Services Description and Services Specific Terms

of Hilti CrewCenter

1. Services Description

- 1.1. The Services will be made available by Hilti ("Service Provider") to the Customer pursuant to the Software and Services Agreement, the respective Order Form and this Service Description and the Services Specific Terms (together referred to as the "Agreement"). The Service consists of (i) the Software and (ii) the Customer Support as described in the Agreement.
- 1.2. The Software consists of various Functionalities that are made available via a web application and a mobile application.

1.2.1. WEB Application

1.2.1.1. Time Tracking

- a) The Time Tracking functionality allows eligible users to input work periods including breaks and absence periods of employees. Work and absence periods can be managed for oneself or on behalf of others.
- b) The Time Tracking functionality allows eligible users to input special types of working time for oneself or on behalf of others, if activated by the Software admin.
- c) The Time Tracking functionality requires users to select a project from a list of existing projects when reporting work periods.

1.2.1.2. Timesheet review

- a) The Timesheet Review functionality displays an overview of recorded time periods for a chosen calendar week.
- b) The Timesheet Review functionality allows reviewing the work and break time of others based on assigned user role and Software setup.
- c) Based on the Software configuration by an administrator, the Timesheet Review functionality supports visual highlights for deviations from an expected daily work and break time.

1.2.1.3. Approvals & Locks

- The Software allows users with a specific role to grant or revoke approvals for time records.
- b) The Software allows users with a specific role to lock or unlock time records.
- c) The approval and lock status are displayed for the individual time records and influences editing and deleting options of time records.

1.2.1.4. Import & Export

- a) The Software allows eligible users to import or export certain Software data. The generated export files may be combined as zip-archive for easier handling.
- Eligible users may filter the data set prior to the export.

1.2.1.5. User Management

- a) Users with an eligible role may access the user management functionality. This allows for creating, editing, and removing users in the Software.
- b) Users may be granted Software access with a dedicated login or only be added to the Software as a passively managed user without being able to login to the Software. For users with Software access, a unique email address and role assignment is required.
- c) The Software offers distinct roles to reflect different job and usage profiles within the Software.

1.2.1.6. Project Management

- a) Users with eligible roles can access the project management functionality. This allows for creating and editing projects in the Software.
- b) Certain projects attributes influence visibility of a project throughout the Software.

1.2.1.7. Settings

- Users with an eligible role may access the Software settings.
- b) This functionality allows for configuring the Software, for example to define the expected daily work and break times and available absence types for tracking absences.
- Users may select the user interface language and manage their cookies consent preferences.

1.2.2. MOBILE Application

1.2.2.1. Time Tracking

- a) The Time Tracking functionality allows users to track their own work periods including breaks and absence periods. Eligible users can also manage work and absence periods on behalf of others.
- b) The Time Tracking functionality allows users to track their own special types of working time, if activated by the Software admin. Eligible users can also manage special types of time on behalf of others.
- c) The Time Tracking functionality requires users to select a project from a list of existing projects when reporting work periods.

1.2.2.2. Timesheet review

- a) The Timesheet Review functionality displays an overview of recorded time periods for a chosen calendar week.
- b) The Timesheet Review functionality allows reviewing the work and break time of others based on assigned user role and Software setup.
- Based on the Software configuration by an administrator, the Timesheet Review functionality supports visual highlights for deviations from an expected daily work and break time.

1.2.2.3. Approvals & Locks

- a) The Software allows users with a specific role to grant or revoke approvals for time records.
- b) The approval and lock status are displayed for the individual time records and influences editing and removing options of time records.

1.2.2.4. Settings

a) Users may select the user interface language and manage their cookies consent preferences.

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2. Services Specific Terms

2.1. Software Access

Service Provider shall provide access to the Software for the Software admin within 3 working days upon the Effective Date.

2.2. Authorized Users and Rights Granted.

Authorized Users shall include Customer's employees, including its temporary workers and contract workers.

2.3. Extraction Period.

Upon the Agreement's end and for a period of 60 days thereafter, Customer is able and responsible for extracting its Customer Data from the Software. The Service provider will delete the Customer Data 180 days upon the Agreement's end. Following such data deletion, Customer Data will remain in Service Provider's backup system for 14 additional days before the backup is rewritten.

3. System Requirements

To be able to implement, use and operate the Services, the Customer must ensure that Customer's systems, networks and/or devices meet the following System Requirements:

				Mozilla® Firefox®	Apple® Safari®	
Web applic	cation	Last two versions	Last two versions	Last two versions	Last two versions	

	Compatible OS		network speed/type	idata nian	Minimum RAM	Minimum disk space *Depending on usage
Mobile application	Last three versions (iOS and Android)	N/A	4G and above	500 MB / month	2 GB	200 MB

All System Requirements are subject to change at the discretion of the Service Provider due to changes in system setup, design, and functionality. Updated System Requirements will be reflected herein from time to time.

4. Usage Restrictions

When using the Services, the Customer must fully comply with the following Usage Restrictions and is solely responsible to implement the required mitigation steps using its best efforts to avoid any potential incorrect usage:

The Customer is solely responsible for the correctness and completeness of the data being captured and/or being entered into the Software. The data in the Software (a) may not represent all data needed to comply with the for the Customer applicable laws, applicable working hours acts, regulations, contracts, collective bargaining- or workers 'counsel- or individual agreements or its business operations for particularly, but not limited to, capturing its employee's (i) daily/weekly/monthly/gearly working time/overtime, working breaks and is not designed to capture night- or shift work; (ii) maximum working times per day/weekl/month/year; (iii) daily/weekly/monthly minimum rest periods; (iv) vacation/holiday-consumption; (b) may not be provided in a sufficient format to comply with the applicable laws; (c) may not be provided in an audit proof manner (hereinafter all individually or together referred to as "Applicable Laws"). Therefore, Customer bears the sole responsibility to comply with its Applicable Laws and Customer must take all necessary and reasonable additional steps to comply with the Applicable Laws, including the involvement of a professional legal counsel for advise on inspecting, and maintaining of Customer's compliance with the Applicable Laws. Service Provider will not be responsible for the Customer not being in compliance with the Applicable Laws. The Software only serves as a monitoring assistance, but without any warranty or guarantee as to the absence of errors, the correctness or fitness for any intended purpose. The Customer must take all necessary and reasonable steps to prevent or mitigate damage caused by using the Services. Service Provider is not responsible for any conducting any data backups on Customer's Customer Data and therefore, Customer is solely responsible in any means for restoring its Customer Data.

5. Data Protection.

PDF: <u>CrewCenter – Data protection and subprocessors</u>

6. Professional Services

The following Professional Services are available for and/or related to the Services and shall be performed by Service Provider, provided that Customer has ordered them accordingly:

6.1. Software Setup

The Software Setup is conducted by the Service Provider. They may include the following activities:

- Definition of data structure, e.g., for Projects and working crews
- Data import / entry support
- Data export support

6.2. Training

The Training Services are conducted by the Service Provider. They may include the following activities:

- Introduction to the system and key definitions
- Training on how to set up and use the web-based application
- Training on how to set up and use the smartphone application
- Training on how to use import and export data
- Process recommendations
- Change management recommendations

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