

## DIGITAL SERVICES AGREEMENT – NILFISK MY FLEET

Nilfisk A/S  
Business reg. no. (CVR) 62572213  
Marmorvej 8  
2100 Copenhagen  
Denmark

and [Customer name]  
[Address]

(hereinafter referred to as "Nilfisk")

(hereinafter referred to as "Customer").

(Nilfisk and Customer are each a "Party" and collectively the "Parties")

### 1. Background

- 1.1 Customer wants to have access to the digital solution Nilfisk My Fleet ("My Fleet") made available by Nilfisk and to receive the Services further specified below which are provided by Nilfisk to Customer through My Fleet.
- 1.2 The Parties have therefore entered into this Digital Services Agreement ("DSA") whereby Nilfisk agrees to provide the Customer with the Services through My Fleet on the terms and conditions set out herein.

### 2. Definitions

"Administrator" means a User (such as a Customer Fleet Manager or similar) who is authorized by the Customer to create accounts for Users (Standard Users or Administrators) and adjust the settings for the Customer's and its Users' use of the Services provided through My Fleet.

"Customer" means the party to whom Nilfisk provides the Services under this Services Agreement.

"Products" means the Nilfisk products and/or other cleaning equipment from other manufacturers owned and/or leased by Customer which can be managed by the Customer within My Fleet.

"Services" means the various services offered by Nilfisk to the Customer through My Fleet such as product information made available to the User by Nilfisk about such Products, service history, Product specifications and associated documents as well as information about the Product's performance and operation, run time, battery status, water consumption etc., notifications provided by Nilfisk to the User of any deviations and issues with the Product, in order to assist the User with keeping the Product operational and functional, addon services such as battery health monitoring, user federation and similar to enhance the service experience as well as any similar information provided by Nilfisk to the User via My Fleet.

"Standard User" means a User who may use the Services, but who is not an Administrator.

“Terms” means the Nilfisk My Fleet End-User Terms of Use which all Users must accept in order to be able to use the Services.

“User” means an individual using the Services under the Customer’s account, either as a Standard User or an Administrator.

2.1 **Nilfisk My Fleet** Nilfisk My Fleet consist of an app and a web portal that allows Users to gain access to certain machine operation and maintenance data about its Product(s) which are transferred to the app/web portal as the Products(s) is connected and transmits such machine operation and maintenance data by way of design or through a Nilfisk Connectivity Module, as well as other data available about the Product(s) that doesn’t require connectivity.

2.2 The Customer will choose different subscription plans (with various duration, price etc.) for each Product that will allow the Customer to receive the agreed Services.

### 3. **Prices for subscriptions and Terms of Payment**

3.1 The Customer may purchase different subscription plans for the Products and Services with different duration and price either by accepting a quote (the “Quote”) from Nilfisk in writing in which case the Quote is legally binding and subject to this Agreement. The Customer may also submit an order (including, but not limited to, by purchase order, email, phone or otherwise) (an “Order”) to Nilfisk. Such Order shall be deemed to be an offer by the Customer to purchase the subscription plan for the Product(s) subject to this Agreement. Supplier may reject any Order without reason. Each Order shall only be deemed accepted once confirmed in writing by Supplier in a written Order confirmation or, if earlier, when the access to My Fleet has been granted by Nilfisk for such Product(s).

3.2 The price for any subscription plan for the Product(s) shall be stated in the Quote and/or Order.

3.3 Unless otherwise agreed in writing, each invoice for subscription plans for the Product(s) shall be payable net thirty (30) days from the date of Nilfisk invoice and shall be paid by electronic bank transfer to the account and in the currency stated on the invoice.

### 4. **Provision of the Services and User Accounts**

4.1 Nilfisk will through My Fleet provide the Customer with the Services in accordance with this DSA, subject to the Customer’s compliance with its obligations under this DSA.

4.2 To access the Services, Nilfisk will provide Customer with an Administrator account. The Administrator may create User accounts and may adjust the settings and authorizations for such User’s use of the Services. Any User account that are not in use for an extended period shall be deleted by the Administrator. A User account may only be used by one User and may not be shared.

4.3 The Customer will be deemed to have taken any action that the Customer permits, assists or facilitates any User or other person to take during the use of the account and the Services provided.

4.4 The Customer undertakes to keep all log-in credentials related to My Fleet and the associated Services confidential. Such log-in credentials may not be transferred to any third party and shall be stored securely. The Customer may only grant third parties’ access to the Services if such third party shall use the Services on behalf of the

Customer. The Customer is liable towards Nilfisk for any loss or damage suffered by Nilfisk related to or arising from a third party who has been granted access to the Services by the Customer.

4.5 The Customer must notify Nilfisk if it believes or has reason to believe that an unauthorized third party has gained access to My Fleet and the Services provided.

4.6 Nilfisk shall be entitled in its own discretion to suspend the Customers access to My Fleet and the Services if Nilfisk deems it likely that any unauthorized third party has gained access to My Fleet and the Services.

## 5. Customer's use of the Services

5.1 The Customer may only use My Fleet and the Services provided for its intended purposes (meaning only humans may use the Services and no programs and/or robots of any kind shall be allowed to use My Fleet and the Services in any way either by scraping or otherwise) and in a lawful manner and in compliance with applicable laws and must not cause, or knowingly allow others to directly or indirectly cause, any interruption, nuisance, or inconvenience to Nilfisk or to any other third party using the Nilfisk My Fleet solution by any means, including but not limited to by knowingly introducing viruses, trojans, or other malicious or harmful software and/or data.

5.2 It is required that the Customer and its User's 1) employ up-to-date virus protection software to prevent viruses and similar harmful codes onto My Fleet, 2) do not upload data to My Fleet that is infected and/or corrupted in any way, and 3) take appropriate measures to avoid accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access as well as unlawful processing of to the information and/or data retrieved from My Fleet.

5.3 The Customer agrees to the Nilfisk My Fleet End-User Terms of Use ("Terms") which can be found on this link <https://app.nilfisk.com/>. Customer shall inform each of its User's that the User shall acknowledge and follow the Terms to gain access to the Nilfisk My Fleet and the Services. Customer is thus, for the avoidance of doubt, responsible for any breach of the Terms by a User and is fully responsible for the Users use of My Fleet and the Services provided.

5.4 The Customer shall be responsible for acquiring all equipment and systems necessary in order to receive and use My Fleet and the Services as desired by the Customer.

5.5 Should the Customer identify any error or malfunction with My Fleet and/or the Services, the Customer shall notify Nilfisk immediately in writing of such, describing how the error affects the use of the Services. Nilfisk will use commercially reasonable efforts to rectify errors in the Services as soon as possible.

## 6. Accessibility and Suspension

6.1 Nilfisk will use commercially reasonable efforts to ensure the Services' accessibility by the Customer via My Fleet.

6.2 At any time Nilfisk is entitled to immediately suspend, restrict, or limit the Customer and its Users' access to the Services:

6.2.1 for security reasons,

6.2.2 for required updates, amendments, or corrections to My Fleet and/or the Services,

- 6.2.3 due to unpredicted problems with the operation of My Fleet and/or the Services,
- 6.2.4 by order of competent governmental authority, and/or;
- 6.2.5 due to the Customer's breach, or suspected breach, of this DSA.
- 6.3 Nilfisk shall use commercially reasonable efforts to notify the Customer in advance of an event of restricted accessibility pursuant to any of the situations described above. Such notification may include an estimate of when Nilfisk expect the Services to be fully available again and will use commercially reasonable efforts to allow the Customer to access and use the Services as soon as possible again.
- 7. **No warranty**
  - 7.1 Nilfisk attempts to provide accurate information as part of the Services to the Customer and its Users. Any information published on My Fleet is provided "as is" and without any warranties, either expressed or implied.
  - 7.2 Due to the nature of the internet and dependencies on third party suppliers, access to the Services provided through My Fleet may not be continuous, uninterrupted, or error-free and My Fleet may not always be available due to upgrades, maintenance or otherwise. Therefore, Nilfisk is not liable to the Customer if any of these things occur.
  - 7.3 Nilfisk will use commercially reasonable efforts to make My Fleet and the Services available for the Customer and its Users, but Nilfisk cannot guarantee such availability. If the Services are unavailable, Nilfisk will make all commercially reasonable efforts to recover the Services and access to My Fleet on shortest notice possible.
- 8. **Intellectual Property Rights**
  - 8.1 All intellectual property rights used or embodied in or in connection with Nilfisk My Fleet and the Services provided are the sole property of Nilfisk. Nothing in this Agreement grants the Customer, their employees, partners or otherwise any right or license to use any trademark, design right, copyright or other intellectual property right owned or controlled by Nilfisk except as expressly provided in this Agreement.
- 9. **License to the Nilfisk My Fleet**
  - 9.1 Nilfisk grants the Customer a non-exclusive, non-transferable right to use My Fleet, and the Services provided through My Fleet until termination in accordance with this Agreement. This right allows the number of the Customer's employees as separately agreed in writing to access My Fleet and use the Services.
  - 9.2 The Customer may not assign, sub-license, or transfer any rights or obligations under this Agreement to any other person or legal entity, unless otherwise agreed with Nilfisk in writing.
- 10. **Limitation of Liability**
  - 10.1 Nilfisk is not liable for any consequential damages or indirect loss, loss of income, loss of profit, loss of and/or alteration of data, downtime, and/or loss of business opportunity arising out of the use or inability to use My Fleet and the Services, the misuse of the user credentials or of any other login information.

## 11. Indemnification

- 11.1 The Customer shall indemnify and hold Nilfisk harmless for any losses, claims, damages, liabilities, judgments, costs, fines and expenses of any kind or nature (including reasonable attorney's fees) (collectively "Losses") to the extent such Losses arise out of property damage, bodily injury, death or infringement of intellectual property rights caused by: (i) Customer's breach of any provision in this DSA; (ii) Customer's negligence or wrongful acts or omissions; or (iii) breach of confidentiality.

## 12. Term, Termination and Effects of Termination

- 12.1 The Effective Date of this DSA shall be the date of the last signature hereto. The term of this DSA shall continue until terminated in accordance with the terms of this DSA.
- 12.2 The DSA may be terminated (i) by mutual written agreement between the Parties, or (ii) with at least three (3) month's written notice of termination to the other Party, or (iii) by a Party, if the other Party materially breaches this DSA and fails to remedy such breach within thirty (30) days of written notice.
- 12.3 Unless otherwise set out in the Quote or Order confirmation, each subscription plan will continue in force for the duration stated in the Quote or Order confirmation ("Subscription Term") and will continue to renew for the same duration as the initial Subscription Term, unless the Customer inform Nilfisk on non-renewal three (3) months in advance of the start of the next renewal period.
- 12.4 Upon the termination of this Agreement all current subscription plans will continue in force until the expiry of the then current Subscription Term. In case of termination of this Agreement for material breach any subscription plans currently active will terminate immediately.
- 12.5 Upon termination (for whatever reason) (a) all rights and license granted herein or otherwise shall terminate, and (b) the Customer shall cease to use the Services and shall delete from its systems and websites any traces of the Services, if any.
- 12.6 Nilfisk will delete the Customer's User accounts within 90 days after the termination date. After such period the information cannot be recovered or recreated.

## 13. Data Terms, Data Protection, and Personal Data

- 13.1 In consideration of the Customer's and its User's access to Nilfisk My Fleet, the Customer, as regards to Products transmitting machine operation data, agrees to follow the Data Terms applicable for the Nilfisk Product being operated, which Data Terms are available on Nilfisk's webpage <https://www.nilfisk.com/global/legal/data-terms/> and which Nilfisk may amend from time to time.
- 13.2 Data terms applying to Nilfisk SC60 machines are the Brain Corp. End User License Agreement (EULA) available on the same webpage under **Nilfisk Liberty SC60**.
- 13.3 My Fleet and Services may only be used and operated in compliance with applicable data privacy laws, including but not limited to the European General Data Protection Regulation (GDPR).
- 13.4 Product operation information available on My Fleet describing when and where a specific Product is operated may, under applicable data privacy laws, be personal data belonging to the Customer owning and/or leasing the Product, or to a third party operating the Product on that Customer's behalf.

13.5 Nilfisk may collect personal data from the Customer and/or the User's primarily for setting up the User's access account, and communications involving Product operation, and such data is managed and processed in accordance with Nilfisk's privacy policy, which can be found on Nilfisk's webpage <https://www.nilfisk.com/global/legal/privacy/>.

## 14. Confidentiality

14.1 All information available on My Fleet, the Services provided, the processes used, and all related documentation and data are Nilfisk's proprietary and confidential information that may not be shared with any third party, except as otherwise agreed with Nilfisk in writing.

14.2 The confidentiality obligation under this Clause 15 shall continue to apply if the Customer or Nilfisk, for whatever reason, discontinue to use and/or support My Fleet.

14.3 The Customer may not sell, rent or alter any information and/or data retrieved from My Fleet. The Customer may only transfer, distribute, disclose and copy information from My Fleet for the Customer's own use involving Nilfisk product operation.

## 15. Miscellaneous

15.1 Nilfisk is entitled to amend this DSA subject to providing Customer with fourteen (14) days' prior written notice, including any applicable fees as stated in this DSA or in the Agreement. If the Customer does not accept such amendment, it may terminate this DSA in writing with immediate effect, no later than three (3) days before Nilfisk's amendment takes effect. If the Customer does not terminate this DSA, the Customer shall be deemed to have accepted the change. In addition, Nilfisk is entitled to, without notice, implement amendments to this DSA which Nilfisk deems are insignificant or not detrimental to the Customer.

15.2 Nilfisk may at any time and without notice change the scope and content of the Services by for example adding, improving, amending, or deleting functionalities within the Services.

15.3 If a provision of this DSA is held by any competent authority to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this DSA shall remain in full force and effect.

15.4 All clauses which either expressly or by implication are intended to survive will continue to apply after this DSA ends.

15.5 No rights or obligations under this DSA may be assigned or delegated without the prior written consent of Nilfisk. Any purported assignment or delegation in violation of this Clause is null and void. No assignment or delegation relieves the Customer of any of its obligations under this DSA.

15.6 All preceding agreements and negotiations between the Parties not referred to in this DSA shall be superseded by this DSA upon signature of this DSA.

15.7 Nilfisk use the following service provider(s) to provide the Services through Nilfisk My Fleet:

15.7.1 Google Geocoding API and Google maps API (Terms of Service - <https://cloud.google.com/maps-platform/terms>) (Associated privacy policy - <https://policies.google.com/privacy?hl=en-US> )

- 15.7.2 Google analytics API (Terms of Service - <https://marketingplatform.google.com/about/analytics/terms/us/>)

The Customer acknowledges and agrees to Nilfisk use of these service provider(s) as well as their terms listed above.

## 16. **Governing Law and Dispute Resolution**

- 16.1 This Agreement is governed by the laws of Denmark without regard to the conflict of laws, rules, provisions, or statutes of any jurisdiction. Any dispute between the parties arising out of, under or related to this Agreement shall be finally settled by arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced. The arbitration panel shall consist of three arbitrators who shall be appointed in accordance with said rules. The place of arbitration shall be Copenhagen, Denmark. The language of the proceedings shall be English. This arbitration clause shall exclude either party from bringing any suit or action against the other party related to such dispute before the ordinary courts in any relevant jurisdiction, except to the extent relating to seeking preliminary measures only, such as injunctive relief.

**Signatures on the following page**

Date:

Date:

On behalf of **Nilfisk**

On behalf of **Customer**

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Name:

Name:

Position:

Position:

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Name:

Name:

Position:

Position: