

IRIS TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ARE A LEGAL AGREEMENT (THE “AGREEMENT”) BETWEEN YOU AND TENNANT THAT GOVERN YOUR USE OF THE IRIS PRODUCT, SOFTWARE, SERVICES, AND WEBSITES (COLLECTIVELY THE “SERVICE”). IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING TERMS. BY CLICKING “AGREE,” YOU ARE AGREEING THAT THESE TERMS WILL APPLY IF YOU CHOOSE TO USE THE SERVICE.

Tennant is the provider of IRIS® telemetry and fleet management service which equips your Tennant cleaning machines with an asset management capability to record and transmit to Tennant, and then display to you through our online portal, certain diagnostic, use, and geo-location information, together with service account information concerning your Tennant cleaning machines and customer account, only under the terms and conditions set forth in this Agreement. “Tennant” as used herein means:

- Tennant Sales and Service Company, for users in the North, Central, and South America (excluding Canada, Mexico, and Brazil);
- Tennant Sales and Service Canada ULC, for users in Canada;
- Tennant Ventas & Servicios de Mexico, S.A. de C.V., for users in Mexico;
- Sociedade Alfa Ltda, for users in Brazil;
- Tennant N.V., for users in Europe (excluding the United Kingdom), the Middle East, and Africa;
- Tennant UK Cleaning Solutions Ltd, for users in the United Kingdom;
- Tennant Cleaning Systems and Equipment (Shanghai) Co., Ltd., for users in China;
- Tennant Company Japan Ltd, for users in Japan;
- Tennant Australia Pty Limited, for users in Australia; and
- Tennant New Zealand Ltd., for users in New Zealand.

The Service

Asset Management and Location Information. To provide certain features of the Service, where available, Tennant and its licensors must collect, use, process, transmit, and maintain the diagnostic, use, and geographic location data of your Tennant machines, together with information from your customer account, including but not limited to model numbers, serial numbers, account identifiers, service and maintenance history, and any Personal Data (defined below) that may be necessary to provide the Service and/or fulfill the purposes of our various commercial agreements with you (collectively the “Content”). You hereby agree to Tennant’s collection, use, processing, transmission, and maintenance of such diagnostic, use, location, personal, and customer account data.

Changing the Service. Tennant reserves the right to modify or terminate the Service (or any part thereof), either temporarily or permanently. Tennant may post on our website and/or will send an email to the primary address(es) associated with your customer account to provide notice of any material changes to the Service. It is your responsibility to check for any such notices. You agree that Tennant will not be liable to you or any third party for any modification or cessation of the Service.

Availability of the Service. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed, or incomplete location data may lead to death, personal injury, property, or environmental damage. Tennant will use reasonable skill and due care in providing the Service, but neither Tennant nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.

The Service, or any feature or part thereof, may not be available in all languages or in all countries and Tennant makes no representation that the Service, or any feature or part thereof, is appropriate or available for use in any particular location. To the extent you choose to use the Service, you do so at your own initiative and are responsible for compliance with any applicable laws.

Acceptable Use of the Service. You agree to use the Service only for purposes as permitted by this Agreement and any applicable law, regulation, or generally accepted practice in the applicable jurisdiction. If your use of the Service or other behavior intentionally or unintentionally threatens Tennant's ability to provide the Service or other systems, Tennant will be entitled to take all reasonable steps to protect the Service and Tennant's systems, which may include suspension of your access to the Service. Repeated violations of the limitations may result in termination of your Account.

You agree that you will not use the Service to: (a) upload, transmit, or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware; (b) interfere with or disrupt, or attempt to interfere or disrupt, the Service or any servers or networks connected to the Service, or any policies, requirements, or regulations of networks connected to the Service (including any unauthorized access to, use, or monitoring of data or traffic thereon); or (c) plan or engage in any illegal activity.

Service Termination. Tennant may at any time and without prior notice immediately terminate or suspend all or a portion of your access to the Service. Without limiting the generality of the foregoing, cause for such termination or suspension will include: (a) violations of this Agreement or any other policies or guidelines that are referenced herein and/or posted on the Service; (b) a request by you to cancel, terminate, or suspend your access to the Service; (c) a request and/or order from law enforcement, a judicial body, or other government agency; (d) where provision of the Service to you is or may become unlawful; (e) unexpected technical or security issues or problems; (f) your participation in fraudulent or illegal activities using or relating to the Service; or (g) failure to pay any fees owed by you to Tennant. Any such termination or suspension will be made by Tennant in its sole discretion and Tennant will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your access to the Service.

Upon suspension or termination you will lose all access to the Service and any portions thereof. In addition, after a period of time, Tennant will delete Content stored in or as a part of your account(s).

Account Management

Your Account. You are responsible for maintaining the confidentiality and security of your account information and login credentials and for all activities that occur on or through your account and you agree to immediately notify Tennant of any changes to or security breach of your account. Provided we have exercised reasonable skill and due care, Tennant will not be responsible for any losses arising out of the unauthorized use of your account resulting from you not following these rules.

Access to Your Account and Content. Tennant reserves the right to take action it believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You acknowledge and agree that Tennant may, without liability to you, access, use, preserve and/or disclose your account information and Content to law enforcement authorities, government officials, and/or a third party, as Tennant believes is reasonably necessary or appropriate, if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud, or technical issues; or (d) protect the rights, property, or safety of Tennant, its users, a third party, or the public as required or permitted by law.

Personal Data. You understand that by using the Service, you agree to the collection and use of Personal Data about your agents and employees through the use of the Tennant cleaning machines, and your use of the Service in accordance with this Agreement. You further agree that Tennant may collect, use, transmit, process, and maintain information related to your customer account and Content, and any machines registered thereunder, for purposes of providing the Service to you. Information collected by Tennant when you use the Service may also include technical, statistical, or diagnostic information related to or resulting from the use of your cleaning machines that may be used by Tennant to support, improve, and enhance Tennant's products and services. You further understand and agree that this information may be transferred to the United States and/or other countries for storage, processing, and use by Tennant, its affiliates, and/or our service providers.

For purposes of this Agreement, the words Controller, Processor, Personal Data, and Data Subjects have the meanings as set out in the Data Protection Directive 95/46/EC and all applicable statutory enactments thereof (the "DPD"). Concerning the Service, we agree that you are the Controller and Tennant is the Processor, and the following provisions shall apply.

Tennant will (i) process the Personal Data only in accordance with instructions from the Controller; (ii) implement appropriate technical and organizational measures to protect the Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure; and (iii) take reasonable steps to ensure the reliability of any staff who have access to Personal Data.

You agree that Tennant may anonymize Personal Data for the purposes of Tennant improving the Service, and you warrant that all such Personal Data is gathered, transmitted, and processed in full compliance with the DPD (in particular with Article 6(1)(a) the DPD) and all applicable employment-related legislation.

Intellectual Property

Trademark Information. Tennant, the Tennant logo, the IRIS logo, and other Tennant trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Tennant Company in the US and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license in any of the aforesaid trademarks, and further agree that you will not remove, obscure, or alter any proprietary notices (including trademark and copyright notices) that may be affixed to or contained within the Service.

Service Rights and License. You acknowledge and agree that Tennant and/or its licensors own all legal right, title, and interest in and to the Service, including but not limited to graphics, user interface, the scripts and software used to implement the Service, including any and all intellectual property rights that exist therein, whether registered or not, and wherever in the world they may exist. You further agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with this Agreement. Tennant grants you a worldwide, non-exclusive, non-transferable, limited license to use the Service in accordance with this Agreement.

Content Rights and License. Tennant will own the right, title, and ownership interest in the Content, to provide the Service and improve its features. Tennant grants you a worldwide, non-exclusive, transferable license to use, distribute, reproduce, modify, publish, translate, and make derivative works of the Content that is made available to you on the Service in downloadable format (the “Licensed Content”). The Licensed Content is provided to you solely in accordance with this Agreement and is licensed, not sold. This Agreement does not transfer any right, title, or ownership interest in or to the Licensed Content to you.

Disclaimer of Warranties. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, AS SUCH, TO THE EXTENT SUCH EXCLUSIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS SET FORTH BELOW MAY NOT APPLY TO YOU. TENNANT WILL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING DISCLAIMERS ARE SUBJECT TO THIS EXPRESS WARRANTY.

TENNANT DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME TENNANT MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TENNANT AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

TENNANT DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND TENNANT DISCLAIMS ANY LIABILITY RELATING THERETO.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE, COMPUTER, OR LOSS OF CONTENT THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU FURTHER ACKNOWLEDGE THAT THE SERVICE IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY THE SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

Limitation of Liability. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY BY SERVICE PROVIDERS. TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE SPECIFICALLY PROHIBITED BY APPLICABLE LAW, SOME OF THE EXCLUSIONS OR LIMITATIONS SET FORTH BELOW MAY NOT APPLY TO YOU.

TENNANT WILL USE REASONABLE SKILL AND DUE CARE IN PROVIDING THE SERVICE. THE FOLLOWING LIMITATIONS DO NOT APPLY IN RESPECT OF LOSS RESULTING FROM (A) TENNANT'S FAILURE TO USE REASONABLE SKILL AND DUE CARE; (B) TENNANT'S GROSS NEGLIGENCE, WILFUL MISCONDUCT OR FRAUD; OR (C) DEATH OR PERSONAL INJURY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TENNANT AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, AND LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSSES (EVEN IF TENNANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICE; (II) ANY CHANGES MADE TO THE SERVICE OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICE OR ANY PART THEREOF; (III) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA; AND (IV) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICE.

Indemnity. You agree to defend, indemnify and hold Tennant, its affiliates, subsidiaries, directors, officers, employees, agents, partners, contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by a third party, relating to or arising from: (a) any Content you make available through the Service; (b) your use of the Service; (c) any violation by you of this Agreement; or (d) your violation of any rights of another. This waiver and indemnity provision applies to all violations described in or contemplated by this Agreement. This obligation will survive the termination or expiration of this Agreement and/or your use of the Service. You acknowledge that you are responsible for all use of the Service using your Account, and that this Agreement applies to any and all usage of your Account. You agree to comply with this Agreement and to defend, indemnify and hold harmless Tennant from and against any and all claims and demands arising from usage of your Account, whether or not such usage is expressly authorized by you.

General

Notices. Tennant may provide you with notices regarding the Service, including changes to this Agreement, by email to your email address and/or other alternate email address associated with your Account if provided, by regular mail, or by postings on our website and/or the Service.

Entire Agreement. This Agreement constitutes the entire agreement between you and Tennant in relation to the Service, governs your use of the Service, and completely replaces any prior agreements between you and Tennant in relation to the Service. If any part of this Agreement is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect. The failure of Tennant to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

Changes. Tennant reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. If you do not agree with them, you must stop using the Service and contact Tennant Support. Your continued use of the Service will be deemed acceptance of such modifications and additional terms and conditions.

Last revised: November 1, 2014