

LEICA GEOSYSTEMS' TERMS AND CONDITIONS FOR BUSINESS-TO-BUSINESS WEB APPLICATIONS (TCWA)

0 PREAMBLE

- 0.1 These Terms and Conditions for Business-to-Business Web Applications (TCWA) are integral part of a valid Distribution Agreement between Distributor and Leica Geosystems.
- 0.2 These Terms and Conditions base on the definitions made in the Distribution Agreement and will be from time to time updated and published under www.leica-geosystems.com/TCWA.
- 0.3 The Leica Geosystems Web Site Legal Terms of Use as set forth under www.leica-geosystems.com/TCWU form an integral part of this terms and conditions.
- 0.4 The Leica Geosystems Web site Privacy Policy as set forth under www.leica-geosystems.com/TCWP form an integral part of this terms and conditions.

1 SCOPE OF THIS ADDENDUM

- 1.1 The following provisions are regulating only and exclusively the use of our Business-to-Business Web Applications (hereafter the "Web Applications") to process defined transactions using online functionality (hereafter the "Online Transactions") as further outlined in this chapter.
- 1.2 The online User Administration of Employees by the Distributor through the Leica Geosystems – MyWorld – MyAccount Administration (hereafter the "MyAccount-Administration") is subject of this TCWA.
- 1.3 The online functionality to purchase Contract Products by the Distributor through the Leica Geosystems - Partners' Store in the Web at "store.leica-geosystems.com" (hereafter the "Partners' Store") is subject of this TCWA.
- 1.4 The online functionality for Technical Services provided through the Leica Geosystems – MyWorld – MyServiceCenter at "https://myworld.leica-geosystems.com" (hereafter the "MyServiceCenter") is subject of this TCWA. The following Online Transactions are part of MyService Center.
 - 1.4.1 eWarranty provides the online functionality for notifying Leica Geosystems on Warranty or other exGratia Services provided by Service Partner to start and monitor the remuneration process.
 - 1.4.2 eRepair provides the online functionality to start and monitor the exchange and remuneration process for our volume products (e.g. DISTO, LINO)
 - 1.4.3 eSpareBack provides the online functionality to start the return process of relevant defective Contract products or components and monitor to return specific spare parts and monitor the status of reimbursement as outlined in clause 7.1.2 of the TCTS.
 - 1.4.4 MyServiceSoftware provides the online functionality to view and manage all Service Software Licenses for the Service Workshop
- 1.5 The processing of above specified transactions (e.g. purchase of Contract Products, notification of warranty cases) by any other means than the Web Applications, such as by phone, mail or fax, shall not be subject of this TCWA.

2 MYACCOUNT ADMINISTRATION AND USER/PASSWORD AUTHENTICATION

- 2.1 The use of any Web Application is protected by named user and his individual password.
- 2.2 The Distributor shall decide under its exclusive responsibility who within its organization (hereafter the "Contact Person(s)") shall be authorized to act on behalf of Distributor and get access to selected Web Applications.
- 2.3 The Distributor shall decide, whom of the Contact Person shall be authorized to administrate the Contact Persons's user rights using the MyAccount Administration. Distributor shall provide this Contact Persons in writing to Leica Geosystems signed by Authorised

Managers and Leica Geosystems will grant the access only to these Contact Person(s).

- 2.4 As part of the MyAccount Administration Leica Geosystems shall be entitled to integrate Contact Person(s)'s data into its customer data file and will thereafter grant each Contact Person access to the selected Web Applications.
- 2.5 Each Contact Person is authenticated by his/her email address as login ID and a password that the Contact Person need to determine himself/herself. It is highly recommended to regularly change the password online using the "Change password" functionality. In some cases the Web Application force a periodical password change.
- 2.6 Leica Geosystems' employees will not be able to identify Distributor's / Contact Person's encrypted password(s), as they have no access to the password database.
- 2.7 It shall be Distributor's / Contact Person's exclusive responsibility to keep the password strictly confidential and to protect it from being misused. Distributor shall bear all risks resulting from the loss and the misuse of the password protected contact person rights.
- 2.8 It shall be Distributor's exclusive responsibility to block the Web Application Access for any Contact Person, who isn't any longer employed by Distributor.
- 2.9 Leica Geosystems shall not be liable for any loss and damages that might result from the loss or misuse of the password protected contact person rights.

3 ONLINE TRANSACTIONS

- 3.1 Each Online Transaction will be assigned a unique number ("Transaction Number").
- 3.2 Such Transaction Number (e.g. Order Confirmation Number, E-Warranty Notification Number) will be displayed immediately, when the online functionality of Leica Geosystems confirm the successful processing of submitted information in the Online Transaction.
- 3.3 Each Online Transaction is as legally binding to Leica Geosystems and Distribution Partner as the same transaction carried out by other means such as by phone, mail or fax.
- 3.4 The processing status for all relevant transactions shall be monitored by Distributor using the Web Applications.

4 FINAL PROVISIONS

- 4.1 Distributor is aware of and accepts the special risks that can result from business transactions made via email or the Web, such as, but not limited to, inadequate knowledge of the system by Distributor, defective security measures and software (including the SSL software) that can result in unauthorized access, or computer viruses contaminating 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.
- 4.2 Leica Geosystems expressly refers to the limitation of its liability in the Agreement. In addition, Distributor acknowledges and accepts that Leica Geosystems is not representing that the Web Applications will run without interruption, that it will meet the expectations of Distributor or that it will function in combination with any hardware or software.
- 4.3 Leica Geosystems shall have at its sole discretion the right to discontinue the Web Applications at any time with immediate effect and without notice. Such discontinuation of the Web Application shall not impair the validity of the Distribution Agreement, which shall remain in full force and effect, and Distributor shall be entitled to act pursuant to the provisions of the Agreement, unless the Agreement is terminated pursuant to its termination provisions.