

## Android Premier OS Maintenance Service Description

### SUPPORT TERMS AND CONDITIONS FOR ANDROID DEVICES (THE “TERMS”)

SUBSCRIPTION TO, RECEIPT AND USE OF THE SERVICE DESCRIBED HEREIN BY THE ENTITY IDENTIFIED IN THE ORDER FORM (“CUSTOMER”, “YOU” OR “YOUR”) TO WHICH THESE TERMS RELATE IS CONDITIONED UPON YOUR ACCEPTANCE OF AND ASSENT AND AGREEMENT TO THESE TERMS (COLLECTIVELY, “ASSENT”), WHICH OCCURS WHEN YOU SUBSCRIBE FOR THE SERVICE BY PLACING AN ORDER WITH PCONA OR ITS RESELLER (AS APPLICABLE) AND EACH TIME YOU ACCESS AND USE THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS IN THE MANNER DESCRIBED IN THE PRECEDING SENTENCE, YOU MAY NOT SUBSCRIBE FOR, RECEIVE OR USE THE SERVICE.

BY ASSENTING TO THE TERMS AS DESCRIBED IN THE IMMEDIATELY PRECEDING PARAGRAPH, THE INDIVIDUAL ASSENTING TO THE TERMS AS DESCRIBED ABOVE REPRESENTS AND WARRANTS THAT HE/SHE IS AN OFFICER OF THE ENTITY IDENTIFIED IN THE ORDER FORM AND HAS THE RIGHT TO BIND AND IS BINDING SUCH ENTITY TO THESE TERMS. SUCH INDIVIDUAL AGREES THAT BY ASSENTING TO THESE TERMS AS DESCRIBED ABOVE, THESE TERMS BECOME YOUR BINDING OBLIGATION AND CONSTITUTE A CONTRACT BETWEEN YOU AND PANASONIC CONNECT NORTH AMERICA (“PCONA”), DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA, A COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF DELAWARE WITH ITS PRINCIPAL PLACE OF BUSINESS AT TWO RIVERFRONT PLAZA, NEWARK, NJ 07102 (“PCONA”, “WE” OR “OUR”). YOU AGREE THAT YOUR PURCHASE ORDER TERMS AND CONDITIONS SHALL NOT APPLY TO YOUR SUBSCRIPTION TO AND USE OF THE SERVICE AND THAT THESE TERMS PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS PROVIDED TO YOU BY A RESELLER ACCEPTING YOUR PURCHASE ORDER FOR THE SERVICE, IF APPLICABLE.

WE RESERVE THE RIGHT TO UPDATE THESE TERMS AT ANY TIME IN ACCORDANCE WITH SECTION 4.4 OF THE TERMS.

1. Definitions. Unless otherwise defined herein, all the capitalized terms herein have the following meanings:

Defined terms	Description
Affiliate(s)	A company or other legal entity that: (a) is controlled by a Party; (b) controls a Party to these Terms; or (c) is under common control with a Party. For the purpose of this definition, “control” means that more than fifty percent (50%) of the shares or ownership interest representing the voting right for the election of directors or persons performing similar functions for such a corporation, company or entity are owned or controlled, directly or indirectly, by the controlling entity.

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THESE TERMS CONSTITUTE CONFIDENTIAL INFORMATION OF PCONA

	Such corporation, company or entity shall be deemed to be an Affiliate so long as such ownership or control exists.
Customer, You or Your	The Party identified in the Order Form that will be bound by these Terms. A CUSTOMER may be a Direct Customer or an Indirect Customer.
Direct Customer	A CUSTOMER that purchases the Service directly from PCONA.
End Of Sale Date	The date designated by PCONA or its Affiliate as the last day that a Target Product will be available for sale to the public.
Force Majeure Events	Acts or circumstances beyond the reasonable control of PCONA and its Affiliates including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
Google	Google LLC and its affiliates.
Indirect Customer	A CUSTOMER that purchases the Service (subject to these Terms) indirectly through a Reseller.
Order Form	The document submitted by CUSTOMER to PCONA or the Reseller .
Purchase Order	A purchase order submitted by the Direct CUSTOMER to PCONA or by the Indirect CUSTOMER to the Reseller, and in either case approved by PCONA from time to time under these Terms for the purchase of the Service by CUSTOMER for Registered Target Products. All Purchase Orders are subject to the terms and conditions contained herein.
Party	Either CUSTOMER or PCONA.
Parties	CUSTOMER and PCONA.
Program	PCONA's then-current program for providing the Service to its customers, as the same may change from time to time.
Quotation	A quotation issued by PCONA or Reseller as applicable to CUSTOMER setting forth the pricing applicable to the Service. Unless otherwise set forth in the Quotation, pricing set forth in the Quotation is valid for thirty (30) days after the date that the Quotation is issued by PCONA (or such other time period specified in the Quotation).
Registered Target Products	has the meaning set forth in Exhibit A.
Reseller	A third-party partner reseller authorized by PCONA to offer the Service (subject to these Terms) to Indirect Customers.
Service	The Panasonic Android OS Premier Service, as described on Exhibit A hereto.
Service Description	The Service Description attached hereto as Exhibit A.
Service Documentation	The then-current release notes for the Service and the then-current user manuals issued by PCONA from time to time applicable to the Service.

Service Fee	Compensation for the Service set forth in a Quotation, as the same may change from time to time as described in these Terms.
Service Term	Has the meaning set forth in Exhibit A.
Target Products	Has the meaning set forth in Exhibit A.
Terms	These Panasonic Service Support Terms and Conditions for Android Support, together with any exhibits attached hereto and/or referenced herein, and any amendments thereto. Any Quotations, any submitted and accepted Purchase Orders are subject to the terms and conditions of these Terms and are incorporated by reference herein.
Territory	means the United States.
Users	Employees or other personnel of CUSTOMER using Registered Target Products.

## 2. The Service.

2.1 During the applicable Service Term, unless earlier terminated as set forth herein, PCONA shall make the Service available to CUSTOMER in accordance with these Terms. CUSTOMER may purchase the Service for Target Products by submitting one or more Purchase Orders to PCONA or Reseller as applicable for the Service as described in Exhibit A, which shall be subject to PCONA's approval. Submission of the Purchase Order by CUSTOMER to PCONA or the Reseller constitutes CUSTOMER's express agreement to purchase the Service for the Target Products identified in the Purchase Order, and that the Purchase Order is subject to the terms and conditions of these Terms (and not any terms and conditions set forth in the Purchase Order). CUSTOMER shall promptly register the Target Products for the Service as described in Exhibit A. CUSTOMER's Affiliates may purchase the Service under these Terms by submitting a Purchase Order. By submitting the Purchase Order, CUSTOMER's Affiliate is expressly agreeing to be bound by the terms and conditions of these Terms with respect to the Service to be provided by PCONA to CUSTOMER's Affiliate under such Purchase Order. Where CUSTOMER's Affiliate is purchasing the Service pursuant to a Purchase Order, references in these Terms to "CUSTOMER" shall be deemed to be references to CUSTOMER's Affiliate issuing the Purchase Order. CUSTOMER shall be responsible for the acts of its Affiliates hereunder and for ensuring that the Affiliates comply with these Terms.

2.2 CUSTOMER acknowledges and agrees that PCONA may change and/or cancel the Program at any time while these Terms are in effect and in such case, PCONA may change the Service in whole or in part or stop providing the Service in whole or in part in its sole discretion. If PCONA stops providing the Service, it may terminate these Terms and the applicable Purchase Order(s), upon notice to CUSTOMER as set forth in Section 4.4 below. In the event of such termination, Section 4.8 shall apply as CUSTOMER's only remedy and PCONA's only obligation.

## 3. Service Area.

In order to purchase the Service pursuant to these Terms, CUSTOMER is required to have its primary business location in the Territory. CUSTOMER represents and warrants to PCONA that CUSTOMER will only place Purchase Orders for the Service under these Terms while CUSTOMER's primary business location is in the Territory. CUSTOMER acknowledges that it may not be able to access the Web Download Server for reasons outside of PCONA's control, including but not limited to the technological limits or limits of the internet service within or outside the Territory.

#### 4. Term and Termination.

4.1 These Terms are effective as of the Effective Date and will continue for so long as the Service is being provided pursuant to one or more Purchase Order(s), unless earlier terminated as provided herein. When the Service is no longer being performed under one or more Purchase Order(s), either Party may terminate these Terms upon thirty (30) days' prior written notice. The Service provided under one or more Purchase Orders shall be provided during the applicable Service Term, as described in Exhibit A, unless earlier terminated as described herein.

4.2 These Terms and any applicable Purchase Order may be immediately terminated by PCONA without liability therefor, acting in its sole discretion, upon notice to CUSTOMER, at any time on or after:

- a) a breach by CUSTOMER of these Terms (other than a breach of Section 15, which is subject to Section 4.2(b) below), where such breach is not cured by CUSTOMER within thirty (30) days after notice thereof is given by PCONA; or
- b) a breach by CUSTOMER of Article 9 (Use Restrictions) or Article 15 (Intellectual Property Rights); or
- c) the bankruptcy or insolvency of CUSTOMER.

4.3 These Terms and any applicable Purchase Order may be immediately terminated by CUSTOMER without liability therefor, acting in its sole discretion, upon notice to PCONA, at any time on or after:

- a) A breach by PCONA of its confidentiality obligations hereunder, where such breach is not cured by PCONA within sixty (60) days after notice thereof is given by CUSTOMER; or
- b) the bankruptcy or insolvency of PCONA.

4.4 PCONA may change, terminate, cancel and/or stop the Service, these Terms and any and all applicable Purchase Order(s) at its sole discretion by providing ninety (90) days' prior notice to CUSTOMER.

4.5 If CUSTOMER objects to any of the changes made by PCONA to the Service as set forth in Section 2.2 or 4.4 above, CUSTOMER may as its sole remedy terminate these Terms and any or all Purchase Orders within thirty (30) days after such change is made by PCONA, by delivering thirty (30) days' prior notice to PCONA or Reseller as applicable.

4.6 If these Terms are terminated, any and all applicable Purchase Order(s) will be terminated automatically.

4.7 If one or more Purchase Orders are terminated in accordance with Section 4.2, CUSTOMER shall be responsible for payment of the full amount of Service Fee for all Registered Target Products for the remaining portion of the then-current Service Term and shall not be entitled to a refund of the balance of the Service Fee.

4.8 If one or more Purchase Orders are terminated in accordance with Sections 4.3 or 4.4, PCONA shall refund a pro-rata portion of the Service Fee to CUSTOMER (for direct CUSTOMERS) or to Reseller (for indirect CUSTOMERS) based on the number of Updates as of the effective date of termination, as PCONA's sole obligation and CUSTOMER's sole remedy.

4.9 Upon termination of a Purchase Order for any reason, PCONA shall stop providing the Service to CUSTOMER as of the effective date of termination, and PCONA shall have no further obligation to provide Updates for the Target Products. CUSTOMER shall be solely responsible for ongoing support of the Target Products from and after the effective date of termination of the Purchase Order.

4.10 Except as expressly stated in these Terms, neither Party may cancel or terminate a Purchase Order, in whole or in part, once the Purchase Order has been approved by PCONA as described herein.

## 5. Target Products.

CUSTOMER shall procure the Target Products and other electronic devices, equipment and/or telecommunication lines necessary for the use of the Service, including without limitation, access to the Web Download Server, at its sole cost and expense. Acquisition of the Target Products is subject to a separate agreement and is not subject to these Terms. CUSTOMER and the Users acknowledge and agree that their access and use of the Web Download Server is subject to the terms and conditions of these Terms.

## 6. CUSTOMER's Obligations.

6.1 CUSTOMER shall and shall cause its Users to comply with the following obligations:

- a) Comply with these Terms.
- b) Use the Registered Target Device in accordance with applicable product documentation.
- c) Use the Service in accordance with the Service Documentation.

6.2 CUSTOMER shall, and shall have its Users, comply with the requests for cooperation and assistance from PCONA and its Affiliates, for the purpose of implementation of the Service.

6.3 Each Party shall respond to the other Party's reasonable inquiries regarding the Service accordingly and in a timely manner.

## 7. Service Fee.

7.1 CUSTOMER shall pay to PCONA or the Reseller, as applicable, the Service Fees applicable to the Service Term in full at the beginning of such Service Term, in accordance with the invoice terms and via payment method separately indicated by PCONA or the Reseller as applicable. Reseller may specify different payment terms for Indirect CUSTOMERs, which shall be set forth in an agreement between the Indirect CUSTOMER and Reseller (and will prevail over Section 7 of these Terms where applicable). If no payment methods are separately indicated by PCONA or the Reseller, Service Fees for the applicable Service Term are due in full within thirty (30) days after the date of invoice. CUSTOMER acknowledges that except as set forth in Section 4.5 of these Terms, the Service Fees are non-refundable, even if CUSTOMER de-registers or replaces a Registered Target Device during the Service Term. For the avoidance of doubt, any Registered Target Device that replaces the prior Registered Target Device shall be subject to a separate Service Fee, unless the replacement Registered Target Device is provided to CUSTOMER by PCONA or its Affiliate pursuant to a warranty entitlement under a separate agreement, if applicable.

7.2 Unless Indirect Customers have agreed to other terms with the Reseller, CUSTOMER shall pay interest at a rate of two and one-half percent (2.5%) per month on all account past due balances (or the maximum interest permitted by applicable law). Said interest shall be computed monthly from the date the amount was due and shall continue to accrue until the date the amount is paid. CUSTOMER shall pay all costs incurred by PCONA or the Reseller in collecting amounts past due including, but not limited to, legal fees. PCONA may suspend performing the Service if CUSTOMER fails to timely pay the Service Fees.

7.3 PCONA or Reseller as applicable may change applicable Service Fees with sixty (60) days' prior notice. Such changed Service Fee will be applied to future new and renewed Service Terms.

## 8. Taxes.

The Service Fees do not include any taxes and other assessments or charges. CUSTOMER shall be solely responsible for paying all federal, state, local, value-added, or any other taxes, assessments or charges or amounts levied in lieu thereof and any interest or penalties thereon, based on these Terms and any individual Purchase Order, except for taxes based on the net income of PCONA or Reseller. CUSTOMER will remit all such charges to the appropriate tax authority unless CUSTOMER provides to PCONA or Reseller as applicable sufficient proof of tax exemption. Taxes and other charges are not included in Service Fee and shall be added to each invoice as separate charges.

## 9. Use Restrictions.

9.1 CUSTOMER shall not, and shall ensure that its Users shall not commit, any of the following:

- a) take any actions that that infringe on or may infringe on intellectual property rights, property, privacy right or other rights of PCONA or third parties.
- b) Copy, modify, assemble, use or distribute Updates, the Web Download Server or other elements of the Service, other than as expressly permitted herein, or reverse-engineering, reverse-compiling or reverse-assembling any of the foregoing items.
- c) take any actions that adversely affects PSSSA's or its Affiliates' reputation or that are detrimental to PCONA, its Affiliates, its suppliers, and/or its agents.
- d) take any actions that violate or may violate applicable laws, regulations, or ordinances, including, without limitation, all applicable export, sanctions and data privacy laws.

## 10. Indemnification by CUSTOMER.

CUSTOMER shall defend, indemnify and hold PCONA and its Affiliates, and its and their employees and agents (the "PCONA Indemnified Parties") harmless from and against any third-party claims, damages and expenses (including reasonable attorneys' fees) incurred by the PCONA Indemnified Parties arising out of or related to: (a) CUSTOMER's breach of its obligations under these Terms; and (b) gross negligence or willful misconduct of CUSTOMER and its Users.

## 11. Indemnification by PCONA.

PCONA shall defend, indemnify and hold CUSTOMER harmless from and against any third-party claims, damages and expenses (including reasonable attorneys' fees) incurred by CUSTOMER arising out of or related to PCONA's gross negligence or willful misconduct in the provision of the Service under these Terms.

## 12. Indemnification Procedure.

The Party seeking to be indemnified shall promptly notify the indemnifying Party of the claim, and the indemnifying Party shall have the exclusive right to defend or settle the claim at the indemnifying Party's expense, provided that the indemnified Party shall have the right to approve any settlement of the claim, such approval not to be unreasonably withheld or delayed. The indemnified Party shall reasonably cooperate with the defense or settlement of the claim at the indemnifying Party's cost and expense.

13. Warranties; Disclaimers of Warranties; Limitation of Liability.

13.1 PCONA represents and warrants that, subject to payment of the Service Fee and during the applicable Service Term, the Service will be provided by PCONA in a workmanlike manner in accordance with industry standards. CUSTOMER shall promptly notify PCONA during the applicable Service Term of any failure to comply with the foregoing warranty and in such case PCONA shall exercise commercially reasonable efforts to re-perform the Service so that it conforms to the warranty set forth in the immediately preceding sentence. If PCONA is unable to perform the Service in accordance with the warranty set forth in the first sentence of this Section 13.1 after exercising commercially reasonable efforts to do so, PCONA may terminate the Purchase Order for the affected Service and in such case shall promptly refund a pro rata amount of prepaid but unused Service Fees. The foregoing is CUSTOMER's sole and exclusive remedy and PCONA's entire remedy for a breach of warranty.

13.2 EXCEPT AS SET FORTH IN SECTION 13.1 ABOVE, THE SERVICE IS PROVIDED ON AN "AS-IS" BASIS TO CUSTOMER, AND CUSTOMER SHALL USE THE SERVICE AT CUSTOMER'S OWN RISK. PCONA AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY OF NON – INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF BUSINESS OR TRADE. PCONA AND ITS AFFILIATES MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, INTEGRITY, APPROPRIATENESS, RELIABILITY, OR TIMELINESS OF THE SERVICE OR ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. FOR THE AVOIDANCE OF DOUBT, CUSTOMER ACKNOWLEDGES AND AGREES THAT PCONA MAKES NO REPRESENTATIONS OR WARRANTIES: (A) THAT THE SERVICE WILL PREVENT ALL DATA SECURITY BREACHES AND/OR THAT THE SERVICE WILL CORRECT ALL ERRORS OR DEFICIENCIES IN THE OS AND/OR THE TARGET PRODUCTS; AND (B) THE SUFFICIENCY OR AVAILABILITY OF ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES.

13.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, DAMAGES DUE TO LATE DELIVERY, LOST DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, INCLUDING LOSS OR CORRUPTION OF DATA AS WELL AS OTHER UNPREDICTABLE DAMAGE OR LOSS. The Service may be subject to limitations, failures, delays, and/or other matters inherent to the use of the internet, electronic communications and/or devices that are outside of PCONA's control. PCONA and/or its Affiliates will under no circumstance be responsible or liable for any damage, loss of liabilities arising therefrom, or issues not caused by, or under the control of, PCONA and/or its Affiliates, including, without limitation, the following: (a) CUSTOMER's violation of any provision of these Terms; (b) Suspension of the Service pursuant to Section 14; (c) damage due to destruction, disappearance etc. of CUSTOMER's Confidential Information or Personal Information; (d) PCONA's facility outage or equipment failure caused by reasons not attributable to PCONA and/or its Affiliates or agents; (e) Force Majeure Events; and/or (f) other damages not attributable to PCONA..

13.4 EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT IN ANY EVENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO PCONA OR RESELLER UNDER THE

PURCHASE ORDER GIVING RISE TO LIABILITY HEREUNDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

13.5 THE LIMITATIONS OF LIABILITY SET FORTH IN SECTIONS 13.3 and 13.4 WILL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THESE TERMS.

#### 14. Disruption/Suspension of the Service.

PCONA may disrupt/suspend CUSTOMER's use of the Web Download Server with or without notice to CUSTOMER in the following cases:

- a) Emergency or, upon prior notice through PCONA's then-current communication practices, periodic maintenance and inspection to systems related to the Service.
- b) Force Majeure Events.
- c) PCONA's facility outage or equipment failure caused by reasons not attributable to PCONA and/or its Affiliates or agents.
- d) Operational, legal or technological reasons that make PCONA unable to continue providing the Service.
- e) CUSTOMER's breach of its obligations herein.

#### 15. Intellectual Property Rights.

PCONA, its Affiliates and/or its licensors, as the case may be, owns and retains all rights, title and interest in and to the Service, any Updates provided thereunder, and the Web Download Server, including all intellectual property rights embodied therein, and CUSTOMER shall have no rights with respect thereto other than the rights expressly granted in these Terms. PCONA reserves all rights not expressly granted hereunder. CUSTOMER shall not copy, decompile, reverse engineer, and/or distribute the Service, including any Updates and the Web Download Server. CUSTOMER shall immediately notify PCONA in writing if CUSTOMER receives any notice from any third party regarding the infringement of intellectual property rights of such third party with respect to the Service, any Updates and the Web Download Server and/or if any conflict between CUSTOMER and any third party arises with respect to the Service, any Updates and the Web Download Server. Notwithstanding the foregoing, to the extent any portion of the Service (including, without limitation, any Updates provided pursuant to the Service) includes open source software and/or third party software, such open source software and/or third party software, as applicable, may be subject to the terms and conditions of the applicable open source license and/or the applicable third party license and not these Terms. Current open source software and third-party software that may be included with the Service are described on as Exhibit C attached hereto. CUSTOMER shall comply with such open source and third-party license terms and conditions.

#### 16. Confidentiality.

16.1 CUSTOMER and PCONA agree to keep information of the disclosing Party that is of a confidential, proprietary nature, such as materials, data, method, know-how or any other business, technical or financial information, that is disclosed by the disclosing Party to the receiving Party in the course of exercising its rights and fulfilling its obligations (collectively, the "Confidential Information") confidential and will not use it except for the purpose of exercising its rights and fulfilling its obligations imposed hereunder or as otherwise permitted in Section 17. Information will be considered Confidential Information if it is marked as "CONFIDENTIAL" or if a reasonable person under similar circumstances would consider the information to be confidential in nature.



Except as otherwise set forth in these Terms, the receiving Party shall not disclose the Confidential Information of the disclosing Party to third parties without the prior consent of the disclosing Party. Without limitation, Indirect CUSTOMER acknowledges and agrees that PCONA may disclose the Indirect CUSTOMER's Confidential Information to the Reseller as reasonably required to process Purchase Orders for the Service and perform the Service hereunder. Notwithstanding the foregoing, information that falls into one of the exceptions a) to d) below shall not be regarded as Confidential Information:

a) Information known by the receiving Party at the time of disclosure;

b) Information of the disclosing Party that became publicly known due to reasons not attributable to the receiving Party;

c) Information acquired from a third party by the receiving Party without obligation of confidentiality before or after disclosure; and

d) Information independently developed by the receiving Party without reference to the disclosing Party's Confidential Information.

16.2 Promptly upon the expiration or termination of these Terms or upon the disclosing Party's written request, the receiving Party shall return to the disclosing Party or destroy all Confidential Information received under these Terms and all copies of such Confidential Information, if any, and destroy all notes and analyses created by the receiving Party from information contained in the Confidential Information, except that PCONA may keep such information of CUSTOMER as it reasonably requires for record keeping purposes. Further, subject to the preceding sentence, at the disclosing Party's request, the receiving Party shall provide the disclosing Party with a written statement certifying that all of such Confidential Information has been returned or destroyed.

16.3 If the receiving Party is legally required to disclose the Confidential Information of the disclosing Party by law or pursuant to the order of a court or a governmental agency, it shall, unless legally prohibited, promptly notify the disclosing Party to that effect, in order to give the disclosing Party the opportunity to seek such protection for its Confidential Information as it deems appropriate. Such required disclosure shall not be construed as a breach of these Terms.

16.4 The confidentiality obligations provided for in this Article shall continue three (3) years after termination or expiration of these Terms except that if information is a trade secret of the disclosing Party, such Confidential Information shall remain confidential and subject to this Section 16 for such three (3) year period and thereafter for so long as such Confidential Information is a trade secret.

16.5 CUSTOMER acknowledges and agrees that PCONA may collect, use and share statistical information and data relating to CUSTOMER's receipt and use of the Service, provided that PCONA shall only share such data with third parties (other than in furtherance of providing the Service as described herein) in a way that does not specifically identify CUSTOMER or any USER.

## 17. Personal Data Protection.

17.1 PCONA will handle any CUSTOMER personally identifiable information ("Personal Information") collected in the course of providing the Service, in accordance with any applicable data protection laws and regulations and Panasonic North America's then-current privacy policy. CUSTOMER shall limit the Personal Information that it provides to PCONA to the name, physical and email addresses of Users, and shall not provide any other Personal Information to PCONA without PCONA's prior written agreement.

17.2 PCONA shall not provide Personal Information to a third party (other than its Affiliates, Resellers and Google) without the consent of Users except as permitted by the applicable laws and regulations and as set forth in the PCONA Privacy Policy. In case of a delegation of handling of Personal Information to a third party, PCONA may provide Personal Information to such third party without obtaining Users' consent but PCONA shall remain responsible for such third party's handling of Personal Information in accordance with the Terms.

17.3 CUSTOMER represents and warrants to PCONA that it has the lawful authority to provide any and all Personal Information to PCONA, and when required by law, it has provided all necessary notice of its intent, and obtained all necessary consent required, to provide such Personal Information to PCONA.

#### 18. Notices.

Any notice, request, consent or demand given or required to be given under these Terms shall be effective only if in writing and shall be deemed to have been given when mailed by first-class registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses of the Parties as follows:

To: Panasonic System Solutions Company of North America  
Attn: VP of Operations  
Two Riverfront Plaza, Newark NJ 07102

To: CUSTOMER, to the contact person set forth in the Order Form.

Notwithstanding the foregoing, PCONA may provide notices to Customer solely by email about the Service, including without limitation, relating to fee increases, policy changes and operational issues, without mailing the notice as set forth above.

#### 19. Assignment.

19.1 Subject to Section 19.2 below, neither these Terms nor any interest herein nor any of the rights and obligations of a Party hereunder may be directly or indirectly assigned, sold, delegated or otherwise disposed of by such Party, in whole or in part, without prior written consent of the other Party, which may be withheld in the other Party's sole discretion. Any attempted assignment contrary to the terms hereof shall be null and void and of no force or effect.

19.2 Notwithstanding Section 19.1 above, PCONA may assign all or any part of its obligations under these Terms to a PCONA Affiliate or subcontractor provided that such PCONA Affiliate or subcontractor complies with all the obligations imposed on PCONA under these Terms. PCONA will be responsible for the Affiliate's or subcontractor's compliance with the terms of these Terms.

#### 20. Compliance with Laws.

Each Party agrees to comply with all laws, regulations and ordinances applicable to the operation of its business. PCONA agrees to comply with laws, regulations and ordinances applicable to its provision of the Service, but CUSTOMER acknowledges and agrees that PCONA does not undertake compliance with laws, regulations and ordinances applicable to CUSTOMER's business or industry. CUSTOMER agrees to comply with laws, regulations and ordinances applicable to its receipt and use of the Service.

#### 21. Entire Agreement; Order of Precedence.

These Terms represents the entire agreement and understanding between CUSTOMER and PCONA regarding the Service and supersedes any prior or other related agreements or understandings between the Parties with respect to the subject matter hereof. If there is a conflict between these Terms and/or Service Order Form and any Reseller terms and conditions (as applicable to Indirect CUSTOMERS), these Terms will prevail with respect to the terms that are subject to the conflict. While CUSTOMER may use its Purchase Order to order the Service as a convenience, no terms and conditions of such Purchase Order shall apply to these Terms and the Service.

## 22. Miscellaneous.

22.1 These Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York of U.S.A. without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York. If a good faith dispute regarding these Terms and/or any Purchase Order arises between the Parties (a "Dispute"), either Party shall notify the other of the Dispute and within thirty (30) days after receipt of such notice, senior representatives of the Parties shall meet and in good faith attempt to resolve the Dispute. If the Parties are unable to resolve the Dispute during such thirty (30) day period after exercising good faith efforts to do so, either Party may submit the Dispute to binding arbitration under the rules of the American Arbitration Association. The Parties agree to forego litigation of Disputes. Arbitration shall take place in New York, New York and shall be governed by the Federal Arbitration Act. Either Party may enforce any arbitration result in a court of competent jurisdiction. The foregoing is not intended to restrict a Party's right to seek equitable relief to enforce its rights in any court of competent jurisdiction. Any Disputes arising from these Terms must be submitted to arbitration pursuant to this Section 21.1 within one (1) year of the occurrence of the events giving rise to the Dispute. The Parties waive the right to participate in any class action arising from these Terms. Unless otherwise ruled by the arbitrator(s), each Party shall pay its own costs and expenses incurred in the arbitration process. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of the Dispute and any arbitration hereunder without the prior written consent of both Parties, with the sole exception of the filing of any arbitration award in a court of competent jurisdiction.

22.2 If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

22.3 Provisions of these Terms which by their nature should apply beyond their term will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Warranties and Limitation of Liability, Intellectual Property Rights, Confidentiality, and Miscellaneous.

22.4 No waiver by PCONA of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by PCONA. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these Terms operate, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22.5 Except where expressly contemplated herein, the Terms may only be amended or modified in a writing stating specifically that it amends these terms and is signed by an authorized representative of each Party.

## Exhibit A

### Service Description

**Provision of Updates.** Pursuant to the Service and subject to CUSTOMER's payment of all applicable Service Fees, PCONA will make available to CUSTOMER during the applicable Service Term (as defined below) the Android Operating System ("OS") bug fixes ("General Updates") and security updates ("Security Updates") for the Registered Target Products (as defined below) that PCONA's Affiliate makes generally available to its customers subscribing for the Service (collectively, the General Updates and the Security Updates are referred to as the "Updates"). Security Updates generally consist of patches to help protect the OS and the Target Products from publicly known security vulnerabilities. General Updates generally consist of patches to help the OS and the Target Products operate in accordance with then-current specifications. PCONA will provide CUSTOMER with a list of the then-current Target Products to which the Service applies upon CUSTOMER's request. The Target Products to which the Service applies shall change from time to time as determined by PCONA in its sole discretion. The Updates may be based on OS bug fixes and/or security releases made available from time to time by Google, as modified by PCONA's Affiliate for the Target Products. Google generally publishes the "Android Security Bulletin" on a monthly basis, which provides security releases for products that are currently supported by Google. Google also periodically makes OS bug fixes available for supported versions of the OS. The Service is in addition to any standard support or warranty to which CUSTOMER may be entitled, and the standard support or warranty may be effective at the same time as Customer is receiving the Service hereunder. These Terms do not apply to the standard support or warranty to which CUSTOMER may be entitled under a separate arrangement.

While PCONA exercises commercially reasonable efforts to make an Update available to CUSTOMER every forty-five (45) days during the Service Term, PCONA does not control the frequency with which Google makes its bug fixes and security releases available. PCONA further does not control Google's support decisions with respect to the OS. CUSTOMER acknowledges that the frequency of Updates may be different for OS versions not actively supported by Google.

So long as CUSTOMER is subscribing and paying for the Service, PCONA will exercise commercially reasonable efforts to make Updates available to CUSTOMER for the original OS version and future OS versions, as supported on the Target Products for up to three (3) years after PCONA or its Affiliate announces the End Of Sale Date for the applicable model of the Target Product. PCONA will exercise commercially reasonable efforts to continue to provide Updates for OS versions so long as there are no technical, legal or contractual restrictions (by Google or otherwise) that would prohibit delivery of such Updates by PCONA.

When Google has ended security and version support for an OS release, PCONA will continue to exercise commercially reasonable efforts to monitor newer OS monthly updates from Google and will analyze each vulnerability and error identified by Google in the Android Security Bulletin and other releases to determine if the vulnerability and/or error may affect an older OS version. If applicable and feasible, PCONA's Affiliate will utilize and "backport" that update into the latest Update. For purposes of this Service Description, "backport" means adapting a current OS patch for an older OS version. Backporting can only be done where the functionality exists in the previous OS release and will not cause instability or incompatibility with the previous OS release. PCONA cannot guarantee that all vulnerabilities and/or errors will be patched, particularly after Google has ended security and version support for an OS release and PCONA is providing the Update for prior OS releases by backport.

**Service Term.** The Service shall commence on the date that the initial registration of the Registered Target Product occurs and continues for one (1) year thereafter, unless a different time period is specified in the Quotation ("Initial Service Term"). After that, the Initial Service Term shall automatically renew for additional terms of one year each, subject to timely payment of applicable fees, unless either Party notifies the

other Party at least sixty (60) days' in advance of the end of the then-current term of its intention to not renew the Service at the end of such term. The Initial Service Term, together with any subsequent renewal terms, is referred to as the "Service Term". If CUSTOMER adds Registered Target Products during the Initial Service Term or any subsequent renewal term, the term of the Service for those additional Registered Target Products shall be co-terminus with the remainder of the then-current Service Term. The Service Term shall be subject to earlier termination as provided in Section 4 of the Terms.

**Service Availability.** CUSTOMER acknowledges and agrees that the eligibility of the Target Products for coverage by the Service commences on the date of initial sale of the Target Products to the public and continues for three (3) years following the End Of Sale Date of that Target Product ("Eligibility Period"). PCONA generally tries to make the Service available for a Registered Target Product for five (5) years from initial sale of the Target Products to the public. However, depending upon when Customer purchases the Target Product and the Service during this Eligibility Period, the remaining Eligibility Period of the Service may be less than five (5) years. Upon the End of Sale Date of any such Target Product, CUSTOMER's remaining Service Term for such Target Product shall not exceed, or shall be reduced so as not to exceed, three (3) years after the End Of Sale Date, unless otherwise agreed by the Parties.

**CUSTOMER's Responsibilities.** It is CUSTOMER's responsibility to notify Users of the availability of Updates and to promptly load all Updates for the Registered Target Products. PCONA shall exercise commercially reasonable efforts to inform CUSTOMER's designated representative (as identified in the Service Order Form) when an Update is available through PCONA's then-current communication practices. An individual Update may be comprised of multiple General Updates and Security Updates, and CUSTOMER is required to load the entire Update. Updates shall be made available to CUSTOMER through PCONA's Affiliate's web download server (the "Web Download Server"). CUSTOMER agrees that only employees or agents of CUSTOMER that have completed the registration process on the Web Download Server may access and use the Web Download Server. While PCONA uses commercially reasonable efforts to make the Web Download Server reasonably available to CUSTOMER in order to load Updates, PCONA cannot guarantee the availability of the Web Download Server. PCONA shall exercise commercially reasonable efforts to place advance notice of planned downtime on the Web Download Server. CUSTOMER agrees that it will use the Web Download Server solely during the Service Term solely as required to load Updates for Registered Target Products and for no other purpose. CUSTOMER will not copy, reverse engineer, modify, create derivative works of or otherwise use the Web Download Server for a purpose not permitted herein.

PCONA permits CUSTOMER to test the Update on a Registered Target Product before making it available to Users of the Registered Target Products. If CUSTOMER believes that there is an issue with an Update, it shall promptly contact PCONA by emailing its assigned technical representative or calling 1-800-Laptop5. PCONA will use commercially reasonable efforts to resolve CUSTOMER's issue with the Update.

PCONA strongly encourages CUSTOMER to promptly load all Updates for Registered Target Products. CUSTOMER acknowledges and agrees that the Service alone cannot guarantee that a device is protected from all possible vulnerabilities. CUSTOMER acknowledges that the Service is designed to be used in conjunction with other industry standard security safeguards, and CUSTOMER is responsible for installing those other updates and patches (along with the Updates) as part of a comprehensive overall device and data protection strategy. PCONA and its Affiliates assume no liability for OS failures or security breaches that may occur, even if CUSTOMER is enrolled for the Service and has loaded the Updates.

CUSTOMER acknowledges that starting with Android 8.0 (Oreo), Updates cannot be uninstalled or reversed.

**Registration of Target Products for the Service.** Except as otherwise agreed to by the Parties, CUSTOMER shall initially register any and all Target Products that will be covered by the Service no later than ninety (90) days after the purchase of such Target Products. In order to register Target Products, CUSTOMER shall agree to these Terms as described herein and provide PCONA or Reseller as applicable with a Purchase Order and Service Order Form setting forth a list of serial numbers of the Target Products to be covered by the Service (each registered Target Product as described above is referred to as a “Registered Target Product”). Any Purchase Order and Service Order Form issued hereunder by CUSTOMER shall be subject to PCONA’s approval. Each quarter thereafter, CUSTOMER will provide PCONA or Reseller as applicable with a Purchase Order and Service Order Form setting forth information about additional Target Products to be covered by the Service and/or Registered Target Products to be removed from the Service. PCONA will confirm CUSTOMER’s registration of the Target Products after completion of the registration of the Target Products. CUSTOMER may only apply Updates to Registered Target Products. CUSTOMER acknowledges that it may not be able to load Updates with respect to a Target Product until PCONA has fully processed CUSTOMER’s registration request for that Target Product. Updates released prior to registration of a Target Product may not be able to be applied to such Target Product.

PCONA may reject a Purchase Order submitted by CUSTOMER (or submitted by Reseller on an Indirect CUSTOMER’s behalf) in its sole discretion, including for the following reasons: (a) CUSTOMER does not satisfy the necessary technical requirements and conditions for the Service; (b) CUSTOMER is in breach of these Terms; and/or (c) CUSTOMER provides inappropriate, missing, incomplete or false information on the Purchase Order.

**Critical Issues Resolution.**

In case of a critical Android security vulnerability which has the potential of significant disruption to Customer business, as mutually determined by PCONA and Customer, PCONA will reasonably support via Security Updates, any actions deemed necessary to address and satisfy the concerns of the Customer.

**Service Term.** This Service shall commence on the date that the purchase of the Target Product occurs and continues for one (1) year after the End Of Sale Date for the applicable model of the Target Product. The Service Term shall be subject to earlier termination as provided in Section 4 of the Agreement.

**Service Availability.** PCONA acknowledges and agrees that the eligibility of the Target Products for coverage by the Service commences on the date of initial sale of the Target Products to the public and continues for one (1) year following the End Of Sale Date of that Target Product (“Eligibility Period”).

Customer acknowledges and agrees that the Service alone cannot guarantee that a device is protected from all possible vulnerabilities. Customer acknowledges that the Service is designed to be used in conjunction with other industry standard security safeguards. PCONA and its Affiliates assume no liability for OS failures or security breaches that may occur and that are outside of PCONA’s and/or its Affiliates’ control.

**CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THESE TERMS, INCLUDING, WITHOUT LIMITATION, THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY CONTAINED THEREIN.**

## Exhibit B

### Open Source Software and Third-Party Software

(as referenced in Section 15 above)

For a description of open source and third party software, please refer to the Operating Instructions (found at <https://pc-dl.panasonic.co.jp/dl/docs/078266?dc%5B%5D=002005&no=18&p1=220&p2=2200641&score=1.0&sri=14165278&trnorg=2>).

For more details on the relevant open source and third party software (including license information of GPL v2.0 and LGPL) and related licenses, please refer to the information displayed on the following screen of the Registered Device: swipe up the home screen, and then in the app list, tap [Settings] -> [System] -> [About tablet] -> [Legal information].