

# Access Terms to Nilfisk Data Connectivity Devices and Systems

## 1. Background and Acknowledgement.

1.1. These Access Terms have been agreed between Nilfisk and the Nilfisk customer (Customer) that owns or rents the Nilfisk machines that you, as Customer's employee or otherwise, are operating or otherwise responsible for supervising on Customer's behalf, e.g. as a site manager, through your use of the Nilfisk machine software described in **section 2** of these Access Terms ("**Software**"). These Access Terms explain how you may access and use the Software on Customer's behalf, under terms that Nilfisk and Customer have agreed.

Nilfisk and Customer have entered into separate agreements covering Customer's purchase or lease of machines and its use of the Software, including Customer's payment for accessing the Software, and how Nilfisk may use your personal data (**see section 7, below**). By downloading, installing, copying, logging in or otherwise using the Software, you acknowledge that you understand the terms and conditions in these Access Terms. These Terms are part of the agreements between Customer and Nilfisk. **If you do not want to follow these terms and conditions DO NOT download, install or use the Software, and immediately contact Customer with your concerns.**

1.2. Customer has provided Nilfisk with your personal data as follows: your name and e-mail address and/or cell phone number, in order that you can receive notifications from Nilfisk about the use of the machines and/or Software.

## 2. Software.

2.1. The Software includes web based platforms and downloaded mobile applications including all HTML files, XML files, Graphics files, animation files, data files, technology, development tools scripts and programs, both in object code and source code, and the deliverables provided under these Access Terms, such as associated media, printed materials and online or electronic documentation.

2.2. Nilfisk owns the data generated by your use of the Software, as well as all intellectual property rights (IPR) and know-how in and to the Software, including object and source codes, copies, improvements, enhancements, derivative works and modifications thereof. Your accessing and using the Software do not give you any rights to the Software or its IPR or know-how.

2.3. The Software is intended for use in the cleaning industry and/or with cleaning purposes.

2.4. The Software is developed by Nilfisk for specified uses, including administration of cleaning equipment, logging the location or condition of cleaning equipment, or providing an overview of how cleaning operations are performed at a given location. The data may focus on machine performance and location, statistics and recommendations as to how to improve or optimize the cleaning operations. The Software may be able to provide you and/or Customer with information, recommendations, notifications, and other suggestions.

## 3. Your access to and use of the Software.

3.1. Under Nilfisk's agreements with Customer, you may use the Software only as described in section 2, including downloading, installing, accessing and using the Software. You may not modify, copy or otherwise change the Software, or extract any software in full or any partial code, algorithms or graphics, or extract or share data presented in the Software. Your access to and use of the Software occurs only in your work on Customer's behalf with the Nilfisk machines. You may not use Software for any other purpose than described in these Access Terms.

**4. Software Updates.**

4.1. Nilfisk will make updates to the Software available to you as soon as possible.

**5. Responsibility.**

5.1. You are responsible for safe storage of the data, as instructed by the Customer or Nilfisk.

**6. Termination and discontinuation of Software.**

6.1. These Access Terms take effect on the date when the Software has been made available to you by your downloading, installing, copying, logging in or otherwise using the Software.

6.2. These Access Terms remain in effect until you delete the Software or until you or the Customer instruct Nilfisk to delete you from the list of persons receiving notification about the Software.

6.3. Nilfisk can terminate these Access Terms in its discretion by notifying you in writing 30 days before termination.

6.4. Nilfisk may cease providing the Software at its sole discretion, to comply with a legal requirement or in response to unforeseen circumstances beyond Nilfisk's control, without any liability toward you. In this event Nilfisk will inform you prior to the discontinuation.

6.5. Nilfisk can terminate these Access Terms without notice if you use the Software in a way that would cause a real risk of harm or loss to Nilfisk or other users of the Software, or in situations where you are not complying with these Terms.

6.6. If these Access Terms are terminated by Nilfisk, you shall delete the Software on all equipment to which it has been downloaded and return to Nilfisk any materials you have received in relation to these Terms.

6.7. If Nilfisk terminates these Access Terms or discontinues providing the Software, or if you delete the Software, Nilfisk may delete all of your data after 90 days.

**7. Data Processing and Data Protection.**

7.1. Nilfisk uses and processes your personal data provided by the Customer only as is necessary to provide you with the functions set out in Section 2, and will not share that data with any other party except Nilfisk business partners that support Nilfisk in providing those functions. Nilfisk and the Customer have legitimate commercial interests in ensuring that you can access those functions in order to carry out your work on Customer's behalf.

7.2. Nilfisk will provide data, conclusions and findings generated by the Software to Customer, which controls the operation, of the cleaning equipment used for collecting data, including when, how and where the equipment is used. Customer can use the data to identify you and/or operator of individual cleaning machines. Under data protection laws, Customer is the data controller and Nilfisk is its data processor.

7.3. If instructed by the Customer, you must clearly advise each operator of the Nilfisk machines that Nilfisk collects data on how, when and where a machine is operated at any time. You may not provide Nilfisk with any personal data of equipment operators, including, without limitation, names, titles, employee ID numbers, or other information about work or personal life.

7.4. Nilfisk and Customer will comply with applicable laws governing data privacy, including, if it is applicable, the European Union's (EU) General Data Protection Regulation 2016/679 (GDPR).