# SERVICES DESCRIPTION AND SERVICES SPECIFIC TERMS OF HILTI ON!TRACK

# 1. SERVICES DESCRIPTION

- **1.1.** The Services will be made available by Hilti to the Customer pursuant to the Software and Services Agreement and the respective Order Form (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. Free of Charge Services.** The Software consists of the following Free of Charge modules:
  - ON!Track Tool Manager in form of a mobile application consisting of:
    - a) Hilti Tool Management
    - b) Hilti Connected Tool Features where eligible (e.g., battery status, usage data, trouble-shooting data, etc.)
  - ON!Track Fleet Manager in form of a mobile- and web application consisting of:
    - a) Hilti Tool Management
    - b) Hilti Connected Tool Features where eligible (e.g., battery status, usage data, trouble-shooting data, etc.)
    - c) Asset management for Hilti equipment and
    - d) Asset tracking of Hilti equipment
- **1.3. ON!Track Asset Manager** (chargeable). The chargeable ON!Track Software consists of

## 1.3.1. Web application

- a) Asset management
- b) Inventory management
- c) Asset tracking
- d) Maintenance management
- e) Health and safety management

## 1.3.2. Mobile application

- a) Asset management
- b) Inventory management
- c) Asset tracking
- d) Maintenance management
- e) Health and safety management
- f) Barcode scanning
- g) Background scanning

# 2. SERVICES SPECIFIC TERMS FOR ON!TRACK

### 2.1. Software Access

Service Provider shall provide access to the Software as set forth above in section 1.2 upon the registration and activation (where applicable) and the Software as set forth above in section 1.3. upon completion of the Professional Implementation Services.

# **2.2.** Authorized Users and Rights Granted.

- ON!Track Tool Manager: Customer's employees.
- ON!Track Fleet Manager: Customer's employees.
- ON!Track Asset Manager: Customer's employees and Customer's suppliers and/or customers.

**2.3. Extraction Period for ON!Track Asset Manager.** Upon the end of the Term or Renewal Term (as applicable), Customer is responsible for extracting Customer Data beforehand. The Service provider will delete customer data 180 days thereafter. Customer data can no longer be recovered after this period.

# 3. MODULES IN ON!TRACK ASSET MANAGER

The following modules can be subject to separate remuneration and can be additionally ordered. A module may only be available in a specific bundle, might not be ordered separately and is subject to the current bundle offering.

## a) Basic asset cost reports

Basic management of jobsite asset costs. Customizable cost reporting by asset, jobsite, or time period.

# b) Quantity items management

Quantity items include consumables and commodities. Management of inventory levels and material locations, re-order alerts, reports for monitoring consumption.

# c) ON!Track Unite (API credentials)

Access and usage rights to the Application Programming Interfaces (API) for ON!Track for self-made integration (or via third-party engaged by Customer) of ON!Track with other third-party applications. The usage of the ON!Track API is subject to the terms and conditions of the <a href="Developer Agreement for the ON!Track API">Developer Agreement for the ON!Track API</a>. The ON!Track Unite API are currently in a Beta-phase and offered free of charge until further notice.

# d) ON!Track Unite (Hilti-provided integration)

Access and usage rights to pre-built integration between ON!Track and Hilti preselected third-party applications leveraging ON!Track's API functionality (see above). Preselected third-party applications are available under the following link.

# 4. 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:

	Microsoft® Internet Explorer®	Microsoft®	Google Chrome <sup>TM</sup> (recommended)	Mozilla® Firefox®	Apple® Safari®
Web application	IE 11	Last three vers	sions		

	Compatible OS	Compatible browser	Minimum network speed/type	Minimum data plan *Depending on usage	Minimum RAM	Minimum disk space *Depending on usage
Mobile application	Last three versions (iOS and Android)	N/A	3G and above	500 MB/month	2 GB	200MB

All system requirements are subject to change at the discretion of service provider due to changes in system setup, design and functionality.

# 5. 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:

Any and all Assets shall be handled according to the principles, formulas and security regulations and in accordance with the manufacturer's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with. Any Assets shown in the Software are based on the data Customer puts in. Therefore, Customer bears the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by Customer. Further, the data captured in the Software may not represent all data needed to assess the health / monitoring of an Asset. Therefore, Customer bears sole responsibility for monitoring the Asset's (i) maintenance schedule, (ii) lifecycle management, and (iii) physical Asset inspection from time to time. 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. Customer must take all necessary and reasonable steps to prevent or mitigate damage caused by the usage of the Services. For complex and sensitive Assets, the involvement of a professional expert for inspecting and maintaining the Assets according to the Asset's applicable operational menu needs to be adhered to by the Customer and is highly recommend by the Service Provider. Hilti will not be responsible in any means for restoring tenant based data.

Hilti is responsible in any means for neither the API integrations built by 3rd parties or by customers nor for the functionalities of the 3rd party application pre-integrated with ON!Track. Hilti is not responsible in any means for data loss, corruption, and edit in relation with an integration. The ON!Track Unite API credentials shall be kept in a secure place and not shared with 3rd parties. The ON!Track Unite API are offered for ordinary data integration, and not for any purpose of data mining, high load calls, abusive calls or for other data gathering purposes.

The functionalities offered during the current ON!Track Unite beta-phase shall be used for evaluation purposes and may not comply with legal and/or regulatory requirements. Hilti will have no liability for any harm or damage arising out of or in connection with the beta-functions, with the discontinuation of the Beta-Functions (Hilti may decide, to its sole discretion, to discontinue the beta-functionalities or selected APIs).

## 6. DATA PROTECTION

PDF ON!Track data protection and subprocessors [159.1 kB]

# 7. PROFESSIONAL SERVICES

## 7.1. On-Site Analysis

The On-Site Analysis Services are conducted by the Service Provider at the Customer premises. They may include the following activities:

- Assessment of Customer status quo with respect to the tracking and management of construction Assets
- Identification of improvement levers with respect to the tracking and management of construction Assets

- Quantification of savings potential by implementing corresponding service module(s)
   from the Service Provider
- Definition of implementation plan Hilti ON!Track

## 7.2. Software Setup

The Software Set up is conducted by the Service Provider outside the Customer premises. They may include the following activities:

- Definition of data structure, e.g. for Asset categories and locations
- Definition of user roles
- Data export/import/entry support

## 7.3. Tagging and Implementation days

The Tagging and Implementation days are conducted by the Service Provider at the Customer premises. They may include the following activities:

- Attachment of tags to customers assets
- Adding of assets to the ON!Track Software

## 7.4. On-Site Training

The On-Site Training Services are conducted by the Service Provider at the Customer premises. 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 the Hardware if purchased from Service Provider
- Process recommendations

Recommendation on how to tag different types of Assets

## 7.5. Online Training

The Online Training Services are conducted by the Service Provider via internet. 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

### 7.6. ON!Track Unite Services

The Professional Services related to ON!Track Unite (API credentials and Hilti-provided integration) are conducted by the Service Provider either at the Customer premises or remotely. They may include the following activities:

- Data configuration and implementation of Hilti-provided ON!Track Unite integrations;
- Training on how the integrated applications work (for Hilti-provided ON!Track Unite integrations) as well as on new business processes involving the integrated applications
- Consulting on ON!Track Unite (developer hub, E2E testing, integration scenario, partners, implementation and training timeline, coordination with selected 3<sup>rd</sup> parties, etc.)

# 8. NON-HILTI SERVICES

- Firebase Cloud messaging
- Firebase Remote Config
- Apple Push Notification service