

SUPPORT SCHEDULE CONTRACT - MCMMASTER-CARR

SUPPORT SCHEDULE CONTRACT

THIS SUPPORT SCHEDULE CONTRACT (the "Agreement") is made effective 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, Massachusetts 02210 ("Customer")

and

McMaster-Carr Supply Company, an Illinois corporation with its principal place
of business at 600 County Line Road, Elmhurst, Illinois 60126 ("Supplier")

1. DEFINITIONS

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1 "Critical Components" means the specialized mechanical and electrical components of the system.

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2 "Support Services" means the technical support, maintenance, and replacement of the system.

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3 "Response Time" means the period between Customer's submission of a support request and the start of the support service.

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4 "Business Hours" means 8:00 AM to 6:00 PM Eastern Time, Monday through Friday.

2. SCOPE OF SERVICES

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1 Supplier shall provide the following Support Services:

- a) Technical support for all Critical Components via phone, email, and online portal
- b) Emergency replacement of defective components within specified timeframe
- c) Regular maintenance recommendations and documentation
- d) Quarterly inventory management consultation
- e) Access to Supplier's technical knowledge base and documentation

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2 Service Levels:

- a) Priority 1 (Critical) - 2-hour Response Time during Business Hours
- b) Priority 2 (High) - 4-hour Response Time during Business Hours

- c) Priority 3 (Medium) - 8-hour Response Time during Business Hours
- d) Priority 4 (Low) - 24-hour Response Time during Business Hours

3. CUSTOMER RESPONSIBILITIES

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1 Customer shall:

- a) Maintain accurate records of all Critical Components in use
- b) Provide Supplier with access to necessary technical information
- c) Designate qualified technical contacts for support escalation
- d) Follow Supplier's recommended maintenance procedures
- e) Maintain minimum stock levels as specified in Exhibit B

4. PRICING AND PAYMENT

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1 Support Services Fee: \$175,000 per annum, payable quarterly in advance.

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2 Emergency Service Fees:

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After-hours support: \$250 per hour

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Weekend support: \$350 per hour

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Holiday support: \$450 per hour

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3 Payment Terms: Net 30 days from invoice date.

5. TERM AND TERMINATION

- - 5 -

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

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2 Renewal: Automatic one-year renewals unless either party provides written

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3 Termination for Cause: Either party may terminate this Agreement upon 30

6. WARRANTY AND LIMITATIONS

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1 Supplier warrants that Support Services will be performed in a professional

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2 EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUPPLIER MAKES NO

7. CONFIDENTIALITY

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

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2 Confidentiality obligations shall survive termination of this Agreement for

8. LIMITATION OF LIABILITY

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1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENT

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2 Supplier's total liability under this Agreement shall not exceed the amounts

9. INSURANCE

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1 Supplier shall maintain commercial general liability insurance with minimum

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2 Customer shall be named as an additional insured on such policies.

10. GENERAL PROVISIONS

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1 Assignment: Neither party may assign this Agreement without the prior written

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2 Force Majeure: Neither party shall be liable for delays caused by events beyond

- - 8 -

3 Governing Law: This Agreement shall be governed by the laws of the State

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4 Dispute Resolution: Any disputes shall be resolved through binding arbitra

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5 Entire Agreement: This Agreement constitutes the entire understanding bet

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

NAVIFLOOR ROBOTICS, INC.

By:

Name: James Wilson

Title: Chief Financial Officer

Date: - 9 -

MCMASTER-CARR SUPPLY COMPANY

By:

Name:

Title:

Date:

EXHIBIT A

[Critical Components List]

EXHIBIT B

[Minimum Stock Levels]

