

Either of the following agreements shall apply depending on the user's residence. Refer and agree to the applicable agreement.

(1) END-USER LICENSE AGREEMENT

For the users located anywhere other than the countries listed in the (2) "Mobile Application End-User Licence Agreement for European Residents".

(2) Mobile Application End-User Licence Agreement for European Residents

For the users in Austria, Bulgaria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Italy, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, the UK, Turkey or Republic of Ireland.

(1) END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: This End User License Agreement ("Agreement") is a legal agreement between you (either as a natural or legal person) and Panasonic Corporation (hereinafter called the "Company") for use of the mobile softphone software ("SOFTWARE"). By accepting the terms and conditions of this Agreement and installing the Software or exercising your rights to make and use copies of the SOFTWARE (as may be provided for below), you agree to be bound by terms of this Agreement. If you do not agree to the terms of this Agreement, do not accept these terms and conditions and delete the SOFTWARE. For the limited warranty pertaining to your jurisdiction, please refer to the section LIMITED WARRANTY. You represent that you have full power, capacity and authority to enter into and accept the terms and conditions of this Agreement. If you are accepting on behalf of your employer, company or another entity, you warrant and represent that you have full legal authority to bind your employer, company or such entity to this Agreement, or that a person with such authority has accepted the terms and conditions of this Agreement prior to using the SOFTWARE as described in this paragraph.

1. THE COMPANY SOFTWARE LICENSE

- 5.1 GRANT OF LICENSE. Subject to your compliance with the terms and conditions of this Agreement, the Company grants to you a limited, non-exclusive, non-assignable, non-transferable, royalty-free right to use the SOFTWARE, which includes online or electronic documents, in the manner provided below. You may install copies of the SOFTWARE on an unlimited number of mobile devices provided that you are the only individual using the SOFTWARE. If you are an entity, the Company grants you the right to designate one individual within your organization to have the right to use the SOFTWARE in the manner provided above.
- 5.2 UPDATES. If the Company provides an update for the SOFTWARE, you may only use that updated SOFTWARE in accordance with this Agreement.

OWNERSHIP. Company and/or Softfront Holdings ("licensor") own and shall retain all rights, title and interest in and to the SOFTWARE (including any images, applets, photographs, animations, video, audio, music, and text incorporated into the SOFTWARE), including all intellectual property rights embodied therein, and you shall have no rights with respect thereto other than the rights expressly granted in this Agreement. You may either (a) make one copy of the SOFTWARE solely for backup or archival purposes, or (b) transfer the SOFTWARE to a single storage, provided you keep the original solely for backup or archival purposes. You may not copy the SOFTWARE or the printed materials accompanying the SOFTWARE except for the backup or archival purpose described above.

- 5.3 THIRD PARTY RIGHTS. This SOFTWARE may include third party software listed in below URL ("Third Party Software"). If you use the Third Party Software, you shall also comply with the applicable terms and conditions set forth below URL. If there is a conflict between the terms of this Agreement and the terms of the Third Party Software, the terms of the Third Party Software shall be applicable to the extent you use the Third Party Software. The Company is not liable for such Third Party Software.

<https://panasonic.net/cns/pcc/support/pbx/download/mobilesip/index.html>

- 5.4 **THIRD PARTY BENEFICIARY.** With respect to certain part(s) of the SOFTWARE, the Company's licensor(s) are third party beneficiaries of this Agreement. The disclaimer of warranty, limitation of liability terms and remedies applicable to such part(s) of the SOFTWARE in this Agreement shall inure to the benefit of, and are enforceable by the licensor(s). This Agreement may be terminated if necessary by such licensor(s) to protect its or its licensor's intellectual property rights or other rights.
- 5.5 **U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND.** The SOFTWARE and related documentation are "commercial items", as that is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in FAR 12.212 and DFARS 227.7202. Consistent with FAR 12.212 or DFARS 227.7202, as applicable, the SOFTWARE and related documentation are licensed to U.S. Government end users as a commercial item, with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement.
- 5.6 **OTHER RESTRICTIONS.** Before you start using SOFTWARE, it is your responsibility to make back-up copies of valuable files in a storage apparatus, such as mobile storage or other detachable nonvolatile memory, connected to your mobile device. The SOFTWARE requires internet connection and communication with a cloud system the Company provides for free of charge from time to time for you to use certain functions such as user authentication or push notification. You may not rent or lease the SOFTWARE. You may not amend, reverse engineer, decompile, or disassemble the SOFTWARE, except to the extent such foregoing restriction is expressly prohibited by applicable law.

2. LIMITED WARRANTY

LIMITED WARRANTY. THE SOFTWARE IS BEING DELIVERED TO YOU "AS IS". NEITHER THE COMPANY (INCLUDING THE COMPANY'S PARENT COMPANY, AFFILIATES AND/OR SUBSIDIARIES), NOR ITS LICENSOR MAKES OR PASSES ON TO YOU OR OTHER THIRD PARTY, ANY WARRANTY OR REPRESENTATION INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH REGARD TO SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER THE COMPANY NOR ITS LICENSOR WARRANTS THAT SOFTWARE WILL BE ERROR-FREE OR THAT IT WILL MEET YOUR REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE COMPANY NOR ITS LICENSOR SHALL BE LIABLE FOR ANY DAMAGE SUFFERED BY YOU INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES. THE ABOVE LIMITATIONS SHALL APPLY REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE COMPANY'S ENTIRE LIABILITY UNDER ANY PROVISIONS OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU UNDER THIS AGREEMENT.

3. Limited Support and Troubleshooting

The Company has no obligation under this Agreement to provide instruction, help, support, maintenance or modifications including, but not limited to modifying the SOFTWARE to adapt to your mobile device as it is or when you change an environment, such as operating system or its version-up. For the avoidance of doubt, in the event you enter into a separate support or maintenance agreement with any third party such as sales company, reseller, service provider, system integrator or dealer other than the Company, your ability to receive support services from such entity will depend on the terms and conditions of any applicable agreement with such third party.

4. Term

This Agreement shall be effective from commencement of your use of the SOFTWARE and continue until you cease the use of the SOFTWARE. You may terminate this Agreement at any time by destroying the SOFTWARE, related documentation and all copies thereof. This Agreement will also be terminated immediately by the Company if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to discontinue all use

of the SOFTWARE and delete it from your devices, as well as destroy any related documentation and all copies thereof.

5. MISCELLANEOUS

- 5.1 ASSIGNMENT. You may not, without prior written consent of the Company, transfer, assign or sublicense, in whole or in part, this Agreement, including any rights and obligations under this Agreement, the SOFTWARE, including all rights and licenses accompanied by the Software, related documentation or any copy thereof.
- 5.2 SEVERABILITY. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to statute or law. If any section of this Agreement is found by competent authority to be invalid, illegal or unenforceable, such determination shall prevail and that section shall be curtailed and limited only to the extent necessary to bring it within the legal requirements, and all other provisions of this Agreement will continue in full force and effect.
- 5.3 COMPLIANCE WITH LAWS. You agree to comply with all applicable laws and regulations that may govern your use of this Licensed Software and agree to indemnify and hold Company harmless from and against any claims, damages, losses or obligations suffered or incurred by Company arising from your failure to so comply.
- 5.4 EXPORT CONTROL. You agree not to export or re-export the SOFTWARE to any county in any form without the appropriate export licenses under the regulations of the country where you reside or of any other country as may be required by such export or re-export.
- 5.5 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of Japan, without regard to its conflict of law provisions.
- 5.6 DISPUTE RESOLUTION. The Company and you agree that the exclusive venue for all disputes in connection with, or arising out of this Agreement shall be the District Court of Tokyo, Japan.
- 5.7 LANGUAGE. Should any discrepancy or ambiguity arise between any of the terms of English version of the Agreement and the terms of other language version of this Agreement, the English version of this Agreement shall take precedence over other language version of this Agreement.
- 5.8 ENTIRE AGREEMENT. This Agreement is the entire agreement, and supersedes and cancels all prior and contemporaneous agreements and communications, on the subject matter hereof.

(2) Mobile Application End-User Licence Agreement for European Residents

PLEASE READ THESE LICENCE TERMS CAREFULLY

THIS AGREEMENT IS APPLICABLE FOR EUROPEAN RESIDENTS ONLY. YOU MUST BE 18 OR OVER TO ACCEPT THESE TERMS AND USE THE APP.

BY INSTALLING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DELETE THE APP.

You represent that you have full power, capacity and authority to accept this Mobile Application End-User Licence Agreement for European Residents (“Agreement”). If you are accepting on behalf of your employer, company or another entity, you represent that you have full legal authority to bind your employer, company or such entity to this Agreement. If you don’t have the legal authority to bind, please ensure that an authorized person from your entity consents to bind and accept this Agreement.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We Panasonic Corporation (“Licensor”), having its place of business at 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan, licenses you to use:

- Panasonic Mobile Softphone (“APP”) and any updates or supplements to it.
- The service, such as user authentication and push notification, you connect to via the APP and the content we provide to you from time to time through it (“Service”).

as permitted in these terms.

1. Purpose of APP

APP is a Panasonic PBX dedicated SIP based softphone application that can work as a PBX extension supporting basic voice and video call functions.

2. Conclusion of the Agreement

- 2.1. This Agreement is applicable for use of the APP by a commercial or business end-user. If you are a consumer, you shall not acquire any rights upon the basis of this Agreement.
- 2.2. This is a legal agreement between you and the Licensor for use of the APP as explicitly set forth in Section 4. By installing or exercising your rights to use the APP, you agree to be bound by terms of this Agreement. If you do not agree to the terms of this Agreement, promptly delete the APP.
- 2.3. TERMS OF MOBLE APPLICATION STORES, SUCH AS APP STORE OR GOOGLE PLAY, ALSO APPLY
The ways in which you can use the APP may also be controlled by App Store’s rules and policies and Google Play’s rules and policies will apply instead of these terms where there are differences between the two.
- 2.4. From time to time we may automatically update the APP and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the APP for these reasons.
If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the APP and the Services.
The APP is intended to work with the current or previous version of the operating systems (as it may be updated from time to time) and match the description of it provided to you when you installed it.
- 2.5. The APP without a certain activation key, separately being sold, is available in trial mode that enables you to test the APP for 30 calendar days starting with the installation of the APP. Upon expiry of the 30-calendar-day period, the APP in trial mode will stop to function and you may purchase and install a relevant activation key to enable the APP in commercial mode without time limitation.

Activation keys (abbreviated as “AK”) can be divided into the following two categories.

(1) User AK: changes the running modes of the APP from trial mode to commercial mode and determines the number of named users.

(2) Expansion AK: increases the amount of system resources and/or adds certain functions to the APP. Such Expansion AKs are basically optional and available only when there is a User AK installed.

2.6. Ordering Activation Key

Activation keys of the APP will be delivered from your dealer based on your purchase order.

3. Object of Delivery and Delivery

3.1. You will acquire the APP in the object code from mobile application stores such as App Store or Google Play. The source code is not object of this Agreement. In addition, some supplementary documentation related to the APP may be available at the below URL.

<https://panasonic.net/cns/pcc/support/pbx/download/mobilesip/index.html>

3.2. The delivery of the APP will be effected by download.

3.3. Any updates will be delivered in the same way as the original APP.

3.4. Activation keys of the APP will be delivered from your dealer based on your purchase order.

3.5. Setting up the APP serving environment is not subject to the delivery and may be ordered separately from a certified dealer.

4. Utilization rights

4.1. The APP (including any images, applets, photographs, animations, video, audio, music, and text incorporated into the APP) is owned by the Licensor and Softfront Holdings, and the Licensor has the right to license or has been granted the right to license the APP.

4.2. APP in Trial mode

The Licensor grants to you a non-exclusive right to use the APP for your non-private use for a limited period of time of 30 (thirty) calendar days starting with the day of installation of the APP. You may install copies of the APP on an unlimited number of mobile devices provided that you are the only individual using the APP, as many named users as your PBX system resources allow.

4.3. APP in Commercial mode

The Licensor grants to you a non-exclusive utilisation right, unlimited in time, to use the APP. You may install copies of the APP on an unlimited number of mobile devices provided that you are the only individual using the APP, but limited to the number of named users allowed by the installed User AK.

4.4. In addition, you are entitled to use the APP for (1) business entities under the limited liability partnership you have invested and control or (2) affiliated enterprises (“Group Companies”). A use by other than Group Companies shall be prohibited.

4.5. The APP may only be copied to the extent necessary for use in accordance with this Agreement. To the extent necessary, you are entitled to prepare back-up copies of the APP in accordance with generally accepted technical rules and standards. Back-up copies on movable data carriers must be marked as such and must bear the copyright notice as shown in the original APP.

4.6. If you purchased a User AK to use the APP in commercial mode, you are entitled to copy the APP on a data carrier for transferring the APP. In addition, the Purchaser’s right to the online copy shall be restricted in the same way as if the Purchaser had received the APP on a data carrier.

- 4.7. You are entitled to decompile the APP solely in order to establish interoperability with other hardware and software, but only within the mandatory limitations provided for in applicable copyrights laws¹ and only if the Licensor failed to provide the necessary data and/or information despite a written request setting a reasonable notice period. Such decompilation does not require any permission by the Licensor or the copyright holders as it is entitled purely by applicable law, hence the payment for the User AK does not consider such title.
- 4.8. You are entitled to change, amend and otherwise adapt the APP solely to the extent that applicable copyrights regulations² are binding. Such remedy of software errors does not require any permission by the Licensor or the copyright holders as it is entitled purely by applicable copyrights law, hence the payment for the User AK does not consider such title.
- 4.9. If, in connection with rectification activities, the Licensor provides you with amendments or patches such as patches or amendments of the software documentation, or an update or upgrade of the APP which replaces an earlier version of the documentation of the APP, such amendments, updates or upgrades shall be subject to the provisions of this Agreement.
- 4.10. The software documentation may not be copied or changed except as provided for in sub-sections 4.5 and 4.9 (to the extent such documentation is integrated in the APP).

¹ In: *Austria* Sect. 40e Austrian Copyrights Act; *Belgium* Art. 7 Belgian Software Protection Act; *Bulgaria* Sect. 71 Bulgarian Copyrights Act; *Croatia* Sect. 111 Croatian Copyright and related Rights Act; *Czech Republic* Sect. 66d) Czech Copyright Act; *Denmark* Sect. 37 Consolidated Act on Copyright; *Finland* Sect. 25.k Finnish Copyright Act; *Germany* Section 69e German Copyright Act; *France* Art. 122-6-1 IV French Intellectual Property Code; *Italy* Art. 64-quater Italian Copyright Law n.633/1941; *Hungary* Sect. 60 Hungarian Copyrights Act; *Netherlands* Sect. 45m Dutch Copyright Act; *Norway* Sect. 39i Norwegian Copyright Act; *Poland* Art. 75 paragr. 2 point 3), paragr. 3 Polish Copyright and Related Rights Act; *Portugal* Art. 7 Portuguese Decree-law 252/94; *Romania* Art. 78 Romanian Copyrights Act; *Slovakia* Sect. 36 Slovakian Copyrights Act; *Spain* Art. 100 of Spanish Intellectual Property Law; *Sweden* Sect. 2, Art. 26g Swedish Act on Copyright in Literary and Artistic Works; *Switzerland* Art. 21 Swiss Copyrights Act, Art. 17 Sect.2 Swiss Copyrights Regulation; *Turkey* Art. 38 Intellectual and Artistic Works Act; *UK and Republic of Ireland* Sect. 50B Copyright, Designs and Patents Act 1998

² In: *Austria* Sect. 40d (2), (3) Austrian Copyrights Act; *Belgium* Art. 6 Belgian Software Protection Act; *Bulgaria* Art. 70 Bulgarian Copyrights Act; *Croatia* Sect. 110 Croatian Copyright and related Rights Act; *Czech Republic* Sect. 66 Czech Copyright Act; *Denmark* Sect. 36 Danish Consolidated Act on Copyright; *Finland* Sect. 25j Finnish Copyright Act; *Germany* Sect. 69d German Copyright Act; *France* Art. 122-6 2 French Intellectual Property Code; *Italy* Art. 64-bis no.1-b Italian Copyright Law n.633/1941; *Hungary* Sect. 59 Hungarian Copyrights Act; *Netherlands* Sect. 45j Dutch Copyright Act; *Norway* Sect. 39 h Norwegian Copyright Act; *Poland* Art. 74, paragr. 4, point 2, Art. 75 paragr. 1 Polish Copyright and Related Rights Act; *Portugal* Art. 6 (3) Portuguese Decree-law 252/94; *Romania* Art. 76 Romanian Copyrights Act; *Slovakia* Sect. 35 Slovakian Copyrights Act; *Spain* Art. 100 Spanish Intellectual Property Law; *Sweden* Sect. 1, Art 11, Sect. 2, Art. 26g Swedish Act on Copyright in Literary and Artistic Works; *Switzerland* Art. 12 Swiss Copyrights Act, Art. 12, 17 sect.1 Swiss Copyrights Regulation; *Turkey* Art. 38 Intellectual and Artistic Works Act; *UK and Republic of Ireland* Sect. 50C Copyright, Designs and Patents Act 1998

5. Third Party Rights

5.1. This APP may include third party software listed below URL (“Third Party Software”). If you use the Third Party Software, you shall also comply with the applicable terms and conditions set forth below URL. If there is a conflict between the terms of this Agreement and the terms of the Third Party Software, the terms of the Third Party Software shall be applicable to the extent you use the Third Party Software. The Company is not liable for such Third Party Software.

<https://panasonic.net/cns/pcc/support/pbx/download/mobilesip/index.html>

5.2. With respect to certain part(s) of the APP, the Licensor’s licensor(s) are third party beneficiaries of this Agreement. The disclaimer of warranty, limitation of liability terms and remedies applicable to such part(s) of the APP in this Agreement shall inure to the benefit of, and are enforceable by the licensor(s). This Agreement may be terminated if necessary for the licensor(s) to protect its or its licensor’s intellectual property rights or other rights.

6. Miscellaneous

6.1. WARRANTY. All the warranty given to the APP arises upon a purchase of a User AK hence is subject to the relevant liability clause set forth in the sales contract between you and your dealer. With regard to the trial mode the APP is supplied as is and the Licensor excludes all liability, except in cases of intentional and gross negligent conduct as well as cases of physical injury and binding regulations of product liability law.

6.2. EXPORT CONTROL. You agree not to export or re-export the APP to any country in any form without the appropriate export licenses under the regulations of the country where you reside or of any other country as may be required by such export or re-export.

6.3. PERSONAL DATA. The Licensor will not collect, store or otherwise process any of your personal data via your use of the APP.

6.4. GOVERNING LAW.

Whereas the UN Sales Convention shall be excluded,

6.4.1. In Austria the law of Austria shall apply exclusively and the courts of Vienna, Austria shall have exclusive jurisdiction.

6.4.2. In Bulgaria the law of Bulgaria shall apply exclusively and the courts of Sofia, Bulgaria, shall have exclusive jurisdiction.

6.4.3. In Belgium the law of Belgium shall apply exclusively and the courts of Brussels shall have exclusive jurisdiction.

6.4.4. In Croatia the law of Croatia shall apply exclusively and the courts of Zagreb, Croatia, shall have the exclusive jurisdiction.

6.4.5. In the Czech Republic the law of the Czech Republic shall apply exclusively and the courts of Prague shall have exclusive jurisdiction.

6.4.6. In Denmark the law of Denmark shall apply exclusively and the courts of Copenhagen, Denmark, shall have the exclusive jurisdiction.

6.4.7. In Finland the law of Finland shall apply exclusively and the courts of the Helsinki District Court shall be the court of first instance.

6.4.8. In France the law of Germany shall apply exclusively and the courts of Paris, France shall have exclusive jurisdiction.

6.4.9. In Germany the law of Germany shall apply exclusively and the courts of Hamburg, Germany shall have exclusive jurisdiction.

- 6.4.10. In Greece the law of Greece shall apply exclusively and the courts of Athens, Greece shall have exclusive jurisdiction.
- 6.4.11. In Hungary the law of Hungary shall apply exclusively and the courts of Budapest, Hungary, shall have exclusive jurisdiction.
- 6.4.12. In Italy the law of Italy shall apply exclusively and the courts of Milan, Italy, shall have exclusive jurisdiction.
- 6.4.13. In the Netherlands the law of Netherlands shall apply exclusively and the courts of s'Hertogenbosch, Netherlands, shall have exclusive jurisdiction.
- 6.4.14. In Norway the law of Norway shall apply exclusively and the Oslo District Court shall be the court of first instance.
- 6.4.15. In Poland the law of Poland shall apply exclusively and the courts of Warsaw, Poland shall have exclusive jurisdiction.
- 6.4.16. In Portugal the law of Portugal shall apply exclusively and the courts of Lisbon, Portugal, shall have exclusive jurisdiction.
- 6.4.17. In Romania the law of Romania shall apply exclusively and the courts of Bucharest, Romania, shall have exclusive jurisdiction.
- 6.4.18. In Slovakia the law of Slovakia shall apply exclusively and the courts of Bratislava, Slovakia, shall have exclusive jurisdiction.
- 6.4.19. In Spain: The law of Spain shall apply exclusively and the courts of Barcelona, Spain have exclusive jurisdiction.
- 6.4.20. In Sweden the law of Sweden shall apply exclusively and the courts of the Stockholm District Court shall be the court of first instance.
- 6.4.21. In Switzerland the law of Switzerland shall apply exclusively and the courts of Rothkreuz, Switzerland shall have exclusive jurisdiction.
- 6.4.22. In the UK and the Republic of Ireland the law of the UK and Wales shall apply exclusively and the courts of England have exclusive jurisdiction.
- 6.4.23. In Turkey the law of Turkey shall apply exclusively and the courts of Istanbul have exclusive jurisdiction.
- 6.5. INEFFECTIVENESS. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 6.6. LANGUAGE. Should any discrepancy or ambiguity arise between any of the terms of English version of the Agreement and the terms of other language version of this Agreement, the English version of this Agreement shall take precedence over other language version of this Agreement.
- 6.7. TERMINATION. Licensor has a right to cease, terminate, or stop to distribute, provide, and/or sell the APP, activation key and/or Service at its convenience upon at least 3 months prior announcement.

Pursuant to and through the effects of Arts. 1341 and 1342 of the Italian Civil Code, all the following clauses of the aforesaid Agreement are expressly and explicitly approved: 5.2 and 6.4.