

DATA TERMS APPLICABLE TO NILFISK LIBERTY AND TRACKCLEAN AND OTHER CONNECTIVITY DEVICES TR

Background and Definitions:

“Customer”: The end-user(s) of the Nilfisk Liberty SC50 machine (including an entity or group of entities that has purchased or leased Agreements involving the purchase or lease of Products may refer

“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 invo

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

Nilfisk collects the following types of data involving Product oper

- **Product Data**: All data covering Product use, application and performance, including how, when and where Products are operated from and by which devices that can be attached to machines, and/or other accessories, **except** the following 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, and is stored from Nilfisk with other personal data in Customer’s possession.
- **Ordinary Personal Data**:
 - o Names, e-mails, and phone numbers of site and equipment managers who receive digital notifications from Nilfisk about Product use, e.g. required maintenance;
 - o Names, titles and relevant contact information of site and equipment managers in 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 Connectivity Devices
- Transmitted by other attachable/detachable Connectivity Devices
- Provided by Customers that choose to use Nilfisk’s digital connectivity services

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 GDPR.
- Because Nilfisk is based in the European Union (EU), the processing of personal data by Nilfisk and its Designees is subject to GDPR. If Customer is not based in the EU it may not be subject to GDPR.
- GDPR defines personal data as information that identifies or can identify an individual. Personal data as information that can identify an individual includes, but is not limited to, names, identification numbers, location data, online identifiers, and data on the use of a device.
- GDPR permits companies to process personal data if the company has a legitimate interest in doing so.

OTHER AUTONOMOUS MACHINES AND TO TRANSMITTING MACHINE DATA

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

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

Party 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.

Information:

Usage, performance, environment of application and similar data, for cleaning; and data collected by data transmission connectivity remote solutions related to a Product (“Connectivity Device(s)”),

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

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

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

machines are operated, for quick troubleshooting and service.

Connectivity Devices for use in certain Products, e.g. SC50 models; Data Devices for use in Products generally, e.g. TrackClean units, or; 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 not GDPR, but it must comply with its obligations in these Terms.

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

Parties have legitimate business interests in doing so.

DATA TERMS APPLICABLE TO NILFISK LIBERTY AND O TRACKCLEAN AND OTHER CONNECTIVITY DEVICES TR

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 o

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

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

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 affiliates may use Product Data that has been **aggregated and anonymized**, such that it cannot be

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

- a. Images are only created i) when a machine is in autonomous mode and ii) when a machine is at its home location tag, and ii) if a machine operation problem is detected, taking a frontal image.
- b. Images are stored in embedded machine data-heavy logs.
- c. Images are transmitted to Nilfisk only when its remote service technicians are on-site.
- d. If Customer wishes to restrict Nilfisk's access to Images, it shall instruct its remote service technicians on Nilfisk services to Customer described below, instructing them to:
 - o Instruct its remote service technicians never to take images.
 - o Never transmit data logs, in which case Nilfisk will continue to transmit basic machine operation data.
 - o Deactivate all data transmission devices, in which case Nilfisk will not provide remote service or certain other services, e.g. software updates.
- e. Images remain embedded in data logs until logs are deleted after machine operation, unless otherwise agreed.
- f. Images remain Customer's confidential proprietary information and shall be used only to assist Customer to resolve machine service issues, or

3. Nilfisk's Processing of Personal Data.

Pseudonymized Personal Data: Nilfisk may process Pseudonymized Personal Data for a limitation 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.

OTHER AUTONOMOUS MACHINES AND TO TRANSMITTING MACHINE DATA

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

all ensure 2.4 ghz, SSID, password protected, encrypted, static IP 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 server's information found on such systems.

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

Facilities and/or their contents transmitted by cameras, images and photos ("Images"):

Autonomous mode and an operator causes it to scan an image of the environment. For example, it encounters an obstacle that it cannot find a route around.

Images are stored in data logs, unless transmitted to Nilfisk as set out in (c) below. The service team requests transfer of data logs to support service. Nilfisk may, at its discretion but subject to the resulting limitations, delete data logs at Nilfisk in writing to:

- to view Images in data logs;
- to provide a heightened level of troubleshooting, but not to delete data, or;
- in which case Nilfisk cannot process data, send data reports, provide trending notifications on machine operation and service.

Images are deleted, usually approximately after one month of regular cleaning.

Images and Nilfisk and its Designees may not use them except to troubleshoot or share them with third parties.

Images are not used for any purpose whatsoever and without

Images;

Images are not used for Nilfisk product, service, software and technology;

Images are not used for features or products and services;

Images are not used for products and services; and,

DATA TERMS APPLICABLE TO NILFISK LIBERTY AND TRACKCLEAN AND OTHER CONNECTIVITY DEVICES TR

As regards Pseudonymized Personal Data collected by Nilfisk and

- Customer has a legitimate interest as employer and/or P 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 a
 - o Whether the Products can be operated more e
- Nilfisk and its Designees have legitimate interests in pro
 - o Fulfill Nilfisk's obligations to Customer, and
 - o Design, develop, enhance, operate, produce, s

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, Icelan approved data transfer agreements requiring such Desig
- 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 thes 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.

OTHER AUTONOMOUS MACHINES AND TO TRANSMITTING MACHINE DATA

1/ 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

processing such data in order to:

service or supply SC50s and other Nilfisk products.

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

defects and other problems, to persons designated by Customer,

3 allowing them access to Nilfisk's digital notification system;

,

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

n directly identify Operators, except as described above.

ethnic origin, religious, political or philosophical beliefs, sex life or

ometric data, or criminal activity ("**Sensitive Personal Data**");

transmission devices, and the purposes of data collection;

ending time and location, and;

these Terms, and as Customer otherwise instructs in writing,

carry out any act that it deems, would violate the GDPR;

on, 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 (EU

needs to process Personal Data securely and only as instructed);

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

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

se Terms occurs only under adequate security measures in

hosting the Personal Data, and

ccess Connectivity Device user reports or other relevant reports,

Personal Data transferred via wireless systems cannot be

DATA TERMS APPLICABLE TO NILFISK LIBERTY AND TRACKCLEAN AND OTHER CONNECTIVITY DEVICES TR

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 business
 - o Each Party shall use such data only in the performance of purchase or leasing of Nilfisk Products.

- **For the purposes of these Terms:**
 - o Customer is the Data Controller determining the Data of persons operating Products on its behalf
 - o Nilfisk is the Data Processor, processing Personal Data

- Nilfisk's scope of data processing may vary, as agreed by the Parties:
 - o Product use, performance, efficiency and improvement
 - o Enhancing cleaning procedures;
 - o Time periods when Products are in use and Product
 - o Service and maintenance.

- Nilfisk's Designees will perform certain Personal Data processing under these Terms.
 - o Nilfisk may add or replace Designees at its discretion in accordance with applicable laws governing their data processing
 - o Customer may object to Nilfisk's use of a specific Designee if Customer's significant legal or commercial interests require; Nilfisk will provide Customer with all its services under the Terms

- 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 outside the EU, Iceland, Lichtenstein or Switzerland, Nilfisk shall

SCHEDULE A – SUB-PROCESSORS

- Track Unit A/S, CVR-nummer 20750170, Gasværksvej 24, 2600 Lyngby, 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

Operators designated by Customer to receive digital notifications from Nilfisk Product operation must acknowledge Access Terms, agreed hereby, and any other Nilfisk system sending such notifications. Access Terms are attached hereto

Customer agrees to the Access Terms upon its execution of an agreement. Access Terms are incorporated as an integral part of these Data Terms and shall

Customer shall ensure that Operators follow the Access Terms as a condition of

OTHER AUTONOMOUS MACHINES AND TO TRANSMITTING MACHINE DATA

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 Data of Self Operators' Personal Data (as defined in **GDPR Art. 4.7**);
Personal Data as agreed in these Terms, (as defined in **GDPR Art. 4.8**).

Customer, but includes informing Customer about:
movement;

product location; and

processing activities necessary for Nilfisk to perform its obligations

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

specific sub-processor due to documented, significant risks involving
interests, in which case it may be impossible for Nilfisk to continue to
the Agreement and/or these Data Terms.

in applicable to its activities under these Terms.

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

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

under 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.

in Nilfisk:

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

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

regards their use of Nilfisk notification systems.