SOFTWARE SUBSCRIPTION AGREEMENT

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THIS SOFTWARE SUBSCRIPTION AGREEMENT (the "Agreement")
January 15, 2024 (the "Effective Date"), by and between:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place business at 2500 Innovation Drive, Boston, MA 02210 ("NaviFloor")

and

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

1. DEFINITIONS

- 1 "Authorized Users" means Customer's employees and contractors v
- 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 regulation
- (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 the
- 2 NaviFloor will use commercially reasonable efforts to maintain 99.9

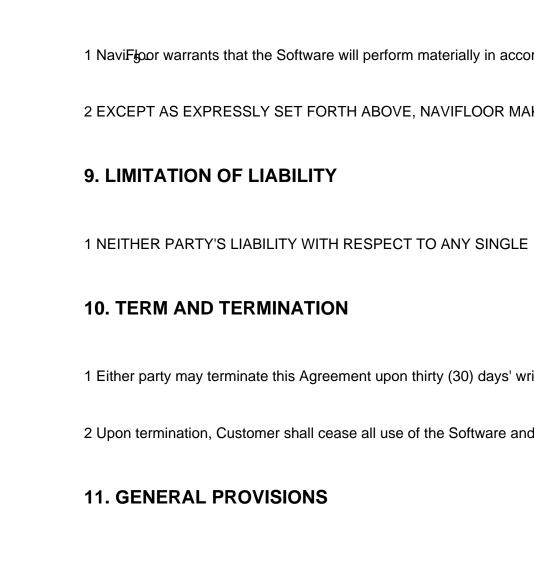
6. CONFIDENTIALITY

- 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 Soft

8. WARRANTY AND DISCLAIMER



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

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

Date.

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

| MCLANE.COMPANY, INC. |
|----------------------|
| Ву: |
| Name: |
| Title: |
| Date: |
| |