

Addendum to **Distribution Agreement**
 Service Partner Agreement

either or both of which are also referred to as the "Agreement"

for the Purchase of Upgrades of the Contract Products/Rugby Product Line through the Leica Geosystems – Rugby Manager (the "Addendum")

between

Company: _____ and Leica Geosystems _____
Address: _____ Address: _____
City: _____ City: _____
Country: _____ Country: _____

("Service Partner / Distributor")

("Leica Geosystems")

Leica Geosystems and Service Partner / Distributor agree on this Addendum as follows:

1 SCOPE OF THIS ADDENDUM

- 1.1 The following provisions are regulating only and exclusively the purchase of software based upgrades (hereafter the "Laser Upgrades") of the Contract Products by the Service Partner / Distributor through the Leica Geosystems Rugby Manager Software (hereafter the "Rugby Manager"). The purchase of Laser Upgrades by any other means than the Rugby Manager, such as by phone, mail or fax, shall not be subject of this Addendum.
- 1.2 This Addendum shall by reference be made integral part of the Agreement entered by and between the same parties as the parties to this Addendum. With reference to the purchase of Laser Upgrades through the Rugby Manager, the terms and conditions under the Agreement shall remain unchanged and applicable unless expressly modified in this Addendum in which case the provisions of this Addendum shall overrule the corresponding provisions in the Agreement. Unless expressly otherwise set forth in this Addendum, capitalized terms as defined in the Agreement shall equally apply to this Addendum.

2 SYSTEM REQUIREMENTS, CONTACT PERSON(S)

- 2.1 The Rugby Manager requires a permanent internet connection to the server of Leica Geosystem and at least the following system requirements: Windows 7, Windows 10 with 64- or 32-bit, 4 GB RAM, 2 CPU Cores, 1 GB free hardware space.
- 2.2 The Service Partner / Distributor shall decide under its exclusive responsibility who within its organization shall be authorized to purchase through the Rugby Manager (the "Contact Person(s)").
- 2.3 It shall be Service Partner's / Distributor's exclusive responsibility to keep the Rugby Manager and all related documents strictly confidential and to protect it from being misused. Service Partner / Distributor shall bear all risks resulting from the loss and the misuse of the Rugby Manager and all related documents.
- 2.4 All purchase orders and communications made over the Rugby Manager shall be legally binding on Service Partner / Distributor.
- 2.5 Leica Geosystems shall not be liable for any loss and damages that might result from the loss or misuse of the Rugby Manager and all related documents.

- 2.6 For the transmission of the customer data via the Rugby Manager, Leica Geosystems uses the Secure Socket Layer (SSL) protocol. Leica Geosystems shall be entitled to redefine the technology or software necessary for the encryption of data transferred via the Rugby Manager. All data will be automatically encrypted by the Rugby Manager.
- 2.7 Distributor / Service Partner shall not make available or transfer the Rugby Manager and all related documents, the Laser Upgrades without the Contract Products or any login details to third parties without the prior written approval by Leica Geosystems

3 INSTALLATION PROCESS

- 3.1 To download the Rugby Manager installation package the Service Partner / Distributor shall login to or register on the Leica Geosystems myWorld portal (<https://myworld.leica-geosystems.com>). The installation package is available under myApplications – myDownloads – Lasers – Rugby Manager Software. The Service Partner/Distributor shall run the installation on a device meeting the minimum requirements as described in section 2.1. During the installation Service Partner / Distributor must familiarize himself and accept the Rugby Manager License Agreement. Upon completed installation, the Service Partner / Distributor shall activate the Entitlement ID (EID) he received from Leica Geosystems in the CLM for Nodelocked Licences software, which is installed during the Rugby Manager installation run. The detailed description of the EID activation can be found on myWorld portal under myApplications – myDownloads – Licensing – CLM - Manuals. Once, the EID is activated, the Rugby Manager can be started

4 USE OF THE RUGBY MANAGER

- 4.1 Service Partner / Distributor is granted the non-exclusive right to use the Rugby Manager together with the respective Rugby Manager License Agreement, and in strict compliance with the terms and conditions of the Rugby Manager License Agreement.
- 4.2 All rights, title and interest in and to the Rugby Manager, any copies thereof, and all intellectual property embodied therein, are, and shall at all times remain, the sole and exclusive property of the Leica Geosystems Group or its licensors, as the case may be. No right to use, print, copy or display the Rugby Manager, in whole or part, is granted

hereby, except as expressly provided in this Addendum or in the latest version of the Rugby Manager License Agreements. Service Partner / Distributor shall not (i) modify, adapt, translate, make derived works of, decompile, disassemble or otherwise reverse-engineer the Rugby Manager or any portion thereof (subject to applicable mandatory legal provisions expressly permitting reverse-engineering under specific circumstances), and/or (ii) install such Software on any other operating system than the operating system specified by Leica Geosystems, and/or (iii) make the Rugby Manager and all related documents available to a third party, except as expressly provided in this Addendum or in the Rugby Manager License Agreement.

- 4.3 To perform an upgrade on a Rugby CLH, CLA or CLI laser, the Service Partner / Distributor needs to: (i) have the Rugby Manager installed on the PC, (ii) have a valid Entitlement ID (EID) for Rugby Manager activated in the CLM for Nodelocked licenses and (iii) have a laser connected to the PC with a cable.
- 4.4 **IMPORTANT:** Before Service Partner / Dealer is entitled to upgrade the Contract Product via the Rugby Manager, Service Partner / Distributor is obliged to verify that the Contract Product is free from defect, calibrated and the latest firmware version is installed on the Contract Product.
- 4.5 Then, the Service Partner / Distributor shall: (i) Start the Rugby Manager, (ii) Click on "Manage Lasers", (ii) Click on "Connect", (iii) Fill in entry fields, if required (not mandatory), (iv) Select desired software (upgrade) package, (v) Click on "OK", (vi) Read and Click "Accept Terms and Conditions box" and (vii) Click on "Buy".
- 4.6 A successful upgrade process will be confirmed by a summary screen at the end of the upgrade process.

5 PURCHASE ORDERS

- 5.1 Each purchase order will be assigned a transaction number ("Transaction Number"). Such Transaction Number will be displayed immediately in the Rugby Manager upon upgrade process.
- 5.2 Purchase orders are not binding on Leica Geosystems unless and until expressly accepted by Leica Geosystems. The status of each purchase order can be checked online under the "Reports" section by inserting the Transaction Number. A purchase order is deemed accepted by and binding on Leica Geosystems as soon as the Transaction Number appears in the Rugby Manager.

6 PRICES

- 6.1 Unless expressly otherwise stated in the Rugby Manager, the same Discounts or Transfer Prices, as the case may be, for the purchase of Laser Upgrades shall apply to Service Partner / Distributor as agreed upon in the Agreement.
- 6.2 Service Partner / Distributor acknowledges that any Discount and Prices indicated in the Rugby Manager shall only apply to and be binding for purchase orders made through the Rugby Manager. Such Discounts and Prices are subject to change without notice.
- 6.3 With respect to volume discounts and/or period refunds in cash or by credit note for meeting or exceeding the Performance Targets as set out in the Agreement, if any, all purchases of Laser Upgrades made through the Rugby Manager shall be treated like all other purchases of Contract Products made by phone, mail or fax.

7 LIMITATION OF LIABILITY

- 7.1 Service Partner / Distributor is aware of and accepts the special risks that can result from business transactions made via the Rugby Manager, such as, but not limited to, inadequate knowledge of the system by Service Partner / Distributor, defective security measures and software (including the SSL software) that can result in unauthorized access, or computer viruses contaminating Service Partner's / Distributor's computer without being noticed. Leica Geosystems shall not be held responsible and shall not be liable for any of the foregoing, nor for any third party's fraud, misuse or negligence, nor for any other cause not directly due or attributable to Leica Geosystems.

- 7.2 Leica Geosystems expressly refers to the limitation of its liability in the Agreement. In addition, Service Partner / Distributor acknowledges and accepts that Leica Geosystems is not representing that the Rugby Manager will run without interruption, that it will meet the expectations of Service Partner / Distributor or that it will function in combination with any hardware or software.

- 7.3 Leica Geosystems' liability for any and all loss and damage suffered by Service Partner / Distributor as a result of, without limitation, transmission errors, failures of transmission, technical errors, overload, breakdowns (including, but not limited to, maintenance services due to system maintenance), malfunction, interference, illegal invasion (e.g. hacking) and willful blockage of telecommunication devices and networks (e.g. "mail bombing", denial of services attacks etc.) or due to other inadequateness of telecommunication and/or network service providers is hereby expressly excluded.

8 TERM AND TERMINATION

- 8.1 This Addendum shall be valid for an indefinite period of time and shall become effective upon signature date, or, if the signature dates differ, on the later of the signature dates of Leica Geosystems and Service Partner / Distributor.
- 8.2 Leica Geosystems shall have at its sole discretion the right to discontinue the Rugby Manager at any time with immediate effect and without notice. Upon such discontinuation, this Addendum shall automatically lapse and be deemed terminated. Such discontinuation of the Rugby Manager shall not impair the validity of the Agreement, which shall remain in full force and effect, and Service Partner / Distributor shall be entitled to purchase the Laser Upgrades pursuant to the provisions of the Agreement, unless the Agreement is terminated pursuant to its termination provisions.
- 8.3 Termination of the Agreement pursuant to its termination provisions shall automatically terminate this Addendum.
- 8.4 Parties shall have the right to terminate this Addendum in writing at any time and without cause with a 1-month notice period.
- 8.5 This Addendum may be terminated by either party for cause with immediate effect. Claims for losses, damages and costs (including reasonable attorneys' fees) incurred in conjunction with such termination shall be reserved as further set out in the Agreement.
- 8.6 The consequences of a termination shall be identical as set out in the Agreement.

9 DATA PROTECTION

- 9.1 Service Partner / Distributor must comply with all applicable data protection regulations.
- 9.2 Service Partner / Distributor shall not transfer personal data of his customers to Leica Geosystems through the Rugby Manager without the expressed consent of the customer.
- 9.3 Service Partner / Distributor shall defend, indemnify and hold harmless Leica Geosystems, and Leica Geosystems' parent company and its/their subsidiaries, affiliates, and its respective officers, directors, employees, agents, successors and permitted assigns] (each, a "Customer Indemnatee") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim against Leica Geosystems arising out of or resulting from Service Partner's / Distributor's failure to comply with any of its obligations under this section.

10 FINAL PROVISIONS

- 10.1 Governing Law and Place of Jurisdiction as agreed upon in the Agreement shall be applicable to this Addendum.
- 10.2 Service Partner / Distributor declares having read this Addendum in its entirety and to fully understand and accept the terms and conditions set forth herein. Service Partner / Distributor realizes and accepts that this Addendum is equally used for other distributors of

Leica Geosystems and waives all objections that it could invoke pertaining to the fact that Leica Geosystems drafted this Addendum.

On behalf of Service Partner / Distributor:
Company name:

On behalf of Leica Geosystems:
Company name:

Signature:

Name:

Title:

Date:

Signatures:

Names:

Titles:

Date: