

Services Description and Software Specific Terms of the BenchMarx Products

1. Services Description

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.

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**":

- Timesheets
- Cost Summaries
- Project Insights (Basic)
- Checklists

and up to:

- 4 named users
- 500 Timesheets
- 2 Projects

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

- All **Basic Features**
- Telephone support
- Unlimited Timesheets
- Unlimited Projects

4. The "Enterprise" Software consists for the web- and mobile application of the following "**Enterprise Features**":

- All **Pro Features**
- Unlimited Users
- Advanced dashboards & custom reports
- Payroll reports
- Integrations & API access
- Training and implementation
- Dedicated account manager

2. Services Specific Terms

1. **Software Access.** Service Provider shall provide access to the Software without undue delay upon the Effective Date.
2. **Authorized Users and Rights Granted.** Authorized Users shall be Customer's employees and Customer's suppliers and/or customers.
3. **Extraction Period.** Upon the end of the Term or Renewal Term (as applicable) the Customer shall be able to extract Customer Data for one (1) 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:

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.
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.

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 BenchMarx immediately to suspend the Services.

5. Data Protection

1. **Processing Details.** The details of processing are:

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

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
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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

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:

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



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

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