

EMERGENCY RESPONSE SERVICE CONTRACT - BEST BUY DC

EMERGENCY RESPONSE SERVICE CONTRA

THIS EMERGENCY RESPONSE SERVICE 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 Distribution Center - Findlay, located at 12999 Logistics Way, Findlay, OH 45840 ("Client")

RECITALS

WHEREAS, Service Provider operates and maintains autonomous mobile robot systems at Client's distribution center facility;

WHEREAS, Client requires emergency response services for its AMR systems to ensure continuous operation of its facility; and

WHEREAS, Service Provider desires to provide such emergency response services according to the terms and conditions set forth herein.

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

1. DEFINITIONS

- - 2 -

1. "Emergency Event" means any unplanned interruption or malfunction of t

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2. "Response Time" means the period between Service Provider's receipt of a

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3. "Resolution Time" means the period between Service Provider's arrival at

2. SCOPE OF SERVICES

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1. Service Provider shall provide 24/7 emergency response services for Client

(a) Remote diagnostic support

(b) On-site technical response

(c) Emergency repairs and parts replacement

(d) System restoration and validation

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2. Service Provider shall maintain a dedicated emergency response team with

3. RESPONSE TIME COMMITMENTS

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1. Service Provider commits to the following response times:

(a) Critical Events: 2-hour maximum response time

(b) Major Events: 4-hour maximum response time

(c) Minor Events: 8-hour maximum response time

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2. Event classification criteria shall be as defined in Exhibit A, attached here

4. SERVICE LEVEL AGREEMENTS

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1. Service Provider guarantees the following resolution times:

(a) Critical Events: 4 hours from arrival

(b) Major Events: 8 hours from arrival

(c) Minor Events: 24 hours from arrival

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2. Failure to meet response or resolution times shall result in service credits a

5. CLIENT RESPONSIBILITIES

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1. Client shall:

- (a) Maintain 24/7 point of contact for emergency notifications
- (b) Provide immediate facility access to Service Provider personnel
- (c) Maintain basic spare parts inventory as specified in Exhibit B
- (d) Ensure proper environmental conditions for AMR operation

6. FEES AND PAYMENT

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1. Monthly Service Fee: \$12,500 for standard coverage

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2. Emergency Response Fees:

- (a) Critical Events: Included in monthly fee
- (b) Major Events: Included in monthly fee
- (c) Minor Events: \$750 per incident

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3. Parts and Materials: Billed at cost plus 15%

7. SERVICE CREDITS

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1. Service Provider shall issue credits for missed SLAs:

(a) Response Time violation: 10% of monthly fee

(b) Resolution Time violation: 15% of monthly fee

(c) Multiple violations: Up to 50% of monthly fee

8. TERM AND TERMINATION

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1. Initial Term: 24 months from Effective Date

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2. Renewal: Automatic 12-month renewal unless terminated

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3. Termination for Cause: 30 days written notice

9. LIMITATION OF LIABILITY

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1. Service Provider's total liability shall not exceed 12 months of fees

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2. Neither party shall be liable for indirect or consequential damages

10. CONFIDENTIALITY

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1. All technical information and business data shall be considered confidential.

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2. Survival: 3 years post-termination

11. INSURANCE

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1. Service Provider shall maintain:

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

(b) Professional Liability: \$2,000,000

(c) Workers' Compensation: Statutory limits

12. GOVERNING LAW

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1. This Agreement shall be governed by Ohio law

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2. Exclusive jurisdiction in Hancock County, Ohio

EXECUTION

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: - 10 -

Best Buy Distribution Center - Findlay

By:

Name:

Title:

Date:

[Exhibits A and B to follow]

