Developer Agreement for the ON!Track API
("Agreement")

Preamble

This Agreement, effective as of the date of your acceptance (the "**Effective Date**"), is by and between **Hilti Corporation**, Feldkircherstrasse 100, FL-949 Schaan, Liechtenstein ("**Hilti**") and the company that you represent ("**Developer**"). Within the acceptance process for the ON!Track Unite Developer Hub Developer has accepted this Agreement by clicking the acceptance button prior to its first possibility to use the ON!Track Unite Developer Hub or has entered into this Agreement in writing. You are herewith warranting that you have the authority to bind such Developer to this Agreement and that you have solely entered complete and truthful information about your person and about the Developer within the acceptance process and particularly, but not limited to, have not used any pseudonyms. Hilti and Developer individually also referred to as the "**Party**" or together as the "**Parties**".

This Agreement is intended to govern the access to the Hilti API in addition to other guidelines ("**Hilti API Policies**") Hilti may make available to Developer within the ON!Track Unite Developer Hub.

Now, **therefore**, considering the provisions being set forth in the Preamble the Parties herewith agree on the following terms for this Agreement:

1. Definitions

1.1. Terms appearing in capital letters in this Agreement have the meaning as defined in this clause 1 and as otherwise laid out in this Agreement:

Agreement means this Developer Agreement for Hilti APIs, including the Hilti API Policies, the Hilti Privacy Policy and any and all other documents forming part of this Agreement or to which being referenced to in this Agreement.

Beta-Functions mean a Hilti Application that may be made available to Developer and/or Hilti Customer to try at its option at no additional charge which is clearly designated as beta or pilot product and may only be used for testing and evaluation purposes, but not for productive use.

Confidential Information means all information disclosed by or on behalf of Hilti to Developer which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure. Confidential Information may include, without limitation, proprietary information, technical data, trade secrets or know-how, including, but not limited to, source code, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, pricing or other business information. For all purposes of this Agreement, Customer Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information (other than Customer Data) that (i) was already known to Developer at the time of disclosure by or on behalf of Hilti without an obligation of confidentiality; (ii) was or is obtained by Developer from a third party not under an obligation of confidentiality with respect to such information; (iii) is or becomes generally available to the public other than by violation of this Agreement; or (iv) was or is independently developed by Developer without use of Hilti's Confidential Information.

Customer Application means web or other software services or applications owned by or licensed to a Hilti Customer, which utilizes via the Developer Application the Hilti API.

Customer Data means data attributable to a Hilti Customer and/or to a Developer Customer, which is being stored on or transmitted through the Hilti API and the Developer Application by or on behalf of a such Hilti- and/or Developer Customer to its Hilti- and/or its Customer Application and vice versa.

Developer Application means web or other software services or applications developed by Developer that utilize or interact with the Hilti API.

Developer Customer means any entity or person to whom Developer makes a Developer Application available, where such Developer Customer also needs to be a Hilti Customer.

ON!Track Unite Developer Hub means the platform or other aggregator or repository being operated by Hilti, which contains the Hilti Services and which Hilti according to its sole discretion may amend from time to time.

Developer Terms means the contractual terms governing the use of the Developer Applications by a Developer Customers.

End-User means users attributable to a Customer to which the Developer makes a Developer Application available and not being a Subcontractor.

Hilti API Policies means any and all restrictions and policies, including the Hilti trademark usage guidelines implemented by Hilti from time to time with respect to the Hilti API, as being set forth in the documentation for the Hilti API or as otherwise communicated to Developer by Hilti.

Hilti API means a programming interface to a Hilti Application and any accompanying or related documentation, source code, executable applications and other materials made available by Hilti, including, without limitation, within the ON!Track Unite Developer Hub Unite.ontrack3.hilti.com and which Hilti according to its sole discretion may amend from time to time.

Hilti Application means any web-, on-premise or other software service, application or Beta-Functions developed by or on behalf of, licensed to and/or owned by Hilti Corporation that may or may not contain or is connected to the Hilti API and which Hilti according to its sole discretion may amend from time to time.

Hilti Customer means any entity or person to whom Hilti makes a Hilti Application available.

Hilti Privacy Policy means the [Privacy Policy](#) being made available by Hilti in form of a online publication and which is updated from time to time according to Hilti`s sole discretion.

Hilti Services means any and all services, materials and applications, which may be made available by Hilti to Developer for the usage of the Hilti API, including the Hilti API. The Hilti Services may also include, documentation, instructional videos, development tools, web-based and audio-visual instructional materials, examples of Hilti Applications or access to developer portions of the Hilti API. Unless otherwise set forth in this Agreement, the term Hilti Services shall also include the ON!Track Unite Developer Hub, the Hilti APIs and the Hilti Applications.

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.

Performance Data means data related to the use of and calls to the Hilti API so as to analyze the performance of the Hilti API, in order to improve its operation. None of these data will include any personal data of the Developer or of the Developer- or Hilti Customers.

Subcontractor means any individual authorized to use the Hilti API by Developer, where such authorization may be issued by the Developer for the sole purpose of supporting the Developer in developing, maintaining and/or operating the Developer Application.

1.2. Unless the context otherwise clearly indicates, words used in the singular include the plural and the plural includes the singular.

2. Hierarchy

2.1. In case of contradictions between the Hilti API Policies and the Agreement, the latter shall prevail, unless Hilti deviates in a Hilti API Policy from a certain section of the Agreement by explicitly referring to the section in the Agreement to be deviated from.

3. Purpose

3.1. This Agreement governs Developer's rights to use and access the Hilti Services for the purpose of developing, implementing a connection between a Hilti Application and a Customer Application by utilizing the Hilti API and the Developer Application according to terms being set forth in this Agreement. The applicable Hilti Services may be made available by Hilti according to its sole discretion within the ON!Track Unite Developer Hub. Furthermore, Developer`s access to and use of the Hilti API shall particularly, but not limited to, be governed by the Hilti API Policies.

3.2. Until further notice by Hilti, Hilti provides Developer the Hilti Services free-of-charge pursuant to the provisions of this Agreement.

4. Intellectual Property Rights

4.1. Subject to the limited rights expressly granted in this Agreement, no rights are granted to Developer. Hilti reserves all rights, title and interest to its Intellectual Property Rights, its data and particularly to its Hilti Services.

4.2. Subject to the provisions of this Agreement, including, but not limiting to section 5 and 6 of this Agreement, Hilti hereby grants to Developer a free-of-charge non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right during the term of this Agreement to: (a) connect to the Hilti API and the Hilti Services to develop, implement, maintain, operate and commercially distribute the Developer Applications solely for use the Development Customers, the respective End-Users and the Subcontractors, where the individual Hilti API on behalf of a Development Customer, may be subject to a remuneration, which Hilti may charge towards such Development Customer; (b) use, reproduce, distribute, and transmit Customer Data to the extent necessary to format and display it in the Developer Applications and/or Customer Application; (c) use and display the Hilti trademarks in conformity with Hilti trademark usage guidelines for the sole purpose of identifying that the Customer Data originates from the Hilti API, and any such use of the Hilti trademarks shall inure to the benefit of and belong to Hilti.

4.3. Developer hereby irrevocably grants to Hilti a free-of-charge non-exclusive, transferable, sublicensable, perpetual and worldwide right to: (a) directly or indirectly use, reproduce, modify, alter, amend, distribute, and transmit Customer Data that have been provided via the Hilti API to the extent necessary to format and display it in a Hilti Application; (b) collect and use the Performance Data.

4.4. Developer hereby grants to Hilti a free-of-charge, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the Hilti Service, the Hilti Applications and/or the Hilti APIs any suggestions, enhancement requests, recommendations or other feedback Hilti receives from Developer or from Developer Customers and/or Hilti Customers.

5.   Developer restrictions and responsibilities
      The usage rights granted in clause 4.2 of this Agreement are explicitly conditioned on Developer's adherence to the following restrictions and compliance with its responsibilities as set forth herein:

5.1. Developer must comply with all restrictions set forth in this Agreement. If Hilti believes, in its sole discretion, that Developer has violated or attempted to violate any term, condition or the spirit of this Agreement, Hilti shall be entitled, to temporarily or permanently revoke the rights being granted to Developer under this Agreement with or without notice to Developer.

5.2. In order to use and access the ON!Track Unite Developer Hub Developer may need to obtain login credentials. In order to access the Hilti API must obtain a token. Both the login credentials and the token will be provided by Hilti. Developer may not share its login credentials or the token with any third party, shall make all reasonable efforts to keep both secure and shall use the token as Developer's sole means of accessing the Hilti API. If login credentials or a token being shared with a third party or in case Developer detects any security vulnerability in the Hilti Services, Developer must immediately inform Hilti in writing.

5.3. Any Developer Application that uses or relies upon the Hilti API shall not replicate products or services offered by Hilti to the Hilti Customers, including, without limitation, individual functions thereof. Subject to the preceding sentence and the Parties' other rights and obligations under this Agreement, each Party herewith agrees that the other Party may develop and publish applications that are similar to or otherwise compete with such Party's applications.

5.4. Developer shall not use the Hilti API in order to monitor the availability, performance, or functionality of the Hilti API and/or of a Hilti Application or for any similar benchmarking purpose.

5.5. Hilti shall have the right, in its sole discretion, to refuse to permit Developer's use of the Hilti API. Hilti shall have no liability to Developer for such refusal.

5.6. No Developer Application shall, in any manner, display any form of advertising within or connected to any Customer Data.

5.7. A Developer Application shall not access the Hilti API for any purpose of data mining, high load calls, abusive calls or for other data gathering purposes, other than for the ordinary use of the Hilti API in connection with providing Customer Data to the Developer - and/or Hilti Application and vice versa.

5.8. Developer shall under no circumstances repackage or resell the Hilti Services, Customer Data, or any data derived thereof.

5.9. Developer is not permitted to use the Hilti Services, any Customer Data in any manner that does or could potentially undermine their security. In addition, Developer shall not, and shall not attempt to, interfere with, modify or disable any features, functionality or security controls of the Hilti Services, any Customer Data, defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for them, or reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form of them.

5.10. Developer shall warrant that every Subcontractor complies with all requirements of this Agreement.

5.11. A Developer Application may only be used by business customers and not by private end customers.

6. Developer representations, warranties and covenants

6.1. Developer acknowledges and herewith warrants for the entire term of the Agreement that:

6.1.1. Developer complies with the provisions as being set forth in section 5;

6.1.2. Developer is solely responsible, and that Hilti has no responsibility or liability of any kind, for the functioning, content, development, operation, support or maintenance of any Developer Application and of Developer`s use of the Hilti Services and any Customer Data;

6.1.3. Developer is solely responsible for (i) the entire development, technical installation, support and operation of any of its Developer Applications; (ii) creating and displaying information and content on, through or within any of its Developer Applications; (iii) ensuring that all of its Developer Applications are in compliance with the applicable laws and do not, particularly, but not limited to, violate or infringe the Intellectual Property Rights of Hilti and/or of any third party; (iv) ensuring that all of its Developer Applications are not offensive, profane, obscene, libelous or otherwise illegal; (v) ensuring that the Developer Application is secure according to the applicable industry standards and that no (a) unauthorized access to the Developer Application or to the Hilti Services, any Customer Data is given and that no (b) malicious software is introduced to them;

6.1.4. Developer has obtained the prior written consent in accordance the respective contractual- (e.g. confidentiality) and with the applicable law requirements (e.g. data protection laws) of: (i) the respective Hilti Customer for the transmission of the Customer Data from the Hilti Application of such Hilti Customer via the Hilti API to the Developer Application and vice versa and of (ii) all End-Users of such Hilti- and Developer Application;

6.1.5. Developer to be solely - responsible for the privacy, security and integrity of the Customer Data and to maintain and handle all Customer Data in accordance with privacy and security measures adequate to preserve the confidentiality and security of all Customer Data and all applicable privacy laws and regulations, and in no event less protective than the measures and policies set forth in the Hilti Privacy Policy;

6.1.6. Developer will not (i) modify the content of Customer Data in a manner that adversely affects the integrity of Customer Data; (ii) disclose Customer Data to any third party; or (iii) use Customer Data for any other purpose as those being set forth in this Agreement and/or in the agreement with its Developer Customer;

6.1.7. The Developer Applications do not violate, misappropriate or infringe upon the Intellectual Property Rights of any third party;

6.1.8. Developer will include the Mandatory Terms in the Developer Terms.

6.1.9. Developer will only make the Developer Application available in compliance with the applicable export controls, (e.g. U.S. export control laws).

7. Distribution of Developer Application and support

7.1. Developer expressly acknowledges that Hilti has no and does not want to have any control over Developer`s distribution and marketing of its Developer Application. The distribution and marketing of the Developer

Application will solely be conducted by the Developer in its own name and for its own account. Hilti will at no time be a party to the Developer Terms. Accordingly, Hilti offers no support for any Developer Application and herewith disclaims any and all representations and warranties whatsoever regarding any Developer Application and as set further set forth in section 10.

7.2. This Agreement does not entitle Developer to any support for the Hilti Services, unless explicitly otherwise agreed upon between the Parties under a separate agreement in writing. Developer shall not represent to any End-Users that Hilti is available to provide any such support or to make any other representations on behalf of Hilti.

7.3. Developer shall include the following mandatory provisions ("**Mandatory Terms**") in the Developer Terms.

Mandatory Terms:

7.3.1. Developer is the licensor of the Development Application and Hilti is not a party to the Developer Terms.

7.3.2. Developer grants the Development Customer and the End Users a, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate the Development Application in connection with the Hilti API for so long as the Development Application is supported by the Hilti API.

7.3.3. Any information that Developer collects, stores and processes from its Development Customer and the respective End-Users will be subject to the Developer Terms, privacy notice, or similar terms that the Developer provides to its Development Customers and the respective End-Users, and will not be subject to the Hilti Privacy Policy.

7.3.4. The Development Customer and the respective End-User may not modify, reverse engineer, decompile or disassemble the Hilti Application and/or the Hilti API in whole or in part, or create any derivative works from or sublicense any rights thereto, unless otherwise expressly authorized in writing by Hilti.

7.3.5. Developer and Hilti shall maintain all rights, title and interest in and to all of their respective Intellectual Property Rights. The rights granted to the Development Customer and the respective End-Users to use the Developer Application under the Developer Terms do not convey any additional rights in the Hilti Application or the Hilti API, or in any Intellectual Property Rights associated therewith, other than those being explicitly set forth in this Agreement.

7.3.6. The Development Customer shall agree to individually grant to the Developer and to Hilti a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Development- and/or into the Hilti Application or to otherwise use any suggestions, enhancement requests, recommendations or other feedback provided by the Development Customer.

7.3.7. The Development Customer shall agree to the warranty disclaimer as being set forth below in section 10, to the limitation of liability as being set forth below in section 11 and to the indemnity as being set forth below in section 12.

7.4. The above sections 7.1, 7.2 and 7.3 shall not be applicable, if and to the extent Developer and Hilti have entered into a separate agreement in writing under which Developer shall develop for Hilti an application depending on or utilizing a Hilti API and such application being distributed and marketed by Hilti.

8.   Confidentiality

8.1. Developer may from time to time, gain access to Confidential Information. At all times during and after this Agreement, Developer may use Confidential Information only to the extent necessary to exercise its rights under this Agreement and subject to the express permissions set forth herein. At all times during and after this Agreement, Developer may not disclose Confidential Information to a third party without the prior written consent of Hilti. Without limiting any other obligation of Developer under this Agreement, at all times during and after this Agreement, Developer agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in a commercially reasonable manner and no less than the same manner that Developer would use to protect its own confidential and proprietary information of a similar nature.

8.2. If Developer is legally compelled to disclose the Confidential Information, it shall promptly inform Hilti of this fact beforehand, to the extent legally permitted, and provide reasonable assistance, if Hilti wishes to prevent or contest the disclosure.

8.3. If the Developer is in breach of the confidentiality provisions of this Agreement (e.g. discloses or uses Hilti`s Confidential Information or threatens to disclose or use it), Hilti shall have the right to injunctive relief to stop such acts, without prejudice to any other available legal remedies, whereby the Parties hereby acknowledge that any other available remedies are inadequate.

9. Beta-Functions

9.1. Developer herewith acknowledges and agrees that (i) the Beta-Functions provided under this Agreement, which are explicitly designated as a beta and/or pilot product, shall only be used for testing and evaluation purposes and may not yet comply with legal and/or regulatory requirements; (ii) the Beta-Functions are not being released for productive usage by Developer with the Beta-Functions; and (iii) if Developer use the Beta-Functions for any other as the allowed purposes, Developer will indemnify and hold harmless Hilti for any damages that may arise out of such activities. Developer may choose to try such Beta-Functions or not in its sole discretion and at its sole risk, where Developer herewith acknowledges and agrees that the Beta-Functions are however, not supported by Hilti, may be discontinued at any time according to Hilti`s sole discretion and may never be made commercially available. Developer herewith acknowledges and agrees that Hilti will have no liability for any harm or damage arising out of or in connection with a discontinuation of the Beta-Functions.

10. Disclaimer of Warranties

10.1. Hilti hereby excludes all express or implied warranties, guarantees and conditions relating to the Hilti Services, in particular with regard to their usability for a specific purpose. Hilti does not warrant that the Hilti Services will work without error or without interruption or that they are free of third party Intellectual Property Rights. Developer alone is responsible for the selection and use of the Hilti Services. Developer herewith acknowledges that Hilti does not warrant that the Hilti Services will be uninterrupted, timely, secure, error-free, accurate, free from viruses or malicious software or that any defects are being corrected.

11. Limitation of Liability.

11.1. Strict liability according to section 536a Subsection 1 Alternative 1 German Civil Code is excluded.

11.2. The liability of Hilti for any and all damages under this Agreement due to slight negligence, regardless of the legal basis, is hereby excluded.

11.3. The aforementioned limitations of liability as being set forth in section 11.2, shall not apply to grossly negligent or intentional damage, personal injury or in cases of statutory compelling liability (in particular pursuant to Product Liability Act).

11.4. Sections 11.2 and 11.3 shall apply accordingly to Hilti's liability for futile expenses.

11.5. Developer is obliged to take appropriate measures to prevent and reduce damages. Developer is in particular obliged to back up the data that it uses in connection with the use of the Hilti Services. This is the sole responsibility of the Developer. Hilti will not be responsible in any means for restoring tenant based data.

11.6. Developer acknowledges that its breach of this Agreement may cause irreparable harm to Hilti, the extent of which would be difficult to ascertain. Accordingly, Developer agrees that, in addition to any other remedies to which Hilti may be legally entitled, Hilti shall have the right to seek immediate injunctive relief in the event of a breach of this Agreement by Developer or any of its officers, employees, consultants or other agents.

12. Indemnification

12.1. Developer agrees that Hilti shall have no liability whatsoever for any use Developer makes of the Hilti Services. Developer herewith agrees to indemnify and hold harmless Hilti, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, and partners, to the fullest extent from and against any and all claims, liabilities, damages (actual and consequential), losses and reasonable expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to Developer's use of the Hilti Services or any violation of this Agreement.

13. Term and Termination

13.1. This Agreement shall commence on the Effective Date and will remain in effect until terminated pursuant to this section 13. Either Party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Developer violates any provision of this Agreement. Any termination of this Agreement shall also terminate the usage rights granted to Developer hereunder. Upon termination of this Agreement for any reason, Developer shall cease using, and either return to Hilti, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials provided pursuant to this Agreement and any Confidential Information in Developer's possession, and shall certify to Hilti in writing upon Hilti's request that such actions have occurred. In addition to any rights that accrued prior to termination, each provision of this Agreement that by its nature, should survive the termination of this Agreement shall survive such termination.

14. Miscellaneous
14.1. Modifications
14.1.1. Developer acknowledges and agrees that Hilti may modify this Agreement, the Hilti Services, Hilti's Privacy Policy from time to time ("**Modification**"). Developer will be notified of a Modification through notifications or posts on the ON!Track Unite Developer Hub. Developer further acknowledges and agrees that such Modifications may be implemented at any time and without any prior notice to Developer. Developer shall, within thirty days from the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the "**Conformance Period**") comply with such Modification(s) by implementing and using the most current version of the Hilti API and making any changes to Developer Applications that may be required as a result of such Modification(s). Developer acknowledges that a Modification may have an adverse effect on a Developer Application, including but not limited to changing the manner in which a Developer Application communicates with the Hilti API and displays or transmits Customer Data. Developer's continued access to or use of the Hilti Services following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

14.2. Assignment; entire agreement
14.2.1. Developer may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Developer's rights under this Agreement or delegate performance of Developer's duties under this Agreement without Hilti's prior written consent. Hilti may, without Developer's consent, assign this Agreement to any affiliate or in connection with any merger or change of control of Hilti or the sale of all or substantially all of its assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assignees.

14.2.2. This Agreement by and between Developer and Hilti constitutes the entire agreement among the Parties with respect to the subject matter of this Agreement. General terms and conditions of the Parties do not apply even if they have not been expressly objected. Except as otherwise set forth above in section 14.1.1, any changes, amendments and/or supplements to this Agreement require the written form. This form requirement also applies to any changes to the form requirement as being set forth in this section.

14.2.3. Either Party's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

14.3. Severability
14.3.1. If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and, in any event, the remaining provisions of this Agreement shall remain in effect.

14.4. Relationship of the Parties
14.4.1. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

14.5. Notice
14.5.1. All notices to be provided under this Agreement must be sent at least in textual form (in writing, by fax or e-mail), unless provisions of this Agreement expressly stipulate a different form. Hilti and Developer are to send

such notices by e-mail to the address(es) and contact person(s) specified by both sides when registering Developer to the ON!Track Unite Developer Hub or, if applicable, to other address(es) exchanged among the Parties for this purpose. The preceding sentence applies accordingly in the event that the notices are given in writing. Furthermore, Hilti is entitled to send notices to Developer directly via the ON!Track Unite Developer Hub.

14.6. **Right to conduct audits.**
   14.6.1. In order to check whether Developer complies with the provisions of this Agreement, Hilti or a third party appointed by Hilti is entitled to check the use of the Hilti Services by Developer by remote access or on site within Developer's business hours and without observing a period of notice. Any remote access shall be performed in accordance with the Agreement as well as applicable data protection laws and legislation.
   14.6.2. Developer shall reimburse Hilti for its reasonable costs for carrying out the audit, if a material violation of this Agreement is found in the course of an audit.

15. Governing law and jurisdiction

15.1. This Agreement shall be governed exclusively by the laws of Germany excluding the United Nations Convention on the International Sale of Goods and excluding any applicable conflict law provisions.

15.2. All disputes arising out of or in connection with this Agreement shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration proceedings shall be in Frankfurt am Main, Germany. The language of the arbitration proceedings shall be English. State courts may order interim measures of protection relating to the subject matter of this arbitration clause before or during arbitral proceedings.

date:		date:	
for and behalf of **Hilti Corporation**:		for and behalf of **[Customer`s legal entity]**: Company name: Address: ZIP: State/Country:	
signature:	signature:	signature:	signature:
name:	name:	name:	name:
function:	function:	function:	function: