TOUGHBOOK GUARD HARDWARE SECURITY FIRMWARE SOLUTION END USER LICENSE AGREEMENT (for North American Market)

THE RECEIPT AND USE OF THE TOUGHBOOK GUARD HARDWARE SECURITY FIRMWARE SOLUTION ("SOFTWARE") 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 AGREEMENT TO THESE TERMS, WHICH OCCURS WHEN YOUR AUTHORIZED REPRESENTATIVE CLICKS THE "I AGREE" BOX. 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 SOFTWARE.

BY CLICKING ON THE "I ACCEPT" BOX, THE INDIVIDUAL COMPLETING THE ORDER FORM AND ACCEPTING THE TERMS OF THIS SOFTWARE END USER LICENSE AGREEMENT ("THE AGREEMENT") REPRESENTS AND WARRANTS THAT HE/SHE IS AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF THE ENTITY IDENTIFIED IN THE ORDER FORM AND HAS THE RIGHT TO BIND AND IS BINDING SUCH ENTITY TO THIS AGREEMENT. SUCH INDIVIDUAL AGREES THAT BY CLICKING ON THE "I AGREE" BOX, THESE TERMS BECOME YOUR BINDING OBLIGATION AND CONSTITUTE A CONTRACT BETWEEN YOU AND PANASONIC CONNECT NORTH AMERICA, A DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA, A DELAWARE CORPORATION, WITH ITS PRINCIPAL PLACE OF BUSINESS AT TWO RIVERFRONT PLAZA, NEWARK, NJ 07102 ("PANASONIC", "WE" OR "OUR").

WE RESERVE THE RIGHT TO UPDATE THE TERMS OF THIS AGREEMENT AT ANY TIME. PANASONIC WILL MAKE A REASONABLE EFFORT TO NOTIFY USERS OF ANY SUCH UPDATES AND ANY USE OF THE SOFTWARE BY YOU AFTER SUCH NOTICE CONSTITUTES ACCEPTANCE OF SUCH UPDATES.

The parties therefore agree as follows:

1. DEFINITIONS

In this Agreement, the following definitions apply:

"**Aggregated Statistics**" means information related to Customer's use of the Software that Panasonic uses in an aggregated and anonymized manner to compile statistical and performance information related to the Software's operations.

"**Aggregate User Data**" means information that relates to a group or category of Authorized Users, from which the Authorized Users' identities have been removed and that is not linked or reasonably linkable (including by the use of a device) to any Authorized User.

"**Authorized User**" means any end user of Customer's whom Customer authorizes to access and use the Software in accordance with this Agreement.

"**Customer Data**" means information and other content that Customer or any Authorized User submits, transmits, or makes available through the Software or that Panasonic otherwise processes on behalf of the Customer.

"**Data Protection Laws**" means laws regarding data protection and privacy applicable to this Agreement, including any amendments thereto and regulations promulgated thereunder by any country, state, or other jurisdiction, including where any of the Customer Data is received, collected, hosted, stored, handled, processed, or transmitted pursuant to the terms of this Agreement.

"**De-identified Data**" means information regarding Authorized Users that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to an individual Authorized User.

"**Documentation**" means documents and materials that Panasonic makes available to Customer that describe the Software's functionality, components, features, or requirements.

"**Hardware**" means the device(s) on which the Software is installed.

"**Security Features**" means any and all security-related functions and capabilities provided by the Software.

"**Intellectual Property Right**" means any patent, copyright, trade secret, trademark (registered or unregistered, including service marks), know-how, utility certificate, utility model, database right, industrial design right, circuit layout, and any other right resulting from intellectual activity in the industrial, scientific, literary and artistic fields, and all registrations, applications, renewals, extensions, combinations, divisions, continuations, or any derivative works or reissues of the foregoing, whether arising by operation of law, treaty, contract, license or otherwise.

"**Non-Party Products**" means any products that neither Panasonic nor Customer owns, creates or manufactures, but which are provided with or incorporated into the Software.

"**Panasonic Technology**" means Panasonic's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information included or embodied in the Software.

"**Reseller**" means a third-party reseller authorized by Panasonic to offer the Software installed in the Hardware to Customers subject to the terms of this Agreement.

"**Software**" means the ToughBook Guard Hardware Security Firmware Solutions and its constituent parts, including but not limited to, the source code, binaries, documentation, and any other materials related thereto, owned and provided by Panasonic hereunder, for utilizing the Security Features on the Hardware, including any additional updates and modifications.

"**Territory**" means the United States of America.

2. THE SOFTWARE LICENSE GRANT AND RESTRICTIONS.

2.1 License Grant. Subject to the terms of this Agreement, Panasonic grants to You a limited, non-exclusive and non-transferable and non-sublicensable license in the Territory, to download, install and use the Software only with the Hardware during the Term for your internal use by Authorized Users strictly in accordance with the terms of this Agreement and the Documentation.

2.2 License Restrictions. You shall not:

a) use the Software in any way that is contrary to the purposes described in the Documentation or move the Software licenses between the users;

b) copy the Software, except as expressly permitted by this license;

c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software;

d) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, including any copy thereof;

f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time;

g) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software;

h) perform or disclose any benchmarking or performance testing data of the Software or Documentation,

i) disclose the Software or the Documentation, including any underlying data or Software content, without Panasonic's explicit, written consent, or

j) use the Software or Documentation for any purpose that violates any Intellectual Property Right, or that otherwise violates any law or regulation, or that is not otherwise provided for under this Agreement.

2.3 Documentation License. Subject to the terms set forth herein, Panasonic grants to Customer a limited non-exclusive, non-sublicensable, non-transferable, revocable license in the Territory to internally use the Documentation during the Term exclusively in connection with Customer's use of the Software in the Hardware.

2.4 Reservation of Rights. You acknowledge and agree that the Software is provided under license, and not sold, to You. You do not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Panasonic and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Software, including all Intellectual Property Rights therein or relating thereto, except as expressly granted to You in this Agreement.

2.5 Anonymization and Aggregation of Data. Panasonic may anonymize and aggregate all Customer Data to produce Aggregated Statistics, Aggregated User Data, and De-identified Data.

2.6 Collection of Data. Panasonic may monitor Authorized Users' use of the Software and collect and compile Aggregated Statistics, Aggregated User Data, and De-identified Data. Panasonic will own all right, title, and interest in and to Aggregated Statistics, Aggregated User Data, and De-identified Data, including all Intellectual Property Rights inherent or embodied in those statistics and

data or as embedded within the Software. Panasonic may use Aggregated Statistics, Aggregated User Data, and De-identified Data for any lawful purpose.

2.7 Subcontractors. Panasonic may use qualified subcontractors or other non-parties, in the United States and in other countries, to perform or contribute to any aspect of the Software and may share or disclose Customer Data to such qualified subcontractors accordingly. Panasonic is responsible for the performance of any of its subcontractors in connection with the Software.

3. CUSTOMER OBLIGATIONS

3.1 Use of the Software. Customer is responsible for all uses of the Software and Documentation that result from access that Customer provides, whether or not this Agreement permits those uses. Customer is responsible for all acts and omissions of Authorized Users, and an Authorized User's act or omission that would constitute a breach of this Agreement if Customer had been responsible for the act or omission will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's requirements that apply to Authorized Users' use of the Software and shall require Authorized Users to comply with these requirements.

3.2 Invoicing and Payment. Panasonic will not be responsible for any invoicing or payment disputes between Reseller and Customer and Customer shall indemnify Panasonic from any claims, liabilities, damages and expenses arising out of or related to such disputes.

3.3 Compliance with Laws. Customer shall comply with all laws in connection with Customer's use of the Software, including but not limited to Data Protection Laws.

3.4 Unauthorized Uses. In addition to the License Restrictions set forth above, Customer shall: (a) immediately notify Panasonic of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Software; (b) immediately report to Panasonic and use reasonable efforts to stop immediately any known copying or distribution of the Software's content; and (c) not impersonate a Panasonic user or provide false identity information to gain access to or use the Software.

3.5 Security. User information and passwords for access to the Software are deemed to be Confidential Information of Authorized Users under **Section 6** of this Agreement, and if put into writing, Customer shall store such Confidential Information in a secure manner, with at least the same degree of care that Customer uses to protect its own confidential or proprietary information, to reasonably prevent unauthorized use of the Software. Any failure to comply with this **Section 3.5** will be a material breach of this Agreement.

3.6 Passwords. The Software has several tools that allow You to record and store information. You are responsible for taking all reasonable steps to ensure that only authorized persons shall have access to your passwords or accounts. It is your sole responsibility to (a) control the dissemination and use of your sign-in name, screen name and passwords; bi) authorize, monitor, and control access to and use of your account and password; and (c) promptly inform Company if You believe your account or password has been compromised or if there is any other reason You need to deactivate a password.

4. UPDATES

4.1 Updates. Panasonic may from time to time in its sole discretion develop and provide updates to the Software. Such updates may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Panasonic has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the settings of your device, when your hardware device is connected to the internet and You have installed the Software on that device, either: (a) the Software will automatically download and install all available Updates; or (b) You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Software or portions thereof may not properly operate on your hardware device should You fail to do so or if the Software is not deployed in the optimum operating environment in accordance with the Documentation. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.

4.2 Non-Party Products. Panasonic's liability to Customer for Non-Party Products in the Software will be limited to the terms and conditions that apply to the supplier of the Non-Party Products.

5. DATA PROTECTION AND SECURITY

5.1 Responsibility for Customer Data. Customer will be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and Intellectual Property Rights ownership or right to use Customer Data. Panasonic will not be liable to Customer for the deletion, correction, destruction, damage, loss or failure to store Customer Data. Customer further represents and warrants that it has provided or will provide all legally-required notices, has obtained or will obtain all legally-required consents and is otherwise compliant with all laws to ensure that Customer and Panasonic may collect, use, disclose, and otherwise process Customer Data in accordance with this Agreement without violating any laws.

5.2 Compliance with Data Protection laws. (a) Panasonic shall provide all information and cooperation as Licensee may require to enable Licensee to comply with the Data Protection Laws, and shall not take or omit to take any action that might cause Licensee or any of its subsidiaries or affiliates to be in violation of any Data Protection Laws. (b) Panasonic shall comply with the Data Protection Laws in furnishing the Software. Customer will be the data controller and Panasonic will be the data processor with respect to Customer Data. (c) Panasonic represents that it has put into place and hereby agrees to maintain, reasonable data security measures to ensure that Customer Data is protected against loss, damage, or unauthorized collection, handling, processing, disclosure, usage and/or storage in accordance with the standards and requirements set forth in the Data Protection Laws.

The parties further agree that: (i) Panasonic is a service provider for Customer; (ii) Panasonic is processing and will process Customer Data solely on behalf of Customer; (iii) Customer is disclosing Customer Data to Panasonic for the business purpose of Customer's use of the Software and Panasonic performing the services with respect to the Software; and (iv) Customer's disclosure of Customer Data to Panasonic is necessary to use the Software and perform the services by Panasonic with respect to the Software. (d) Panasonic will **not** do any of the following:(i) Collect or use Customer

Data except as necessary to perform the services with respect to the Software; (ii) Retain, use, or disclose Customer Data for any purpose, including a commercial purpose, other than for the specific purpose of using the Software or performing the services as specified herein; (iii) Retain, use, or disclose Customer Data except to process or maintain the data on behalf of Customer and in compliance with this Agreement; or (iv) Sell Customer Data to another person or entity. (e) Upon written request of Customer, Panasonic agrees to make diligent and reasonable efforts to assist Customer in complying with its obligations under the California Consumer Privacy Act (CCPA) or other similar laws to respond to a consumer request to exercise their right(s) under the CCPA with respect to Customer Data. For any consumer's request to exercise their rights under the CCPA made directly to Panasonic, Panasonic will promptly notify Customer of such request and shall not respond to the request except to direct such consumer to contact Customer.

6. CONFIDENTIALITY

6.1 Each party shall keep in confidence any technical, financial or business assets, facts, materials, information and data relating to this Agreement that one party discloses to the other party and that is conspicuously marked by the disclosing party as confidential (hereinafter called "Confidential Information"). The receiving party shall not, for a period of three (3) years from the date of disclosure, disclose to any non-party such Confidential Information unless otherwise expressly permitted in writing by the disclosing party.

6.2 Notwithstanding the foregoing, the following information shall be deemed not to be Confidential Information of disclosing party: (a) information generally known or available to public at large other than as a result of the receiving party's breach of this Agreement; (b) information already owned or possessed by the receiving party at the time of disclosure or legally obtained by the receiving party without breach of this Agreement; (c) information developed by the receiving party independently without any use or reference to disclosing party's Confidential Information; (d) information furnished to the receiving party without obligation of confidentiality by a third party; and (e) information required to be disclosed by law of by order of a court or administrative body of competent jurisdiction, provided that the party so require, unless legally prohibited, promptly provides notice of such requirement to the disclosing party and provides reasonable assistance in any attempt to obtain confidential treatment for such information.

6.3 If the Customer is legally required to disclose the Confidential Information by law or pursuant to the order of a court or a governmental agency, it shall, unless legally prohibited, promptly notify Panasonic to that effect, in order to give Panasonic 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 this Section.

6.4 The parties acknowledge that the Confidential Information is unique and valuable and that disclosure in breach of this Section may result in irreparable injury to Panasonic for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach of confidentiality, Panasonic shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Panasonic Ownership. Panasonic exclusively owns all right, title, and interest, including all related Intellectual Property Rights, in and to the Panasonic Technology, the Documentation, the Software, and the Software's content. With respect to Non-Party Products, the applicable non-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Non-Party Products.

7.2 Software Modifications. If Panasonic makes any modification to the Software based in whole or in part on any suggestion, idea, enhancement request, feedback, recommendation, or other information Customer or an Authorized User provides to Panasonic with respect to the Software, Panasonic exclusively owns all right, title, and interest, including all related Intellectual Property Rights, in and to those modifications.

7.3 No Sale Intended. The parties intend that this Agreement will not constitute a sale and will not convey to Customer any rights of ownership in or related to the Software, the Panasonic Technology, the Documentation, Aggregated Statistics, Aggregated User Data, De-identified Data, or any Intellectual Property Rights Panasonic owns with respect to the Software. Panasonic's name, logo, and product names associated with the Software, are trademarks of Panasonic or non-parties, and this Agreement does not grant to Customer any right or license to use them.

7.4 Customer Ownership. Customer will exclusively own all right, title, and interest in and to the Customer Data, including all Intellectual Property Rights relating to the Customer Data, subject to the rights and permissions this Agreement grants.

7.5 Customer Data Use. Customer hereby irrevocably grants to Panasonic all rights and permissions in or relating to the Customer Data that are necessary or useful to Panasonic to enforce this Agreement, exercise Panasonic's rights, improve the Software, develop new product and service offerings, develop benchmarking analyses, and perform Panasonic's obligations, under this Agreement.

7.6 Customer Data License. Customer hereby grants to Panasonic a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, create derivate works of, and otherwise use and display Customer Data incorporated within the Aggregated Statistics and the Anonymized Data.

8. NO WARRANTIES

EXCEPT AS THIS AGREEMENT EXPRESSLY PROVIDES, THE SOFTWARE AND ALL CONTENT OF THE SOFTWARE WILL BE PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. PANASONIC WILL NOT BE LIABLE TO CUSTOMER FOR ANY IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE OR THE SOFTWARE'S CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY NON-PARTY'S RIGHTS. PANASONIC DOES NOT WARRANT THAT (A) THE USE OF THE SOFTWARE WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SOFTWARE, INFORMATION, OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SOFTWARE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

9. INDEMNIFICATION You agree to indemnify and hold Panasonic and its affiliates and suppliers harmless from any claims, liability, and expenses, including reasonable attorneys' fees and costs ("Claims"), arising out of your use of the Software, related services or breach of this Agreement. Panasonic reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Panasonic in case of any Claims.

10. LIMITATION OF LIABILITY

10.1 **PANASONIC WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WORK DELAYS, LOST GOODWILL, PROFIT, REVENUE OR SAVINGS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SOFTWARE, OR DOWNTIME COSTS, EVEN IF PANASONIC HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF THOSE DAMAGES.**

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, SHOULD PANASONIC BE HELD LIABLE TO YOU OR ANY THIRD PARTY FOR ITS LOSS, INJURY, OR DAMAGE, PANASONIC'S LIABILITY SHALL IN NO EVENT EXCEED THE PAYMENT THAT PANASONIC RECEIVED IN CONNECTION WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY ABOVE REPRESENTS THE ALLOCATION OF RISK AS AGREED TO BY YOU AND PANASONIC. YOU AGREE IN ADVANCE THAT PANASONIC WILL NOT PROVIDE THE LICENSED SOFTWARE TO YOU UNTIL AND UNLESS YOU ACCEPT THIS LIMITATION OF LIABILITY.

10.2 PANASONIC shall not be liable to you for any compensation or damages, arising from the causes set forth below: (a) any damages arising from reproduction, modification and/or adaption of the Licensed Software by a party other than Panasonic; (b) any damages to data and/or intangible property; (c) your obligation to pay any damages to any third party, except as otherwise expressly set forth in this Agreement; and/or (d) any damages arising from any cause that is not attributable to Panasonic.

11. TERM AND TERMINATION

11.1 Term. The term of this Agreement commences when You acknowledge your acceptance and will continue in effect until terminated by You as set forth in this **Section 11**.

11.2 Termination. (a) You may terminate this Agreement by deleting the Software and all copies thereof from your device. (b) Panasonic may terminate this Agreement at any time without notice if it ceases to support the Software, which Panasonic may do in its sole discretion. (c) In addition, this Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement.

11.3 Effect of Termination or Expiration. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Software, and Customer shall delete,

destroy, or return all copies of the Documentation and certify in writing to Panasonic that the Documentation has been deleted or destroyed.

12. GOVERNING LAW AND VENUE

This Agreement and all matters arising out of this Agreement will be governed by the laws of the state of New York, without reference to any jurisdiction's conflict-of-law rules. All causes of action arising under this Agreement will be brought only in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and the county of New York. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not apply to this Agreement.

13. AUDIT

Panasonic may, or may have third party appointed by Panasonic, visit your office, and audit, investigate and copy all your records or system to verify your compliance with the terms of this Agreement, at Panasonic's expense. You shall cooperate with such audit at your own cost.

14. COMPLIANCE

You agree to comply with all applicable laws and regulations that may govern your use of this Software and agree to indemnify and hold Panasonic harmless from and against any claims, damages, losses or obligations suffered or incurred by Panasonic arising from your failure to so comply.

15. EXPORT CONTROL

The parties acknowledge that the items Panasonic provides under this Agreement, which may include technology and software, are subject to United States export control laws and regulations and may also be subject to the export control laws and regulations of the countries in which those items are made or developed. The parties shall comply with those laws and regulations, including the Export Administration Regulations. Neither party shall export or re-export items purchased under this Agreement to (a) any country subject to U.S. embargo; or (b) to any person or organization on the U.S. Treasury Department's Specially Designated Nationals list, or on the U.S. Commerce Department's Table of Denial Orders or Denied Parties List. Each party states that it is not located in, under the control of, or a national or resident of any country, on that list. Customer shall not provide any written regulatory certifications or notifications on behalf of Panasonic.

16. ASSIGNMENT

You acknowledge and agree that you may not assign this Agreement or any of rights, interest or obligations hereunder in whole or in part without the prior written consent of PANASONIC. Any assignment contrary to the terms hereof shall be null and void.

17. NOTICES

All notices or other communications under this Agreement must be in writing and addressed to the following: Panasonic Connect North America, a Division of Panasonic Corporation of North America, Two Riverfront Plaza, Newark, NJ 07102 Attn: VP of Operations.

18. MISCELLANEOUS

18.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether oral or written, with respect to that subject matter.

18.2 Survival. Once this Agreement expires or terminates, Sections of this Agreement which by their nature and context should survive expiration or termination shall survive and continue after any expiration or termination of this Agreement.

18.3 Independent Contractor. Each party is an independent contractor under this Agreement, without any authority to bind the other.

18.4 Waiver. A party's failure to enforce one or more of its rights stated in this Agreement will not preclude that party from subsequently enforcing those rights. Any waiver of a right stated in this Agreement must be in writing and signed by the waiving party's authorized representative.

TOUGHBOOK GUARD HARDWARE SECURITY FIRMWARE SOLUTION

END USER LICENSE AGREEMENT

(for European Union Market)

THE RECEIPT AND USE OF THE TOUGHBOOK GUARD HARDWARE SECURITY FIRMWARE SOLUTION ("SOFTWARE") 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 AGREEMENT TO THESE TERMS, WHICH OCCURS WHEN YOUR AUTHORIZED REPRESENTATIVE CLICKS THE "I AGREE" BOX. 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 SOFTWARE.

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WE RESERVE THE RIGHT TO UPDATE THE TERMS OF THIS AGREEMENT AT ANY TIME. PANASONIC WILL MAKE A REASONABLE EFFORT TO NOTIFY USERS OF ANY SUCH UPDATES AND ANY USE OF THE SOFTWARE BY YOU AFTER SUCH NOTICE CONSTITUTES ACCEPTANCE OF SUCH UPDATES.

The parties therefore agree as follows:

1. DEFINITIONS

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"Aggregated Statistics" means information related to Customer's use of the Software that Panasonic uses in an aggregated and anonymized manner to compile statistical and performance information related to the Software's operations.

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“Data Protection Laws” means laws regarding data protection and privacy applicable to this Agreement, including any amendments thereto and regulations promulgated thereunder by any country, state, or other jurisdiction.

“De-identified Data” means information regarding Authorized Users that cannot reasonably identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to an individual Authorized User.

“Documentation” means documents and materials that Panasonic makes available to Customer that describe the Software’s functionality, components, features, or requirements.

"Hardware" means the device(s) on which the Software is installed.

"Security Features" means any and all security-related functions and capabilities provided by the Software.

“Intellectual Property Right” means any patent, copyright, trade secret, trademark (registered or unregistered, including service marks), know-how, utility certificate, utility model, database right, industrial design right, circuit layout, and any other right resulting from intellectual activity in the industrial, scientific, literary and artistic fields, and all registrations, applications, renewals, extensions, combinations, divisions, continuations, or any derivative works or reissues of the foregoing, whether arising by operation of law, treaty, contract, license or otherwise.

“Non-Party Products” means any products that neither Panasonic nor Customer owns, creates or manufactures, but which are provided with or incorporated into the Software.

“Panasonic Technology” means Panasonic’s proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information included or embodied in the Software.

“Reseller” means a third-party reseller authorized by Panasonic to offer the Software installed in the Hardware to Customers subject to the terms of this Agreement.

“Software” means the ToughBook Guard Hardware Security Firmware Solutions and its constituent parts, including but not limited to, the source code, binaries, documentation, and any other materials

related thereto, owned and provided by Panasonic hereunder, for utilizing the Security Features on the Hardware, including any additional updates and modifications.

"Territory" means the European Economic Area (EEA), Switzerland, United Kingdom, Turkey and Ukraine.

2. THE SOFTWARE LICENSE GRANT AND RESTRICTIONS

2.1 License Grant. Subject to the terms of this Agreement, Panasonic grants to You a limited, non-exclusive and non-transferable and non-sublicensable license in the Territory, to download, install and use the Software only with the Hardware during the Term for your internal use by Authorized Users strictly in accordance with the terms of this Agreement and the Documentation.

2.2 License Restrictions. You shall not:

(a) use the Software in any way that is contrary to the purposes described in the Documentation or move the Software licenses between the users;

(b) copy the Software, except as expressly permitted by this license;

(c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Software;

(d) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

(e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Software, including any copy thereof;

(f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software or any features or functionality of the Software, to any third party for any reason, including by making the Software available on a network where it is capable of being accessed by more than one device at any time;

(g) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Software;

(h) perform or disclose any benchmarking or performance testing data of the Software or Documentation,

(i) disclose the Software or the Documentation, including any underlying data or Software content, without Panasonic's explicit, written consent, or

(j) use the Software or Documentation for any purpose that violates any Intellectual Property Right, or that otherwise violates any law or regulation, or that is not otherwise provided for under this Agreement.

2.3 Documentation License. Subject to the terms set forth herein, Panasonic grants to Customer a limited non-exclusive, non-sublicensable, non-transferable, revocable license in the Territory to internally use the Documentation during the Term exclusively in connection with Customer's use of the Software in the Hardware.

2.4 Reservation of Rights. You acknowledge and agree that the Software is provided under license, and not sold, to You. You do not acquire any ownership interest in the Software under this Agreement, or any other rights thereto other than to use the Software in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Panasonic and its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Software, including all Intellectual Property Rights therein or relating thereto, except as expressly granted to You in this Agreement.

3. CUSTOMER OBLIGATIONS

3.1 Use of the Software. Customer is responsible for all uses of the Software and Documentation that result from access that Customer provides, whether or not this Agreement permits those uses. Customer is responsible for all acts and omissions of Authorized Users, and an Authorized User's act or omission that would constitute a breach of this Agreement if Customer had been responsible for the act or omission will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's requirements that apply to Authorized Users' use of the Software and shall require Authorized Users to comply with these requirements.

3.2 Invoicing and Payment. Panasonic will not be responsible for any invoicing or payment disputes between a potential Reseller and Customer and Customer shall indemnify Panasonic from any claims, liabilities, damages and expenses arising out of or related to such disputes.

3.3 Compliance with Laws. Customer shall comply with all laws in connection with Customer's use of the Software, including but not limited to Data Protection Laws.

3.4 Unauthorized Uses. In addition to the License Restrictions set forth above, Customer shall: (a) immediately notify Panasonic of any unauthorized use of any password or account or any other known or suspected breach of security with respect to the Software; (b) immediately report to Panasonic and

use reasonable efforts to stop immediately any known copying or distribution of the Software's content; and (c) not impersonate a Panasonic user or provide false identity information to gain access to or use the Software.

3.5 Security. User information and passwords for access to the Software are deemed to be Confidential Information of Authorized Users under Section 6 of this Agreement, and if put into writing, Customer shall store such Confidential Information in a secure manner, with at least the same degree of care that Customer uses to protect its own confidential or proprietary information, to reasonably prevent unauthorized use of the Software. Any failure to comply with this Section 3.5 will be a material breach of this Agreement.

3.6 Passwords. The Software has several tools that allow You to record and store information. You are responsible for taking all reasonable steps to ensure that only authorized persons shall have access to your passwords or accounts. It is your sole responsibility to (a) control the dissemination and use of your sign-in name, screen name and passwords; bi) authorize, monitor, and control access to and use of your account and password; and (c) promptly inform Company if You believe your account or password has been compromised or if there is any other reason You need to deactivate a password.

4. UPDATES

4.1 Updates. Panasonic may from time to time in its sole discretion develop and provide updates to the Software. Such updates may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Panasonic has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on the settings of your device, when your hardware device is connected to the internet and You have installed the Software on that device, either: (a) the Software will automatically download and install all available Updates; or (b) You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Software or portions thereof may not properly operate on your hardware device should You fail to do so or if the Software is not deployed in the optimum operating environment in accordance with the Documentation. You further agree that all Updates will be deemed part of the Software and be subject to all terms and conditions of this Agreement.

4.2 Non-Party Products. Panasonic's liability to Customer for Non-Party Products in the Software will be limited to the terms and conditions that apply to the supplier of the Non-Party Products.

5. CONFIDENTIALITY

5.1 Each party shall keep in confidence any technical, financial or business assets, facts, materials, information and data relating to this Agreement that one party discloses to the other party and that is conspicuously marked by the disclosing party as confidential (hereinafter called "Confidential Information"). The receiving party shall not, for a period of three (3) years from the date of disclosure, disclose to any non-party such Confidential Information unless otherwise expressly permitted in writing by the disclosing party.

5.2 Notwithstanding the foregoing, the following information shall be deemed not to be Confidential Information of disclosing party: (a) information generally known or available to public at large other than as a result of the receiving party's breach of this Agreement; (b) information already owned or possessed by the receiving party at the time of disclosure or legally obtained by the receiving party without breach of this Agreement; (c) information developed by the receiving party independently without any use or reference to disclosing party's Confidential Information; (d) information furnished to the receiving party without obligation of confidentiality by a third party; and (e) information required to be disclosed by law of by order of a court or administrative body of competent jurisdiction, provided that the party so require, unless legally prohibited, promptly provides notice of such requirement to the disclosing party and provides reasonable assistance in any attempt to obtain confidential treatment for such information.

5.3 If the Customer is legally required to disclose the Confidential Information by law or pursuant to the order of a court or a governmental agency, it shall, unless legally prohibited, promptly notify Panasonic to that effect, in order to give Panasonic 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 this Section.

5.4 The parties acknowledge that the Confidential Information is unique and valuable and that disclosure in breach of this Section may result in irreparable injury to Panasonic for which monetary damages alone would not be an adequate remedy. Therefore, the parties agree that in the event of a breach of confidentiality, Panasonic shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

6. INTELLECUTUAL PROPERTY RIGHTS

6.1 Panasonic Ownership. Panasonic exclusively owns all right, title, and interest, including all related Intellectual Property Rights, in and to the Panasonic Technology, the Documentation, the Software, and the Software's content. With respect to Non-Party Products, the applicable non-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Non-Party Products.

6.2 Software Modifications. If Panasonic makes any modification to the Software based in whole or in part on any suggestion, idea, enhancement request, feedback, recommendation, or other information Customer or an Authorized User provides to Panasonic with respect to the Software, Panasonic

exclusively owns all right, title, and interest, including all related Intellectual Property Rights, in and to those modifications.

6.3 No Sale Intended. The parties intend that this Agreement will not constitute a sale and will not convey to Customer any rights of ownership in or related to the Software, the Panasonic Technology, the Documentation, Aggregated Statistics, De-identified Data, or any Intellectual Property Rights Panasonic owns with respect to the Software. Panasonic's name, logo, and product names associated with the Software, are trademarks of Panasonic or non-parties, and this Agreement does not grant to Customer any right or license to use them.

7. NO WARRANTIES

EXCEPT AS THIS AGREEMENT EXPRESSLY PROVIDES, THE SOFTWARE AND ALL CONTENT OF THE SOFTWARE WILL BE PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. PANASONIC WILL NOT BE LIABLE TO CUSTOMER FOR ANY IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE OR THE SOFTWARE'S CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY NON-PARTY'S RIGHTS. PANASONIC DOES NOT WARRANT THAT (A) THE USE OF THE SOFTWARE WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SOFTWARE, INFORMATION, OR OTHER MATERIAL CUSTOMER PURCHASES OR OBTAINS THROUGH THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SOFTWARE OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8. INDEMNIFICATION

You agree to indemnify and hold Panasonic and its affiliates and suppliers harmless from any claims, liability, and expenses, including reasonable attorneys' fees and costs ("Claims"), arising out of your use of the Software, related services or breach of this Agreement. Panasonic reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Panasonic in case of any Claims.

9. LIMITATION OF LIABILITY

9.1 **PANASONIC WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WORK DELAYS, LOST GOODWILL, PROFIT, REVENUE OR SAVINGS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE**

EQUIPMENT, FACILITIES OR SOFTWARE, OR DOWNTIME COSTS, EVEN IF PANASONIC HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF THOSE DAMAGES.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, SHOULD PANASONIC BE HELD LIABLE TO YOU OR ANY THIRD PARTY FOR ITS LOSS, INJURY, OR DAMAGE, PANASONIC'S LIABILITY SHALL IN NO EVENT EXCEED THE PAYMENT THAT PANASONIC RECEIVED IN CONNECTION WITH THIS AGREEMENT. THE LIMITATION OF LIABILITY ABOVE REPRESENTS THE ALLOCATION OF RISK AS AGREED TO BY YOU AND PANASONIC. YOU AGREE IN ADVANCE THAT PANASONIC WILL NOT PROVIDE THE LICENSED SOFTWARE TO YOU UNTIL AND UNLESS YOU ACCEPT THIS LIMITATION OF LIABILITY.

9.2 PANASONIC shall not be liable to you for any compensation or damages, arising from the causes set forth below: (a) any damages arising from reproduction, modification and/or adaption of the Licensed Software by a party other than Panasonic; (b) any damages to data and/or intangible property; (c) your obligation to pay any damages to any third party, except as otherwise expressly set forth in this Agreement; and/or (d) any damages arising from any cause that is not attributable to Panasonic.

10. TERM AND TERMINATION

10.1 Term. The term of this Agreement commences when You acknowledge your acceptance and will continue in effect until terminated by You as set forth in this Section 10.

10.2 Termination. (a) You may terminate this Agreement by deleting the Software and all copies thereof from your device. (b) Panasonic may terminate this Agreement with three (3) month prior written notice if it ceases to support the Software, which Panasonic may do in its sole discretion. (c) In addition, this Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement.

10.3 Effect of Termination or Expiration. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Software, and Customer shall delete, destroy, or return all copies of the Documentation and certify in writing to Panasonic that the Documentation has been deleted or destroyed.

11. GOVERNING LAW AND VENUE

This Agreement and all matters arising out of this Agreement will be governed by the laws of Germany, without reference to any jurisdiction's conflict-of-law rules. All causes of action arising under this Agreement will be brought only in the courts of Wiesbaden, Germany. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not apply to this Agreement.

12. COMPLIANCE

You agree to comply with all applicable laws and regulations that may govern your use of this Software and agree to indemnify and hold Panasonic harmless from and against any claims, damages, losses or obligations suffered or incurred by Panasonic arising from your failure to so comply.

13. ASSIGNMENT

You acknowledge and agree that you may not assign this Agreement or any of rights, interest or obligations hereunder in whole or in part without the prior written consent of PANASONIC. Any assignment contrary to the terms hereof shall be null and void.

14. NOTICES

All notices or other communications under this Agreement must be in writing and addressed to the following:

toughbooksupport@eu.panasonic.com

Panasonic Connect Europe GmbH, Hagenauer Strasse 43, 65203 Wiesbaden, Germany.

15. MISCELLANEOUS

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether oral or written, with respect to that subject matter.

15.2 Survival. Once this Agreement expires or terminates, Sections of this Agreement which by their nature and context should survive expiration or termination shall survive and continue after any expiration or termination of this Agreement.

15.3 Independent Contractor. Each party is an independent contractor under this Agreement, without any authority to bind the other.

15.4 Waiver. A party’s failure to enforce one or more of its rights stated in this Agreement will not preclude that party from subsequently enforcing those rights. Any waiver of a right stated in this Agreement must be in writing and signed by the waiving party’s authorized representative.