

**SMART CONSTRUCTION EDGE
RENTAL TERMS**

These Smart Construction Edge Rental Terms, (“**Rental Terms**”) apply when you, an entity acting for professional purposes (“**Renter**”, “**you**” or “**your**”), rent a Smart Construction Edge device (“**SC Edge**”) from Komatsu Europe International NV, Mechelsesteenweg 586, 1800 Vilvoorde, Belgium (“**Komatsu**”, “**we**”, “**us**” or “**our**”).

By renting an SC Edge through our Portal, or by signing a purchase order form for renting an SC Edge, you confirm that you are a duly authorized representative of your organization acting as Renter and you acknowledge to have received, read and to fully agree with these Terms in their entirety without reservation, including the limitations of liability and disclaimers of warranty contained herein. Such acceptance of the Terms constitutes a binding legal agreement between you and Komatsu (“**Rental Agreement**”)

We may change, amend or supplement these Rental Terms from time to time at our own discretion whenever we have a legitimate reason for doing so. You will be informed of such change, amendment or supplement before it takes effect and any change, amendment or supplement shall only apply to rental periods for an SC Edge which have yet to begin. You will be deemed to have accepted the change, amendment or supplement to these Rental Terms when you renew your rental period or when such renewal happens automatically. Articles XII.6, § 1, 8°, XII.7, § 1, XII.8 and XII.9 of the Belgian Code of Economic Law do not apply.

Article 1 Definitions

1.1. For the purposes of these Rental Terms, these capitalized terms shall be defined as follows:

- a. **Affiliate:** means, with respect to each party, any corporation, firm, partnership or other entity which directly or indirectly controls or is controlled by or is under common control with that party. For purposes of this definition, “control” shall be presumed to exist if one of the following conditions is met: (a) direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (b) the ability, directly or indirectly – for example through one or more intermediaries - to direct or cause the direction of the management and policies of an entity.
- b. **Deposit:** any amount paid by Renter and subsequently held by Komatsu as security for the SC Edge.
- c. **Fee:** the price, excluding taxes and other governmental levies but including all additional costs charged, invoiced by Komatsu and payable by Renter for the SC Edge during the Renting Period.
- d. **Rental Period:** a pre-determined period, agreed between the Parties, during which Renter enjoys the physical possession and use of the SC Edge subject to payment of the Fee.
- e. **Force Majeure:** circumstances beyond the control of a Party and that could not reasonably have been foreseen and that prevent the total or partial performance of any obligation under (i) these Rental Terms, or (ii) any agreement or document

further thereto, such as natural disaster, war, civil war, insurrection or riot, fire, flood, explosion, earthquake, electrical disconnection as a result of any of the above events, global or regional internet outage, pandemics leading to restrictions on normal activities or any governmental measures taken in response to such pandemics, strikes or labour disputes causing cessation, slowdown or interruption of work unless such strikes or labour disputes are specific to either Party, national emergency, act or omission of any governmental authority or agency.

- f. **Intellectual Property Rights:** all brands, logos, trademarks, service marks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, software, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.
- g. **Party (or Parties):** Komatsu and Renter are each a party and are jointly referred to as the parties.
- h. **Partner:** the company or other legal entity, appointed by Komatsu as official Smart Construction partner, which may rent an SC Edge as Renter and sub-rent such SC Edge to a third party.
- i. **Portal:** the Smart Construction Customer Portal through which Komatsu sells

subscriptions for its Smart Construction services and offers the SC Edge for rent.

Article 2 Ownership of the SC Edge

- 2.1. Komatsu owns all rights and title to the SC Edge. Nothing in these Rental Terms shall be construed as transferring ownership of, or title to, SC Edge from Komatsu to Renter and the same shall apply for all works and materials encumbered with Intellectual Property Rights that Komatsu provides to Renter as embedded in, or as accessory or appurtenance to, the SC Edge. Renter shall obtain no other rights, title or interest in the SC Edge and any accessory or appurtenance except that the SC Edge and its accessories or appurtenances are made available for the purposes of the performance of the Rental Agreement.
- 2.2. Renter shall refrain from removing, rendering invisible or illegible or otherwise masking any indications of ownership by Komatsu affixed to, integrated in or visible on the SC Edge, its accessories and appurtenances.
- 2.3. Renter shall refrain from exercising any rights associated with ownership of the SC Edge or any of its accessories or appurtenances, including where they are encumbered with Intellectual Property Rights held by Komatsu or its licensors, including selling, assigning, mortgaging, pledging, withholding, lending or incorporating the SC Edge.
- 2.4. Renter understands that availability of the SC Edge for rental depends on Komatsu's own stock of the SC Edge and Renter agrees that Komatsu does not warrant that sufficient SC Edges are available whenever Renter requires them for rental purposes.
- 2.5. To the fullest extent possible under applicable law, Renter shall take all necessary measures and shall execute any agreements and deeds necessary to warrant that Komatsu's rights in this Article are upheld and that the SC Edge is at all times protected from any seizure, hold, sealing, unavailability, claim or other action sought or brought by a creditor of Renter.

Article 3 Deposit and delivery of the SC Edge

- 3.1. Komatsu reserves the right to require Renter, at any stage during the Rental Period, to pay a Deposit for any SC Edge provided or to be provided hereunder and to make delivery of the SC Edge conditional upon receipt of such Deposit. The amount of the Deposit shall be reasonable and correspond with the security that it tries to provide taking into account the value of the SC Edge. Any interests accrued on the Deposit during the Rental Period shall befall Renter. The Deposit shall be used by Komatsu to cover any damages to the SC Edge beyond normal wear and tear which has occurred during the Rental Period. Similarly, Komatsu reserves the right to request Renter to obtain appropriate insurance coverage for any

damages to the SC Edge for which Renter is responsible (including, but not limited to, theft or loss). Renter shall provide proof of such insurance coverage upon Komatsu's simple request. To the extent allowed under applicable law, any amount paid under such coverage by the insurer shall first and foremost be used to cover any amounts owed to Komatsu.

- 3.2. Unless agreed otherwise, Komatsu shall ship the SC Edge to the address indicated by Renter and bear the cost thereof and Renter shall return the SC Edge to Komatsu and bear the cost thereof. The SC Edge shall be accompanied by an inspection sheet completed by Komatsu indicating the state of the Edge at the moment of shipment to Renter. At the moment of delivery, Renter shall inspect the SC Edge and shall sign and return the inspection sheet to Komatsu via e-mail to sales@smartconstruction.io. If the inspection sheet has not been returned within three (3) business days after receipt of the SC Edge by the Renter, the inspection sheet will be deemed accepted by the Renter.
- 3.3. Unless agreed otherwise in writing between the Parties, the Rental Period shall begin when Komatsu has shipped the SC Edge to Renter. Notwithstanding the foregoing, all risk in the SC Edge will pass to Renter immediately when the SC Edge leaves the physical possession or control of Komatsu. Such risk will not pass back to Komatsu until the SC Edge is back in the physical possession of Komatsu.

Article 4 Use of the SC Edge

- 4.1. The SC Edge is meant to be used as a standalone device and cannot be integrated or embedded in another device or equipment. While the SC Edge is a complex device requiring installation and initialization on a particular jobsite, it does not require physical integration in other hardware nor does it require any of its external covers to be removed (with exception of covers protecting externally accessible charging and connection ports) and Renter shall refrain from making such integrations or removing such covers.
- 4.2. It is Renter's sole and exclusive responsibility to obtain compatible hardware that can be used in conjunction with the SC Edge. The compatibility requirements of the SC Edge are provided by Komatsu in the accompanying documentation and upon simple request. By executing the Rental Agreement, the Renter confirms to have been informed about, and to understand, the compatibility requirements.
- 4.3. Renter shall use the SC Edge for the intended purposes in a correct and safe manner and in accordance with the operating manuals, safety instructions, training materials, documentation and other materials provided by Komatsu and shall ensure that anyone who uses the SC Edge on its

behalf has been appropriately trained and have access to, and are made aware of, these materials. Any accidents, physical injuries or deaths caused by improper, incorrect or unsafe use of the SC Edge are Renter's sole and exclusive responsibility and Komatsu can, to the fullest extent possible under applicable law, not be held liable for such accidents, physical injuries or deaths.

- 4.4. Renter shall inform Komatsu immediately in case of damage, theft or other risks to the SC Edge and shall refrain from continuing to use the SC Edge if such damage or other risks have been detected.

Article 5 Return of the SC Edge

- 5.1. The SC Edge must be returned by Renter to Komatsu at the latest on the last day of the Rental Period and in the same condition as it was initially delivered in, in good working order and clean and be accompanied of all operating manuals, safety instructions, training materials, documentation, other materials, packaging (unless such packaging was clearly disposable) and all other accessories and appurtenances. Upon full and complete return of the SC Edge and all its accessories and appurtenances, the Deposit and any interests that have accrued on such Deposit will be returned to Renter.
- 5.2. If the SC Edge or any of its accessories or appurtenances have been damaged or not returned at all, Komatsu reserves the right to cover the damage using the Deposit, without prejudice to Komatsu's right to claim higher damages.
- 5.3. If the SC Edge, or any of its accessories or appurtenances breaks down during the Rental Period due to an inherent defect, Komatsu will provide a replacement of the defective SC Edge, accessory or appurtenance as soon as possible at Komatsu's own expense. Komatsu reserves the right to refuse an SC Edge replacement when Komatsu has reason to believe that Renter does not use and safeguard the SC Edge as can be expected from a responsible and prudent renter.
- 5.4. In the event of late return of the SC Edge, i.e. when the Rental Period has ended and the option of automatic renewal of the Rental Period was not chosen by the Renter, Komatsu reserves the right to either (i) reclaim physical possession of the SC Edge and charge the Renter for the additional time during which Renter retained the SC Edge beyond the Rental Period, with the understanding that Komatsu may use the Deposit to set-off any Fee due for late return of the SC Edge, or (ii) activate the option for automatic renewal of the Rental Period which only ends as set forth in clause 10.2.

Article 6 Sub-renting the SC Edge

- 6.1. The sub-renting of the SC Edge to Affiliates of Renter or other third parties is only allowed upon explicit prior written consent of Komatsu.
- 6.2. Notwithstanding the previous clause, sub-renting of an SC Edge by a Partner to Partner's customer

is allowed without such explicit consent of Komatsu, with the understanding that Partner shall be held as Renter to these Rental Terms and shall ensure that its sub-renting customer is held to obligations which are materially equivalent to, and offer a similar protection of the rights and title of Komatsu as set forth in, these Rental Terms. Partner shall especially procure from its customer that Komatsu has the right to demand from Partner's customer that the SC Edge be returned if Partner does not fulfil its obligations as set forth herein.

Article 7 Pricing and invoicing

- 7.1. The Fee shall always be in euro and shall be excluding VAT. The applicable Fee shall be published on the Portal or shall be shown on the purchase order.
- 7.2. The Fee shall be invoiced immediately when the order for rental is placed via the Portal or shall be invoiced when Komatsu accepts the signed purchase order for rental of an SC Edge. Invoices are payable within (30) days after the end of the month in which Renter receives the invoice. In the event Renter opts for automatic renewal of the Rental Period, the Fee for each subsequent Rental Period shall be invoiced at the start of the new Rental Period.
- 7.3. Komatsu reserves the right to suspend delivery of the SC Edge until payment of the invoiced Fee has been received in full.
- 7.4. Renter agrees that the invoice is sent via e-mail.
- 7.5. In the event no payment has been received on the due date, the Act of 2 August 2002 on combating late payment in commercial transactions applies and Komatsu reserves to right to suspend delivery of the SC Edge and/or request that the SC Edge be returned immediately, subject to all rights to claim damages.
- 7.6. There shall be no right of set-off for any payment due by Renter under this Rental Agreement.
- 7.7. If Renter does not agree with an invoice, Komatsu must be informed of this in writing within 8 days. After this period, all invoices shall be deemed to have been accepted.

Article 8 Intellectual property

- 8.1. Komatsu and its licensors shall remain the owner of all Intellectual Property Rights, industrial and other proprietary rights pertaining to the SC Edge and its accessories and appurtenances, including but not limited to such rights on embedded firm- and software, documentation, training materials and operating manuals.
- 8.2. Upon payment of the Fee, Renter is granted for the duration of the Rental Period a limited, non-exclusive, non-transferable, non-sub-licensable right to use the SC Edge, its accessories and appurtenance for the purposes set forth in these Rental Terms. Such license shall not include a right to copy, analyze, decompile, make public, re-

- engineer, distribute, transfer to third parties, translate, reproduce, modify, change or create derivative works of the works encumbered with Intellectual Property Rights of Komatsu or its licensors, nor the right, without prejudice to clause 6.2, to sell, lease, rent or loan the works to a third-party.
- 8.3. Any Intellectual Property Rights, industrial or other proprietary rights with respect to any adjustments, modifications and updates to software or to any materials, documents, technology, drawings, skills, know-how and information related to the SC Edge, its accessories and appurtenances that have been made as a result of information, advice or any know-how originating from Renter shall be vested exclusively in Komatsu and its licensors. Renter shall refrain from claiming any rights related to the aforementioned Intellectual Property Rights, industrial or other proprietary rights or any similar protection, and from taking any steps to obtain a registration, filing or protection of any alleged rights related thereto.
- 8.4. If the use of the SC Edge entails the supply of licenses for third party software, Renter undertakes to strictly comply with the license conditions as supplied by the relevant third-party software suppliers.

Article 9 Liability and indemnity

- 9.1. Nothing in these Rental Terms shall limit or restrict Komatsu's liability for damages, claims and actions which are the direct result of our gross negligence, willful misconduct or fraud or to the extent that such damages, claims or actions follow pursuant to any physical injury or death is the proven, direct result of a defect in the SC Edge.
- 9.2. Insofar and to the extent allowed under applicable law, under no circumstances and in no event will Komatsu or its Affiliates be liable to Renter for any damages, direct, indirect, punitive or of any other kind, arising out of these Rental Terms and/or your use of the SC Edge.
- 9.3. Komatsu is never liable for any indirect or consequential loss or damage suffered by you, such as any loss of profits, revenue, turnover or any other potential financial or commercial opportunities, whether this loss or damage arises from a breach of contract or duty in tort.
- 9.4. Insofar and to the extent allowed under applicable law, our liability shall be limited to the Fees paid by you for renting the SC Edge in the six (6) months preceding the event that gave rise to the liability and shall never exceed, in aggregate, 50.000,00 euro. We shall not be liable for any claim arising under these Rental Terms unless we receive notice from you by registered letter of the claim within one (1) year after the end of our Rental Agreement with you.
- 9.5. Renter is liable and shall compensate Komatsu for all damages to, or theft or loss of, the SC Edge which occurred during the Rental Period, whether or not such damages, theft or loss, were caused by or are directly attributable to Renter. Any damages, theft or loss must be communicated to Komatsu upon detection. Renter shall pay Komatsu a lump-sum compensation for damages in case of complete loss or destruction of the SC Edge which shall be equal to the Fee paid for a Rental Period which:
- starts on the date that the Rental Period under the Rental Agreement ends; and
 - ends when the SC Edge would have reached its fifth year anniversary,
- or twelve thousand (12.000) euro, whatever is the highest, without prejudice to any Fees due for the Rental Period under the Rental Agreement. If a lost SC Edge is later found, after Renter has already compensated Komatsu for the loss of the SC Edge, Komatsu shall reimburse Renter upon receipt of the SC Edge upon deduction of (1) an amount equal to the Fee for a rental period which started at the end of the last Rental Period and ends on the day when the SC Edge returns in the physical possession of Komatsu, as well as (2) any depreciation cost.
- 9.6. Any costs associated with a professional assessment by Komatsu or a third party appointed by Komatsu of the damages to an SC Edge will be borne by Renter.
- 9.7. Komatsu shall have the right to request Renter to file a complaint with competent law enforcement in the event of theft of the SC Edge, its accessories and/or appurtenances. In such event, Renter shall provide Komatsu copies of any and all statements made to, and reports and communications received from, law enforcement.
- 9.8. Renter will indemnify Komatsu for all claims and actions from third parties pursuant to damages suffered through or because of Renter's use or possession of the SC Edge.

Article 10 Term and termination

- 10.1. The Rental Agreement commences upon acceptance of these Rental Terms as set forth in the preamble thereof and shall apply for the whole duration of the Rental Period and until such time when Renter returns the SC Edge into physical possession of Komatsu as set forth in Article 5.
- 10.2. If Renter has chosen for the option of automatic renewal of the Rental Period, the Rental Agreement renews tacitly for each consecutive Rental Period which shall be of the same duration as the initial Rental Period. Renter and Komatsu can each stop automatic renewal of the Rental Period at any time, by sending a notification to the other Party via the Portal or via e-mail to sales@smartconstruction.io. If the notification is sent via e-mail, the Rental Period during which

such notification has been received shall be the last Rental Period. If the notification is sent via the Portal, the Rental Period in which the notification was sent will be the last Rental Period.

- 10.3. Upon expiration or termination of the Rental Agreement, the SC Edge and all of its accessories and appurtenances must have been returned to Komatsu.
- 10.4. Komatsu has to right to terminate the Rental Agreement for cause without prior recourse to a judge or incurring any costs when:
- a. Renter commits a violation of these Rental Terms or any laws or regulations which may apply to Renter's use of the SC Edge and any accessories or appurtenances thereof, including software, and Renter did not remedy such violation within three (3) days after receiving a notice of default from Komatsu via e-mail; or
 - b. Renter's use of the SC Edge or Renter's neglect endangers Komatsu's ownership rights to, or threatens the integrity of, the SC Edge, its accessories and/or appurtenances.
 - c. Renter becomes insolvent or unable to pay its debts as they become due or Renter enters into or files (or has filed or had commenced against it) a petition, arrangement, application, action or other proceeding seeking relief or protection under applicable bankruptcy laws.
- 10.5. Renter has the right to terminate the Rental Agreement for cause without prior recourse to a judge or incurring any costs when the SC Edge does not operate properly, and Komatsu does not replace the SC Edge as set forth in clause 5.3. Renter shall be reimbursed pro rata for Fees paid for the remainder of the Rental Period during which the SC Edge did not work and was not repaired or replaced.
- 10.6. Article 8 and clauses 9.4, 9.6 and 9.8 and any other provisions of this Rental Agreement that by their nature are intended to survive, shall survive the expiration or termination of this Rental Agreement.

Article 11 Force Majeure

- 11.1. Force Majeure events shall relieve Komatsu, for as long as such event continues, from Komatsu's obligations under these Rental Terms. We will inform you as soon as reasonably possible of the Force Majeure event and its effects. As soon as, and to the extent that, the Force Majeure is lifted, we will resume our obligations concerned. You will not be entitled to claim damages or refunds for any such non-performance in these circumstances. Force Majeure preventing Renter from using the SC Edge, although the SC Edge has been delivered, shall not relieve Renter from paying the Fee nor shall Renter be entitled to reimbursement

for the time during which Renter could not use the SC Edge.

Article 12 Entire Agreement

- 12.1. The Rental Agreement constitutes the entire agreement between the Parties with respect to its subject matter and, from the start of the Rental Agreement, supersedes all prior representations, writings, negotiations or understandings with respect to that subject matter.

Article 13 Waiver

- 13.1. No failure to exercise or any delay in exercising any right, power or remedy by a Party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Party granting that waiver unless made in writing.

Article 14 Assignment

- 14.1. Renter may not assign any of its rights or obligations under these Rental Terms, unless with the prior written consent of Komatsu.

Article 15 Severability

- 15.1. If any provision in or any part of these Rental Terms is or becomes invalid, non-binding or unenforceable, such provision will be severed from the Rental Terms, the remainder of these Rental Terms will remain in full force and effect, and the Parties will negotiate in good faith to replace the severed provision with a provision that achieves, to the greatest extent possible, the intent of the severed provision.

Article 16 Dispute resolution and applicable law

- 16.1. These Rental Terms and all respective rights and obligations of the Parties shall be governed by and shall be construed in accordance with the laws of Belgium without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. For the avoidance of doubt, the UN Convention on Contracts for the International Sale of Goods shall not apply.
- 16.2. All disputes, controversies or claims arising out of or in connection with these Rental Terms shall first be submitted to the competent courts in Brussels, Belgium.