

Leica Geosystems General Terms and Conditions for Customer Care Packages

(hereafter called “CCP Terms and Conditions”)

1 INTRODUCTION

1.1 These General Terms and Conditions for Customer Care Packages by Leica Geosystems (“**CCP Terms and Conditions**”) apply exclusively to all Customer Care Packages (“**CCP**”) entered into by the Party as defined in the Contract Form (“**Customer**”) and the company of the Leica Geosystems Group that is named on the Contract Form (as defined hereinafter) (“**Leica Geosystems**”). Leica Geosystems does not accept any contradictory or additional terms and conditions, even by accepting the Purchase Order referencing different terms and conditions. These CCP Terms and Conditions cannot be altered, modified, or amended by subsequent Purchase Order or any notice received from Customer without the express written consent of Leica Geosystems. Any terms and/or conditions of purchase of Customer shall only be effective if expressly accepted by Leica Geosystems in writing. The CCP Terms and Conditions and the Contract Form(s) are legally binding on both contracting parties.

1.2 Leica Geosystems offers its Customers the following types of services: (i) Hardware Maintenance/Field Service, (ii) Software Maintenance, (iii) Customer Support, and (iv) Extended Warranty (“**CCP Services**”) that are offered either (i) as a combination of these CCP Services as further set out in the Contract Form or (ii) individually on a stand-alone basis as agreed in a separate agreement other than the Contract Form.

1.3 Unless otherwise specified in the Contract Form, the CCP are only available for Leica Geosystems products and services that are sold to Customer under the LEICA logo or any other trademark of the Leica Geosystems Group. Any third-party products and services sold to Customer under such third-party's logo by Leica Geosystems shall be excluded from the CCP.

1.4 The Contract Form is a separate contract, concluded by the Parties in writing, electronically by email or via the Customer Portal, which contains the details of Customer, the Equipment, the CCP Services and the price thereof as well as such other details of each of the CCP Services not covered in these CCP Terms and Conditions (“**Contract Form**”). The final Contract comes into force once Customer has placed a purchase order for CCP Services and Leica Geosystems has confirmed such purchase order in writing, in the Customer Portal, by email or by performing the CCP Services. Leica Geosystems maintains and supports only those Instruments and Software that are specifically listed in the Contract Form(s).

1.5 These CCP Terms and Conditions have no influence on the provisions of any other agreement between Customer and a company of the Leica Geosystems Group (i.e. Leica Geosystems AG and/or any other affiliated company or companies). Such agreements remain in force and effect in their entirety, including any software licence agreements in respect of the Software listed in the Contract Form.

1.6 The standard Leica Geosystems International Limited Warranty, current version, (“**International Limited Warranty**”) granted by the manufacturer, Leica Geosystems AG, is included by reference hereto and is made integral part of these CCP General Terms and Conditions.

2 DEFINITIONS

2.1 “**Automatic Renewal**” means the renewal at the end of the agreed Contract Period for an additional year, provided that the Automatic Renewal is agreed in the Contract.

2.2 “**Calibration Certificate**” means that following the completion of the Hardware Maintenance Service Leica Geosystems issues a calibration certificate to Customer (without actual measurement values), in which the conformity of the Instrument with its technical specifications is confirmed.

2.3 “**CCP**” means Customer Care Package(s) only available for Leica Geosystems products and services that are sold to Customer under the LEICA logo or any other trademark of the Leica Geosystems Group.

2.4 “**CCP Fee**” means the fee specified in the Contract Form charged to Customer for the CCP Services.

2.5 “**CCP Services**” means “Hardware Maintenance/Field Service”, “Software Maintenance”, “Customer Support” and “Extended Warranty”

2.6 “**CCP Terms and Conditions**” means these General Terms and Conditions for Customer Care Packages by Leica Geosystems.

2.7 “**Contract**” means the Contract Form, the CCP Terms and Conditions in the current form and all related documents referred in the Contract Form or in these CCP Terms and Conditions.

2.8 “**Contract Form**” means the contract between Customer and Leica Geosystems, concluded in writing, electronically by email or via the Customer Portal, which contains the details of Customer, the Equipment, the CCP Services and the price thereof as well as such other details of each of the CCP Services not covered in these CCP Terms and Conditions.

2.9 “**Contract Period**” means a time period specified in the Contract Form during which the CCP Services are to be provided.

2.10 “**Customer**” means the Party as defined in the Contract Form.

2.11 “**Customer Portal**” means that Leica Geosystems provides free access to the password-protected Leica Geosystems Customer Portal via the Internet. In the Customer Portal, Leica Geosystems provides at its discretion information for Customers, such as software for downloading, manuals, technical documents, newsletters and an online knowledge database.

2.12 **“Customer Support”** means services provided by Leica Geosystems to assist Customer in the use of Leica Geosystems instruments or software, such as hotline or email support services. The individual services that make up Customer Support are listed in the Contract Form.

2.13 **“Email Support”** means email support that is offered free of charge to Customer during Leica Geosystems’ office hours in order to provide assistance in solving Instrument or Software problems.

2.14 **“Equipment”** means the Instruments and Solutions and/or the Software listed on the Contract Form that are the subject of CCP Services by Leica Geosystems.

2.15 **“Extended Warranty”** means product warranty services provided pursuant to the International Limited Warranty beyond the warranty period set out in the International Limited Warranty.

2.16 **“Field Service”** means maintenance services provided by Leica Geosystems for its Solutions at the customer’s site.

2.17 **“Freight and Insurance Charges for Delivery and Return”** means that Leica Geosystems may take on the risk and costs of certain shipping and insurance charges of the Equipment to be maintained between Customer’s premises and the Leica Geosystems service centre as further detailed in the Contract Form. Customer undertakes to pack the Equipment properly and in accordance with the instructions given by Leica Geosystems and to make the Equipment ready for transport. If Customer is responsible for shipping of the Equipment to the Leica Geosystems service centre, it does so at its own risk and obtaining insurance cover is recommended. Leica Geosystems offers no assurance that the means of transport and container chosen by Customer for delivery to such service centre will also be used for the return of the Equipment.

2.18 **“Hardware Maintenance”** means maintenance services provided by Leica Geosystems for its Instruments. Also known as “Field Service”.

2.19 **“Hotline Support”** means a telephone hotline that is offered free of charge to Customer during Leica Geosystems’ office hours in order to provide assistance in solving Instrument or Software problems.

2.20 **“Instrument”** means a hardware product of the Leica Geosystems Group, including firmware and on-board application software.

2.21 **“International Limited Warranty”** means the sole agreed warranty, if Leica Geosystems Group is the manufacturer of the Equipment provided under one of its trademarks. The respective valid International Limited Warranty at the time of the delivery of the Equipment is available under www.leica-geosystems.com.

2.22 **“Maintenance Service”** means Equipment services provided by Leica Geosystems.

2.23 **“New Version”** means a new Software version that can contain fixing of program errors (bugs) or of malfunctions of the previous version, and/or performance and/or functional increases through additional functions, modifications and/or adaptations.

2.24 **“Party or Parties”** means the Customer and Leica Geosystems,

2.25 **“Purchase Order”** means Customer shall order the Contract Products from Leica Geosystems by purchase orders.

2.26 **“Software”** means Leica Geosystems software including (i) firmware, (ii) on-board application software, and (iii) software that is made available on a stand-alone basis.

2.27 **“Software Maintenance”** means the periodic release of New Versions of the Software by Leica Geosystems and such other services set out in the Contract Form, if any.

2.28 **“Solution”** means the Leica Geosystems components which are installed by Leica Geosystems on a customer’s system or machine.

2.29 **“Spare Part”** means a new or a reconditioned part that is used as a replacement for defective components of the Instruments. If defective parts are replaced, all such replaced parts become the property of Leica Geosystems.

2.30 **“Specified Computer Installation”** means the electronic data processing (EDP) hardware environment required for the proper functioning of the Software as defined in the Software description. Leica Geosystems reserves the right to amend the requirements of the Specified Computer Installations from time to time as sees fit in order to ensure the proper functioning of the Software.

3 EQUIPMENT SUBJECT TO CCP SERVICES

3.1 Only Equipment listed in a Contract Form signed by Leica Geosystems is subject to these CCP Terms and Conditions.

3.2 Equipment (including replacement Equipment) must be used only (i) for the purpose intended by its manufacturer, and (ii) in accordance with the conditions of use, specific requirements and guidelines set out in the relevant manual (including any additional documentation thereto) for the Equipment.

4 HARDWARE MAINTENANCE / FIELD SERVICE

DESCRIPTION OF HARDWARE MAINTENANCE AND FIELD SERVICES

4.1 The individual services that make up the Hardware Maintenance and Field Services for the Equipment set out in the Contract Form are listed in the Contract Form. Unless otherwise stated in the Contract Form, the designations of services and terms used therein have the meanings as defined in these CCP Terms and Conditions.

GENERAL REMARKS ON THE PROVISION OF HARDWARE MAINTENANCE AND FIELD SERVICES

4.2 In the case of Equipment that is already being used by Customer upon signature of the Contract Form, Leica Geosystems is entitled to offer Hardware Maintenance Services or Field Services only following a prior maintenance inspection of the Equipment (including testing and repair) that is carried out at Customer’s expense.

4.3 In the event that Leica Geosystems determines that repairs are required in the course of Hardware Maintenance or Field Service, i.e. that there is an Equipment malfunction under normal operating conditions or a damage of the Equipment, Leica Geosystems shall inform Customer and provide it with a written estimate of repair costs. Leica Geosystems shall carry out the repair only at the express request of Customer.

4.4 Customer is responsible for the saving of all data, for the retrieval and restitution of lost or modified data and programs, and for the protection of confidential data and/or personal data. If Customer wishes to retain an old version of the Software, it must expressly inform Leica Geosystems of this before Maintenance work or Field Service on the Equipment is begun.

4.5 Customer is responsible for requesting the agreed Maintenance Services. Maintenance Services which are not requested by Customer within the relevant Contract Period

shall be ceased and Leica Geosystems shall have no further obligation, except Leica Geosystems is solely responsible.

4.6 HARDWARE MAINTENANCE FOR INSTRUMENTS

4.6.1 All work shall be carried out depending on the availability of Spare Parts within a reasonable time and during normal working hours by service technicians and engineers at Leica Geosystems service centres as well as at authorized service workshops.

4.6.2 Leica Geosystems shall, at its sole discretion, decide on the place of performing the Hardware Maintenance work. Leica Geosystems may carry out the Hardware Maintenance work directly at Customer's premises. In any event, Customer undertakes, for the duration of the Hardware Maintenance work, to make available to Leica Geosystems free of charge (i) machine time, (ii) data carriers, and (iii) personnel qualified to operate the Specified Computer Installations. For Hardware Maintenance work carried out at Customer's premises, Customer is responsible for the payment of all the costs of travelling, board and lodging of Leica Geosystems personnel according to the Leica Geosystems time, material and cost rates applicable at the time.

4.7 FIELD SERVICE FOR SOLUTIONS

4.7.1 All work shall be carried out depending on the availability of Spare Parts within a reasonable time by Leica Geosystems service technicians as well as by authorized service partners.

4.7.2 The Field Service shall be carried out at Customer's premises. Customer undertakes, for the duration of the Field Service, to make available to Leica Geosystems free of charge (i) machine time, (ii) data carriers, and (iii) personnel qualified to operate the Specified Computer Installations. For Field Service carried out at Customer's premises, Customer is responsible for the payment of all the costs of travelling, board and lodging of Leica Geosystems personnel according to the Leica Geosystems time, material and cost rates applicable at the time.

EXCLUSION FROM HARDWARE MAINTENANCE AND FIELD SERVICES

4.8 Leica Geosystems has no obligation or responsibility to provide the Maintenance Services in any of the following circumstances:

4.8.1 if Equipment is used outside the intended use and limits as defined in the Equipment user manual;

4.8.2 if the repair of any defect or malfunction of the Equipment arises as a consequence of a modification or alteration to the Equipment that has been made without the prior written consent of Leica Geosystems, or of the use of the Equipment in a manner or for an application or function other than that for which it was designed;

4.8.3 if in the sole judgement of Leica Geosystems Maintenance work can be carried out only with great difficulty or not at all because Customer has modified the Equipment, installed peripheral devices or has used the Equipment in combination with third-party hardware, software and/or information systems;

4.8.4 if devices and/or accessories are manufactured by third-parties and sold to Customer by Leica Geosystems and are not included in the relevant Contract Form;

4.8.5 if the repair of any defect or malfunction of the Equipment is the consequence of any cause other than normal operational use, including but not limited to accidents, dropping of the Instrument, unsuitable transport or storage, failure or variations of electrical power, or other misuse or

neglect by Customer. Such misuse or neglect shall include any use or procedure prohibited by the Equipment specifications and/or the Equipment manual, or any maintenance services provided by persons who are not Leica Geosystems personnel nor authorised by Leica Geosystems;

4.8.6 if the repair of any defect or malfunction of the Equipment is the consequence of the failure of Customer to deliver the Instrument for the Maintenance Service to Leica Geosystems in accordance with the instructions of Leica Geosystems;

4.8.7 if in the sole judgement of Leica Geosystems Maintenance work can be carried out only with great difficulty or not at all because the Equipment is inaccessible, in particular because the Equipment has been installed as a device peripheral to the mechanical or electrical components of another machine or device; and

4.8.8 if the replacement of any consumable items is required for the ordinary use of the Equipment, including, but not limited to, rubber bands, paper, adhesive tape, batteries, bulbs, cables and cable harnesses.

5 SOFTWARE MAINTENANCE

DESCRIPTION OF SOFTWARE MAINTENANCE SERVICES

5.1 The individual services that make up the Software Maintenance Services are listed in the Contract Form. Unless otherwise stated in the Contract Form, the designations of services and terms used therein have the following meanings:

5.2 "New Version" means that Leica Geosystems intends to periodically provide New Versions, including any updated documentation and other documents. Leica Geosystems reserves the right at its discretion to determine the periodicity of such New Versions as well as the discontinuation of providing such New Versions. Leica Geosystems shall deliver such New Versions to Customer but shall have no obligation to install the same.

GENERAL REMARKS ON THE PROVISION OF SOFTWARE MAINTENANCE SERVICES

5.3 These CCP Terms and Conditions are supplementary to the provisions of any software licence agreements that have been entered into by Customer and Leica Geosystems, and which remain fully effective and applicable.

5.4 The provision of Software Maintenance by Leica Geosystems requires that Customer uses the most recent version of the Software. Software Maintenance for older versions is entirely up to the sole discretion of Leica Geosystems and requires a respective express agreement in the Contract Form.

5.5 Leica Geosystems guarantees that during the Contract Period the operating performance of the Software for its intended use will be substantially maintained (i) in the Instruments and in the Specified Computer Installations, and (ii) subject to the conditions and circumstances specified in the relevant program documentation.

5.6 Leica Geosystems does not warrant that the Software will perform free of error and without interruption, nor that it will function correctly in combination with third-party hardware and/or application programs, nor that it can be used with any form of data, information system or other software programs. Leica Geosystems does not warrant that it will correct all program errors, nor that the correction of a program error will prevent further program errors from arising.

5.7 Customer is responsible for the saving of all data, for the retrieval and restitution of lost or modified data and programs, and for the protection of confidential data and/or personal data.

5.8 Leica Geosystems shall, at its sole discretion, decide on the place of performing the Software Maintenance work. Leica Geosystems may carry out the Software Maintenance work directly at Customer's premises. In any event, Customer undertakes, for the duration of the Software Maintenance work, to make available to Leica Geosystems free of charge (i) machine time, (ii) data carriers, and (iii) personnel qualified to operate the Specified Computer Installations. For Software Maintenance work carried out at Customer's premises, Customer is responsible for the payment of all the costs of travelling, board and lodging of Leica Geosystems personnel according to the Leica Geosystems time, material and cost rates applicable at the time.

EXCLUSION FROM SOFTWARE MAINTENANCE

5.9 Leica Geosystems has no obligation or responsibility to provide Software Maintenance in any of the following circumstances:

5.9.1 if the Software or parts thereof is used in a manner, or for a use or function, or in a combination with software and/or an information system from a third-party manufacturer for which it was not designed;

5.9.2 if in the sole opinion of Leica Geosystems, the use of devices peripheral to the Software or modifications thereof render the Software Maintenance excessively complicated;

5.9.3 if faults are due (i) to the improper operation or use of the Software or parts thereof, including but not limited to operation or use that deviates from that contained in the relevant Software specifications and manuals, or (ii) to maintenance work that has not been carried out by Leica Geosystems or one of its authorised service centres, or (iii) to factors that are not within the control of Leica Geosystems, including but not limited to unsuitable transport or storage, or failure or variations in electrical power supply;

5.9.4 if the Software was modified without authorization of Leica Geosystems.

6 CUSTOMER SUPPORT

DESCRIPTION OF CUSTOMER SUPPORT SERVICES

6.1 The individual services that make up Customer Support are listed in the Contract Form.

7 EXTENDED WARRANTY

DESCRIPTION OF SERVICES

7.1 The scope of the product warranty that shall be extended in time as specified in the Contract Form is defined by the terms and conditions set out in the International Limited Warranty, unless modified in the Contract Form.

7.2 The respective valid International Limited Warranty at the time of the delivery of the Equipment is available under www.leica-geosystems.com. Upon request, Leica Geosystems will provide the Customer with the respective valid International Limited Warranty.

7.3 The following, but not limited to, items are expressly excluded from this Extended Warranty:

7.3.1 damage as a consequence of the instrument dropping on the ground or other shocks;

7.3.2 normal wear & tear related to usage of instrument;

7.3.3 third-party products sold by Leica Geosystems;

7.3.4 non-durables (including batteries); and

7.3.5 accessories (including, without limitations, cables, fasteners, chargers and tripods).

8 PRICES AND PAYMENT TERMS

8.1 All CCP Fees under these CCP Terms and Conditions shall apply to the Contract Period specified in the Contract Form and are due and payable in advance.

8.2 Leica Geosystems may change the CCP Fees for its Maintenance services for a new Contract Period for Automatic Renewal by giving three (3) month's prior notice. Notice shall be made in writing, via email or within the Customer Portal. If Customer is not willing to agree with the new prices, Customer is entitled to terminate the Contract in accordance with section 15.3.

8.3 In the event the CCP Fees are adjusted by less than 5 % for a new Contract Period by Automatic Renewal, this price adjustment shall not be considered as a price adjustment that entitles Customer to terminate the CCP for cause.

8.4 Unless specified otherwise in the Contract Form, payment terms shall be 30 days as of date of invoice of the CCP Services. If Customer defaults in its payment of the amounts due, Leica Geosystems may, at its sole discretion, either (i) suspend the provision of CCP Services for so long as Customer has not paid the CCP Fees and/or charges due, or (ii) terminate the Contract Form with immediate effect.

8.5 Unless otherwise agreed in the Contract Form, all CCP Fees are deemed exclusive of any statutory value added or sales taxes, which shall be shown separately on invoices and charged to Customer.

8.6 The setting off of outstanding amounts between Customer and Leica Geosystems is not permitted. The contracting parties hereby agree to offset only counter claims that are mutually acknowledged in writing or that are determined by the courts.

9 FORCE MAJEURE

9.1 Leica Geosystems shall not be liable for any failure to perform due to unforeseen circumstances or causes beyond Leica Geosystems' reasonable control. Such circumstances or causes include but are not limited to war, riot, terrorist attacks, embargoes, acts of civil or military authorities, delay in delivery by Leica Geosystems' suppliers, fire, floods, accidents, strikes, and any cases in which it is not possible to obtain the necessary transportation, operating facilities, fuel, energy, personnel or materials. In the event of force majeure, the time allowed for performance by Leica Geosystems will be extended for a period equal to the duration of the delay caused thereby.

10 INTELLECTUAL PROPERTY

10.1 Leica Geosystems is and shall remain the sole owner of all intellectual property rights relating to any form of CCP Services provided (including, but not limited to, New Versions, documentation, etc.) and relating to the know-how developed during and/or in connection with such CCP Services.

11 LIMITATION OF LIABILITY

11.1 Subject to Clause 11.2 herein, the obligations hereunder apply to the CCP Services in lieu of all warranties, conditions or provisions express or implied, whether of a factual or statutory nature, including warranties of merchantability and fitness for a particular use or purpose. All other warranties, conditions, statements or representations by the contracting parties, promises or guarantees, statutory or otherwise, are hereby to the extent permissible by applicable law expressly excluded in respect of the CCP Services.

11.2 Leica Geosystems, its directors, employees, agents and consultants shall not, to the extent permitted by the law, be held liable by Customer for any indirect, incidental, special, consequential or trading losses of any nature, the loss of information or data, additional expenses, third-party claims, or financial losses arising from or in consequence of the CCP Services provided by Leica Geosystems, for any losses in consequence of the use, the failure or interruption of operation of the Equipment, whether based on contract, quasi-contract or tort (including simple negligence) or for its auxiliary personnel. The foregoing applies even if Leica Geosystems has been informed of the possibility of such losses being incurred.

11.3 In the cases of losses incurred by Customer under these CCP Terms and Conditions, Leica Geosystems' liability to pay damages shall be limited to direct losses only whose amount shall be limited to the total CCP fee amount paid by Customer to Leica Geosystems in accordance with these CCP Terms and Conditions during the remaining Contract Period.

11.4 Customer undertakes to ensure that it and its employees have the necessary knowledge to work with the Equipment. Leica Geosystems hereby excludes any liability for losses and/or damage resulting from Customer's inadequate knowledge of the Equipment.

12 COMPLIANCE

12.1 The Customer undertakes to comply with any and all applicable laws, statutes and other regulations, including those against corruption and/or relating to the fight against corruption, and not to take any actions which would constitute a criminal offence.

12.2 The Customer undertakes to provide proof to Leica Geosystems of compliance with the above provisions at any time after the first written request in a reasonable manner.

12.3 In case of a violation of clause 12 on the part of the Customer, the Customer shall fully indemnify Leica Geosystems against any third-party claims. In addition, Leica Geosystems will be entitled to withdraw from the contract in accordance with the statutory provisions.

13 EXPORT CONTROL

13.1 Deliveries under this contract are subject to the proviso that their fulfilment is not impaired by any national or international export control regulations, e.g. embargoes or other sanctions.

13.2 The Customer represents and guarantees that it is not subject to any trade sanctions of the USA, the EU and/or the UN. Furthermore, the Customer guarantees that it does not maintain any direct or indirect business or other relationships with terrorists, terrorist groups or other criminal, anticonstitutional organisations or sanctioned business partners. In particular, the Customer ensures by means of appropriate organisational measures, in particular by using appropriate systems, the implementation of applicable

embargoes, the European regulations against terrorism and crime applicable in the context of the delivery relationship as well as the respective US or other applicable provisions within the framework of its business operation.

13.3 The Customer undertakes to provide any and all information and documents required for the export or shipment. Any delays due to export controls or approval procedures suspend any deadlines and delivery times. If required approvals are not granted or if the delivery and service are not approvable, the contract shall be deemed not concluded with respect to the parts concerned.

14 DATA PROTECTION

14.1 Leica Geosystems will treat personal data which becomes or became known in connection with the performance of the contract in accordance with the applicable data protection regulations. Details can be found in the separate privacy policy of Leica Geosystems in its respectively valid version which is available under <https://leica-geosystems.com/global/privacy-policy>.

15 DURATION AND TERMINATION

15.1 Each CCP entered into with a Contract Form or separate standalone Maintenance, Support or Extended Warranty agreement shall become effective on the start date specified in the Contract Form or agreement respectively.

15.2 The Contract Form shall be valid for the Contract Period specified in the Contract Form. At the end of the Contract Period, the Contract Form shall automatically lapse unless renewed by a new Contract Form or an Automatic Renewal.

15.3 In the event that the Parties have agreed to Automatic Renewal in the Contract Form, the Contract Period shall each time be extended by a new Contract Period of one year provided that neither Party terminates the Automatic Renewal by giving at least two-month prior notice. If the Contract was concluded in writing, termination has to be made in writing; if Contract was concluded electronically, termination has to be made in writing, via email or if applicable via Leica Geosystems Customer Portal.

15.4 In the event that Leica Geosystems establishes during the Hardware Maintenance work that the Equipment is irreparable, it shall notify Customer and the relevant Contract Form shall be terminated with immediate effect. The CCP Fees paid for the ongoing Contract Period shall be reimbursed on a pro rata basis.

15.5 Leica Geosystems may decide at any time and at its sole discretion to discontinue the production and/or the development of any of its Equipment (software and/or hardware) and, as a consequence, to discontinue its CCP Services related to such Equipment and terminate the relevant Contract Forms with respect to such Equipment fully or in part with immediate effect. In such circumstances, Customer shall not be entitled to any indemnity payment from Leica Geosystems. The relevant Contract Forms shall be terminated with respect to such Equipment and the CCP Fees paid for the ongoing Contract Period shall be reimbursed to Customer on a pro rata basis.

15.6 In the event of termination of a software licence agreement relating to the Software being part of the Equipment, any maintenance and support services for such Software shall immediately and automatically be terminated and Leica Geosystems shall be relieved with immediate effect of any obligations under the Contract Form and these CCP Terms

and Conditions. In case the termination was not the result of a Customer's fault or negligence, the CCP Fees paid for the ongoing Contract Period shall be reimbursed on a pro rata basis. If a Customer's fault or negligence has led to the termination, the CCP Fees shall not be reimbursed to Customer.

16 FINAL PROVISIONS

16.1 These CCP Terms and Conditions including all Contract Forms are governed by Swiss Law. The United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 is expressly excluded. Both contracting parties undertake in the event of any differences of opinion in connection with these CCP Terms and Conditions and Contract Forms to endeavour in good faith to reach an amicable settlement. If no settlement can be reached despite the efforts of the contracting parties, the ordinary courts at the Leica Geosystems registered office in Balgach, Switzerland shall be competent. Leica Geosystems shall, at its sole discretion, also be entitled to take legal action in the competent courts at the Customer's place of business or domicile.

16.2 These CCP Terms and Conditions including all signed Contract Forms constitute the entire agreement between the contracting parties with respect to the subject matter hereof and supersede all previous negotiations, commitments and agreements.

16.3 Any addition and/or amendment to these CCP Terms and Conditions must be made in writing as a supplement to these CCP Terms and Conditions and must be validly signed by both Parties.

16.4 Customer may not assign or otherwise transfer any rights or obligations arising from these CCP Terms and Conditions to third-parties without the prior written consent of Leica Geosystems.

16.5 Customer shall be obliged to pay all costs and expenses, including reasonable attorney's and court fees and expenses, incurred by Leica Geosystems in relation with the enforcement or preservation of its rights under these CCP Terms and Conditions.

16.6 If any of the provisions of these CCP Terms and Conditions for whatever reason should be declared null and void, the validity of all the other provisions shall not be affected. In such an event, the void provision shall be replaced by another legally valid provision that most closely reflects the original intention of the contracting parties.

Leica Geosystems
CCP Terms and Conditions Heerbrugg, December 2020