

TECHNICAL SUPPORT TERMS - MSC INDUSTRIAL

TECHNICAL SUPPORT TERMS AND CONDITIONS

MSC INDUSTRIAL SUPPLY CO. AGREEMENT

Effective Date: January 1, 2024

This Technical Support Terms and Conditions Agreement (the "Agreement")
entered into by and between NaviFloor Robotics, Inc., a Delaware corporation
with its principal place of business at 2500 Innovation Drive, Boston, MA 02
("NaviFloor"), and MSC Industrial Supply Co. ("Customer").

1. DEFINITIONS

- - 1 -

1 "Support Services" means the technical support services provided by NaviFloor.

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2 "System" means NaviFloor's proprietary AMR hardware, software, and related services.

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3 "Support Hours" means 24/7/365 for Priority 1 issues and 8:00 AM to 8:00 PM for all other issues.

2. SUPPORT SERVICES

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1 ****Scope of Services****

NaviFloor shall provide the following support services:

(a) Remote diagnostic and troubleshooting assistance

(b) System performance optimization

(c) Software updates and patches

(d) Emergency response for critical system failures

(e) Technical guidance for system configuration

(f) Maintenance advisory services

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2 **Response Times**

NaviFloor shall respond to support requests within the following timeframes

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Priority 1 (Critical): 30 minutes

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Priority 2 (High): 2 hours

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Priority 3 (Medium): 4 hours

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Priority 4 (Low): 24 hours

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3 **On-Site Support**

When remote support is insufficient, NaviFloor will provide on-site technical support within 24 hours for Priority 1 issues and 48 hours for Priority 2 issues, subject to Section 4.

3. CUSTOMER RESPONSIBILITIES

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1 Customer shall:

- (a) Maintain network connectivity for remote system access
- (b) Provide accurate and timely information regarding technical issues
- (c) Designate qualified technical contacts

(d) Implement recommended system updates

(e) Maintain environmental conditions within specified parameters

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2 **System Access**

Customer shall provide NaviFloor with necessary access credentials and security clearances to perform Support Services.

4. FEES AND EXPENSES

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1 **Support Fees**

Annual support fees shall be paid in advance according to the following schedule:

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Basic Support: \$75,000/year

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Premium Support: \$150,000/year

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Enterprise Support: \$250,000/year

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2 **Travel Expenses**

Customer shall reimburse reasonable travel expenses for on-site support visits approved in advance.

5. TERM AND TERMINATION

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1 This Agreement shall commence on the Effective Date and continue for an

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2 Either party may terminate this Agreement upon 90 days' written notice.

6. LIMITATIONS OF LIABILITY

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1 NaviFloor's total liability under this Agreement shall not exceed the amount

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2 Neither party shall be liable for indirect, special, or consequential damages

7. CONFIDENTIALITY

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

8. GOVERNING LAW

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1 This Agreement shall be governed by the laws of the State of Delaware with

9. FORCE MAJEURE

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1 Neither party shall be liable for failures or delays resulting from circumstan

10. ENTIRE AGREEMENT

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1 This Agreement constitutes the entire understanding between the parties re

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

NaviFloor Robotics, Inc.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

MSC Industrial Supply Co.

By:

Name:

Title:

Date: - 9 -

