SOFTWARE SUBSCRIPTION AGREEMENT

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THIS SOFTWARE SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of January 15, 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 ("NaviFloor")

and

McLane Company, Inc., a Texas corporation with its principal place of business at 4747 McLane Parkway, Temple, TX 76504 ("Customer")

1. DEFINITIONS

1 "Authorized Users" means Customer's employees and contractors w

2 "Documentation" means NaviFloor's user manuals, handbooks, and

3 "Software" means NaviFloor's proprietary terrain-mapping and navig

4 "Subscription Fees" means the fees payable by Customer for acces

2. LICENSE GRANT AND RESTRICTIONS

1 Subject to the terms and conditions of this Agreement, NaviFloor he

2 Customer shall not:

(a) modify, translate, or create derivative works of the Software;

(b) reverse engineer, decompile, or disassemble the Software;

(c) remove any proprietary notices or labels from the Software;

(d) use the Software to provide services to third parties; or

(e) share access credentials with unauthorized users.

3. SUBSCRIPTION TERM AND FEES

1 The initial term of this Agreement shall be thirty-six (36) months from

2 Customer shall pay the Subscription Fees as specified in Exhibit A.

3 NaviFloor may increase Subscription Fees upon renewal with sixty (

4. CUSTOMER RESPONSIBILITIES

1 Customer shall:

(a) provide accurate, current, and complete information required for S implementation;

(b) maintain the security of its access credentials;

(c) use the Software in compliance with applicable laws and regulatio

(d) ensure its network and systems comply with NaviFloor's technical requirements.

5. SUPPORT AND MAINTENANCE

1 NaviFloor shall provide technical support services as described in th

2 NaviFloor will use commercially reasonable efforts to maintain 99.9

6. CONFIDENTIALITY

1 Each party shall protect the other's Confidential Information with the

2 Confidential Information shall not include information that:

(a) is or becomes publicly available through no fault of the receiving p

(b) was known to the receiving party prior to disclosure;

(c) was independently developed by the receiving party.

7. INTELLECTUAL PROPERTY

1 NaviFloor retains all right, title, and interest in the Software and Doc

2 Customer retains all rights to Customer Data processed by the Softw

8. WARRANTY AND DISCLAIMER

1 NaviFloor warrants that the Software will perform materially in accor

2 EXCEPT AS EXPRESSLY SET FORTH ABOVE, NAVIFLOOR MA

9. LIMITATION OF LIABILITY

1 NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE

10. TERM AND TERMINATION

1 Either party may terminate this Agreement upon thirty (30) days' wri

2 Upon termination, Customer shall cease all use of the Software and

11. GENERAL PROVISIONS

1 This Agreement shall be governed by the laws of the State of Delaw

2 Any disputes shall be resolved in the state or federal courts located

3 Neither party may assign this Agreement without the prior written co

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

MCLANE COMPANY, INC.

By:

Name:

Title:

Date: