELINE CONTRACT - ROCKWELL

INSTALLATION TIMELINE CONTRACT

THIS INSTALLATION TIMELINE CONTRACT (the "Agreement") is made as of February 15, 2024 (the "Effective Date"), by and between:

NAVIFLOOR ROBOTICS, INC., a Delaware corporation with its principal business at 2500 Innovation Drive, Wilmington, Delaware 19801 ("NaviFloor)

and

ROCKWELL AUTOMATION, INC., a Delaware corporation with its principusiness at 1201 South Second Street, Milwaukee, Wisconsin 53204 ("Clien

RECITALS

WHEREAS, NaviFloor provides advanced autonomous mobile robots (AMF 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 4 (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 he parties agree as follows:

1. DEFINITIONS

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

2. SCOPE OF WORK

- 3 -

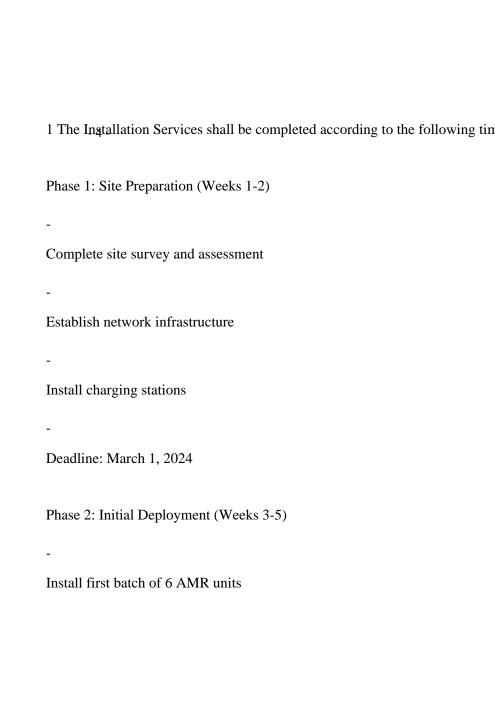
1 NaviFloor shall provide and install twelve (12) Model NF-2000X AMR un

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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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- - 5 -

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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Deadling 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 NaviFlpor shall demonstrate that the AMR System meets all Acceptance C
- 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. NaviFloo
5. DELAYS AND EXTENSIONS
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1 NaviFloor shall promptly notify Client of any anticipated delays in meetin
- 2 The timeline may be extended by mutual written agreement for:
a) Force majeure events

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

6. CLIENT OBLIGATIONS

- 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

- 1 Payment schedule shall align with Project Milestones:
- 30% upon contract execution
- 30% upon completion of Phase 2
- 30% upon completion of Phase 3
- 10% upon final acceptance

8. WARRANTIES

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- 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

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 1 This Agreement shall commence on the Effective Date and continue until t 2 Either party may terminate for material breach upon 30 days' written notice 11. MISCELLANEOUS 1 This Agreement constitutes the entire agreement between the parties regard 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]

