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 locate anywhere other than the listed countries in the (2) "Software License Contract for the acquisition of Panasonic UC Pro by a business user (B2B)".

## (2) Software License Contract for the acquisition of Panasonic UC Pro by a business user (B2B)

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

# (1) END-USER LICENSE AGREEMENT

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5.4 GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the law of Japan, without regard to its conflict of law provisions.

5.5 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.

# (2) Software License Contract for the acquisition of Panasonic UC Pro by a business user (B2B)

### Applicable for the users in:

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

Supplier: Panasonic Corporation

Address: 1006, Oaza Kadoma, Kadoma-shi, Osaka 571-8501, Japan

# 1. Purpose of Panasonic UC Pro

Panasonic UC Pro, hereinafter referred to as "Licensed Software", is composed of server elements and client elements and serves the purpose of unified communication being integrated with Panasonic PBXs as described in more detail in the software documentation. You represent that you have full power, capacity and authority to accept this Software License Contract. 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 Software License Contract. 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 Software License Contract.

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2.5. Acquiring the installers of the Licensed Software

Installers of the Licensed Software are available at web stores for mobile applications or via your dealer.

2.6. Ordering Activation Key

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

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<sup>&</sup>lt;sup>2</sup> 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 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 Copyright 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; UK and Republic of Ireland Sect. 50B Copyright, Designs and Patents Act 1998

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# 6. Miscellaneous

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  - 6.3.2. In Bulgaria the law of Bulgaria shall apply exclusively and the courts of Sofia, Bulgaria, shall have exclusive jurisdiction;
  - 6.3.3. In Belgium the law of Belgium shall apply exclusively and the courts of Brussels shall have exclusive jurisdiction;
  - 6.3.4. In Croatia the law of Croatia shall apply exclusively and the courts of Zagreb, Croatia, shall have the exclusive jurisdiction;
  - 6.3.5. In the Czech Republic the law of the Czech Republic shall apply exclusively and the courts of Prague shall have exclusive jurisdiction;
  - 6.3.6. In Denmark the law of Denmark shall apply exclusively and the courts of Copenhagen, Denmark, shall have the exclusive jurisdiction;
  - 6.3.7. In Finland the law of Finland shall apply exclusively and the courts of the Helsinki District Court shall be the court of first instance.
  - 6.3.8. In France the law of Germany shall apply exclusively and the courts of Paris, France shall have exclusive jurisdiction.
  - 6.3.9. In Germany the law of Germany shall apply exclusively and the courts of Hamburg, Germany shall have exclusive jurisdiction;
  - 6.3.10. In Hungary the law of Hungary shall apply exclusively and the courts of Budapest, Hungary, shall have exclusive jurisdiction;
  - 6.3.11. In Italy the law of Italy shall apply exclusively and the courts of Milan, Italy, shall have exclusive jurisdiction;
  - 6.3.12. In the Netherlands the law of Netherlands shall apply exclusively and the courts of s'Hertogenbosch, Netherlands, shall have exclusive jurisdiction;
  - 6.3.13. In Norway the law of Norway shall apply exclusively and the Oslo District Court shall be the court of first instance;
  - 6.3.14. In Poland the law of Poland shall apply exclusively and the courts of Warsaw, Poland shall have exclusive jurisdiction;
  - 6.3.15. In Portugal the law of Portugal shall apply exclusively and the courts of Lisbon, Portugal, shall have exclusive jurisdiction;
  - 6.3.16. In Romania the law of Romania shall apply exclusively and the courts of Bucharest, Romania, shall have exclusive jurisdiction,
  - 6.3.17. In Slovakia the law of Slovakia shall apply exclusively and the courts of Bratislava, Slovakia, shall have exclusive jurisdiction;
  - 6.3.18. In Spain: The law of Spain shall apply exclusively and the courts of Barcelona, Spain have exclusive jurisdiction
  - 6.3.19. In Sweden the law of Sweden shall apply exclusively and the courts of the Stockholm District Court shall be the court of first instance.
  - 6.3.20. In Switzerland the law of Switzerland shall apply exclusively and the courts of Rothkreuz, Switzerland shall have exclusive jurisdiction.
  - 6.3.21. In the UK and the Republic Ireland the law of the UK and Wales shall apply exclusively and the courts of England have exclusive jurisdiction;

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Exhibit A (Third Party Software)

# 1. Common

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# (8) Microsoft.Exchange.WebServices.dll

Exchange Web Services Managed API

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## 2. UC Pro Server

### (1) ICE-Test.exe

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# (2) EPhone.exe

This is a tool called "PhoneDialer".

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PhoneDialer 3.x extends the original JulMar phone dialer with additional features:

PhoneDialer 3.0:

- x64 build destination
- HostCallID, Appspecific, AdressID and CallFeatures Information as presented by the TAPI driver
- Show CallFeatures view in detail
- Creating Conference from two existing calls
- Separated ID and name presentation for Caller, Called, Connected, Redirecting and Redirection information
- List of call forwardings instead of a single call forwarding
- Removing of all forwardings
- Several enhancements and bugfixes
- extended Make Call to set clip no screening (hold control key while pushing Make Call button)
- Make Call Pickup... Unpark with no destination Number (hold Control key to enable the buttons with no number present)
- Forwarding

PhoneDialer 3.1:

- Set DND within forwarding dialog
- Show DND within forwarding list

PhoneDialer 3.2:

- Show LineCallFeatures2 in detail

PhoneDialer 3.3:

 Added LINEADDRCAPFLAGS\_DESTOFFHOOK to the extended MakeCall Options (provided by Innovaphone)
 Added LINECALLFEATURE2\_TRANSFERNORM and LINECALLFEATURE2\_TRANSFERCONF support. This enables PhoneDialer to correctly support european and american way of conference creation. (Via consultationCall (european) via setupConference (american))

PhoneDialer 3.4:

- Added Command Line Startup Parameter for automatic line open on ephone.exe start (ephone.exe 110)

- Fix for SetupConference if called destination drops the call phone.exe crashed

PhoneDialer 3.5:

- Added Scrollbar to callfeatures dialog

PhoneDialer 3.6:

- SetupTransfer uses the chooses the adress id from the phone dialer dialog.

PhoneDialer 3.7:

- Forwarding supports multiple addresses. If the monitored line offers multiple addresses the forwarding dialog shows on which address the forward is present. This enables modifikation of forwardings on the different addresses.

PhoneDialer 3.9:

- fixed Crash if call is getting deallocated while phone.exe is waiting for a specific callfeature

- fixed linedeallocate immediately after newcall has been announced for ip office (initialy reporting calls with linecallstate idle)

PhoneDialer 4.0:

- Date and Time within the status toolbar (to match screenshots with log)

- Dialog Caption contains the Version of the phone exe to see if the current version has been used for capturing screenshots

PhoneDialer 4.0.0.1:

- When opening phone.exe it will automatically find other windows and place itself left or right of an existing phone.exe and try not to overlap others.

Sourcecode contains all modifications, and the required ATAPI lib also provided from JulMar Technology. Sourcecode is available for download from the Panasonic Web site at: <u>https://panasonic.net/cns/pcc/support/pbx/</u> (Refer to the menu "UC Pro" in the block "Download" on the Web site.) Provided as Visual Studio 2005 project. (Visual Studio 2005 © Microsoft Corporation)

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