

REMOTE SUPPORT CONTRACT - CATERPILLAR PARTS

REMOTE SUPPORT CONTRACT - CATERPILLAR PARTS

Agreement No.: RSC-2023-CAT-1142

THIS REMOTE SUPPORT CONTRACT (the "Agreement") is made effective
15, 2024 (the "Effective Date")

BY AND BETWEEN:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place of business at 10000 N. 10th Ave., Suite 100, Scottsdale, Arizona 85260

AND

Caterpillar Inc., a Delaware corporation with its principal place of business

1. RECITALS

WHEREAS, NaviFloor provides remote diagnostic and support services for autonomous mobile robots ("AMRs") utilizing Caterpillar parts and components;

WHEREAS, Caterpillar wishes to engage NaviFloor to provide remote support services for specified Caterpillar components integrated into NaviFloor's AMR systems;

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

2. DEFINITIONS

- - 2 -

1 "Caterpillar Components" means the authorized Caterpillar parts and comp

-

2 "Remote Support Services" means the diagnostic, troubleshooting, and tech

-

3 "Response Time" means the period between receipt of a support request an

-

4 "Service Hours" means Monday through Friday, 8:00 AM to 8:00 PM East

3. SCOPE OF SERVICES

-

1 NaviFloor shall provide the following Remote Support Services:

- a) Real-time diagnostic analysis of Caterpillar Components
- b) Remote troubleshooting via secure connection
- c) Technical guidance for on-site personnel
- d) Performance optimization recommendations
- e) Documentation of all support activities
- f) Monthly reporting of component performance metrics

-

2 Service Level Requirements:

- a) Priority 1 Issues: Response Time within 30 minutes
- b) Priority 2 Issues: Response Time within 2 hours
- c) Priority 3 Issues: Response Time within 24 hours

4. NAVFLOOR'S OBLIGATIONS

- - 4 -

1 NaviFloor shall maintain a dedicated support team with expertise in Caterp

-

2 NaviFloor shall provide secure remote access infrastructure compliant with

-

3 NaviFloor shall maintain detailed records of all support activities and comp

-

4 NaviFloor shall provide monthly performance reports including:

a) Component failure analysis

b) Mean time between failures

c) Resolution time metrics

d) Trending analysis

- e) Improvement recommendations

5. CATERPILLAR'S OBLIGATIONS

-

1 Caterpillar shall:

- a) Provide technical documentation for all Components
- b) Maintain current firmware and software versions
- c) Ensure on-site personnel availability during support sessions
- d) Grant necessary system access for remote diagnostics
- e) Promptly report all Component issues

6. FEES AND PAYMENT

- - 6 -

1 Base Service Fee: \$175,000 per annum, payable quarterly in advance.

-

2 Additional Services: Billed at \$250 per hour outside Service Hours.

-

3 Payment Terms: Net 30 days from invoice date.

7. INTELLECTUAL PROPERTY

-

1 Each party retains all rights to its pre-existing intellectual property.

-

2 Diagnostic data and performance metrics shall be jointly owned.

- - 7 -

3 Improvements to Caterpillar Components identified through Remote Support

8. CONFIDENTIALITY

-

1 All technical information, diagnostic data, and support documentation shall

-

2 Each party shall protect Confidential Information using the same degree of

9. TERM AND TERMINATION

-

1 Initial Term: Two (2) years from the Effective Date.

- - 8 -

2 Renewal: Automatic one-year renewals unless terminated with 90 days' notice

-

3 Termination for Cause: Either party may terminate for material breach upon written notice

10. LIMITATION OF LIABILITY

-

1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES

-

2 NAVFLOOR'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID BY THE USER FOR THE PREVIOUS YEAR

11. GOVERNING LAW AND JURISDICTION

- - 9 -

1 This Agreement shall be governed by Delaware law.

-

2 Any disputes shall be resolved in the state or federal courts of Delaware.

12. MISCELLANEOUS

-

1 Force Majeure: Neither party shall be liable for delays due to causes beyond

-

2 Assignment: Neither party may assign this Agreement without prior written

-

3 Amendments: This Agreement may only be modified in writing signed by

- - 10 -

4 Entire Agreement: This Agreement constitutes the entire understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the place set forth below.

NaviFloor Robotics, Inc.

By:

Name: James Wilson

Title: Chief Financial Officer

Date:

Caterpillar Inc.

By:

Name: 11 -

Title:

Date:

