

PROFIS Anchor Channel
END USER AGREEMENT

This End User Agreement ("Agreement") for PROFIS Anchor Channel ("Software") by and between **PEC Europe GmbH** ("Software Provider") and you ("Customer") is effective as of the date of Customer's acceptance of this Agreement ("Effective Date"). Within the registration process for the Software Customer has accepted this Agreement by clicking the acceptance button prior to its first possibility to use the Software. Customer herewith warrants and confirms to solely have entered complete and truthful information about its company and person within the registration process and particularly, but not limited to, has not used any pseudonyms. Software Provider grants to Customer – to the person named in the registration ("Registered User") - in form as loan according to § 598 BGB and according to the terms of this Agreement the right to use the Software, Updates and Upgrades to the Software (hereinafter altogether referred to as "Software"). Now therefore, the parties agree as follows:

1. Customer's Use of the Software.

1.1 Software Provider Obligations. Software Provider shall make the Software as described in section 1.2 of this Agreement, available to Customer pursuant to this Agreement. Software Provider may in form of Updates and/or Upgrades improve the Software, but is not obligated to do so; "Updates" means software that remedies Defects in the Software and/or that may include minor improvements of the previous Software; "Upgrades" means new facilities, capabilities or functionalities of the Software. It shall be Software Provider's sole discretion whether an Update and/or Upgrade is being made available and whether an improvement is deemed an Update or an Upgrade.

1.2 Software Description. Software Description and the Software's features (including manuals and other documentation) are being made available to Customer on Software Provider's websites as being amended by Software Provider from time to time. Software Provider does at no time warrant that essential functions of the Software relevant to the Customer remain for the Term of this Agreement. Software Provider does not warrant a downwards compatibility of the Software.

1.3 System Requirements. The operation or use of the Software by Customer may require certain System Requirements as specified and updated from time to time on the Software Provider's websites, where solely Customer shall be responsible to ensure that the System Requirements are met. The provision of System Requirements does not form part of Software Provider's obligations under this Agreement.

1.4 Customer Obligations. Customer is responsible for the Registered User's use of the Software and his/her compliance with this Agreement. Customer shall use reasonable efforts to prevent unauthorized access to, or use of, the Software by not authorized third parties through its systems, and notify Software Provider promptly of any such unauthorized access or use.

1.5 Prohibited Activities. Customer shall use the Software solely for its internal business purposes. If not expressly otherwise determined by mandatory statutory law, Customer shall in regards to the Software not: (i) license, sublicense, decompile, sell, resell, rent, lease, transfer, assign, distribute, time share, offer, or otherwise make the Software available to any third party; (ii) use the Software in violation of applicable local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party or otherwise use the Software in violation of this Agreement.

2. Free Software use & Data backup.

2.1 Free Software Use. Until further notice (revocation) by Software Provider, Software Provider will make the Software available to Customer for downloading via Software Provider's websites. Software Provider will not have any delivery obligation over and beyond that; in particular, Software Provider will not install the Software on Customer's IT systems or will not provide Customer with the source code of the Software. All implementation services to technically prepare the Software for its operational use (i.e. setting up the Software to meet technical system requirements and technical parameterization of the Software) shall solely be done by Customer. Software Provider may from time to time provide new Updates of the Software, where it is Customer's sole responsibility to regularly check whether a new Update is available for downloading. When an Update is released, all previous Software versions shall automatically and with immediate effect lose their validity, and Customer shall indemnify Software Provider from any claims associated with its continued use of such previous Software.

2.2 Business Customers. The Software is solely intended to be used on premises by business customers and not by private end consumers.

2.3 Data Back-Up. Customer shall install the Software its IT systems; therefore, it remains Customer's sole responsibility to retain up to date back-ups of any data in connection with the use of the Software.

3. Proprietary Rights.

3.1 © Hilti Corporation 2016. Hilti Corporation, Feldkircherstrasse 100, 9494 Schaan, Liechtenstein, exclusively and unrestrictedly retains sole ownership, and reserves all rights, title and interest and all Intellectual Property Rights (as such term is defined in section 3.2) to the Software (including Updates and Upgrades), unless explicitly otherwise stated in this Agreement. Software Provider is entitled by Hilti Corporation to grant to Customer rights to the Software (including Updates and Upgrades) according to the terms and conditions of this Agreement.

3.2 Intellectual Property Rights. Means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights, related to the Software.

3.3 Reservation of Rights. Subject to the limited rights expressly granted hereunder, no rights are granted to Customer hereunder other than as expressly set forth herein. Customer reserves all rights, title and interest in and to its data, other non-Software Provider software and other intellectual property to which Software Provider may from time to time have access in the course of providing the Software.

3.4 Grant of Rights. Software Provider grants to Customer a non-exclusive, single (for one Registered User), non-transferable right to download and use the Software in accordance with and during the term of this Agreement. In case that other users within Customer's sphere of business operations want to use the Software, such further users need to download and register for the Software themselves.

3.5 Restrictions. If not expressly otherwise determined by mandatory statutory law, Customer shall not (i) modify, copy or create any derivative works based on the Software; (ii) frame or mirror any

content forming part of the Software, other than on Customer's own intranets for its own internal business purposes; (iii) reverse engineer or decompile the Software or any part thereof; (iv) access the Software in order to build any commercially available product or service; (v) copy any features, functions, interfaces or graphics of the Software or any part thereof; or (vi) use the Software in any manner that exceeds the scope of use permitted herein.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information (as such term is defined in section 4.2) of the other party for any purpose outside the scope of this Agreement, except with the other party's prior written permission or as required by Law and permitted by section 4.4, below.

4.2 Confidential Information. Means (a) the Software in any form, (b) each party's business or technical information, including but not limited to any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how.

4.3 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable degree of care and reasonable technology industry standards).

4.4 Compelled Disclosure. If a party is compelled by Law to disclose Confidential Information of the other party, it shall promptly provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at the other party's cost, if the other party wishes to prevent or contest the disclosure.

4.5 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to stop such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.6 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party.

4.7 Disclaimer.

Any and all information and data contained in the Software concern solely the use of Hilti products and are based on the principles, formulas and security regulations in accordance with Hilti's technical directions and operating, mounting and assembly instructions, etc., that must strictly be complied with. The Hilti product portfolio to be used in connection with Software may vary from country to country. All figures contained in the Software are average figures, and therefore, use-specific tests are to be conducted prior to using the relevant Hilti product. The results of the calculations carried out by means of the Software are based essentially on the data Customer puts in. Therefore, Customer bears the sole responsibility for the absence of errors, the completeness and the relevance of the data to be put in by Customer. Moreover, Customer bears sole responsibility for having the results of the calculation checked and cleared by an expert, particularly with regard to compliance with applicable norms and permits, prior to using them for Customer's specific facility. The Software serves only 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. Customer must take all necessary and reasonable steps to prevent or limit damage caused by the Software. All calculation results and designs are recommendations and need to be confirmed with a professional designer and/or structural engineers to ensure that the calculation results and designs are suitable and adequate for Customer's specific jurisdiction and project requirements.

The section "WARNINGS" in each of the reports being generated with the Software form an integral part of the calculation assumption. Customer needs to comply with those to the strictest and needs to ensure that they are being reviewed by an appropriate expert prior to their use.

5. Exclusion of Warranty.

Except for fraudulently concealed defects, Software Provider herewith excludes any and all representations, warranties, whether expressed or implied, with respect to the error free installation, use, or operating of the Software. Furthermore, the Software Provider does particularly, but not limited to, not warrant the merchantability or fitness of the Software for a particular purpose. Customer is solely responsible for its selection and use of the Software.

6. Defects.

6.1 Notification obligation. Customer shall notify Software Provider without undue delay of any alleged Defects (as such term is defined in section 6.2) of the Software in writing, including a description of the alleged Defect. Software Provider may decide at its sole discretion whether to cure a given Defect and if so how to rectify a Defect (Update, Upgrade, bugs, etc.). Notwithstanding the foregoing Software Provider shall, except for fraudulently concealed defects, not be obligated to rectify Defects.

6.2 Defect. Means a severity of errors that prevents the Software from operating as described in section 1.2, whereas in case (i) a work-around can be utilized with reasonable effort by Customer or in case (ii) an error does not lead to a downtime or to a serious disturbance of Customer's data integrity, such errors shall not be deemed as a Defect.

7. Limitation of Liability.

7.1 Limitation of Liability. Software Provider's liability for damages caused by slight negligence, irrespective of its legal ground, shall herewith to its entirety be excluded.

7.2 Exceptions. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act, and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Software Provider has assumed a specific guarantee.

7.3 Futile Expenses. Section 7.1 and section 7.2 shall apply accordingly to Software Provider's liability for futile expenses.

7.4 Customer's obligation to avert and reduce damages. Software Provider is not able to restore individual customer files in case of data loss. Customer shall therefore, be obliged to take adequate measures to avert and reduce damages, in particular Customer shall be obliged to create backup copies of any its data stored in connection with the Software on a regular basis.

8. Audits

8.1 Right to Audit. In order to examine whether Customer complies with the provisions of this Agreement, Software Provider or an independent third party being appointed by Software Provider shall within Customer's business hours and without observing an

announcement period be entitled, to audit Customer's IT systems to the extent reasonably required.

8.2 Audit Costs. Solely in case a violation of this Agreement is being detected in the course of such Audit, the Software Provider's reasonable costs for conducting such Audit shall be borne by Customer.

9. Term & Termination.

9.1 Term. This Agreement shall have an indefinite term, whereas "Term" means the period starting from the Effective Date until the Agreement will have been terminated.

9.2 Termination by Software Provider. Software Provider may at any time terminate this entire Agreement according to § 604 sec. 3 German Civil Code without observing a notice period and to demand the return or the irretrievable deletion of the Software.

9.3 Termination by Customer. Customer may terminate this entire Agreement in writing upon observing a notice period of 60 days prior to the end of a calendar month.

9.4 Termination for Cause. In addition, each party may terminate this Agreement for cause with immediate effect in the event of the other party's breach of any material term of this Agreement and failure to cure such breach within 30 days following notice of such breach.

9.5 Consequences due to the contractual end of the Agreement. Upon ending of the Agreement, Customer shall immediately cease accessing and otherwise utilizing the Software and is obligated to irretrievably delete the Software from its IT systems.

9.6 Surviving Provisions. Any termination of this Agreement shall not affect any accrued rights, remedies, obligations or liabilities of either Party, or any rights or remedies arising from or in connection with such termination, as set forth in this Agreement, nor shall it affect the effectiveness of provisions of this Agreement which explicitly or by nature of business remain in force after the termination of this Agreement.

10. Changes to the Agreement

10.1 Changes to the Agreement. Software Provider reserves the right to unilaterally change the Agreement ("Change"). Software Provider will notify Customer about the Change by considering a reasonable prior notice period ("Change Notification"). The Customer has the right to object to the Change with two (2) weeks prior notice before the Change is intended to become effective ("Change Effective Date"). If Customer does not object in due time, this shall be deemed as Customer's acceptance of the Change and the Change shall become effective at the Change Effective Date. If Customer objects in due time, Software Provider may choose to either continue the Agreement with Customer under the terms of this Agreement without the Change, or, notwithstanding 11.2 above, to terminate the Agreement with effect at the Change Effective Date. Software Provider will specifically inform Customer about Software Provider's termination right, the notice period for Customer's objection, the Change Effective Date and the consequences of not objecting to the Change Notification.

11. General Provisions.

11.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 Notices. Unless the terms of this Agreement explicitly require any other form, all notices under this Agreement must be given at least in textual form. Software Provider and Customer will deliver such notices by email to the address(es) and contact person(s) indicated

by Customer and Software Provider upon registration of Customer's account with Software Provider or to such other address(es) of which the parties may notify each other. The preceding sentence applies accordingly if the notices are given in writing. Furthermore, Software Provider is entitled, to address notices to Customer directly via the Software.

11.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

11.4 Subcontractors. Software Provider may commission subcontractors with the providing of the Software.

11.5 Assignment. Customer shall not be entitled to assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Software Provider. Software Provider shall be entitled to assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without obtaining Customer's consent.

11.6 Governing Law. This Agreement shall be governed exclusively by the Laws of Germany excluding the Convention on the International Sale of Goods.

11.7 Venue. The venue for adjudication of any disputes relating to this Agreement shall be the competent court being applicable at the registered seat of Software Provider. However, Software Provider shall be entitled to file actions at the court having jurisdiction at Customer's place of business. Each party consents to jurisdiction in such courts and waives any claims of inconvenient forum.

11.8 Further Provisions. This Agreement constitutes together with the Disclaimer Section and the references to the information of use and other referenced manuals the entire agreement between the parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments, or undertakings other than those expressly set forth herein. This Agreement supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted, and entered into no earlier than the Effective Date.

11.9 Representation. Customer agrees that its use of the Software does not constitute non-compliance with any Law or regulation. Customer acknowledges that it has an independent duty to comply with any and all Laws applicable to it.