END-USER LICENSE AGREEMENT

This is a legal Agreement between you and Panasonic Entertainment & Communication Co., Ltd. (hereinafter called "Panasonic") 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 or installing the Licensed Software. Your use or installation of the Licensed Software shall be conclusively deemed to constitute your acceptance of the terms of this Agreement. If you do not accept the terms of this Agreement, do not use or install the Licensed Software.

1. Intellectual Property Rights

Panasonic and/or its licenser have all title and right of the Licensed Software.

Panasonic 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 Panasonic and its licenser.

2. LICENSE

You have the non-exclusive rights to use the Licensed Software(including any updated versions of such software) on your mobile device(s) in connection with your use of Panasonic telephone systems which are compatible with the Licensed Software.

3. RESTRICTION

- (1) Before you start using the Licensed Software, you shall make back-up copies of valuable files in storage apparatus, such as SD or micro SD inserted in 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 Article 6 of the European Community's Directive for the Legal Protection of Computer Programs, OJL 122/42 (17 May 1991).
- (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 PANASONIC (which includes Panasonic Corporation for purposes of this Article 4) 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 PANASONIC NOR ITS LICENSER WARRANTS THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE OR THAT IT WILL

MEET YOUR REQUIREMENTS. NEITHER PANASONIC 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. Panasonic shall not be responsible for modifying the Licensed Software to adapt to your 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

Use, duplication, or disclosure of the Licensed Software by the U.S. Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 for DOD agencies, and subparagraphs (c) (1) and (c) (2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 for other agencies.

6. ASSIGNMENT

Neither this Agreement nor any rights granted hereunder, nor the use of any of the Licensed Software may be assigned, or otherwise transferred, in whole or in part, by you. Panasonic may assign this Agreement in the event of a merger or sale of all or substantially all of the stock assets of Panasonic without the consent of you.

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.

9. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of Japan.

Any disputes arising out of or in connection with this Agreement that cannot be resolved amicably within thirty (30) days as from the date of the initial claim shall be submitted to Tokyo District Court sitting in Tokyo, Japan.

10. RESERVATION OF RIGHTS

Panasonic reserves the right, upon reasonable prior notice, to change or discontinue all or any portion of this Agreement at any time at its sole discretion, provided that, Panasonic provides notice of the change or discontinuance of this Agreement by using a reasonable method (including, but not limited to, on its Web site,

