

EMERGENCY RESPONSE SUPPORT CONTRACT - BEST BUY

EMERGENCY RESPONSE SUPPORT CONTR

THIS EMERGENCY RESPONSE SUPPORT CONTRACT (the "Agreement") is made this 1st day of February 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 ("Service Provider")

and

BEST BUY CO., INC., a Minnesota corporation with its principal place of business at 7601 Penn Avenue South, Richfield, MN 55423 ("Client")

RECITALS

WHEREAS, Service Provider specializes in autonomous mobile robot ("AMR") systems and provides emergency response and support services for automated warehouse operations;

WHEREAS, Client operates distribution centers utilizing Service Provider's AMR systems and requires emergency response support services;

WHEREAS, the parties desire to establish terms and conditions under which Service Provider will provide emergency response support services for Client's AMR systems;

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

1. DEFINITIONS

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1 "Emergency Incident" means any unplanned interruption or significant degradation of service.

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2 "Response Time" means the period between Service Provider's receipt of a request for service and the time when the Service Provider begins to address the request.

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3 "Resolution Time" means the period between Service Provider's initial response to a request for service and the time when the Service Provider resolves the request.

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4 "Support Hours" means 24 hours per day, 7 days per week, 365 days per year.

2. SCOPE OF SERVICES

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1 Service Provider shall provide emergency response support services for CL

- a) Findlay, OH Distribution Center
- b) Ontario, CA Distribution Center
- c) Shepherdsville, KY Distribution Center

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2 Services shall include:

- a) 24/7 emergency technical support
- b) Remote diagnostics and troubleshooting
- c) On-site emergency response when required
- d) Emergency parts replacement
- e) System restoration and validation
- f) Post-incident analysis and reporting

3. SERVICE LEVELS

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1 Service Provider shall maintain the following service levels:

- a) Critical Incidents: 30-minute Response Time, 4-hour Resolution Time
- b) Major Incidents: 1-hour Response Time, 8-hour Resolution Time
- c) Minor Incidents: 2-hour Response Time, 24-hour Resolution Time

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2 Service Provider shall maintain a 99.9% success rate in meeting Response

4. CLIENT RESPONSIBILITIES

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1 Client shall:

- a) Provide 24/7 access to facilities when required
- b) Maintain designated emergency contacts
- c) Ensure network connectivity for remote diagnostics
- d) Follow prescribed incident reporting procedures
- e) Maintain AMR systems according to specifications

5. FEES AND PAYMENT

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1 Base Service Fee: \$175,000 per facility annually, payable quarterly in advance

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2 Emergency On-Site Response Fee: \$2,500 per incident plus actual travel expenses

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3 Emergency Parts: Billed at Service Provider's then-current rates plus 15% of

6. TERM AND TERMINATION

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1 Initial Term: Three (3) years from the Effective Date.

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2 Renewal: Automatic one-year renewals unless terminated with 90 days' no

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3 Termination for Cause: Either party may terminate for material breach upo

7. LIABILITY AND INDEMNIFICATION

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1 Service Provider's aggregate liability shall not exceed fees paid in the preceding

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2 Service Provider shall maintain commercial general liability insurance of \$

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3 Each party shall indemnify the other against third-party claims arising from

8. CONFIDENTIALITY

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1 Each party shall protect confidential information with reasonable care and

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2 Confidentiality obligations survive termination for three years.

9. FORCE MAJEURE

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1 Neither party shall be liable for delays due to circumstances beyond reason

10. MISCELLANEOUS

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1 Governing Law: Delaware law, exclusive jurisdiction in Delaware courts.

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2 Assignment: Neither party may assign without prior written consent.

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3 Amendments: Only by written agreement signed by both parties.

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4 Notices: In writing, delivered to addresses above or as updated in writing.

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5 Entire Agreement: Supersedes all prior agreements regarding subject matter.

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:

BEST BUY CO., INC.

By:

Name:

Title:

Date:

