

**SMART CONSTRUCTION REMOTE  
SPECIFIC TERMS**

These SC Remote Specific Terms, (“**SC Remote Specific Terms**”) apply to your use of the App called Smart Construction Remote (“**SC Remote**”) and complement the Terms and Conditions for Smart Construction Applications (“**Terms**”). Any term starting with a capital, is either defined by reference in the Terms or in these SC Remote Specific Terms.

**Article 1 Safe usage requirements**

- 1.1. **Customer-managed support** – With SC Remote you can provide, or have a third-party contractor provide on your behalf, support at a distance (“**Operational Support**”) to operators (“**Operator**”) of yellow goods (“**Machines**”) which have been equipped with compatible hardware, in particular an SC Remote-compatible monitor (“**Monitor**”) through which the Operational Support can be rendered. You shall not, without explicit, written consent of Komatsu, grant access to SC Remote to a third-party contractor for providing Operational Support on your behalf when such third-party contractor offers the same or equivalent services as the Services and thus directly or indirectly competes with Komatsu.
- 1.2. **Decision-support tool** – Customer understands that SC Remote is a decision support tool which assists the Operators and that it is not possible to operate or control the Machine itself remotely via SC Remote, with the exception of the Monitor. You understand and agree that all Operational Support rendered to an Operator using SC Remote happens at your sole and exclusive responsibility.
- 1.3. **Information to Operator** – It is your responsibility to inform your Operators that SC Remote is available on the Machine and may be activated upon your initiative, but that the Machine’s location and technical specifications will always be known to us as well as to the Partner and/or Komatsu appointed distributors (“**Distributors**”) which you have associated with your SC Remote-enabled Machines. You shall also inform the Operator that any active SC Remote session does not relieve the Operator from his obligation to be fully aware of his surroundings and observe safe operating instructions, warnings, practices, guidelines and/or regulations, as applicable.
- 1.4. **Partner or Distributor support** – Your Partner as selected on the Portal will be appointed as your main contact in SC Remote for technical support directly related to a bug, defect or other issue with SC Remote itself or any other support you may require from your Partner. If your registered seat is not located in one of our Partners’ territories, such support will be rendered by your Distributor who will then be appointed as contact in SC Remote.

**Article 2 Registration and de-registration of a Machine**

- 2.1. **Machine activation** – We will register a Machine in SC Remote based on the information we receive from our Partner or, if there is no Partner, your Distributor. Komatsu and its affiliates are not responsible and cannot be held liable for any unauthorized or erroneous activation of a Machine which is caused by incorrect information provided by the Partner or Distributor.
- 2.2. **Machine sale or rental** – When applicable, you shall inform the buyer or renter of your Machine that the Machine has been equipped with the SC Remote functionality and that data concerning the Machine’s location, serial number and other technical specifics may be sent and stored on our SC Remote servers unless you, as Customer and previous user of that Machine, de-register the Machine. It is your sole and exclusive responsibility to de-register a Machine from your SC Remote account when such Machine has been rented out or sold to someone else. Unless the buyer or renter becomes a Customer, any further data collection and storage related to that Machine via SC Remote after such sale or rental shall happen on your responsibility and it is up to you to obtain the necessary consents and authorizations for such collection and storage.

**Article 3 Operational Support**

- 3.1. **No remote storage** – Data, files, information and/or documents which you transfer to a Machine using SC Remote are in principle only stored locally on the Monitor, with the exception of temporary storage for caching and transferring purposes. We do not guarantee that such data, files, information and/or documents are stored redundantly or as backup on our servers.
- 3.2. **Local client software** – The use of SC Remote requires the installation of local client software on the Monitor. The compatibility requirements of the local client software are available upon request. Subject to the license conditions as set out in the Terms, you are allowed to download, install and use one copy of the local client software per Monitor solely for the purposes of using SC Remote in accordance with the Terms and these SC Remote Specific Terms.
- 3.3. **Updates and upgrades** – The local client software on the Monitor may require updates or upgrades from time to time. We cannot guarantee that your user preferences, configuration settings, locally stored data, files, information and/or documents will be preserved when we perform, remotely or otherwise, an update or upgrade of the local client software.