

# KOM-MICS Terms of use

## 1. Software License Agreement

Komatsu Ltd. (“We”/“Us”) hereby grants to you a non-exclusive license to use the Software under below condition.

1.1 (Copyright) Intellectual property rights, such as copyrights, relating to the Software are attributable to us or obtained a valid license from a third party and the Software is subject to copyright laws of Japan and other countries and related treaties It is protected.

1.2.1 (Grant of rights) You acquire non-exclusive rights to use the Software under this Agreement in accordance with the terms of this Agreement. You can install and use this software on the HDD or other storage device installed in your PC.

1.2.2 You may copy this software for backup or storage purposes.

1.3.1 (Restriction) You may not modify, reverse engineer, decompile or disassemble the Software in any way. However, this is not the case when it is deemed legitimate.

1.3.2 You may not use or copy the Software, in whole or in part, except as expressly permitted in this Agreement.

1.3.3 You are not entitled to license this software and you may not sell, rent or lease the Software to any third party.

1.4 (Limited Warranty) We provide his software without any warranty. We do not guarantee anything about this software either explicitly or implicitly, including its suitability for specific uses. You have to resolve any problems related to this software at your own risk and expense.

1.5 (Limited Responsibility) We shall not be liable for any consequential, incidental or punitive damages in this Agreement or in any other cases. You shall indemnify and warrant our company from damage, loss or liability related to claims made to you by a third party in connection with the use of this software.

1.6.1 (Contract Period) This Agreement shall survive unless terminated by the next time the customer enters into force on the date the Software is downloaded or installed on your hardware.

1.6.2 If you violate any provision of this Agreement, We may terminate this Agreement immediately without giving any notice or demand to the Customer. In that case, we can charge customers for damages suffered by customer’s violation. In addition, upon termination of this Agreement, the Customer shall immediately destroy the Software stored on Customer’s hardware.

1.7 (Export Control) You do not to transfer or export this software, information and technology to countries where Japan and other related countries prohibit to export.

1.8 (Others) This agreement is governed by Japanese law. Disputes related to or resulting from this Agreement shall be resolved by the Tokyo District Court as the exclusive jurisdiction court.

## 2. Privacy Policy for Personal Data Subject to GDPR

THIS PRIVACY POLICY (THIS “privacy policy”) ONLY APPLIES TO PROCESSING OF PERSONAL DATA SUBJECT TO EU GENERAL DATA PROTECTION REGULATION No 2016/679 (THE “GDPR”).

### 2.1. Our privacy policy

This Privacy Policy is an explanation by Komatsu Ltd. (“We”/“Us”) to KOM-MICS users residing in the European Economic Area (the “EEA”) protected under the GDPR (who may include our customers) (the “Data Subject”) regarding how we collect and process personal data as the data controller if personal data is provided or disclosed by the Data Subject or if personal data is received or acquired through a third party. We process the personal data in accordance with the GDPR (and other applicable EU and Member State regulations on data protection, if such regulations exist).

Processing of personal data in this Privacy Policy means processing of personal data of KOM-MICS users who are in the EEA in any of the following cases:

- (i) if carried out in connection to activities of our establishment in the EEA,
- (ii) if related to the offering of goods or services to the Data Subjects, or
- (iii) if related to the monitoring of the Data Subject’s behavior as far as their behavior takes place within the EEA.

### 2.2. Collection and processing of personal data

We will always process the Data Subject’s personal data based on one of the legal bases provided for in the GDPR (Articles 6 and 7). In addition, if processing personal data that requires special care, we will do so in accordance with the special rules provided for in the GDPR (Articles 9 and 10).

We may collect and process the Data Subject’s personal Data in the following cases :(i) if required in order to provide the Data Subject with adequate services and products and we otherwise have a legitimate interest; (ii) if required in order to perform an agreement with the Data Subject or carry out procedures before execution; or (iii) if we have obtained the Data Subject’s express prior consent. In that case, we will give notification of the purpose of that collection and processing to the Data Subject through notification when obtaining consent, agreement, or other appropriate means.

The Data Subject is entitled to withdraw his or her consent to the collection and processing of the personal data at any time, but this withdrawal will not affect the lawfulness of processing based on the consent before withdrawal thereof.

We will process the Data Subject’s personal data for the above specified, explicit and legitimate purposes, and will not further process the personal data in a way that is incompatible with those purposes. If we intend to process personal data originally collected for one purpose in order to attain other objectives or purposes, we will ensure that the Data Subject is informed of this. We will keep personal data for as long as it is necessary for us to comply with our legal obligations, to ensure that we provide an adequate service, and to support our business activities (Articles 5 and 25(2) of the GDPR).

We ensure that the personal data processed shall be limited to what is adequate and necessary in relation to the purposes for which they are processed.

### 2.3 Purpose of collection and processing, and personal data element.

To achieve the purpose below, we need to collect personal data like below.

- Purpose of collection and processing personal data on KOM-MICS Viewer

Personal data type	Data elements	Purpose of collection and processing
Affiliation	Country, Company, Location, Department, Division, Section, Name, Mail address etc	Usage stats & visualization & notification & User authentication & Information notification
Computer Information	MAC address, Public IP address, Private IP address etc	Usage stats & visualization & notification & User authentication
Button Click	Clicked button name, date, time etc	Usage stats & visualization & notification & Improve KOM-MICS

●Purpose of collection and processing personal data on KOM-MICS Logger

Personal data type	Data elements	Purpose of collection and processing
Operator Information	GPS(Optional), Operator ID(Optional)	efficiency stats & visualization & notification & Visualize & improve production fields & Work flow stats & visualization & notification
Computer Information	MAC address, Public IP address, Private IP address etc	Usage stats & visualization & notification & User authentication
Button Click	Clicked button name, date, time etc	Usage stats & visualization & notification & Improve KOM-MICS
Process Information	Parts Num & Name, Process name, Program Name, Position XYZ etc	efficiency stats & visualization & notification & Visualize & improve production fields & Work flow stats & visualization & notification
Machinery Information	Country, Company, Factory, Building, Line, etc	efficiency stats & visualization & notification & Visualize & improve production fields & Work flow stats & visualization & notification

●Purpose of collection and processing personal data on KOM-MICS for iPhone

Personal data type	Data elements	Purpose of collection and processing
Operator Information	GPS(Optional), Operator ID(Optional)	efficiency stats & visualization & notification & Visualize & improve production fields & Work flow stats & visualization & notification
Affiliation	Country, Company, Location, Department, Division, Section, Name, Mail address etc	Usage stats & visualization & notification & User authentication & Information notification
Computer Information	MAC address, Public IP address, Private IP address etc	Usage stats & visualization & notification & User authentication
Button Click	Clicked button name, date, time etc	Usage stats & visualization & notification & Improve KOM-MICS

2.4. Sharing personal data

We may share personal data with our group entities and with third-parties in accordance with the GDPR. Where we share personal data with a data processor, we will put the appropriate legal framework in place in order to cover data transfer and processing (Articles 26, 28 and 29 of the GDPR). Furthermore, where we share personal data with any entity outside the EEA, we will put appropriate legal frameworks in place, notably controller-to-controller (2004/915/EC) and controller-to-processor (2010/87/EU) Standard Contract Clauses approved by the European Commission, in order to cover such transfers (Chapter 5 of the GDPR).

Collaborative Partners

Subject to the Data Subject's prior consent, personal data may be transferred to, stored, and further processed by collaborative partners that work with us to provide our products and services or help us market to Data Subjects.

Outsourcing

- (1) We may outsource all or part of the personal data processing in sales services, enquiry response services, equipment maintenance services, fee related services, marketing services, and other services.
- (2) When executing an outsourcing agreement, the eligibility of the counterparty as an outsourcee is sufficiently investigated. Safety management measures, confidentiality, conditions for the outsourcee to outsource to another party, and other matters regarding the appropriate processing of personal data are prescribed in the outsourcing agreement, and our outsourcees are appropriately supervised by implementing periodic monitoring, etc. of the outsourcing conditions.
- (3) The personal data provided (deposited) by the outsourcer in the services outsourcing is utilized within the scope necessary to perform the agreement with the outsourcer.

Corporate Affiliates and Corporate Reorganisations

We may share the personal data with all corporate affiliates. In the event of a merger, corporate reorganisation, civil rehabilitation, acquisition, joint venture, assignment, transfer, sale or disposition of all or any portion of our business (including in connection with any bankruptcy or similar proceedings), etc., we may transfer any and all personal data to the relevant third party.

Legal Compliance and Security

It may be necessary for us ? by law, legal process, litigation, and/or requests from public and governmental authorities within or outside the Data Subject's country of residence ? to disclose personal data. We may also disclose personal data if we determine that, for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate.

We may also disclose personal data if we determine in good faith that disclosure is reasonably necessary to protect our rights and pursue available remedies, enforce our internal regulations, investigate fraud, or protect our operations or users.

#### Data Transfers

Disclosures or sharing of personal data as described above may involve transferring personal data out of the EEA. For each of these transfers we make sure that we provide an adequate level of protection to the data transferred, in particular by entering into Standard Contract Clauses as defined by the European Commission decisions 2001/497/EC, 2002/16/EC, 2004/915/EC and 2010/87/EU.

#### 2.5. Our records of data processes

We handle records of processing of personal data in accordance with the obligations established by the GDPR (Article 30), where we might process personal data. In these records, we reflect all the information necessary in order to comply with the GDPR and cooperate with the supervisory authorities in accordance with the GDPR (Article 31).

#### 2.6. Security measures

We process personal data in a manner that ensures such data appropriate security (including protection against unauthorized or unlawful processing and against accidental loss, destruction damage, etc.) using appropriate technical or organizational measures to achieve this (Articles 25(1) and 32 of the GDPR).

#### 2.7. Notification of data breaches to the competent supervisory authorities

In case of breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed, we have the mechanisms and policies in place in order to identify it and assess the details of the breach promptly. Depending on the outcome of our assessment, we will make the necessary notifications to the supervisory authorities and communications to the affected data subjects (Articles 33 and 34 of the GDPR).

#### 2.8. Processing likely to result in high risk to the data subject's rights and freedoms

We have mechanisms and policies in place in order to identify data processing activities that may result in high risk to the data subject's rights and freedoms (Article 35 of the GDPR). If any such data processing activity is identified, we will assess it internally and either stop it or ensure that the processing is compliant with the GDPR or that appropriate technical and organizational protective measures are in place in order to proceed with it.

In case of doubt, we will contact the competent Data Protection Supervisory Authority in order to obtain their advice and recommendations (Article 36 of the GDPR).

#### 2.9. Data subject's rights

We will notify the Data Subject of the details of the rights granted to the Data Subject under the GDPR when notifying the Data Subject of the purpose of processing personal data.

If the Data Subject will exercise such rights, please contact us at the address set forth section 11 below.

If the Data Subject is not satisfied with the way in which we have proceeded with any request, or if the Data Subject has any complaint regarding the way in which we process personal data, the Data Subject may lodge a complaint with a Data Protection Supervisory Authority.

#### 2.10. Children

If we collect and process personal data from a child who is under 16 years of age or who has not reached the age limits under the laws of a Member State, we will process that data appropriately (Article 8 of the GDPR).

#### 2.11. Updates to privacy policy

We may change this Privacy Policy from time to time. Any changes to this Privacy Policy will become effective upon posting of the revised Privacy Policy via the Website. If we make changes which we believe are significant, we will inform the Data Subject through the Website to the extent possible and seek for the Data Subject's consent where applicable.

#### 2.12. Contact

For any questions or requests relating to this Privacy Policy, please contact us as follows:

Mail

[support@kom-mics.com](mailto:support@kom-mics.com)

Opening hours

Same to Komatsu Ltd. Osaka Plant (From 9:00JST to 16:45JST)