

END-USER LICENSE AGREEMENT

Definition:

Licensed Software: HD Visual Communication Mobile

This is a legal Agreement between you and Panasonic Corporation (hereinafter called "The Company") for use of the Licensed Software. Your acceptance of this Agreement is required to use the Licensed Software. Please carefully read this Agreement before using, downloading or installing the Licensed Software. Your using of the Licensed Software, or downloading or installation of the Licensed Software shall be conclusively deemed to constitute your acceptance of the terms of this Agreement. If you do not agree with this Agreement, do not use the Licensed Software, or download, or install the Licensed Software. Parts of this product use Open Source Software supplied based on the conditions of ITU-T-GPLs and/or LGPLs and other conditions (collectively hereinafter called "OSS"). As for such software, such licenses shall be applied. The details of such licenses shall be described the directory located at Dial Screen> Settings Screen>Open Source Software Information.

1. COPYRIGHT

(1) The Company and/or its licensor have all title and right of the Licensed Software. The Company has the right to license or has been granted the right to license the Licensed Software. You acknowledge that you are receiving only a personal, non-transferable and non-exclusive LIMITED LICENSE TO USE the Licensed Software and related documentation, if any, in accordance with the following terms and conditions, and that you shall obtain no title, ownership nor any other rights in or to the Licensed Software and related documentation nor in or to the algorithms, concepts, designs and ideas represented by or incorporated in the Licensed Software and related documentation, all of which title and rights shall remain with The Company and its licensor.

(2) Licensee may make use of video, audio, or other content through transmission, etc., by means of the Software only with the express consent of the owner of any copyright pertaining to said content or to material containing said content. Except where otherwise permitted under the Copyright Law, use of such material without the prior consent of the copyright holder is prohibited by the Copyright Law. Panasonic assumes no responsibility for cases where material subject to copyright is used without consent. Furthermore, Panasonic is not authorized to consent to the use of third-party content.

2. LICENSE

(1) You have the non-exclusive rights to use the Licensed Software on one (1) mobile device(s) owned or managed by you.

3. RESTRICTION

(1) Before you start using the Licensed Software, you shall be purchase the Mobile Activation Key or Mobile Connection Activation Key (sold separately or including the Panasonic HD Visual Communications System) for the Licensed Software and must make back-up copies of valuable files in storage apparatus, such as a floppy disk or hard disk, connected to your mobile device.

(2) You may not make any copies of the Licensed Software and related documentation, provided, however, that you may make reasonable quantities of copies of the Licensed Software solely for backup or archival purposes.

(3) You may not modify, alter or transfer the Licensed Software.

(4) You may not reverse engineer, decompile or disassemble the Licensed Software, except that in European Union and European Free Trade Association, you may have the limited right to reverse engineer, decompile or disassemble the Licensed Software solely to the extent specifically permitted by the terms and conditions of i) Article 6 of the European Community's

Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991); ii) the OSS licenses.

(5) You may not rent or lease the Licensed Software whether with or without charge.

(6) You may not export the Licensed Software in contravention of any applicable export control laws and regulations.

4. LIMITED WARRANTY

The Licensed Software is being delivered to you "AS IS". NEITHER THE COMPANY (including The Company's parent company, affiliate and/or subsidiary, in this Article) NOR ITS LICENSER MAKES OR PASSES ON TO YOU OR OTHER THIRD PARTY, ANY WARRANTY OR REPRESENTATION INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER THE COMPANY NOR ITS LICENSER WARRANTS THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE OR THAT IT WILL MEET YOUR REQUIREMENTS. NEITHER THE COMPANY NOR ITS LICENSER 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. The Company shall not be responsible for modifying the Licensed Software to adapt to your operating system on mobile device as it is or when you change an environment, such as operating system or its version-up.

5. U.S. GOVERNMENT RESTRICTED RIGHTS LEGEND

The Licensed 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 Licensed 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.

6. ASSIGNMENT

You may transfer your right under this Agreement on a permanent basis, provided that you transfer this Agreement, all Licensed Software (including its copies) and all related documentation (including its copies), and the recipient thereof agrees to the terms of this Agreement.

7. TERM

This license is effective until terminated. You may terminate this Agreement at any time by destroying the Licensed Software, related documentation and all copies thereof. This license will also terminate if you fail to comply with any term or condition of this Agreement. Upon such termination, you agree to destroy the Licensed Software, related documentation and all copies thereof.

8. SEVERABILITY

Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to statute or law, and whenever there is any conflict between any provisions of this Agreement and any statute or law, contrary to which the parties have no legal right to contract, the latter shall prevail. In such event, however, the provisions of this Agreement affected shall

be curtailed and limited only to the extent necessary to bring it within the legal requirements.