

Definitions:

“Buyer”: The end-purchaser of the Nilfisk Liberty SC50 machine (the “Machine”) to the SC50.

“Nilfisk”: Nilfisk A/S or any of its subsidiaries

These Data Terms, including TrackClean terms below, apply to all Nilfisk machines involving any Nilfisk machine that Buyer has purchased (the “Product Data”), including Liberty SC50 machines.

- 1 **Wi-fi, upgrades and updates.** Buyer shall ensure 2.4 GHz wireless network speed, two-way wi-fi or similar connectivity to the Machine for remote access to the Nilfisk SC50 machine. This includes software upgrades and updates of the Nilfisk SC50 machine and any accessories. For such wifi connection Buyer may be charged a separate fee.
- 2 **Collection of data.** Buyer acknowledges that the performance, environment of application and similar factors affect the Nilfisk SC50 machine’s software log, (ii) data collected from the Nilfisk SC50 machine. Buyer agrees that all Product Data may be accessed by NILFISK (or its designee, including its subsidiaries) in its ownership to any and all Product Data. Machine Data is defined in clause 4, below (Data Privacy).
- 3 **Nilfisk’s use of Product Data.** As regards Product Data transmitted, the following applies for physical facilities transmitted:
 - a) Subject to paragraphs (b) and (c) below, s. 10 of the Danish Data Protection Act, Nilfisk may freely use and share such Product Data.
 - b) Buyer’s confidential information so transmitted, including, without limitation, information contained in or disclosed by such items, e.g. trade secrets, may not use such confidential information.
 - c) Nilfisk may freely share Product Data with its subsidiaries, confidential information included in Product Data, but not confidential information that is essential to the operation, service or supply of Nilfisk products and services. The SC50 operates on a confidential floorplan for cleaning.
- 4 **Personal Data and their processing.** **Personal data** means any data that identifies or could identify an individual (4.1). **Pseudonymized personal data** under these Data Terms is Product Data in its use, e.g. how, when and where it is operated. Such data may be used, but Buyer may be able to combine that data with other data to identify individual operators (further defined in clause 4.1).

Personal data that have been **aggregated or anonymized** are not Product Data, not Personal data.

Buyer and Nilfisk shall each comply with applicable laws and regulations of information about the operation, by Buyer’s employees, of the Nilfisk machines. Data privacy laws govern how we may use Product Data as defined below.

TERMS

SC50 machine or the buyer of the user rights and services in relation

are an integral part of any agreement between Buyer and Nilfisk
based and that transmits data from the machine to Nilfisk (Product

2.4 ghz, SSID, password protected, encrypted, static IP address, high
Nilfisk SC50 machine at all times and allow Nilfisk (or its designee)
enables Nilfisk to access software log data, and to provide remote
software. If any service visit is required due to the failure to provide
rate fee for such service visit.

Nilfisk SC50 machines generate data on their use, application,
similar data ("**Product Data**"). This includes (i) data available via the
used by the TrackClean solution or (iii) other remote solutions related
Product Data generated by or relating to the Nilfisk SC50 machine
(including sub processors) at any time, and that Nilfisk shall have full
rights may also generate and transmit Personal Data, as described in

Product Data containing images and other information involving Buyer, the
collected by cameras, sensors or other devices, during the use of the SC50s:

Such Product Data are and remain Nilfisk's exclusive property and
Product Data.

Product Data transmitted to Nilfisk is and remains Buyer's exclusive property, including,
images and information captured by cameras at Buyer's facilities contained in images, and information
such as equipment, models, whiteboards, posters or documents. Nilfisk
may use such data for any purpose, except as set out in the following sub-clause;

Product Data may be shared with third parties, but shall, at Buyer's request, make Buyer's
Product Data unrecognizable before sharing. Nilfisk may likewise use such
data for the design, development, enhancement, operation, production,
marketing, services, software and technology, including the SC50s, e.g. how a
machine identifies or circumvents models or designs located on the surface it is

Product Data may be used to identify an individual (further defined in GDPR art.
4.1). Product Data Terms means data transmitted to Nilfisk by a machine about
such data does not identify any operator to Nilfisk or its designees,
nor other personal data in Buyer's possession, e.g. operator timesheets,
(as defined in GDPR art. 4.5).

Product Data, **anonymized**, such that they cannot be used to identify individuals, are

Product Data may be used in accordance with applicable data privacy laws as regards its use, storage and other processing
by employees or other persons operating Liberty SC50 or other Nilfisk
machines. Nilfisk may use, store, share, transfer and otherwise process personal data, as

Because Nilfisk is based in the European Union, Nilfisk is subject to the General Data Protection Regulation 678/2016 (GDPR), as set out below where Buyer is based in any country. If Buyer is based in the EU or Norway,

Nilfisk and Buyer confirms to have legitimate interest in processing personal data of employees in order to achieve the following:

Persons operating Buyer's Liberty machines: As regards the persons operating the Liberty SC50 machines Buyer confirms:

- Buyer confirms to have a legitimate interest in processing personal data of the operators as regards machine use, including:
 - o How, when and where machines are used
 - o Details of damage to machines during use
 - o Efficiency of the machines and how to improve it
 - o Whether the machines can be operated in a more efficient way

- Nilfisk confirms that it and any of its designees are processing personal data in order to:
 - o fulfil its obligations to Buyer, and
 - o design, develop, enhance, operate, maintain and improve the TrackClean solution

Use of Personal Data. Nilfisk may receive personal data from the operators, via the TrackClean machine, and may use such data:

1. To enhance the performance of the TrackClean solution
2. To design and develop new features
3. To operate, produce, service or support the TrackClean solution
4. To provide research data, and
5. For other business purposes.

Nilfisk may share data with relevant designees to the extent necessary.

Personal data regarding operators will not be processed for purposes other than the TrackClean solution or other remote solutions.

TrackClean Terms. The TrackClean terms apply to all TrackClean solution transmission devices supplied to Buyer by NILFISK. The TrackClean Terms apply when and where it is operated, to Nilfisk, which provides the TrackClean Terms govern personal data transmitted to Nilfisk, as set out above.

5. The Parties acknowledge and confirm that:

- a. Buyer is the Data Controller determining the purposes and means of processing operators' Personal Data (as defined in clause 1 above)
- b. NILFISK is the Data Processor, processing Personal Data on behalf of Buyer in accordance with GDPR Art. 4.8. NILFISK may freely use Personal Data to identify individuals to Nilfisk or its designees, as set out in clause 4 above.
- c. NILFISK provides Buyer with certain Personal Data, which Buyer may choose to use with other operator Personal Data.
- d. The scope of data processing by NILFISK is limited to the following: limitation, informing Buyer about:
 - i. Machine use, performance
 - ii. Enhancing cleaning procedures
 - iii. Time periods when Productivity is low
 - iv. Service and maintenance.

(EU), it must always comply with EU General Data Protection
when processing data from Liberty SC50 or other machines located in
EU. GDPR also applies to Buyer.

Interests in exchanging names, contact details and other relevant
information to meet the technical and commercial goals of those Data Terms.

regards the personal data of any of Buyer's employees or other
person who has purchased ("**operators**"),
as employer and/or machine owner in processing the personal data
including knowing
who operated
the machine operation
efficiently and safely they are operated
to be operated more efficiently or effectively, and

Buyer has a legitimate interest in processing the personal data of those

to produce, service or supply Liberty SC50 and other Nilfisk products.

personal data that has been aggregated and anonymized, and
data from TrackClean or other remote solutions related to the Nilfisk SC50

to Nilfisk SC50 machines and other Nilfisk products and services,
to provide products and services,
to supply Nilfisk products and services,

to the extent required for them to perform agreed processing tasks.

presented separately in the Product Data provided to Nilfisk through
TrackClean related to the Nilfisk SC50 machine.

SC50 and other Nilfisk machines using TrackClean or other data
collection devices. These devices transmit data about machine use, such as how
often the machine processes the data and reports the results back to Buyer. These
data include such as pseudonymized personal data, as described in clause 4

defining the purposes for and means of NILFISK's processing Product
Data (in GDPR Art. 4.7);

processing operators' Personal Data as agreed with Buyer, as defined in
Data Terms for any purpose pseudonymized Personal Data that do not
include identifiers, as well as any anonymized or aggregated data, as set out

Personal Data involving machine operation that Buyer may
possess or process in Buyer's possession;

Product Data may vary, as agreed by Buyer, but includes, without

limitation, efficiency and improvement;

Product Data;

Product Data are in use and Product location; and

NILFISK's EU-based Sub-Processor(s) identified in the Data Terms for activities necessary for NILFISK to perform its obligations under the Data Terms. Nilfisk may add or replace sub-processors at its discretion, provided that such sub-processors are subject to applicable laws governing their data processing activities.

Buyer may object to NILFISK's use of a specific sub-processor if such use is in Buyer's significant legal or commercial interests.

e. Buyer and Nilfisk will exchange (transfer) Personal Data

6. IF BUYER WISHES TO RECEIVE THE PERSONAL DATA FROM NILFISK AT A LOCATION OUTSIDE ICELAND, LICHTSBERG SHALL EXECUTE A TRANSFER AGREEMENT REQUIRED UNDER GDPR TO FIRST EDITION OF THE EU COMMISSION ("TRANSFER AGREEMENT") WITH NILFISK, AND BUYER SHALL EXECUTE IT WITH NILFISK. NILFISK SHALL BE BOUND BY ALL OBLIGATIONS. ANY TRANSFER AGREEMENT SHALL BE A PART OF EVERY FUTURE RELATED AGREEMENT.

FYI: CLICK [HERE](#) TO SEE EXAMPLES OF TRANSFER ARRANGEMENTS.

7. Buyer shall:

- f. Not provide Nilfisk with information including, but not limited to, personal telephone numbers, addresses, other than names and contact details, unless otherwise agreed.
- g. Not provide Nilfisk with information including, but not limited to, philosophical beliefs, sex life or sexual orientation, or criminal activity;
- h. Notify operators that:
 - i. The data are collected through cookies or similar collection; and
 - ii. Nilfisk's monitoring machinery.
- i. Provide instructions to Nilfisk on processing of Personal Data;
- j. Ensure that its transfer of Personal Data to Nilfisk is done under adequate security measures in accordance with the Data Terms.

8. Nilfisk shall:

- k. Process the Personal Data as agreed in the Data Terms, in any act that it deems, in good faith, to be necessary for the performance of its obligations under the Data Terms;
- l. Not use the Personal Data for any purpose other than those specified in the Data Terms and as Buyer further instruct in writing;
- m. When required by GDPR, execute obligations to transfer Personal Data to sub-processors located outside the EEA;
- n. Ensure that Vendors are bound under the Data Terms, and that they are bound under those Data Terms;
- o. Immediately delete and/or return to Buyer all Personal Data which Nilfisk inadvertently receives, unless otherwise instructed by Buyer;
- p. Ensure that its transmission of Personal Data to Buyer is done under adequate security measures in accordance with the Data Terms:
 - i. Limit physical access to computer systems;
 - ii. Require passwords or similar security measures for relevant reports;

provided however, that Nilfisk provides no guarantee that Personal Data cannot be intercepted by third parties.

in Schedule A will perform certain Personal Data processing obligations under those Data Terms.

discretion, provided it ensures they agree in writing to comply with applicable global IT security standards.

sub-processor due to documented, significant risks involving

transfer) Personal Data with each other and sub-processors.

RESULTS OF NILFISK'S PROCESSING OF PERSONAL DATA AT A TRENSTEDT, NORWAY OR THE EU COUNTRIES, NILFISK MAY BE REQUIRED TO EXECUTE A DATA TRANSFER AGREEMENT IMPOSED BY THE EU ("EU TRANSFER AGREEMENT"). WHEN SUCH TRANSFER AGREEMENT IS IMPOSED, NILFISK SHALL, WITHOUT DELAY, IN ACCORDANCE WITH NILFISK'S LEGAL OBLIGATIONS, EXECUTE SUCH AGREEMENT SHALL FORM AN INTEGRAL PART OF THESE TERMS AND CONDITIONS OF SALE BETWEEN THE PARTIES.

OF OFFICIAL EU DATA TRANSFER AGREEMENTS FOR OTHER DATA

that identifies or can directly identify operators, such as names, addresses, employee identification numbers, and e-mail addresses, and other contact information of employees necessary to carrying out these Data Terms,

including involving racial or ethnic origin, religious, political or sexual orientation, health status, union membership, biometric data,

through data transmission devices and the purpose of data

the operation, including time and location;

processing data only in writing; and

Personal Data under those Data Terms, if subject to GDPR, occurs only in accordance with the GDPR.

provided however, that Nilfisk shall not be obligated to carry out processing that would violate the GDPR;

purpose other than as set out in these Terms and the Data Terms, or for any other purpose;

in its own and/or CUSTOMER's behalf, a Transfer Agreement with a third party in the EU, Iceland, Lichtenstein or Norway;

enter into a written agreement to the same obligations as apply to Nilfisk

Buyer Personal Data, described in Clauses 3(a) or 3(b), above, and may only use such data as permitted under these Terms.

Personal Data under those Data Terms occurs only under adequate technical and organizational measures in accordance with the GDPR, including without limitation,

computers and servers hosting the Personal Data, and;

any other measures or restrictions to access the TrackClean User Reports or other

Nilfisk warrants and guarantees that Personal Data transferred via wireless systems

9. Buyer and Nilfisk shall each:

- q. Immediately notify the other of any steps to mitigate the effects of the breach and notify data protection authorities if required.
- r. Be liable for breach of its obligations for any indirect, consequential or punitive damages or any other provision in those Data Terms.

SCHEDULE A – SUB-PROCESSORS

- Track Unit A/S, CVR-nummer 20750170, Gasværksvej 24, 4.,

breach of Personal Data security measures, take all reasonable
reach, cooperate with the other Party in such mitigation steps,
required, and notify the other Party of all such actions; and
in accordance with the GDPR, but shall not be liable to the other
mitive damages, or attorneys' costs and fees, notwithstanding any

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