

TECHNICAL SUPPORT SERVICE CONTRACT - DOLLAR GENERAL

TECHNICAL SUPPORT SERVICE CONTRACT

THIS TECHNICAL SUPPORT SERVICE CONTRACT (the "Agreement")
into as 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

Dollar General Corporation, a Tennessee corporation with its principal place
business at 100 Mission Ridge, Goodlettsville, TN 37072 ("Client")

1. DEFINITIONS

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1 "AMR Systems" means the autonomous mobile robot systems manufacturing

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2 "Support Services" means technical support, maintenance, troubleshooting

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3 "Service Level Agreement" or "SLA" means the service level requirements

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4 "Supported Facilities" means Client's distribution centers where AMR Systems

2. SCOPE OF SERVICES

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1 Service Provider shall provide Support Services for Client's AMR Systems

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2 Support Services shall include:

- (a) 24/7 remote technical support
- (b) On-site emergency response within 4 hours
- (c) Preventive maintenance services
- (d) Software updates and patches
- (e) Fleet optimization consulting
- (f) Performance analytics and reporting

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3 Service Provider shall maintain a dedicated support team for Client, including

- (a) One (1) Senior Technical Account Manager

(b) Three (3) Field Service Engineers

(c) Access to 24/7 Support Operations Center

3. SERVICE LEVEL REQUIREMENTS

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1 Service Provider shall meet or exceed the following service levels:

(a) 99.9% AMR System uptime

(b) 15-minute response time for critical issues

(c) 4-hour resolution time for system-down events

(d) Monthly preventive maintenance visits

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2 Service Provider shall provide monthly performance reports detailing comp

4. CLIENT RESPONSIBILITIES

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1 Client shall:

- (a) Provide access to Supported Facilities
- (b) Maintain network connectivity
- (c) Report issues promptly
- (d) Designate primary and backup technical contacts
- (e) Maintain environmental conditions per specifications

5. FEES AND PAYMENT

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1 Client shall pay annual support fees of \$750,000 per Supported Facility.

- - 5 -

2 Fees shall be paid quarterly in advance.

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3 Additional services beyond the scope of this Agreement shall be billed at S

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. INTELLECTUAL PROPERTY

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1 Service Provider retains all intellectual property rights in the AMR System

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2 Client receives a limited license to use any software updates or tools provided

8. CONFIDENTIALITY

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1 Each party shall protect the other's confidential information using the same

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2 Confidentiality obligations survive termination for 5 years.

9. LIABILITY AND INDEMNIFICATION

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1 Service Provider's liability shall be limited to direct damages not exceeding

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2 Service Provider shall indemnify Client against third-party claims arising f

10. INSURANCE

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1 Service Provider shall maintain:

(a) Commercial General Liability: \$5,000,000 per occurrence

(b) Professional Liability: \$5,000,000 per claim

(c) Workers' Compensation: Statutory limits

(d) Cyber Liability: \$5,000,000 per incident

11. GENERAL PROVISIONS

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1 Governing Law: Delaware law governs this Agreement.

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2 Dispute Resolution: Binding arbitration in Boston, Massachusetts.

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3 Assignment: Neither party may assign without written consent.

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4 Force Majeure: Standard force majeure provisions apply.

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5 Entire Agreement: This Agreement constitutes the complete understanding

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:

DOLLAR GENERAL CORPORATION

By:

Name:

Title: - 10 -

Date:

[Schedules A, B, and C to be attached]

