

DATA TERMS

Background and Definitions:

“Customer”: The end-user of the Nilfisk Liberty SC50 machine (“SC” including a Customer that has purchased or leased Products directly involving the purchase or lease of Products may refer to Customer

“Nilfisk”: Nilfisk A/S and/or any of its global subsidiaries, which Nilfisk

Customer and Nilfisk are also referred to in these Terms individually

Relationship of these Data Terms to Customer’s agreements involving

- These **Data Terms** (“**Terms**”) are incorporated as an integral part of any agreement involving the purchase or lease of any Product that transfers control to other partners listed in Schedule A). If Customer has purchased from a rental organization, these Terms form a separate agreement between Products to Nilfisk. **Customer accepts these Terms by entering**
- These Terms govern how Nilfisk and its Designees process and use Products are operated by Customer’s employees or other personnel that incorporates that data into its reports to Customer detailing costs for purchasing or leasing Products. Processing includes collecting

Nilfisk collects the following types of data involving Product operation

- **Product Data**: All data covering Product use, application and location, including how, when and where Products are operated from mobile devices can be attached to machines, and/or other remote solutions. This includes two data categories;
- **Pseudonymized Personal Data**: Data on how, when and where Products are used. Such data does **not** identify any Operator to Nilfisk or its Designees. Data from Nilfisk with other personal data in Customer’s possession;
- **Ordinary Personal Data**:
 - o Names, e-mails, and phone numbers of site and personnel who receive digital notifications from Nilfisk about Product use, e.g. required maintenance;
 - o Names, titles and relevant contact information of personnel in a business relationship, e.g. supply, service and maintenance;
- Nilfisk records the name and address of locations where Products are used;

Nilfisk collects the above data as follows:

- Transmitted directly by specific attachable/detachable Data Device
- Transmitted by other attachable/detachable Data Device
- Provided by Customers that choose to use Nilfisk’s digital solutions

European Union General Data Protection Regulation 2016/679 (“GDPR”)

- GDPR sets out requirements on the **processing of personal data**, including when they deal with parties outside the EU. Nilfisk is subject to
- Because Nilfisk is based in the European Union (**EU**), the Customer is not based in the EU it may not be subject to GDPR
- GDPR defines personal data as information that identifies an individual or personal data as information that can identify an individual
- GDPR permits companies to process personal data if they have a legal basis

SC50”) or any other Nilfisk machine (collectively “**Product(s)**”),
directly from Nilfisk or indirectly from a third party. Agreements
entered into by other titles, e.g. Buyer, Lessee or End User.

Nilfisk A/S shall ensure is bound by these **Data Terms**.

individually as a **Party** and collectively as the **Parties**.

Regarding its purchase or leasing of Products:

Integral part of any agreement between Customer and Nilfisk
transmits data to Nilfisk and/or its **Designees** (Sub-processors and
purchased or leased Products from a third party, e.g. a dealer or
agreement between Customer and Nilfisk involving data transmitted by
entering into any such agreement that refers to these Terms.

process data they collect about Product operation, such as how
operator persons acting on Customer’s behalf (“**Operator(s)**”). Nilfisk
collecting and analyzing Product operation, as described in agreements
collecting, using, analyzing, sharing, transferring and storing data.

Exclusion:

location, performance, environment of application and similar data,
data for cleaning; and data collected by data transmission devices that
are related to a Product (“Data Devices”), except the following

where a specific Product is operated, and machine key numbers.
Designees, but Customer may be able to combine data in reports
presentation, e.g. Operator timesheets, to identify individual Operators;

and fleet managers and other persons designated by Customer to
manage Customer’s Product fleet and/or individual Product operation,

and that the Parties exchange on employees involved in their
maintenance of Products, invoicing and payment, etc.

where machines are operated, for quick troubleshooting and service.

devices for use in certain Products, e.g. Liberty SC50 models;
software for use in Products generally, e.g. TrackClean units; and/or,
remote Product-notification systems, e.g., apps, Nilfisk web-portal.

GDPR): <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

Personal data that **must** be followed by all companies based in the EU,
Nilfisk risks severe penalties if it violates GDPR requirements.

These Terms include GDPR provisions applicable to Nilfisk. If
Customer is not in the EU, Nilfisk is not bound by the EU
GDPR, but it must comply with its obligations in these Terms.

Customer can identify an individual (**Art. 4.1**), and pseudonymized
data only when combined with other personal data (**Art. 4.5**).

Customer may have legitimate business interests in doing so.

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1. SC50 Data Connection to Nilfisk.

SC50s are connected by default to Nilfisk via 3G/4G IoT (Internet of Things) for software updates and transmitting data on e.g. machine use and cleaning operations.

If Customer cannot provide stable 3G/4G access to machines, it shall provide a Wi-Fi address, high speed, two-way wi-fi or similar connectivity to SC50s. Nilfisk will use SC50s. This enables Nilfisk to access software log data, and to provide remote support. A service visit is required due to the failure to provide such wi-fi connectivity.

Nilfisk may access Customer's connectivity systems only as needed to support Nilfisk Products, and shall not access or attempt to access Customer's data.

2. Nilfisk's use of Product Data. Except as set out below in this Clause, Nilfisk may use Product Data for any purpose whatsoever, without limitation of time, and Nilfisk and its Designees may use that data that has been **aggregated and anonymized**, such that it cannot be traced back to Customer.

As regards Product Data containing images involving Customer's sensors or other devices during SC50s (or similar Products) operation:

- a. Images can be, without limitation: charts, whiteboard content, photos, etc.
- b. Images are not initially visible when transmitted, but are made available to Nilfisk Designees only to repair or service a machine due to error. Nilfisk may have access to images it may, subject to the resulting obligations:
 - o Immediately delete any image that becomes visible to Customer
 - o Delete or not review data logs, in which case Nilfisk shall delete the images
 - o Deactivate all data transmission devices, in which case Nilfisk shall delete the images
- c. Images remain Customer's confidential proprietary information and shall not be shared or shared with third parties.

3. Nilfisk's Processing of Personal Data.

Pseudonymized Personal Data: Nilfisk may process Pseudonymized Personal Data for a limited period of time, such as:

- Providing service and maintenance to Customer's Products
- Enhancing the performance of SC50's and any other Nilfisk Products
- Generating research data and design and develop new products
- Operating, producing, servicing or supplying Nilfisk products
- Sharing such data with third parties.

As regards Pseudonymized Personal Data collected by Nilfisk and its Designees:

- Customer has a legitimate interest as employer and/or Product user in the collection of Product use and operation, including knowing:
 - o How, when and where Products are operated
 - o Details of damage to Products during operation
 - o Efficiency of the Products and how efficiently they are operated
 - o Whether the Products can be operated more efficiently
- Nilfisk and its Designees have legitimate interests in processing Product Data:
 - o Fulfill Nilfisk's obligations to Customer, and
 - o Design, develop, enhance, operate, produce, service, support, maintain, repair, and improve Nilfisk Products

of Things) module, monitoring performance, sending software operation.

all ensure 2.4 ghz, SSID, password protected, encrypted, static IP s at all times and allow Nilfisk and its Designees remote access to provide remote upgrades and updates of the SC50 software. If any connection Customer may be charged a separate fee for such visit.

and to ensure access to and transmission of data from Customer's er's information found on such systems.

Use 2, Nilfisk owns all Product Data and may process it for any s Designees may access Product Data at any time. Personal data used to identify individuals, is Product Data, not Personal data.

physical facilities and their contents transmitted by cameras, tion ("Images"):

s, models, designs, written materials, posters and facial images.

are embedded in large volume data logs reviewed by Nilfisk or its ors or problems in its operation. If Customer wishes to restrict limitations on Nilfisk services below, instruct Nilfisk in writing to:

isible during Nilfisk's review of data logs;
Nilfisk cannot provide a heightened level of troubleshooting, or;
which case Nilfisk cannot process data or provide data reports.

formation and Nilfisk and its Designees may not use them or

ed Personal Data for any purpose whatsoever and without

cts;

isk product, service, software and technology;

eatures or products and services;

ucts and services; and,

l/or used in reports it sends Customer about Product use:

Product owner or lessee in processing such data as regards details

for cleaning

n

and safely they are operated

efficiently or effectively, and

cessing such data in order to:

ervice or supply SC50s and other Nilfisk products.

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Ordinary Personal Data Customer provides to Nilfisk: The Parties enhance Nilfisk's services to the Customer. Nilfisk shall:

- Send notifications about Product operation, including de after they have accepted the Access Terms in Schedule B
- Only use such data to provide services to Customer; and
- Delete all personal data about those persons at the term

4. Customer shall:

- Not provide Nilfisk with information that identifies or ca
- Not provide Nilfisk with information involving racial or e sexual orientation, health status, union membership, bic
- Endeavor to notify Operators of:
 - o Data collection through Products and data tran
 - o Nilfisk's monitoring of Product operation, inclu

5. Nilfisk shall:

- Process and otherwise use Personal Data as agreed in th provided, however, that Nilfisk shall not be obligated to
- Notify Customer before terminating contact with a perso Product-notifications and who instructs Nilfisk to cease p
- When required by GDPR, execute on its own and/or Cust **agreement** with Designees located outside the EU, Icela
- Ensure its Delegates are bound under a written agreeme
- Immediately delete and/or return to Customer any Perso
- Ensure that its transmission of Personal Data under the accordance with the GDPR, including without limitation,
 - o Limit physical access to computers and servers
 - o Require passwords or similar restrictions to ac provided, however, that Nilfisk does not guarantee that intercepted by third parties.

6. The Parties further acknowledge and confirm that:

- **As regards Ordinary Personal Data exchanged by the Pa**
 - o They have legitimate interests in sharing such technical and commercial goals of their busine
 - o Each Party shall use such data only in the perfo purchase or leasing of Nilfisk Products.
- **For the purposes of these Terms:**
 - o Customer is the Data Controller determining th Data of persons operating Products on its beha
 - o Nilfisk is the Data Processor, processing Perso
- Nilfisk's scope of data processing may vary, as agreed by
 - o Product use, performance, efficiency and impr
 - o Enhancing cleaning procedures;
 - o Time periods when Products are in use and Pro
 - o Service and maintenance.

have legitimate interests in the processing of this data in order to

effects and other problems, to persons designated by Customer, allowing them access to Nilfisk's digital notification system;

termination of these Terms, or otherwise at Customer's request.

cannot directly identify Operators, except as described above.

ethnic origin, religious, political or philosophical beliefs, sex life or biometric data, or criminal activity ("**Sensitive Personal Data**");

transmission devices, and the purposes of data collection; including time and location, and;

these Terms, and as Customer otherwise instructs in writing, carry out any act that it deems, would violate the GDPR;

person, who is designated by Customer to receive Nilfisk's digital processing his/her Personal Data, in accordance with GDPR.

Customer's behalf, an official EU **Standard Contractual Clauses** and, Lichtenstein or Norway, for transfer of Personal Data;

subject to the same obligations as apply to Nilfisk under these Terms;

Personal Data listed in **Clause 4** and received in error from Customer.

These Terms occurs only under adequate security measures in

hosting the Personal Data, and

access the Data Device user reports or other relevant reports, Personal Data transferred via wireless systems cannot be

Parties:

data, including with Nilfisk Designees, in order to achieve the business relationship.

performance of these Terms and of any agreement involving the

the purposes for and means of Nilfisk's processing the Personal

of Operators' Personal Data (as defined in **GDPR Art. 4.7**);

Personal Data as agreed in these Terms, (as defined in **GDPR Art. 4.8**).

of Customer, but includes informing Customer about: improvement;

product location; and

DATA TERMS

- Nilfisk's Designees will perform certain Personal Data processing under these Terms.
 - o Nilfisk may add or replace Designees at its discretion in compliance with applicable laws governing their data processing.
 - o Customer may object to Nilfisk's use of a specific Designee if it affects Customer's significant legal or commercial interests.
- Each Party shall each comply with data privacy legislation applicable to it.
- Each Party shall immediately notify the other of any breach of applicable data privacy laws to mitigate the effects of the breach, cooperate with the relevant authorities if required, and notify the other Party of all such breaches.
- Each Party shall be liable for its breach of applicable data privacy laws and shall otherwise not be liable for any indirect, consequential or punitive damages.
- If Nilfisk is required by GDPR to transfer Personal Data to a Designee which is located outside the EU, Iceland, Lichtenstein or Switzerland, Nilfisk shall notify the other Party of such transfer.

SCHEDULE A – SUB-PROCESSORS

- Track Unit A/S, CVR-nummer 20750170, Gasværksvej 24, 8240 Skovbo, Denmark
- Carnegie Robotics LLC, 4501 Hatfield St., Pittsburgh, PA, USA
-

Nilfisk may update this **Schedule A** with new sub-processors.

SCHEDULE B – ACCESS TERMS to receive digital notifications from Nilfisk

Operators designated by Customer to receive digital notifications from Nilfisk's Product operation must acknowledge Access Terms, agreed hereby, before using any other Nilfisk system sending such notifications. Access Terms are attached to these Data Terms.

Customer agrees to the Access Terms upon its execution of an agreement with Nilfisk. Access Terms are incorporated as an integral part of these Data Terms and shall prevail over any other terms.

Customer shall ensure that Operators follow the Access Terms as a condition of their use of Nilfisk's Product.

processing activities necessary for Nilfisk to perform its obligations

cretion, provided it ensures they agree in writing to comply with
g activities and applicable global IT security standards.

ific sub-processor due to documented, significant risks involving
erests.

n applicable to its activities under these Terms.

ach of Personal Data security measures, take all reasonable steps
e other Party in such mitigation steps, notify data protection
uch actions.

a privacy legislation in accordance with such legislation, but shall
r punitive damages, or attorneys' costs and fees.

nder a Standard Contractual Clauses agreement to Customer,
Norway, the Parties shall execute such an agreement.

, 4., DK-9000 Aalborg, Denmark
15201, USA

sors upon written notice to Customer.

n Nilfisk:

from Nilfisk about Customer's Product fleet and/or individual
y by Nilfisk and Customer, in order to gain access to an app or
available here: [LINK](#)

reement involving its purchase or leasing of Products. The Access
d of the applicable Product purchase or lease agreement.

regards their use of Nilfisk notification systems.