DATA PROCESSING AGREEMENT - MICHELIN WAREHOUSES

DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT (the "Agreement") is made and

January 15, 2024 (the "Effective Date")

BETWEEN:

NaviFloor Robotics, Inc., a Delaware corporation with its principal place

AND

Michelin North America, Inc., a New York corporation with its principal

1. DEFINITIONS

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1 "Applicable Data Protection Laws" means all laws and regulations relating

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2 "Personal Data" means any information relating to an identified or identifia

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3 "Processing" means any operation performed on Personal Data, whether au

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4 "Warehouse Data" means all data collected by NaviFloor's autonomous mo

2. SCOPE AND PURPOSE

1 This Agreement governs the Processing of Personal Data by Processor in c

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2 Processor shall Process Personal Data only for the following purposes:

(a) Warehouse mapping and navigation

(b) Safety and collision avoidance

(c) Performance optimization and analytics

(d) Maintenance and support services

(e) Compliance with legal obligations

3. PROCESSOR OBLIGATIONS

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1 Processor shall:

(a) Process Personal Data only on documented instructions from Controller

(b) Ensure persons authorized to Process Personal Data are bound by confidentiality obligations

(c) Implement appropriate technical and organizational security measures

(d) Assist Controller in responding to data subject requests

(e) Notify Controller without undue delay of any Personal Data breach

(f) Delete or return all Personal Data upon termination of services

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2 Technical Security Measures shall include:

(a) Data encryption at rest and in transit

(b) Access controls and authentication

(c) Network security and firewalls

(d) Regular security testing and assessments

(e) Backup and disaster recovery procedures

4. SUBPROCESSING

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1 Controller hereby authorizes Processor to engage subprocessors listed in A

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2 Processor shall:

(a) Impose data protection obligations no less protective than this Agreement

(b) Remain fully liable for subprocessor compliance

(c) Notify Controller of any intended changes to subprocessors

5. CROSS-BORDER TRANSFERS

1 Processor shall not transfer Personal Data outside the United States withou

(a) Controller's prior written consent

(b) Appropriate safeguards under Applicable Data Protection Laws

(c) Binding corporate rules or standard contractual clauses

6. AUDIT RIGHTS

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1 Controller may audit Processor's compliance with this Agreement upon 30

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2 Processor shall:

(a) Provide all information necessary to demonstrate compliance

(b) Allow for and contribute to audits and inspections

(c) Immediately inform Controller if instructions violate Applicable Data

Protection Laws

7. LIABILITY AND INDEMNIFICATION

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1 Processor shall indemnify Controller for any damages resulting from Proce

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2 Liability limitations in the MSA shall not apply to breaches of this Agreem

8. TERM AND TERMINATION

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1 This Agreement shall commence on the Effective Date and continue until t

2 Obligations relating to Personal Data shall survive termination.

9. MISCELLANEOUS

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

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2 Any amendments must be in writing and signed by both parties.

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3 If any provision is invalid, the remaining provisions shall remain in effect.

APPENDIX A: APPROVED SUBPROCESSORS

Amazon Web Services, Inc. - Cloud infrastructure

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Salesforce.com, Inc. - Customer relationship management

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MongoDB, Inc. - Database services

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Datadog, Inc. - Monitoring and analytics

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: January 15, 2024

MICHELIN NORTH AMERICA, INC.

By:

Name: [Controller Signatory]

Title: [Controller Title]

Date: