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 and the respective Order Form (together referred to as the "**Agreement**"). In accordance with the Agreement, the Service consists of the (i) Software, (ii) Customer Support and the (iii) the Professional Services as applicable and ordered by the Customer.

1.2. Free of Charge Services. The Software consists of the following Free of Charge Software modules:

ON!Track Connect 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 Ready 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 Lite/Pro/Enterprise (chargeable).

The chargeable ON!Track Software consists of

1.3.1. Web application

a) Asset management of Hilti- and third party hardware products, such as drilling machines and other alike equipment and tools ("**Asset**" or "**Assets**")

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 latest within three (3) days upon Customer having subscribed to the Software.

2.2. Authorized Users and Rights Granted.
- **ON!Track Connect**: Customer`s employees in form of unlimited Named User rights
- **ON!Track Ready**: Customer`s employees in form of unlimited Named User rights
- **ON!Track Lite/Pro/Enterprise**: Customer`s employees and Customer`s suppliers and/or customers in form of unlimited Named User rights.

2.3. Extraction Period for ON!Track Lite/Pro/Enterprise. Upon the end of the Term or Renewal Term, as applicable ("End Date"), Customer is responsible for extracting Customer Data, which Customer may do beforehand, but no later than 60 days following the End Date. The Service Provider will irretrievably delete Customer Data 180 days following the End Date. Customer Data can no longer be recovered after this period.

3. MODULES IN ON!TRACK LITE/PRO/ENTERPRISE

Subject to additional remuneration the following modules can be ordered by Customer. A module may only be available in a specific bundle offering and therefore, may not be ordered standalone. The current bundle offering is indicated in below table.

3.1 Overview of the ON!Track offering

Module / Bundle	Ready	Lite	Pro	Enterprise
Hilti tool management	✓	✓	✓	✓
Equipment management	-	✓	✓	✓
Basic Asset cost reports	-	-	✓	✓
Quantity items management	-	-	✓	✓
ON!Track Unite	-	-	✓	✓
Proactive asset tracking	-	-	✓	✓

3.2 Module description

a) Equipment management (ON!Track Lite/Pro/Enterprise)
Management of Assets, workers, certificates (e.g. learning achievements, etc.), creation of reports and insights into asset usage.

b) Basic asset cost reports (ON!Track Pro/Enterprise)
Basic management of jobsite Asset costs. Customizable cost reporting by Asset, jobsite, or time period.

c) Quantity items management (ON!Track Pro/Enterprise)

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

d) ON!Track Unite - API credentials (ON!Track Pro/Enterprise)

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 and developments, connectors and alike thereunder are solely subject to the terms and conditions of the **Developer Agreement for the ON!Track API**. Access and/usage to specific API may depend on and/or are limited to (i) specific hardware connectivity capabilities and/or (ii) to specific customer business models.

e) ON!Track Unite - Hilti-provided integration (ON!Track Pro/Enterprise)

Access and usage rights to pre-built integration between ON!Track and Hilti pre-selected third-party applications leveraging ON!Track`s API functionality. The currently available integrations are being published on ON!Track Unit`s **Market Place**.

f) Proactive Asset tracking (ON!Track Pro/Enterprise)

Hilti IoT hardware integration to ON!Track allows for digitized, proactive and automated asset management for Hilti IoT ready assets. Automation covers inventory, maintenance and Hilti IoT ready assets being transferred automatically between Gateway enabled locations. Proactive tracking also includes:

- Heavy machinery management, leveraging telematics technology to manage heavy construction machinery and heavy equipment accessories in ON!Track
- Van inventory management, remotely managing inventory in mobile storage units such as service vans and integrating them in ON!Track
- Access to Service Provider's global Bluetooth network of Gateways which are scanning for Hilti Bluetooth tags, powered by a global presence of already installed telematics gateways.

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® **Edge**	**Google** **Chrome™** (recommended)	**Mozilla®** **Firefox®**	**Apple®** **Safari®**
Web application	Last three versions			

	Compatible OS	Compatible browser	Minimum network speed/type	Minimum data plan *Depending on usage	Minimum RAM	Minimum disk space *Depending on usage
Mobile application	Android 10 or higher. Optimized for Android 11 or higher. Optimized for iOS 15 or higher	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 and/or being leveraged by Customer through an IoT connectivity (e.g. telematics, Bluetooth, eSim or alike – "**IoT Connectivity**"). Data being transmitted via IoT Connectivity are based on Customer's usage of hardware and software components, where due to the nature of such IoT Connectivity, Service Provider cannot warrant and herewith disclaims the completeness, absence of errors, the correctness or fitness for any intended purpose and time accuracy of the data being captured in the Software. This also applies to data directly put into the Software by Customer. Further, the data captured in the Software may not represent all data needed to assess the health / monitoring of an Asset.

Customer bears the sole responsibility for the absence of errors, the completeness and the relevance of the data being captured in the Software and for any thereof based Customer decision making. This particularly, but not limited to, includes Customer`s responsibility for monitoring the Asset`s (i) maintenance schedule, (ii) lifecycle management, and (iii) physical Asset inspection from time to time.

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.

Service Provider is not 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. Service Provider is not responsible in any means for data loss, corruption, and edit in relation with such 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.

6. DATA PROTECTION

- PDF ON!Track data protection and subprocessors [255.3 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 Setup 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

7.3.1 Installation of ON!Track gateways in heavy construction machinery or in vehicles

The Installations of ON!Track gateways in heavy construction machinery or vehicles ("**Gateways**") are subject to a daily rate to be paid by Customer (if ordered) to the Service Provider for the days Service Provider or its appointed third-party subcontractor being at the

Customer premises for conducting the Gateway installations. The number of Gateways, rates, and timing are to be agreed upon by Customer and Service Provider, when ordering the Gateways in the Order Form, where in any case agreed installation dates and timing are estimates only and cannot be warranted or guaranteed, as an installation particularly, but not limited to depends on Customer ensuring machinery- or vehicle availability at the agreed site and time.

Upon installation of a Gateway, Customer must immediately notify any Gateway installation defect, otherwise the installation is deemed to be accepted by Customer. Provided that the defect notification is provided in time by Customer, the installation warranty period for a Gateway is 90 days post installation and only covers the defect rectification of the Gateway by way of replacement or repair according to Service Provider`s sole discretion, but not including any other claims or remedies in accordance with the terms of the Agreement.

The Customer is responsible to:

- Share a list of equipment and vehicles (as applicable) as well as details (such as manufacturer, model, year) incl. the location for installation at least two weeks before the estimated installation date.
- Informing himself about the potential impact of the installation on the existing warranty with the equipment and vehicle (as applicable) manufacturer
- Ensure that the equipment and vehicle (as applicable) are at the agreed location at the agreed time, otherwise the installation is not possible, and the Customer will be charged the full installation costs.
- Ensure that there is always one contact person of the Customer on site to answer possible questions about the equipment and vehicle (as applicable) and operate them to prove the expected state before and after installation.
- Ensure that no other work must be done on the machine in parallel to the installation service (e.g. regular maintenance).

Customer agrees to indemnify and hold harmless Service Provider from any claims, damages, or losses arising from the installation of a Gateway in heavy machinery and/or vehicles that may violate manufacturer instructions or warranties. Customer expressly waives any liability claims against Service Provider for such violations. Service Provider will not be responsible for direct, indirect, consequential, or incidental damages in accordance with the terms of the Agreement and its total liability related to any damages arising out of or related to a Gateways is in accordance with the terms of the Agreement limited to the Gateway`s purchase price paid by Customer.

7.3.2 Self-installation of ON!Track Gateways in heavy construction machinery or vehicles

The ON!Track Gateways for heavy construction machinery or vehicles ("**Gateways**") uses the On-Board Diagnostics II ("OBD") interface of a vehicle solely as electric power source and is designed for plug and play self-installation by Customer according to the instruction for use. Due to the electrical connection only (like a Universal Serial Bus ("USB") port or cigarette lighter), the Gateways have no influence on the vehicle`s functionality.

Customer is responsible to ensure that the installation of the Gateways is in line with the vehicle manufacturer's operating instructions and warranty conditions. Service Provider does not assume any liability in this regard and Customer agrees to indemnify and hold harmless Service Provider from any claims, damages, or losses arising from the installation of Gateways in heavy machinery and/or vehicles that may violate manufacturer instructions or warranties.

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 mobile 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 mobile 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 3rd parties, etc.)

8. NON-HILTI SERVICES

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