

Services Description and Software Specific Terms of the Fieldwire Products

1. Services Description

1.1 The Services will be made available by Service Provider to the Customer pursuant to the Subscription Agreement and the respective Order Form (if any) - 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. In the Free of Charge Services "**Basic**" version, the Software consists for the web- and mobile application of the following Free of Charge "**Basic Features**":

- Plan viewing
- Task management
- Files & photos
- Checklists

and up to:

- 5 named users
- 100 Sheets
- 3 Projects

1.3 The "Pro" Software consists for the web- and mobile application of the following "**Pro Features**":

- All **Basic Features**
 - Reports & exports
 - Sheet compare
 - Custom task statuses
- and:
- Unlimited Sheets
 - Unlimited Projects

1.4 The "Business" Software consists for the web- and mobile application of the following "**Business Features**":

- All **Pro Features**
 - Custom forms
 - File storage sync
 - BIM viewer
- and:
- Unlimited Sheets
 - Unlimited Projects

1.5 The "Business Plus" Software consists for the web- and mobile application of the following "**Business Plus Features**":

- All **Business Features**
 - RFIs
 - Submittals
 - Change Orders
 - Budgeting
- and:
- Unlimited Sheets
 - Unlimited Projects

2. Services Specific Term

2.1 Software Access. Service Provider shall provide access to the Software without undue delay upon the Effective Date.

2.2 Authorized Users and Rights Granted. Authorized Users shall be Customer's employees and Customer's suppliers and/or customers.

2.3 Extraction Period. Upon the end of the Term or Renewal Term (as applicable) the Customer shall be able to extract Customer Data for 5 business days thereafter ("**Extraction Period**").

3. System Requirements

To be able to implement, use and operate the Services, the Customer must ensure that the Customer's systems, networks and/or devices meet up to date requirements, particularly but not limited to, up to date web-browsers and mobile devices.

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

4.1 Generally. The Customer bears the sole responsibility for the absence of errors, the completeness and the relevance of the data to be entered by the Customer. Moreover, the Customer bears the sole responsibility for having results to checked and cleared by an expert, particularly with regard to compliance with applicable codes, project requirements, norms and permits, prior to using them for the Customer's specific facility. The Software does not serve as an aid to interpret norms and permits without any guarantee as to the absence of errors, the correctness and the relevance of the results or suitability for a specific application. The Customer must take all necessary and reasonable steps to prevent or limit damage caused by the Services.

4.2 For location-based Services. Some of the features of the Service may enable Service Provider to access Customer's location, in order to tailor your experience with the Service based on the location ("**Location-based Services**"). In order to use certain Location-based Services, an Authorized User must enable certain features of its mobile phone, such as GPS, Wi-Fi, and Bluetooth, which may enable Service Provider to identify such Authorized User's location through a variety of means, including GPS location, IP address, cell tower location, geo-fencing technology, or detection by physical on-location Wi-Fi or Bluetooth sensors, as available. To the extent a location is collected through Wi-Fi or Bluetooth sensors, such sensors, and the associated data services, may be provided by a third party, and Customer agrees and acknowledges that such third party may access such information for the purpose of providing such data services to Customer. Customer may be given the option to automatically enable the provision of some Location-based Services through the Services, and to enable or disable such Location-based Services at any time through the Services' settings. Please note, that location data may not always be complete or accurate, particularly, but not limited to, due to the surrounding and environment at the Authorized User's location.

4.3 Third Party terms and Fees. Customer is solely responsible for the payment of all applicable fees associated with any carrier service plan, which Customer or an Authorized User uses in connection with the Services (such as voice, data, SMS, MMS, roaming, other applicable fees charged by the carrier). Accordingly, Customer should use care in selecting a service plan offered by its carrier. If Customer's device is lost or stolen, Customer must notify Fieldwire immediately to suspend the Services.

4.4 Notice regarding Apple. Customer acknowledges that the Agreement is between Customer and Service Provider only, not with Apple, and Apple is not responsible for the Service and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support the Services with respect to the Service. In the event

of any failure of the Service to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Services. Apple is not responsible for addressing any claims by you or any third party relating to the Service or your possession and/or use of the Service, including, but not limited to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Service and/or Customer's possession and use of the Services infringe that third party's intellectual property rights. Customer agrees to comply with any applicable third party terms, when using the Service. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement. Customer hereby represent and warrant that (i) Customer and its Authorized Users are not located in a country that is subject to a U.S. Government or any other embargo, or that has been designated by the U.S. Government or any other government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government or other government list of prohibited or restricted parties.

5. Data Protection

5.1 Processing Details. The details of processing are:

a) The following **categories of data subjects** are being processed while offering the Services:

<input checked="" type="checkbox"/> Customer's employees and former employees	<input checked="" type="checkbox"/> Customer's contacts (e.g. suppliers, etc.)
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b) The following **categories of personal data** are being processed by Processor on behalf of Controller while offering the Services:

<input checked="" type="checkbox"/> Name, title, functions, gender, language, salutation	<input checked="" type="checkbox"/> Personal contact information (e.g. telephone, e- mail)
<input checked="" type="checkbox"/> Identification number(s)	<input checked="" type="checkbox"/> Billing or payment data
<input checked="" type="checkbox"/> Photos or recordings, such as video or phone recordings	<input checked="" type="checkbox"/> Connection data (IP address, protocols, etc.)
<input checked="" type="checkbox"/> Free fields either to upload and provide user content (including signature) or for the customer to define texts (ex: to create categories or customize some features)	<input checked="" type="checkbox"/> Location data, as entered by the user, to tailor certain features (ex: weather forecast), to display an address on a map or to do a geotagging of photos taken by the user

c) **Special categories of personal data**

The Services are not intended to process special categories of personal data.

d) **Subject-matter of the processing**

Processing activity	Processing time
<input checked="" type="checkbox"/> Collection or recording of data	Contract Period
<input checked="" type="checkbox"/> Organization or structuring of data	Contract Period
<input checked="" type="checkbox"/> Hosting or storage of the data	Contract Period
<input checked="" type="checkbox"/> Adaptation or modification of the data	Contract Period
<input checked="" type="checkbox"/> Extraction or consultation of data	Contract Period
<input checked="" type="checkbox"/> Limitation (blocking) of data	Contract Period
<input checked="" type="checkbox"/> Usage of data	Contract Period
<input checked="" type="checkbox"/> Deletion or destruction of data	Contract Period
<input checked="" type="checkbox"/> Support and maintenance of data	Contract Period

5.2 Sub-processors. The Sub-processors engaged by the Service Provider are:

Sub-processor	Processing activity	Processing activity takes place in:	
Hilti Corporation , Feldkircherstrasse 100, 9494 Schaan, Liechtenstein ("Hilti Corporation")	<input checked="" type="checkbox"/> Collection or recording of data <input checked="" type="checkbox"/> Organization or structuring of data <input checked="" type="checkbox"/> Hosting or storage of the data <input checked="" type="checkbox"/> Adaptation or modification of the data <input checked="" type="checkbox"/> Extraction or consultation of data <input checked="" type="checkbox"/> Limitation (blocking) of data <input checked="" type="checkbox"/> Usage of data <input checked="" type="checkbox"/> Deletion or destruction of data <input checked="" type="checkbox"/> Support and maintenance of data	<input checked="" type="checkbox"/> EU	<input type="checkbox"/> outside EU
Hilti Fieldwire, Inc. 301 Howard Street 13th Floor, San Francisco, CA 94105, United-States of America	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Hilti Asia IT Services Sdn Bhd , Level 5, Brunsfield Oasis Tower 3, No.2 Jalan PJU 1A/7A, Oasis Square, 47301 Petaling Jaya, Malaysia ("Hilti Asia IT")	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Hilti Technology Solutions India Private Limited (HTSI) , 11th floor, Vikram Monarch CTS no. 1115.a/1 Ganeshkind, Shivaji nagar, 411016 Pune, India	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Hilti Befestigungstechnik AG , Grünaustrasse 1a, 9470 Buchs, Switzerland	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Zendesk 878 Market St., San Francisco, CA 94103, United-States of America	<input checked="" type="checkbox"/> Storage of the data to be able to provide support services	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Stripe 510 Townsend St., San Francisco, CA 94103, United-States of America	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Twilio SendGrid 375 Beale Street, 3rd Floor, San Francisco, CA 94105, United-States of America	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Filestack 122 East Houston St., 2nd Floor, San Antonio, TX 78205, United-States of America	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Google Cloud Platform 1600 Amphitheatre Pkwy, Mountain View, CA 94043, United-States of America	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> Outside EU
Amazon Web Services	<input checked="" type="checkbox"/> Hosting or storage of the data	All accounts are created in the US region, however an account's primary Region can be switched (by our Customer Support team) to the EU at a	

		Customer's request - after which all projects will be created in the EU region by default.	
	Amazon Web Services 410 Terry Ave North, Seattle, WA 98109-5210, United-States of America	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> outside EU
	Amazon Web Services 35 Place des Corolles, 92400 Courbevoie, France	<input checked="" type="checkbox"/> EU	<input type="checkbox"/> outside EU
	Amazon Web Services Krausenstr. 38, 10117 Berlin, Germany	<input checked="" type="checkbox"/> EU	<input type="checkbox"/> outside EU
Heroku 415 Mission Street, Suite 300, San Francisco, CA 94105, United-States of America	<input checked="" type="checkbox"/> Hosting or storage of the data	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> outside EU
Mixpanel 1 Front St., Suite 2800, San Francisco, CA 94111, United-States of America	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> outside EU
Workato 215 Castro St., Unit 300, Mountain View, CA 94041, United-States of America	<input checked="" type="checkbox"/> Same as Hilti Corporation	<input type="checkbox"/> EU	<input checked="" type="checkbox"/> outside EU

5.3 Technical and organizational measures. The technical and organizational measures implemented by Processor as verified and confirmed by Controller are:

Access Control to Processing Areas

- Service Provider implements suitable measures in order to prevent unauthorized persons from gaining physical access to the data processing equipment where Personal Data is processed or used, in particular:
 - Site access is tracked and documented.
 - Site access is supervised and secured by an appropriate security system and/or security organization.
 - Visitors will be continuously escorted.

Access Control to Data Processing Systems

- Service Provider implements suitable measures to prevent the data processing systems used for the processing of Personal Data from being used or logically accessed by unauthorized persons, in particular:
 - User identification and user authentication methods are in place to grant controlled access to the processing system.
 - Access control and authorizations are defined according to a ‘need to have’ principle.
 - Service Provider’s internal endpoints used to support the software service are protected to prevent unwanted access to the systems and to avoid infiltration of malicious software. This covers technologies as firewalls, antivirus detection, malware detection, intrusion detection and prevention and others. These technologies will be adjusted to new levels based on the overall development in these areas.

Access Control to Use Specific Areas of Data Processing Systems

- Service Provider implements suitable measures within the applications so that the persons entitled to use the data processing system are only able to access the data within the scope and to the extent covered by its access permission (authorization) and that personal data cannot be read, copied or modified or removed without proper authorization, in particular:
 - For Service Provider personnel policies are in place and trained related to the access to personal data.
 - Service Provider informs its personnel about relevant security procedures including possible consequences of breaching the security rules and procedures.
 - For training purposes Service Provider will only use anonymous data.
 - Access to the data is either done from a controlled location or via a controlled network access.
 - End devices used to access the data are protected by up to date client protection mechanisms.

Transmission Control

- Service Provider implements suitable measures to ensure that Personal Data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport or storage on storage media, and that the target entities for any transfer of Personal Data by means of data transmission can be established and verified (data transfer control), in particular:
 - Control of data transfer between Customer and the Service Provider supplied software service:

- Service Provider's software services use encryption to ensure confidentiality and integrity/authenticity when transferring data from the Customer to the software service.
- Control of data transfers between Service Provider and Sub-processors:
 - In addition to the contractual agreed areas, data retrieval is only allowed for dedicated support activities and only for authorized support staff.
 - The authorization process for Service Provider support staff performing data transfers is regulated through a defined process.
 - If data has to be copied to specific media for transport to a third party, these media will be treated with discernment in accordance with the sensitivity of the data.
 - Documented procedures for the secure transfer of Personal Data are established.

Input Control, Processing Control and Separation for different purposes

- Service Provider implements suitable measures to ensure that Personal Data is processed safe and solely in accordance with the Customer's instructions, in particular:
 - Access to data is separated through application security for the appropriate users.
 - The application supports the identification and authentication of users.
 - Application roles and resulting access is based on roles based on the function to be executed within the application.

When reasonable and feasible, Service Provider may implement in their software controls to validate data input and/or to track usage or modification of data.

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 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
- Process recommendations

6.2 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