

# DATA TERMS APPLICABLE TO NILFISK LIBERTY AND OTHER AUTONOMOUS MACHINES AND TO TRACKCLEAN AND OTHER CONNECTIVITY DEVICES TRANSMITTING MACHINE DATA

## APPENDIX 01 to the Parties' agreement on the sale of Nilfisk SC50 machines

### Background and Definitions:

**"Customer"**: The end-user(s) of the Nilfisk Liberty SC50 machine ("SC50") or any other Nilfisk machine (collectively **"Product(s)"**), including an entity or group of entities that has purchased or leased Products directly from Nilfisk or indirectly from a third party. Agreements involving the purchase or lease of Products may refer to Customer by other titles, e.g. Buyer, Lessee or End User.

**"Nilfisk"**: Nilfisk A/S and/or any of its global subsidiaries, which Nilfisk A/S shall ensure is bound by these **Data Terms**.

Customer and Nilfisk are also referred to in these Terms individually as a **Party** and collectively as the **Parties**.

### **Relationship of these Data Terms to Customer's agreements involving its purchase or leasing of Products:**

- These **Data Terms ("Terms")** are incorporated as an integral part of any agreement between Customer and Nilfisk involving the purchase or lease of any Product that transmits data to Nilfisk and/or its **Designees** (Sub-processors and other partners listed in Schedule A). If Customer has purchased or leased Products from a third party, e.g. a dealer or rental organization, these Terms form a separate agreement between Customer and Nilfisk involving data transmitted by Products to Nilfisk. **The Parties incorporate these Data Terms into any such agreement by their signatures below.**
- These Terms govern how Nilfisk and its Designees process data they collect about Product operation, such as how Products are operated by Customer's employees or other persons acting on Customer's behalf ("**Operator(s)**"). Nilfisk incorporates that data into its reports to Customer detailing and analyzing Product operation, as described in agreements for purchasing or leasing Products. Processing includes collecting, using, analyzing, sharing, transferring and storing data.

### **Nilfisk collects the following types of data involving Product operation:**

- **Product Data:** All data covering Product use, application, performance, environment of application and similar data, including how, when and where Products are operated for cleaning; and data collected by data transmission connectivity devices that can be attached to machines, and/or other remote solutions related to a Product ("**Connectivity Device(s)**"), **except** the following two data categories;
- **Pseudonymized Personal Data:** Data (under applicable laws) in Nilfisk reports on how, when and where a specific Product is operated; and machine key numbers. Such data does **not** identify any Operator to Nilfisk or its Designees, but *Customer* may be able to combine such data with Operators' personal data in *its* possession to identify individual Operators;
- **Ordinary Personal Data:**
  - o Names, e-mails, and phone numbers of site and fleet managers and other persons designated by Customer to receive digital notifications from Nilfisk about Customer's Product fleet and/or individual Product operation, e.g. required maintenance;
  - o Names, titles and relevant contact information that the Parties exchange on employees involved in their business relationship, e.g. supply, service and maintenance of Products, invoicing and payment, etc.
- Nilfisk records the name and address of locations where machines are operated, for quick troubleshooting and service.

### **Nilfisk collects the above data as follows:**

- Transmitted directly by specific attachable/detachable Connectivity Devices for use in certain Products, e.g. SC50 models;
- Transmitted by other attachable/detachable Connectivity Devices for use in Products generally, e.g. TrackClean units, or;
- Provided by Customers that choose to use Nilfisk's digital Product-notification systems, e.g., apps, Nilfisk web-portal.

### **European Union General Data Protection Regulation 2016/679 ("GDPR"):** <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

- GDPR sets out requirements on the **processing of personal data** that **must** be followed by all companies based in the EU, including when they deal with parties outside the EU. Nilfisk risks severe penalties if it violates GDPR requirements.
- Because Nilfisk is based in the European Union (**EU**), these Terms include GDPR provisions that may apply to Nilfisk. If Customer is not based in the EU it may not be subject to GDPR, but it must comply with its obligations in these Terms.
- GDPR defines personal data as information that identifies or can identify an individual (**Art. 4.1**), and pseudonymized personal data as information that can identify an individual only when combined with other personal data (**Art. 4.5**).
- GDPR permits companies to process personal data if they 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) module, monitoring performance, sending software updates and transmitting data on e.g. machine use and cleaning operation.

If Customer cannot provide stable 3G/4G access to machines, it shall ensure 2.4 ghz, SSID, password protected, encrypted, static IP address, high speed, two-way wi-fi or similar connectivity to SC50s at all times and allow Nilfisk and its Designees remote access to SC50s. This enables Nilfisk to access software log data, and to provide remote upgrades and updates of the SC50 software. If any service visit is required due to the failure to provide such wi-fi connection Customer may be charged a separate fee for such visit.

Nilfisk may access Customer's connectivity systems only as needed to ensure access to and transmission of data from Customer's Nilfisk Products, and shall not access or attempt to access Customer's information found on such systems.

**2. Nilfisk's use of Product Data.** Except as set out below in this **Clause 2**, Nilfisk owns all Product Data and may process it for any purpose whatsoever, without limitation of time, and Nilfisk and its Designees may access Product Data at any time. Personal data that has been **aggregated and anonymized**, such that it cannot be used to identify individuals, is Product Data, not Personal Data.

**As regards Product Data containing images of Customer's physical facilities and/or their contents transmitted by cameras, sensors or other devices during SC50s (or similar Products) operation ("Images"):**

- **a.** Image files are only created automatically when a machine is in autonomy mode and an operator causes it to scan an image of the wall-mounted home location tag placed by customer at its discretion. The image of the home location tag is required for the machine to establish a reference point in a facility. Images of the home location tag are captured at a single time event when the scan of the tag occurs, usually at a distance of between 0.5 and 1.5m from the Product's front end. Operators should avoid taking any image that includes persons.
- **b.** Such image files are stored in embedded machine data-heavy data logs, unless transmitted to Nilfisk during machine service, requiring that an authorized Nilfisk support team member send a time bound log sample to Nilfisk cloud services. Stored image files are deleted automatically after approximately one month of regular cleaning operation, unless otherwise agreed.
- **c.** Upon Customer's prior written request and consent, Nilfisk will also program Products to allow an Operator to trigger image capture, and/or Nilfisk to remotely capture images, for machine operation diagnostic purposes. Such image files may include images of the areas being cleaned, and are stored and transmitted as stated above.
- **d.** Images remain Customer's confidential proprietary information and Nilfisk and its Designees may not i) use them except to assist Customer to resolve machine service issues, or ii) share them with third parties.

### **3. Nilfisk's Processing of Personal Data.**

**Pseudonymized Personal Data:** Nilfisk may process Pseudonymized Personal Data to service, enhance and maintain Customer's Products;

- When Nilfisk anonymizes and/or aggregates that data such that it no longer identifies a specific Customer Product, the data becomes Product Data that Nilfisk may use for any purpose whatsoever and without limitation of time, such as:
  - Enhancing the performance of SC50's and any other Nilfisk product, service, software and technology;
  - Generating research data and design and develop new features or products and services;
  - Operating, producing, servicing or supplying Nilfisk products and services; and,
  - Sharing such data with and/or transferring it to third parties.

**As regards Pseudonymized Personal Data collected by Nilfisk and used in reports it sends Customer about Product use:**

- Customer has a legitimate interest as employer and/or Product owner or lessee in the processing of such data as regards details of Product use and operation, including knowing
  - o How, when and where Products are operated for cleaning
  - o Details of damage to Products during operation
  - o Efficiency of the Products and how efficiently and safely they are operated
  - o Whether the Products can be operated more efficiently or effectively.

**Ordinary Personal Data Customer provides to Nilfisk:** Customer has a legitimate interest in the processing of this data in order to enhance Nilfisk's services to the Customer. Nilfisk shall:

- Send notifications about Product operation, including defects and other problems, to persons designated by Customer, after they have accepted the Access Terms in Schedule B allowing them access to Nilfisk's digital notification system;
- Only use such data to provide services to Customer; and,
- Delete all personal data about those persons at the termination of these Terms, or otherwise at Customer's request.

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**4. Customer shall:**

- Not provide Nilfisk with information that identifies or can directly identify Operators, except as described above.
- Not provide Nilfisk with information involving racial or ethnic origin, religious, political or philosophical beliefs, sex life or sexual orientation, health status, union membership, biometric data, or criminal activity ("**Sensitive Personal Data**");
- Endeavor to notify Operators of:
  - o Data collection through Products and data transmission devices, and the purposes of data collection;
  - o Nilfisk's monitoring of Product operation, including time and location.

**5. Nilfisk shall:**

- Process and otherwise use Personal Data as agreed in these Terms, and as Customer otherwise instructs in writing, provided, however, that Nilfisk shall not be obligated to carry out any act that it deems, would violate the GDPR;
- Notify Customer before terminating contact with a person, who is designated by Customer to receive Nilfisk's digital Product-notifications and who instructs Nilfisk to cease processing his/her Personal Data, in accordance with GDPR.
- When required by GDPR, execute on its own and/or Customer's behalf, an official EU **Standard Contractual Clauses agreement** with Designees located outside the EU, Iceland, Lichtenstein or Norway, for transfer of Personal Data (EU approved data transfer agreements requiring such Designees to process Personal Data securely and only as instructed), and follow other applicable GDPR requirements;
- Ensure its Subprocessors are bound under a written agreement to the same obligations as apply to Nilfisk under these Terms;
- Immediately delete and/or return to Customer any Personal Data listed in **Clause 4** and received in error from Customer.
- Ensure that its transmission of Personal Data under these Terms occurs only under adequate security measures in accordance with the GDPR, including without limitation,
  - o Limit physical access to computers and servers hosting the Personal Data, and
  - o Require passwords or similar restrictions to access Connectivity Device user reports or other relevant reports, provided, however, that Nilfisk does not guarantee that Personal Data transferred via wireless systems cannot be intercepted by third parties.

**6. The Parties further acknowledge and confirm that:**

- **As regards Ordinary Personal Data exchanged by the Parties:**
  - o They have legitimate interests in sharing such data, including with Nilfisk Designees, in order to achieve the technical and commercial goals of their business relationship.
  - o Each Party shall use such data only in the performance of these Terms and of any agreement involving the purchase or leasing of Nilfisk Products.
- **For the purposes of these Terms:**
  - o Customer is the Data Controller determining the purposes for and means of Nilfisk's processing the Personal Data of persons operating Products on its behalf (Operators' Personal Data) (as defined in **GDPR Art. 4.7**);
  - o Nilfisk is the Data Processor, processing Personal Data as agreed in these Terms, (as defined in **GDPR Art. 4.8.**).
- Nilfisk's scope of data processing may vary, as agreed by Customer, but includes informing Customer about:
  - o Product use, performance, efficiency and improvement;
  - o Enhancing cleaning procedures;
  - o Time periods when Products are in use and Product location; and
  - o Service and maintenance.
- Nilfisk's Designees will perform certain Personal Data processing activities necessary for Nilfisk to perform its obligations under these Terms.

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- Nilfisk may add or replace Designees at its discretion, provided it ensures they agree in writing to comply with applicable laws governing their data processing activities and applicable global IT security standards.
  - Customer may object to Nilfisk's use of a specific sub-processor due to documented, significant risks involving Customer's significant legal or commercial interests, in which case it may be impossible for Nilfisk to continue to provide Customer with all its services under the Agreement and/or these Data Terms.
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- Each Party shall each comply with data privacy legislation applicable to its activities under these Terms.
  - Each Party shall immediately notify the other of any breach of Personal Data security measures, take all reasonable steps to mitigate the effects of the breach, cooperate with the other Party in such mitigation steps, notify data protection authorities if required, and notify the other Party of all such actions.
  - Each Party shall be liable for its breach of applicable data privacy legislation in accordance with such legislation, but shall otherwise not be liable for any indirect, consequential or punitive damages, or attorneys' costs and fees.
  - If Nilfisk is required by GDPR to transfer Personal Data under a Standard Contractual Clauses agreement to Customer, which is located outside the EU, Iceland, Lichtenstein or Norway, the Parties shall execute such an agreement, and follow other applicable GDPR requirements.

**Schedules follow.**

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**SCHEDULE A – SUB-PROCESSORS**

- Track Unit A/S, CVR-nummer 20750170, Gasværksvej 24, 4., DK-9000 Aalborg, Denmark
- Carnegie Robotics LLC, 4501 Hatfield St., Pittsburgh, PA. 15201, USA

Nilfisk may update this **Schedule A** with new sub-processors upon written notice to Customer.

**SCHEDULE B – ACCESS TERMS to receive digital notifications from Nilfisk:**

Operators designated by Customer to receive digital notifications from Nilfisk about Customer's Product fleet and/or individual Product operation must acknowledge Access Terms, agreed hereby by Nilfisk and Customer, in order to gain access to an app or other Nilfisk system sending such notifications. Access Terms are available [HERE](#).

Customer agrees to the Access Terms upon its execution of an agreement involving its purchase or leasing of Products. The Access Terms are incorporated as an integral part of these Data Terms and of the applicable Product purchase or lease agreement.

Customer shall ensure that Operators follow the Access Terms as regards their use of Nilfisk notification systems.