

**SMART CONSTRUCTION MAPPING  
SPECIFIC TERMS**

These SC Mapping Specific Terms, (“**SC Mapping Specific Terms**”) apply to your use of the Service called Smart Construction Mapping (“**SC Mapping**”) 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 Mapping Specific Terms.

The SC Mapping Services are only available to customers who have an active Subscription for the Smart Construction Dashboard App.

**Article 1 Services and delivery**

- 1.1. **Order Processing Form** – Customer will be asked to complete an order processing form whenever Customer informs Komatsu that Customer wishes to use the Services. The list of options in the order processing form is exhaustive and Customer understands that Komatsu cannot be held to accept other input or output file formats. The Customer warrants that all information provided in the order processing form is complete and accurate. Komatsu is not responsible and cannot be held liable for any defect, including but not limited to any inaccuracy, fallacy or general lack of usefulness, in the Services or the provided output, nor for any damages, claims or actions caused by such defect, when such defect is caused by inaccurate or incomplete information provided by Customer through the order processing form.
- 1.2. **Image Delivery** – Customer shall deliver the image files, which shall be construed as Customer Data, in the format specified in the order processing form and shall use the image file transfer mechanism specified by Komatsu. Customer understands and agrees that other file formats or files delivered using other transfer mechanisms than those specified by Komatsu may prevent Komatsu from providing the Services. The maximum number of images that a Customer can deliver in a single time equals five thousand (5000) or one hundred thousand (100.000) megapixels and Komatsu reserves the right to refuse datasets which exceed these limits. Customer understands and agrees that Komatsu will retain the image files provided as input to allow later reprocessing upon Customer’s request, (to be issued within 30 days from the original request and subject to commercial conditions at that time), to improve the Services through testing and allow Komatsu to develop new services and products. The image files will only be accessible to Komatsu and its sub-contractors and will not be shared with third parties.
- 1.3. **Security** – Customer and Komatsu shall collaborate in good faith to ensure that the input files are kept safe during transfer to Komatsu. Customer shall ensure that only its authorized personnel shall have access to the transfer mechanism. Komatsu shall make its best efforts to ensure that the transfer mechanism offered by its subcontractor offers an adequate level of security.
- 1.4. **Timing** – Unless explicitly agreed otherwise in writing by Komatsu, any indication of lead times for providing the Services shall be indicative and construed as estimates only.
- 1.5. **Accuracy of the Output** – Customer understands and agrees that Komatsu will upload the output immediately after processing in Customer’s account on the Smart Construction Dashboard App. While Komatsu makes its best efforts to provide output which is accurate and complete, the Service is only meant to support Customer’s decision making and Customer should always verify whether the output corresponds with the real context. Komatsu reserves the right to charge the Customer an additional credit in the sense of clause 2.1 of these SC Mapping Specific Terms if the processing cycle from input to output fails due to a defect or error in the input files as delivered by Customer to Komatsu.
- 1.6. **Compatibility** – Komatsu does not warrant that the output can be used in other processing systems which are comparable to the Smart Construction Dashboard App.

**Article 2 Payment**

- 2.1. **Credit mechanism** – Upon payment of the Subscription Fee for the SC Mapping Services, Customer shall receive one (1) credit. One credit grants the Customer the right to one (1) processing cycle, whereby Customer completes the order processing form, provides the input and receives the output. One (1) processing cycle includes the delivery of maximum five thousand images, the processing of those images by Komatsu and the delivery of the output to Customer. Customer can purchase multiple credits and shall be charged the Subscription Fee for each credit. Credits shall be valid for six (6) months. Notwithstanding clause 8.2 of the Terms, Credits purchased are non-refundable. Komatsu shall provide Customer with an overview of remaining credits in the Portal.