

## FINALCAD: BUSINESS PERFORMANCE SERVICES AND DATA

### FINALCAD APPLICATION: DATA USAGE CHARTER

FINALCAD provides a Service platform to its Customers that includes, in particular, an Application [1] and Databases produced by FINALCAD in order to enable these Customers to improve their business performance, partly through using FINALCAD's Application and Services, and partly by analysing the resulting data.

#### 1. What information is involved?

Two broad categories of data arise from using FINALCAD.

##### 1.1 "Customer Information"

This includes files, plans, photographs, descriptions, settings, documents and data (measurements, trades, participants, providers, personnel, Authorised Users, contact information, etc.) entered by a Customer, or on their behalf, when the FINALCAD Application is provided for a specific worksite in a Territory.

The Customer owns their Customer Information and is responsible for their intellectual property, content, truthfulness, relevance and their factual, technical and legal compliance, as well as the decisions they make when using the FINALCAD Application.

This Customer Information may or may not be protected by intellectual property rights, but it in any case it belongs to the Customer throughout their relationship with FINALCAD. It is constantly accessible to the Customer's Authorised Users during the use of FINALCAD's services. It will be provided to the Customer at any time upon request as well as when they have finished using FINALCAD.

##### 1.2 "Interaction Data"

This is data generated by a Customer and their Authorised Users when using the FINALCAD Application, processed in the Database and the FINALCAD Observatory (the "Observatory") covered by the FINALCAD Application's License Agreement.

Since FINALCAD's beginnings, significant financial, material and human investment has gone into the design of the Application and Services, as well as into research and development, so that Customer Information and Interaction Data is structured to flow efficiently, and used intuitively through ergonomic settings, scalable functionality and continually enhanced and reassessed data reports.

The resulting Databases, produced by FINALCAD, enable FINALCAD to provide the Application and Services to its Customers. They also enable it to perform technical and statistical analyses, and create dashboards and Application and Database performance indicators in order to change them constantly to satisfy FINALCAD Customers' needs. Lastly, they enable it to produce an Observatory of a particular Customer's use of the Application

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(the “Customer Observatory”), satisfying the conditions related to the Customer’s intellectual property and the confidentiality of Customer Information and Interaction Data likely to be processed in this context and described in point 2. (a) below.

In this first case, the statistics and analyses produced by FINALCAD are intended exclusively for the appropriate Customer.

Furthermore, the Databases may also enable FINALCAD to generate analyses and statistics about a group of Customers (the “FINALCAD Observatory”), provided they meet the confidentiality, anonymity, independency and neutrality requirements described in point 2. (b) below.

In any case, the statistics and analyses produced by FINALCAD within the Observatory (the “Observatory Data”) are governed by the FINALCAD Application’s License Agreement, and this Charter.

## **2. Data Usage Conditions**

Customer Information and Interaction Data processed in the Databases may not be used by FINALCAD other than to provide the subscribed Services to the Customer, as well as, in accordance with the FINALCAD Application Licence Agreement, for:

(a) Analyses and ad hoc data reports provided to the appropriate Client within the Customer Observatory,

(i) either by default through integrated services in the FINALCAD solution to which they have subscribed,

(ii) or by executing a specific request from the Customer who made the request to FINALCAD as part of the Additional Services, or;

(b) Comparative or sector studies produced by FINALCAD within the FINALCAD Observatory, subject to the following three conditions relating to Observatory Data:

(i) it must not be subjected to a Customer’s right to intellectual property [2],

(ii) it must be anonymised both on the worksite and Customer levels,

(iii) it must be aggregated so that neither the Customer’s worksite, the Customer or its Authorized Users, a Customer’s competitor, or the Customer’s provider or supplier are likely to be identifiable through sector studies produced by the FINALCAD Observatory.

## **3. Other ethical and legal requirements related to analytical data processing**

In order to prevent any risk of infringement to trade secrets, to intellectual or industrial property, know-how, to data privacy or to free competition:

(i) Customer Information may never be used to compare the activities of two identifiable FINALCAD Customers;

(ii) FINALCAD may not provide a Customer with a positioning study of their use of the Application and resulting Interaction Data compared to other Interaction Data from the Databases and the Observatory Data, unless this Observatory Data involves at least three worksites, projects, or similar uses, relating to at least three FINALCAD Customers [3];

(iii) FINALCAD's structural independence compared to the market players guarantees its neutrality. For this reason, FINALCAD maintains its independence, which is important to each of FINALCAD's Clients;

(iv) FINALCAD constantly integrates new indicators into the Observatory Data based on Customer requests that are selected by FINALCAD on the basis of this Charter;

(v) FINALCAD grants each Customer with a non-exclusive licence to use the Databases, the Application and Services, which enables them to use them to handle their worksites and to benefit from data reports and ad hoc studies, (Customer Observatory), or comparative or sector studies (FINALCAD Observatory), produced by FINALCAD using the Observatory Data. The resulting data reports and studies from the FINALCAD Observatory are governed by the privacy, anonymity, independence and neutrality conditions in accordance with the FINALCAD Application's Licence Agreement and by this Charter.

## 4. Change analysis

The Customer can access their Customer Information at any time upon request and it will be provided to them when they have finished using FINALCAD.

Interaction Data is inseparable from the Databases and supply the Application and Services app load, performance, flows and usage indicators, which enable FINALCAD to change and improve constantly for its Customers' benefit.

Observatory Data enable FINALCAD's current and future Customers to benefit from continuous improvement indicators of their business performance over time, thanks to:

(i) Analyses from the Customer Observatory relative to their own worksites, accessible only to them for the duration of their use of the FINALCAD Application, as if they had their own internal solution, but with all the advantages of scalability and availability found in an "SaaS" solution like FINALCAD;

(ii) Analyses from the FINALCAD Observatory covering all the relevant worksites processed with the FINALCAD Application. This collective value resulting from anonymised analyses of market performance over time is a major differentiator of FINALCAD's offer compared to any internal solution, for every FINALCAD Customer's business performance.

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## 5. Audit of this charter's application

The Observatory Data likely to be processed within the Customer Observatory or the FINALCAD Observatory are subject to a technical audit conducted by an independent provider responsible to ensure the Observatory's compliance to this Charter. The audit is conducted at least once per year in FINALCAD's premises and at its own expense, using the information systems handling the Databases and the FINALCAD Observatory. The audit covers Observatory Data processing methodologies and all the provisions of this Charter.

[1] The terms written in upper case are defined in the FINALCAD Application license agreement.

[2] For example, FINALCAD may not use an image of a worksite, a plan or relating to a comment entered by an Authorised User of the Application, unless the worksite involved cannot be identified by a third party or, if it is, subject to the Customer's prior authorization when it holds copyright on the image.

[3] The minimum threshold of three Customers/worksites/projects/uses is intended to prevent pair comparisons likely to reveal Customer Information, or the origin of a FINALCAD Customer's Interaction Data. This threshold prevents analysing three worksites relating to two customers in the FINALCAD Observatory (one customer operating two worksites and another customer operating one), which would allow one customer's information to be compared to that of another by analysing three worksites. This minimum threshold of "three" is therefore applied to both the number of worksites as well as the number of customers to which they relate.