

Terms of use for the PartsPublisher online catalogue system

Komatsu Germany GmbH, Forststraße 29, 40597 Düsseldorf - Mining Division (hereinafter: KGM) provides its PartsPublisher online catalogue system (hereinafter: Portal) to its customers based on the following conditions.

1. Functions and operation

(1) KGM provides the Portal free of charge to registered users (see also section 3) for online research regarding the specific composition of large hydraulic excavators (hereinafter: "Machines") that were manufactured by KGM and purchased through KGM's sales network, and for whose operation, maintenance and/or repair the respective user is responsible as part of their work for end customers, distributors or other service partners of KGM (hereinafter: "Customer"). The term user refers to all registered users, including administrators.

(2) The user can use the Portal to identify spare parts for the machines serviced by the respective Customer, compare design specifications and make an order list for any spare parts that may be required using a shopping cart function.

(3) Portal operating modes:

Once the access details have been issued, the Portal can generally be accessed 7 days a week, 24 hours a day via the World Wide Web. Due to scheduled and unscheduled maintenance work, as well as when updating existing applications and implementing new applications, which are announced in advance, there may be disruptions on the Portal. KGM is not obliged to ensure specific availability of the Portal. If it is not available, the required information can be requested from KGM and made available offline.

(4) KGM has the right to change or redesign the Portal's contents and interfaces in whole or in part due to technical developments or changes to legal regulations. Users will be informed of such changes in a timely manner.

- (5) By using the Portal, the user declares that they have understood and agreed to these terms of use. If the user does not acknowledge this, then they are prohibited from using the Portal.

2. Rights of use

- (1) The user is granted the non-exclusive and non-transferable right to make use of the Portal according to these terms of use. Access to the Portal is only possible and permitted for registered users.
- (2) KGM holds and retains all property rights and intellectual and/or industrial property rights, such as copyright, patent, trademark and/or labelling rights, as well as those arising from trade secret law regarding all content contained in the Portal, including all copies or partial copies of such content made by the user. Reference is hereby made to the confidentiality obligations and agreements that exist with the respective Customer due to the underlying business relationship.
- (3) All content contained on the Portal, and the Portal itself, must not be changed, copied, reproduced, distributed, sold, rented or otherwise made accessible or disclosed to third parties.
- (4) The user undertakes to maintain unchanged the protection notices contained in the content of the Portal, such as copyright marks and other legal reservations, as well as confidentiality notices, and to adopt them in unchanged format in all full or partial copies of the material made by the user.
- (5) If the user has the option to download software on the Portal pages, this will only be made available in machine-readable format. The release of the source code, whether in whole or in part, cannot be demanded.
- (6) The Portal is operated exclusively on server environments, which are under KGM's de facto or contractual control. There is no access to the technical systems of the contractual partner.

3. Access and permissions

Access to the Portal is through the user account types listed below.

- (1) Central administrator

KGM provides the central administrator. They are authorised to create and manage user accounts according to 3(2) and 3(3).

(2) Local administrator

The local administrator is the person that was named as such on the application for a user account on the Portal and registered by KGM (local administrator=user account with special rights compared to standard user accounts without these permissions). The local administrator is KGM's sole contact person for managing the other user accounts created by them. In case the local administrator is leaving the company of the Customer that is entrusted with the servicing of a respective Machine and/or an intended change of the local administrator must be reported to KGM immediately so that access to the Portal can be blocked or transferred to a successor.

The local administrator is authorised to grant, change or revoke permissions via the Portal to the extent defined by KGM.

When a user leaves the company of a respective Customer or in case a user is replaced, the responsible local administrator must immediately block the previously used access details.

The local administrator must only create user accounts for those employees of a Customers who are involved in the servicing of the Machine due to a direct or indirect contractual relationship of the Customer with KGM or the Machine operator. The information accessible in the Portal must only be made available to persons to whom disclosure of the information is permitted according to existing contracts with KGM or a KGM sales partner. Reference is hereby made to the relevant existing contracts with KGM or the KGM sales partner. When selecting users, the local administrator must also observe 4(5).

KGM reserves the right to instruct the local administrator to block certain users or to carry out the blocking itself.

(3) Users

Users without administrator rights only have permissions to carry out the actions defined in section 1(2).

4. Registration, revival and deletion of user accounts

- (1) The registration of a user, the creation of their user account, its partial or complete change or cancellation, as well as the assignment of their access identification (username, password), can be carried out by both the central and local administrators.
- (2) The registration of a local administrator, the creation of their user account, its partial or complete change or cancellation, as well as the assignment of their access identification (username, password), can only be carried out by the central administrator.
- (3) The user ensures that their access details (username, password) are not made accessible to any third party. If they become aware of misuse of the access details, they must inform KGM immediately by email via the Portal support address provided during the registration process. In the event of misuse, affected user accounts will be deleted, blocked or the password will be reset by KGM.
- (4) After four months of not logging in, a user account is considered as unused and will be deleted automatically.

A user account can also be deleted at the user's request. Deletion requests must be sent to the Portal support address provided during the registration process.

Otherwise, the data protection regulations regarding data deletion apply, which are set out in the mandatory information on the Portal. They can be accessed via the Portal at any time.

- (5) Users acknowledge that the information available on the Portal may be subject to export and import restrictions. In particular, there may be approval requirements and use of the available information outside of Germany may be subject to restrictions. The user will comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, Japan and all other relevant regulations. The provision of the information on the Portal is always subject to the condition that there are no obstacles due to national and international export and import laws or other legal regulations. The local

administrator must only create user accounts for those who are permitted to access the information available on the Portal in accordance with the relevant regulations mentioned above.

- (6) KGM reserves the right to block and/or delete user accounts when, according to KGM, there is a risk of unauthorised access, other kinds of misuse or other circumstances that, in KGM's view, after considering all interests, represents a legitimate reason for blocking and/or deletion.

5. Passwords

When the local administrator or other users register, an initial password is assigned for the first access to the Portal. The initial password must be changed when logging into the Portal for the first time. The password is composed according to the rules stored by KGM in the Portal.

The system currently prompts the user to change their password every 90 days.

6. System requirements

Supported browsers in their latest version:

Browser on Windows: Mozilla Firefox, Google Chrome, Microsoft Edge only based on Chromium

Browser on Windows Tablets: it is recommended to open the catalogue with the Microsoft Edge browser based on Chromium, as the responsive behaviour works best in this browser

Browser on iOS, iPadOS: Safari

Browser on Android: Google Chrome

HTTP or HTTPS access to the web server

In order to use the catalogue, "session cookies" must be permitted.

To use certain features, such as saving user settings and shopping carts, "first-party cookies" must be permitted.

If the catalogue contains documents (e.g. Microsoft Excel), the

front end must be equipped with suitable viewers for these data formats. As of version 7.20.1, PDF documents that are displayed embedded in the 'Documentation' window do not require the installation of a PDF viewer.

3D representations based on WebGL. No plug-ins required.

7. Warranty and liability

- (1) KGM maintains and secures the software displaying the Portal in accordance with the recognised rules of technology and applying reasonable care. The Portal is made available to the user free of charge. No guarantee is given for the functionality of the software displaying the Portal. No minimum availability is required. The user must check the up-to-dateness of the information available on the Portal.

KGM is also not liable for the usability of the internet or service provider services.

Login problems can be reported to KGM via the support address provided during the registration process.

- (2) In the case of simple negligence, regardless of the legal basis, KGM is only liable for damages to the extent that they are caused by a culpable breach of an essential contractual obligation, namely an obligation whose breach may result in failure to achieve the purpose of the contract and/or whose fulfilment makes proper execution of the contract possible in the first place, and on whose fulfilment the contractual partner can regularly rely on. Liability in accordance with this paragraph (2) for simple negligence is also limited to foreseeable damage that is typical of the contract, which each contracting party should have expected when concluding the contract due to the circumstances known to them at that time.
- (3) KGM has unlimited liability for damages caused by gross negligence or intent. The limitation of liability in accordance with paragraph (2) applies equally to damages caused by gross negligence on the part of KGM's employees or agents that are not KGM's managing directors or senior employees.

- (4) The strict liability of the licensor according to paragraph 536a clause 1. Alt. 1 of the German Civil Code for existing defects at the time the contract is concluded is excluded. The licensor is not liable for the licensee's lack of economic success.
- (5) KGM is only liable for the loss of data and its restoration in accordance with paragraphs (2) to (4), if such a loss could not have been avoided through appropriate data backup measures on the part of the user.
- (6) The liability limitations in accordance with paragraphs (2) to (5) also apply accordingly for the benefit of KGM's employees and agents.

8. Changes to the terms of use

KGM reserves the right to change the Customer Portal and these terms of use at any time and without giving reasons. Portal users will be informed of significant changes when logging in. Use of the Portal is and stays subject to the acceptance of the terms of use applicable at the time of use.

9. Termination or expiration of a Customer relationship

- (1) The availability of the Portal depends on the existence of a valid, ongoing business or contractual relationship between the respective Customer and KGM or one of KGM's sales partners. Upon termination of that relationship, KGM is entitled to terminate the use of the Portal for the Customer and/or the users registered for them, block the corresponding users and/or delete the user accounts or have one or more of these actions carried out by the local administrator.
- (2) Generally, the application of these terms of use ends when the user account in the Portal expires. Obligations however, that are included in these terms of use and that due to their sense and purpose go beyond the termination of expiration of a user account, such as the confidentiality of the information available on the Portal, continue to apply.
- (3) The right to termination without notice for good cause remains unaffected. Such right in particular exists, if paragraphs 2 (2) to (4) and/or 4(3) of this agreement) are breached.

10. Final provisions

- (1) The place of jurisdiction is Düsseldorf, Germany.
- (2) German law applies.
- (3) The potential invalidity of one or more provisions of these terms of use will not affect the effectiveness of the remaining provisions.