

TERMS OF SERVICE

Last Updated: Feb. 2026

These Terms of Service along with any linked and/or referenced schedules (collectively the "**Terms**") are a legal agreement between the company who has submitted an order direct to PCNA, or, if applicable, through a PCNA Reseller, for access to and use of the Cloud Platform and who has electronically or otherwise accepted these Terms ("**Customer**") and Panasonic Connect North America, Division of Panasonic Corporation of North America ("**PCNA**") and governs Customer's access and use of the Cloud Platform.

BY CLICKING THE "I ACCEPT" BUTTON OR USING THE CLOUD PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THESE TERMS. IF YOU (THE PERSON ACCEPTING THESE TERMS) ARE ACCEPTING THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ANOTHER ENTITY, YOU REPRESENT THAT: (I) YOU HAVE THE FULL LEGAL AUTHORITY TO BIND YOUR EMPLOYER OR SUCH ENTITY TO THESE TERMS; (II) YOU AGREE TO AND ACCEPT THESE TERMS ON BEHALF OF YOUR EMPLOYER OR SUCH ENTITY; AND (III) THE TERM "CUSTOMER" REFERS TO YOUR EMPLOYER OR THAT ENTITY, AS APPLICABLE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT ACCESS OR USE THE CLOUD PLATFORM. ANY ACCESS OR USAGE OF THE CLOUD PLATFORM INDICATES AGREEMENT WITH THESE TERMS IN THEIR ENTIRETY. YOU ACKNOWLEDGE THAT NO TERM IN ANY ORDER ENTERED INTO VIA A PCNA RESELLER, IF APPLICABLE, WILL BE DEEMED TO MODIFY THESE TERMS UNLESS PRE-AUTHORIZED IN WRITING BY PCNA.

1. **DEFINITIONS.** The capitalized terms used in these Terms have the respective meanings specified in this Section 1 or in the provision where the term is first used and defined.
 - 1.1 "**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Cloud Platform.
 - 1.2 "**Acceptable Use Policy**" means the PCNA Acceptable Use Policy located at <https://connect.na.panasonic.com/terms-conditions-sale>.
 - 1.3 "**Affiliate**" means any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a party hereto. For purposes of this definition, the term "control" means the power (or, as applicable, the possession or exercise of the power) to direct, or cause the direction of, the management, governance, or policies of a given entity, directly or indirectly, through any applicable means (whether through the legal, beneficial, or equitable ownership, of more than fifty percent (50%) of the aggregate of all voting or equity interests or securities of such entity, through partnership, or through some other form of ownership interest, by contract, or other applicable legal document, or otherwise).
 - 1.4 "**Authorized User**" means any employee, contractor or agent of Customer who is authorized by Customer to access and use the Cloud Platform under the rights granted to Customer pursuant to these Terms.
 - 1.5 "**Background Intellectual Property**" means, with respect to a party, all Intellectual Property Rights and embodiments thereof owned by the party that: (a) are developed or otherwise acquired by or on behalf of the party prior to the date that Customer accepts these Terms; (b) that are developed by or on behalf of the party outside the scope of these Terms; or (c) any Enhancements, derivatives and new versions of the foregoing created therefrom. PCNA's Background Intellectual Property includes all Intellectual Property Rights related to the Cloud Platform.
 - 1.6 "**Business Day**" means a day other than Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.
 - 1.7 "**Cloud Platform**" means the applicable PCNA service including: (i) limited access and use rights to the unique PCNA website that permits Customer and its Authorized Users to access certain functionality, information and data concerning the Cloud Platform; (ii) information, data, materials, tools, and

documentation provided by PCNA in connection with the Cloud Platform; (iii) hosting services; (iv) Enhancements; and (v) Maintenance and Technical Support.

- 1.8 “**Confidential Information**” means any and all non-public information of a confidential or a proprietary nature, which is disclosed or furnished by the disclosing party under these Terms, regardless of whether such information is in a tangible or an intangible form or provided electronically, including, but not limited to, information relating to the disclosing party’s business, products, product designs, roadmaps, drawings, plans, software (in source or object code), technology, specifications, samples, prototypes, technical information, research and development information, testing methodologies and results, performance data, financial information, pricing, costs, manufacturing capabilities, and actual or potential customers or suppliers.
- 1.9 “**Customer Data**” means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the Cloud Platform or Personal Information of or relating to Customer’s employees, customers, suppliers, or contractors.
- 1.10 “**Emergency Security Issue**” means either: (i) Customer’s use of the Cloud Platform in a way that could disrupt: (a) the Cloud Platform; (b) other customers’ use of the Cloud Platform; or (c) the network or servers used to provide the Cloud Platform; or (ii) unauthorized third-party access to the Cloud Platform.
- 1.11 “**Enhancements**” means upgrades, updates, additions, or modifications, including those resulting in improvements or new features, processes, functions, services, or performance metrics.
- 1.12 “**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.
- 1.13 “**Government Official**” means (i) any officer or employee of any Governmental Authority or any department, ministry, agency or any local public authority; (ii) any officer or employee of a state-owned or controlled organization such as a state-owned enterprise, public university, public hospital; (iii) any officer or employee of a judiciary branch; (iv) any officer or employee of a public international organization such as the UN or WTO; (v) any person acting in an official capacity for or on behalf of any such government, department, ministry, agency, local public authority, state-owned or controlled organization, judiciary branch or public international organization; and (vi) any lawmaker, political party or official thereof, or any candidate for political office.
- 1.14 “**Intellectual Property Rights**” means all intellectual property rights throughout the world, whether existing under intellectual property, unfair competition or trade secret laws, or under statute or at common law or equity, including: (i) copyrights, trade secrets, trademarks, trade names, patents, inventions, designs, logos and trade dress, database rights, utility certificates, “moral rights,” mask works, rights of personality, publicity or privacy, and any other intellectual property and proprietary rights; (ii) any registration, application or right to apply for any of the rights referred to in this clause; and (iii) any and all renewals, extensions and restorations thereof, now or hereafter in force and effect.
- 1.15 “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.
- 1.16 “**Personal Information**” means information that directly or indirectly identifies an individual, including, for example, individual names, addresses, phone numbers, email addresses, or other unique identifier. Customer Data is not by itself Personal Information.
- 1.17 “**Privacy Notice**” means the PCNA Privacy Notice available at <https://connect.na.panasonic.com/terms-conditions-sale>.

- 1.18 “**Process**” means to access, receive, collect, use, transmit, store, process, record, disclose, transfer, retain, dispose of, destroy, manage, or otherwise handle.
- 1.19 “**PCNA Reseller**” means a third-party authorized by PCNA to offer for license and distribute the Cloud Platform and with whom Customer placed an order to purchase access and use rights to the Cloud Platform for the duration of the Subscription Period.
- 1.20 “**Security Addendum**” means the PCNA Data Privacy and Security Requirements found at <https://connect.na.panasonic.com/terms-conditions-sale>.
- 1.21 “**Service Schedule**” means the order form between Customer and PCNA definitively establishing: (i) the Fees (including the manner and timing of payment of the Fees); and (ii) the Subscription Period.
- 1.22 “**Subscription Period**” means the period of time during which the Customer and its Authorized Users have the right to access and use the Cloud Platform in accordance with the terms and conditions of these Terms.
- 1.23 “**Technology**” means, collectively, all designs, materials, tools, programs, formulae, techniques, processes, procedures, algorithms, methods, software, content, data, ideas, or know-how pertaining to the Cloud Platform, whether or not patented or patentable and whether or not presently used or used in the future.
- 1.24 “**Third-Party Materials**” means software, firmware, documents, data, content, specifications, products, equipment, hardware or components of or relating to the Cloud Platform that are not proprietary to PCNA.
- 1.25 “**Trade Control Laws**” means the applicable export, import, and other trade Laws of any country having jurisdiction over the Parties or the Cloud Platform, including, without limitation, the Foreign Trade Regulations (15 C.F.R. Part 30), the U.S. Export Administration Regulations (“EAR”) (including 15 C.F.R. Parts 730-774), the U.S. Internal Traffic in Arms Regulations, the laws and regulations and regulations administered and enforced by the U.S. Treasury Department’s Office of Foreign Assets Control, the U.S. Export Administration Act, the Harmonized Tariff Schedule, Uyghur Forced Labor Prevention Act, and the antiboycott and embargo regulations and guidelines as set forth in the EAR and in the applicable Sections of the U.S. Internal Revenue Code, the laws and regulations administered and enforced by U.S. Customs and Border Protection, any other sanctions enforced by the U.S. Government, and the requirements specified by any unit of foreign Governmental Authority including the laws administered and enforced by the European Union including but not limited to Council Regulation 833/2014 and Article 12g therein, except where such non-U.S. laws are in conflict with U.S. laws or regulations.

2. CLOUD PLATFORM

- 2.1 **License.** Subject to and conditioned on Customer’s and its Authorized Users’ compliance with these Terms and applicable Law, PCNA grants to Customer a non-exclusive, non-transferable and non-sublicensable right to access and use the Cloud Platform during the Subscription Period, solely for use by its Authorized Users and solely for Customer’s internal business purposes.
- 2.2 **Access and Use.** The Cloud Platform is designed for access and use within the United States and Canada. In the event that Customer chooses to access the Cloud Platform from any location outside of the United States or Canada, Customer acknowledges and agrees to assume all risks associated with such access, including but not limited to risks related to data privacy, data security, and compliance with local laws. In addition, Customer acknowledges that through access outside of the United States and Canada, the Cloud Platform may transfer Personal Data to jurisdictions that may have different data privacy and protection standards and Customer agrees to assume all risk and liable for such transfer.
- 2.3 **Affiliates and Subcontractors.** PCNA may use Affiliates and/or Subcontractors in providing the Cloud Platform, in whole or in part, without Customer’s prior written consent, provided, however, that: (i) PCNA shall ensure that each Affiliate and/or Subcontractor complies with all relevant provisions of these Terms; and (ii) PCNA shall remain responsible for the acts or omissions of such Affiliates and/or Subcontractors.

- 2.4 **Changes.** PCNA reserves the right, in its sole discretion, to make any changes to the Cloud Platform that it deems necessary or useful to: (i) maintain or enhance: (a) the quality or delivery of the Cloud Platform to its customers; (b) the competitive strength of or market for the Cloud Platform; or (c) the Cloud Platform' cost efficiency or performance; or (ii) to comply with applicable Law. Such changes may be made by PCNA with or without notice to Customer.
- 2.5 **Discontinuation.** PCNA reserves the right, in its sole discretion, to discontinue offering the Cloud Platform by providing Customer at least six (6) months' prior written notice. PCNA will use commercially reasonable efforts to transition Customer to a substantially similar service. If PCNA cannot reasonably transition Customer to a substantially similar service, then PCNA, or if applicable, the PCNA Reseller with whom Customer placed the order, will provide Customer a refund equal to any unused portion of the prepaid fees calculated from the last date the Cloud Platform is available to Customer through the last date of the applicable Subscription Period.
- 2.6 **Restrictions.** Customer shall not and shall not permit any Authorized User or any other third party to, access or use the Cloud Platform except as expressly permitted by these Terms and, in the case of Third-party Materials, the applicable Third-Party EULA. For purposes of clarity and without limiting the generality of the foregoing, neither Customer nor any Authorized User shall, except as these Terms expressly permit:
- (i) modify, copy, duplicate, download, or create any derivative work of or improvements of the Cloud Platform;
 - (ii) reverse engineer, disable, decompile, translate, disassemble, decode, adapt or otherwise attempt to extract, derive or gain access to the source code, algorithms, or Technology from the Cloud Platform, in whole or in part;
 - (iii) access or use the Cloud Platform for purposes of competitive analysis, the development, provision, or use of a competing software service or product or any other purpose that is to PCNA's detriment or commercial disadvantage;
 - (iv) license, sublicense, sell, resell, rent, lease, lend, transfer, assign, distribute, commercially exploit the Cloud Platform, or otherwise make the Cloud Platform available to any third-party other than Authorized Users as permitted under these Terms;
 - (v) bypass, breach, disable, interfere with or circumvent any security device or protection used by the Cloud Platform or access or use the Cloud Platform other than by an Authorized User through the use of his or her own then valid Access Credentials;
 - (vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Cloud Platform, in whole or in part; or
 - (viii) use the Cloud Platform in violation of the Acceptable Use Policy.

3. CUSTOMER OBLIGATIONS

- 3.1 **Customer Systems.** Customer represents and warrants that it shall use reasonable security precautions in connection with its access and use of the Cloud Platform, including but not limited to requiring all computers and/or systems that access the Cloud Platform to have industry standard and up-to-date anti-virus software installed, and that it shall comply with all Laws applicable to its use of the Cloud Platform. All hardware, operating systems and Third-Party Material used in connection with the Cloud Platform must be maintained on the latest releases and version levels from the applicable manufacturer and/or licensor that PCNA designates as compatible with the Cloud Platform.
- 3.2 **Cooperation.** Customer shall at all times during the Subscription Period provide all cooperation and assistance as PCNA may reasonably request to enable PCNA to exercise its rights and perform its obligations under and in connection with these Terms. In addition, Customer shall provide PCNA with all information reasonably requested by PCNA from time to time relating to Customer's use of the Cloud Platform, including information on Customer's hardware, network, and systems.

- 3.3 **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 2.6, Customer shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Cloud Platform and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (ii) notify PCNA of any such actual or threatened activity.

4. PAYMENT

- 4.1. **Direct from PCNA.** The following payment terms shall apply when licensing access and use of the Cloud Platform direct from PCNA:
- (i) **Fees.** Customer shall pay the undisputed fees set forth on the applicable Service Schedule (“Fees”). PCNA shall invoice Customer upon Customer’s execution of the applicable Service Schedule and Customer shall remit payment to PCNA within the time period set forth on the applicable Service Schedule. The Fees will remain fixed during the initial Subscription Period or as otherwise agreed to in the Service Schedule. Customer agrees that all payments are non-cancelable and are final and non-refundable, unless otherwise agreed to by PCNA.
 - (ii) **Fee Adjustment at Renewal.** Within ninety (90) days of the expiration of the then current Subscription Period, PCNA will notify Customer of the upcoming expiration and the updated Fees for the renewal term. Any changes to the Fees will be effective upon the commencement of the next Subscription Period. Customer will have thirty (30) days from PCNA notice to either accept or reject the updated Fees. If notice of rejection is not received within the aforementioned period, the updated Fees will be deemed to have been accepted by Customer and will take effect upon the commencement of the next Subscription Period. If Customer does not agree to this increase in Fees, Customer may terminate the Service Schedule and Customer’s access and use rights to the Cloud Platform at the end of the then-current Subscription Period.
 - (iii) **Disputed Amounts.** Customer shall notify PCNA in writing of any dispute with any invoice (along with substantiating documentation and a reasonably detailed description of the dispute) within five (5) Business Days from Customer’s receipt of such invoice. Customer will be deemed to have accepted all invoices for which PCNA does not receive timely notification of dispute and shall pay all undisputed amounts due under such invoices within the period set forth in Section 4.1(i) above. The parties shall seek to resolve any such disputes expeditiously in accordance with the dispute resolution provisions set forth in Section 15.7. Notwithstanding anything to the contrary, Customer shall continue performing its obligations under the Agreement during any such dispute, including Customer’s obligation to pay all due and undisputed invoice amounts in accordance with the Agreement.
 - (iv) **Non-Payment.** If Customer fails to make any payment in full when due, PCNA will be entitled (without prejudice to any other right or remedy it may have) to (a) charge interest on any such unpaid Fees at a rate of 2% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; or (b) suspend Customer’s access and use of the Cloud Platform until payment has been made in full.
 - (v) **No Right of Offset.** Customer shall have no right to withhold payments to PCNA or reduce the amount of payments owed to PCNA under the Agreement for fees, claims, damages, expenses or other amounts owed, or alleged to be owed, to Customer by PCNA or any Affiliate of PCNA under the Agreement.
 - (vi) **Taxes.** All Fees and amounts set forth in the Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes), and Customer agrees to bear and be responsible for the payment of all such taxes and charges, excluding taxes based on PCNA’s

income (net or otherwise), property, personnel, or similar taxes not directly based on Customer's use of the Cloud Platform and PCNA Materials.

- 4.2. **Through a PCNA Reseller.** If Customer has placed an order with a PCNA Reseller for access and use of the Cloud Platform, Customer's payment terms will be as agreed upon in the order between Customer and the PCNA Reseller, provided that should Customer fail to pay fees when due to the PCNA Reseller, PCNA may seek payment directly from Customer.

5. AUTHORIZED USERS

- 5.1 **Authorized Users.** Customer may permit its Authorized Users to access and use the Cloud Platform solely on Customer's behalf and solely for Customer's internal business purposes, provided such Authorized Users are subject to or agree in writing to be bound by confidentiality and other restrictions, at least as stringent as those in these Terms, before accessing and using the Cloud Platform. Customer shall properly train its Authorized Users in the use and application of the Cloud Platform. Customer is liable for all acts and omissions by its Authorized Users with respect to the Cloud Platform.
- 5.2 **Access Credentials.** Authorized Users must register with PCNA and create an account in order to access and use the Cloud Platform. Authorized Users agree to keep its Access Credentials true, accurate, complete, secure, and current as long as it continues to access and use the Cloud Platform. Authorized Users are responsible for maintaining the security of its Access Credentials and understands that PCNA has no obligation to save, maintain or monitor any Access Credentials. Authorized Users shall not share its Access Credentials. While PCNA has implemented security measures designed to prevent unauthorized access to the Cloud Platform, Customer agrees that if a person possesses Access Credentials through no fault of PCNA, PCNA may assume that such person has been authorized by Customer to use the Access Credentials. If Customer becomes aware of unauthorized access to any Access Credentials and/or its account, any Emergency Security Issue, or any security breach related to its account or the Cloud Platform, Customer will immediately notify PCNA. If PCNA determines that a security breach has occurred or is likely to occur, it may suspend Customer's account and require it to change its Access Credentials. PCNA shall not be liable for any loss suffered or incurred by Customer in relation to the suspension of its account or access to the Cloud Platform under this Section.

6. [INTENTIONALLY OMITTED]

7. INTELLECTUAL PROPERTY

- 7.1 **PCNA.** PCNA (or its Affiliates or licensors) is and will remain the sole and exclusive owner of all right, title, and interest in and to all of its Background Intellectual Property and all right, title, and interest in and to all Intellectual Property Rights and Technology used to create, embodied in, used in, or otherwise relating to the Cloud Platform as well as any Enhancements thereof. In addition, PCNA (or its Affiliates or licensors) will retain all Intellectual Property Rights in the metrics, performance data and other information obtained from PCNA's continual or regular monitoring of the Cloud Platform, provided, however, that all such metrics and performance data do not include (directly or by inference) information identifying Customer or the Confidential Information of Customer. Customer acknowledges and agrees that: (i) Customer shall not acquire any ownership interest in any of PCNA's Intellectual Property Rights under these Terms; (ii) any goodwill derived from the use by Customer of PCNA's Intellectual Property Rights inures to the benefit of PCNA, its Affiliates or its licensors, as the case may be; (iii) if Customer acquires any Intellectual Property Rights by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to PCNA, its Affiliates or its licensors, as the case may be, without further action by either party; and (iv) Customer shall use PCNA's Intellectual Property Rights only in accordance with these Terms and any written instructions of PCNA.
- 7.2 **Customer.** As between Customer and PCNA, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto. Customer irrevocably grants to PCNA all such rights and permissions in or relating to the Customer Data as are necessary or useful to PCNA to exercise its rights and preform its obligations hereunder.

- 7.3 **FRAND.** PCNA reserves the right to pass through to Customer any fair, reasonable, and non-discriminatory (“**FRAND**”) license fees owed to any patent pool of standard essential patents that apply to the technology that Customer will use and deploy under these Terms, including but not limited to patent pool fees relating to wireless technology in connected vehicles. PCNA may also direct Customer to negotiate and pay such fees directly to the applicable patent pool, rather than PCNA paying the FRAND fees upfront and charging to Customer.

8. DISCLAIMERS

- 8.1 **Disclaimer.** THE CLOUD PLATFORM, AND ALL MAINTENANCE AND TECHNICAL SUPPORT, IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS, WITH ANY AND ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY KIND; AND PCNA EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. PCNA DOES NOT WARRANT THAT THE CLOUD PLATFORM OR THE MAINTENANCE AND/OR TECHNICAL SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT DEFECTS IN THE CLOUD PLATFORM, MAINTENANCE OR TECHNICAL SERVICES WILL BE CORRECTED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. IN SUCH EVENT, PCNA’S WARRANTIES AND CONDITIONS WITH RESPECT TO THE CLOUD PLATFORM, MAINTENANCE AND TECHNICAL SUPPORT WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.
- 8.2 **Third-Party Materials.** Customer acknowledges that the Cloud Platform may include Third-Party Materials which are obtained under a license from such third-party providers. Third-Party Materials are provided to Customer under license agreements with such third-party providers (“**Third-Party EULA**”). Customer further acknowledges and agrees that such Third-Party Materials are provided “As-Is” without any warranty of any kind and that PCNA makes no warranties or representations of any kind to Customer regarding such Third-Party Materials or that the applicable Third-Party EULA may not change or be altered by such third-party provider at any time. Customer’s use of any Third-Party Materials shall be subject to, and Customer shall comply with, the Third-Party EULA. PCNA is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. PCNA does not assume and will not have any liability or responsibility to Customer or any other person or entity for any Third-Party Materials.
- 8.3 **Online Data; Hosting.** Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the Cloud Platform, Customer assumes such risks. Other than as expressly set forth in these Terms, PCNA offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties. PCNA will have no responsibility or liability for the accuracy of data uploaded to the Cloud Platform by Customer, including Customer Data or for any damage or destruction to, loss of, or unauthorized access to Customer Data. In addition, Customer understands that the Cloud Platform may include servers hosted by PCNA and/or third parties as well as cloud services supplied by third-party vendors and suppliers and that availability of the Cloud Platform is dependent on entities and activities outside the control of PCNA, including routing services and technical environments.

9. INDEMNITY

- 9.1 **General.** Customer shall defend, indemnify and hold PCNA, including its Affiliates, directors, officers, partners, employees, shareholders, agents, representatives, subcontractors, successors, and assigns (“**Indemnified Parties**”) harmless from and against all third-party claims, demands, actions, lawsuits, or proceedings (each a “**Claim**”), and pay all resultant losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including

reasonable attorneys' fees ("**Losses**") connected therewith, which may be imposed upon the Indemnified Parties, to the extent arising out of or related to: (i) Customer Data; (ii) breach of these Terms; (iii) any grossly negligent or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or any activity required by or conducted in connection with these Terms by Customer; (iv) violation of applicable Law; (v) use of PCNA's Intellectual Property Rights in excess of the licenses granted herein; or (vi) any bodily injury, death or damage to real or tangible personal property caused by the willful or grossly negligent acts or omissions of Customer.

- 9.2 **Intellectual Property.** Except for FRAND or any other applicable standard related patents, PCNA shall defend at its expense or settle any Claim against Customer that results from the direct infringement of a third-party's Intellectual Property Rights arising under the laws of the United States, where such Claim is predicated on Customer's authorized use of the Cloud Platform. PCNA will pay infringement Claim defense costs, PCNA-negotiated settlement amounts, and Losses finally awarded by a court of competent jurisdiction. PCNA has no obligation for any Claim of infringement, and Customer will defend and indemnify PCNA and PCNA Indemnified Parties against any such Claim, relating to or arising out of: (i) PCNA's compliance with Customer or third-party designs, specifications, instructions, or technical information; (ii) modifications made to the Cloud Platform by any party other than PCNA; (iii) Customer's non-compliance with PCNA's written instructions; (iv) use of the Cloud Platform for purposes not contemplated by these Terms or PCNA's written instructions; (v) Customer's use or combination of the Cloud Platform with products, software, or services that are not provided by PCNA or authorized by PCNA in writing; or (vi) access or use of the Cloud Platform after PCNA has informed Customer of modifications or changes in the Cloud Platform required to avoid such infringement Claim and offered to implement such modifications or changes, if such Infringement Claim would have been avoided by implementation of PCNA's modifications.
- 9.3 **Mitigation.** Should Customer be prevented either by a decision of a court of competent jurisdiction or otherwise from fully using the Cloud Platform due to an infringement Claim, PCNA shall, at its option and at its own cost, either: (i) procure the rights or licenses necessary in order for Customer to continue fully using the Cloud Platform; (ii) modify or replace the component(s) of the Cloud Platform, as applicable, causing such infringement Claim so that it becomes non-infringing and no longer prevents Customer's full use thereof, while providing equally or more suitable features or functionality (and such modifications or replacements will be considered part of the Cloud Platform, as applicable); or (iii) terminate these Terms and refund any fees that Customer prepaid for access to the Cloud Platform attributable to the remainder of the Subscription Period or cause the PCNA Reseller, if applicable, to refund any fees that Customer prepaid for access to the Cloud Platform attributable to the remainder of the Subscription Period. If PCNA elects to refund or have the PCNA Reseller refund fees in accordance with the foregoing subsection (iii), Customer shall promptly cease all access and use of the Cloud Platform.
- 9.4 **Sole Remedy.** This Section 9 sets forth the entire liability and obligation of PCNA and the sole and exclusive remedy of Customer for any intellectual property infringement claim.

10. LIMITATION OF LIABILITY

- 10.1 **LIMITATIONS AND EXCLUSIONS.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED TO THE OTHER PARTY IN ANY MANNER FOR ANY SPECIAL, NON-COMPENSATORY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER INDIRECT DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, AND LOSS OR INACCURACY OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, INCURRED BY THE OTHER PARTY AND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, EVEN IF ADVISED OF OR OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
- 10.2 **MAXIMUM AGGREGATE LIABILITY.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, NEITHER PARTY'S LIABILITY IN CONNECTION WITH THESE TERMS OR THE CLOUD PLATFORM WILL EXCEED, IN THE AGGREGATE, TWO TIMES (2X) THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER (OR THE APPLICABLE PCNA RESELLER, IF APPLICABLE) TO PCNA FOR CUSTOMER'S ACCESS AND USE OF THE CLOUD PLATFORM DURING THE TWELVE (12)

MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE DAMAGE OR \$250,000, WHICHEVER IS LESS.

10.3 **EXCEPTIONS.** THE EXCLUSIONS AND LIMITATIONS IN SECTION 10.1 AND SECTION 10.2 SHALL NOT APPLY TO LOSSES AS A RESULT OF OR RELATING TO: (i) A PARTY'S USE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS IN EXCESS OF THE LICENSES GRANTED HEREIN; (ii) LOSSES ARISING OUT OF OR RELATING TO A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (iii) A PARTY'S INDEMNIFICATION OBLIGATIONS; (iv) LOSSES ARISING OUT OF OR RELATING TO A PARTY'S GROSS NEGLIGENCE OR MORE CULPABLE CONDUCT, INCLUDING ANY WILLFUL MISCONDUCT OR INTENTIONAL WRONGFUL ACTS; OR (v) LOSSES FOR DEATH, BODILY INJURY OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY ARISING OUT OF OR RELATING TO A PARTY'S NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS.

10.4 **BASIS OF THE BARGAIN.** THE LIMITATIONS SET FORTH ABOVE IN THIS SECTION 10 SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES. EACH PARTY ACKNOWLEDGES AND AGREES THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11. CONFIDENTIALITY.

11.1 The receiving party will not use the disclosing party's Confidential Information for any purpose other than to perform its obligations or exercise its rights under these Terms. Each party (i) shall keep in confidence the other party's Confidential Information using at least the same degree of care it uses for its own confidential information of a similar nature, but in no event, less than a commercially reasonable standard of care; (ii) shall not, except as expressly permitted hereunder, disclose to any third party such Confidential Information unless otherwise expressly permitted in writing by the other party; and (iii) not reverse-engineer, decompile, or disassemble any Confidential Information disclosed to it under these Terms. The receiving party shall promptly notify the disclosing party in writing of any unauthorized access or use of the disclosing party's Confidential Information. Each party shall create and maintain reasonable information security procedures in order to avoid any disclosure of Confidential Information in breach of these Terms. Notwithstanding the above, the receiving party may disclose any Confidential Information, in whole or in part to its Affiliates and its officers, directors, employees, attorneys and accountants, as well as those officers, directors, employees, attorneys and accountants of its Affiliates (collectively, the "**Representatives**"), who have a need to know the Confidential Information in order to accomplish its obligations or exercise its rights under these Terms, provided that all such Representatives shall be bound by a written agreement reasonably sufficient to protect the Confidential Information under terms at least as restrictive as these Terms. The receiving party shall be liable for any breach of its obligations hereunder by its Representatives.

11.2 These Terms will not affect the receiving party's rights to use or disclose information that: (i) is or may hereafter be publicly available through no wrongful act of the receiving party; (ii) the receiving party can show by its written records predating such disclosure that such information was known on a non-confidential basis by the receiving party prior to the disclosure by the disclosing party; (iii) the receiving party can prove by written records to have been lawfully disclosed on a non-confidential basis to the receiving party by a third party subsequent to disclosure by the disclosing party; or (iv) which is independently developed by or for receiving party without reference to or use of disclosing party's Confidential Information.

11.3 NEITHER PARTY MAKES ANY REPRESENTATION AS TO THE ACCURACY, SAFETY, OR COMPLETENESS OF ITS CONFIDENTIAL INFORMATION. CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS. EACH PARTY DISCLAIMS ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ITS CONFIDENTIAL INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. Nothing in these Terms will be construed to grant to either party any right in the Confidential Information of the other party, except for

the limited right to use such Confidential Information to perform its obligations or exercise its rights under these Terms.

- 11.4 If the receiving party is legally required to disclose the disclosing party's Confidential Information by law or pursuant to the order of a court or a governmental agency, the receiving party shall, unless legally prohibited, promptly notify the disclosing party in writing to that effect, in order to give the disclosing party the opportunity to seek such protection for its Confidential Information as it deems appropriate. If such protection is not obtained, or the disclosing party waives compliance with the foregoing requirements, the receiving party shall furnish only that portion of the Confidential Information which its attorney deems necessary and shall use reasonable commercial efforts to obtain confidential treatment for any Confidential Information so disclosed. Such required disclosure shall not be construed as a breach of these Terms.
- 11.5 Confidential Information, and all copies thereof, shall remain the property of the disclosing party. Promptly upon the disclosing party's written request, the receiving party shall return to the disclosing party or destroy all Confidential Information received hereunder, all copies thereof, if any, and all notes and analyses created from information contained in the Confidential Information and the receiving party shall provide the disclosing party with a written statement certifying that all such Confidential Information has been returned or destroyed. Notwithstanding the foregoing, the receiving party shall be entitled to retain (i) with respect to information in electronic form, archival copies of such Confidential Information to the extent such archival copies have been systemically created pursuant to the receiving party's information technology procedures and/or (ii) with respect to information in physical form, one archival copy of such Confidential Information in a secure location; provided that all such retained Confidential Information shall remain subject to the terms and conditions of these Terms and Recipient shall make its best efforts to purge all such Confidential Information as required hereunder as soon as reasonably possible. Notwithstanding the return or destruction of such Confidential Information, each party and its Representatives will continue to be bound by the obligations of confidentiality set forth herein.
- 11.6 Each party acknowledges that any breach of this Section 11 may cause irreparable harm for which monetary damages may be an insufficient remedy, and the disclosing party may be entitled to seek appropriate equitable relief for any such breach, which rights shall be cumulative and in addition to any other rights or remedies to which the disclosing party may be entitled at law or in equity.
- 11.7 The obligations of each party under this Section 11 shall survive the expiration and/or termination of these Terms for a period of three (3) years.

12. DATA PRIVACY AND SECURITY; CUSTOMER DATA.

- 12.1 **Security.** PCNA will protect the security and integrity of all Customer Data that is collected, accessed, stored or received by PCNA in connection with the Cloud Platform in accordance with the Security Addendum.
- 12.2 **Privacy.** PCNA, in the provision of the Cloud Platform, may Process Personal Information of Authorized Users, and any such Processing shall be in accordance with PCNA's Privacy Notice.
- 12.3 **Customer Data.** Customer is responsible for providing notice to, and obtaining consents from all individuals regarding the collection, processing, transfer and storage of their data and Personal Information through Customer's access and use of the Cloud Platform. Customer grants PCNA the right to Process Customer Data, including Personal Information contained therein, as reasonably necessary for PCNA, PCNA Affiliates and/or Subcontractors to: (i) provide the Cloud Platform; (ii) verify Customer's compliance with these Terms; and (iii) improve and enhance its services and solutions in accordance with these Terms. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and means by which Customer acquired the Customer Data, including Personal Information, and for ensuring that Customer Data, including Personal Information complies with these Terms. Customer represents and warrants that (i) prior to Customer providing any Customer Data, including Personal Information to PCNA, it has provided legally adequate privacy notices to all third-parties (including Customer's contacts, administrators, and employees) and has obtained all necessary consents required for PCNA and its Affiliates and Subcontractors to Process the Customer Data, including Personal Information under applicable Law; (ii) all Customer Data, including Personal Information has been collected in accordance with Customer's privacy notice and applicable Laws

and that Customer's privacy notice complies with all applicable Laws; and (iii) Customer has obtained all consents required by applicable Laws to transfer all of the Customer Data, including Personal Information to PCNA for the provision of the Cloud Platform.

- 12.4 **Aggregated Data.** Customer grants PCNA the right to compile, collect, copy, modify, publish and use anonymous data in aggregate form that is generated from, or based upon, Customer's use of the Cloud Platform ("**Aggregate Data**"); on condition that: (i) Aggregate Data does not include Customer Confidential Information; (ii) Aggregate Data does not include any information that can be used directly, or in connection with other data, to identify, contact or locate an individual; (iii) Aggregate Data cannot be used to identify, directly or indirectly, Customer; and (iv) PCNA uses Aggregate Data only for data analytics, statistical reporting, product and service improvements, marketing and promotions of its solutions, or any other lawful business purposes.

13. TERM AND TERMINATION; SUSPENSION

- 13.1 **Term.** These Terms commence on the date that Customer accepts these Terms and will continue thereafter until terminated as set forth in this Section 13.
- 13.2 **Term of Cloud Platform.** The Cloud Platform is only available for access and use during the Subscription Period specified in the Service Schedule (or Customer's order form with the applicable PCNA Reseller) and will begin on the date as set forth on the Service Schedule (or Customer's order form with the applicable PCNA Reseller). Unless these Terms are terminated as set forth in this Section 13, the Subscription Period will automatically renew for a Subscription Period equivalent in length to the then-expiring Subscription Period unless either party provides the other party with notice of its intent not to renew within thirty (30) days of the end of the then-current Subscription Period.
- 13.3 **Termination for Convenience.** Either party may terminate these Terms at any time, and for any reason, upon at least thirty (30) days prior written notice to the other party.
- 13.4 **Termination for Cause.** Either party may terminate these Terms with immediate effect upon written notice to the other party, if the other party: (i) is in breach of any representation, warranty or covenant of under these Terms and either the breach cannot be cured or, if the breach can be cured, it is not cured by within a commercially reasonable period of time (in no case exceeding thirty (30) calendar days) after receipt of written notice of such breach; or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.
- 13.5 **Suspension.** PCNA may, immediately suspend, withhold, or disable access to the Cloud Platform, in whole or in part, at any time, with notice if: (i) PCNA believes, in its sole discretion, that (a) there is an Emergency Security Issue; (b) Customer or any Authorized User has failed to comply with applicable Law or has accessed or used the Cloud Platform beyond the scope of the rights granted herein or for a purpose not authorized under these Terms; (c) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; or (d) PCNA deems such suspension necessary as a result of Company's or its Authorized User's breach of its access and use rights; (ii) PCNA receives a judicial or other governmental or regulatory demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires PCNA to do so; or (iii) PCNA reasonably determines suspension is necessary to avoid material harm to PCNA or its licensors.
- 13.6 **Effect of Termination.** Except as expressly set forth otherwise in these Terms, upon termination for any reason: (i) the licenses and other rights granted under these Terms shall automatically and immediately terminate and Customer will immediately cease using the Cloud Platform; (ii) the Cloud Platform will cease to be accessible to Customer and its Authorized Users; and (iii) each party will immediately return all Confidential Information of the other party. PCNA shall not be liable to Customer for any damage of any kind (whether direct or indirect) incurred by Customer by reason of the expiration or earlier termination of these Terms.

- 13.7 **No Pro-Rata Refund.** If these Terms are terminated by Customer for convenience in accordance with Section 13.3 or by PCNA for breach by Customer pursuant to Section 13.4, neither PCNA nor the PCNA Reseller will be obligated to refund Customer any prepaid fees covering the remainder of the Subscription Period.

14. COMPLIANCE WITH LAWS.

- 14.1 **Compliance with Laws.** Each party shall comply with all applicable Laws in connection with the performance of its obligations hereunder.

14.2 Trade Control Compliance.

- (i) Each party shall comply with all applicable Trade Control Laws with respect to its obligations under these Terms.
- (ii) Each party will not, directly or indirectly, distribute, license, sell, export, re-export, transfer, divert, or otherwise dispose of the Cloud Platform to any destination, entity, or individual (a) in violation of any Trade Control Laws; (b) to the extent that any Trade Control Laws require an export license or other Governmental Authority approval, without first obtaining such license or approval; (c) located in or ordinarily resident in a country or territory embargoed by the U.S. Government, or (d) located in or ordinarily resident in Russia or Belarus.
- (iii) Each party will adopt and implement appropriate and effective policies to ensure compliance with the Trade Control Laws.
- (iv) Each party shall provide to the other party any information or documentation that is legally necessary or reasonably useful for compliance with Trade Control Laws, including Electronic Export Information or other data provided in electronic format, in the form and at the time specified by the Trade Control Laws or an applicable Governmental Authority.
- (v) Customer represents that none of Customer, Customer's owners, directors, officers, employees, or any party performing on behalf of the Custer under these Terms are: (a) a party included on a restricted parties list related to export controls and sanctions, including but not limited to the Specially Designated Nationals and Blocked Persons List ("**SDN List**") maintained by OFAC, such that such inclusion would result in a violation to Panasonic; or (b) located in Russia, Belarus, or a country or territory comprehensively sanctioned or embargoed by the U.S. Government.

14.3 Anticorruption.

Customer and its employees, representatives, and agents shall:

- (i) comply with, all applicable Laws concerning corrupt practices, "anti-bribery", or which in any manner prohibit the giving of anything of value to any official, agent or employee of any government, political party or public international organization, including without limitation, the U.S. Foreign Corrupt Practices Act ("**FCPA**") and U.K. Bribery Act 2010 (all of the foregoing referred to as the "**Anticorruption Laws**");
- (ii) have and maintain policies and procedures to comply with Anticorruption Laws, including but not limited to adequate procedures under the Anticorruption Laws; and
- (iii) not, either directly or indirectly through third parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of material value to any Government Official for purposes of unduly obtaining or retaining business for, or unduly directing business to, any person, or company, including, without limitation: (i) influencing any official act, decision or omission of a Government Official; (ii) inducing a Government Official to do or omit to do any act in violation of the lawful duty of a Government Official; (iii) securing any improper advantage; or (iv) inducing a Government Official to affect or influence any act or decision of another Government Official.

15. MISCELLANEOUS

- 15.1 **PCNA Reseller Orders.** This Section only applies to any access and use of the Cloud Platform purchased by Customer through a PCNA Reseller. In all such instances, instead of paying PCNA, Customer will pay applicable amounts to the PCNA Reseller as agreed upon between Customer and the PCNA Reseller. PCNA may suspend or terminate Customer's rights to access and use the Cloud Platform if PCNA does not receive the corresponding payment from the PCNA Reseller. If Customer is entitled to a refund under this Agreement, PCNA will refund any applicable fees to the PCNA Reseller and the PCNA Reseller will be solely responsible for refunding the appropriate amounts to Customer, unless otherwise specified. This Agreement is directly between PCNA and Customer and governs all access and use of the Cloud Platform by Customer. PCNA Resellers are not authorized to modify this Agreement or make any promises or commitments on PCNA's behalf, and PCNA is not bound by any obligations to Customer other than as set forth in this Agreement. PCNA is not party to (or responsible under) any separate agreement between Customer and PCNA Reseller and is not responsible for the PCNA Reseller's acts, omissions, products or services. The amount paid or payable by the PCNA Reseller to PCNA for Customer's access and use of the Cloud Platform under this Agreement will be deemed the amount paid or payable by Customer to PCNA under this Agreement for purposes of Section 10 (Limitations of Liability).
- 15.2 **Force Majeure.** Except for a parties payment obligations hereunder, each party will be excused from performance under these Terms, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control and which it could not have mitigated, avoided, or prevented the non-performance through the exercise of reasonable care and precautions, including, without limitation: (i) an act of God, (ii) war, terrorism, (iii) civil disturbance, (iv) government order or Law, (v) actions, embargoes, or blockades in effect on or after the date of these Terms; (vi) action by any governmental authority; (vii) pandemics and epidemics; and (viii) systemic electrical, telecommunications, or other utility failures, (each, a "**Force Majeure Event**"). The foregoing impediments shall not be intended to be an exhaustive list of impediments which would constitute a force majeure event.
- 15.3 **Assignment.** Neither party has the right to subcontract, assign or transfer any of its rights and obligations under these Terms without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer any of its rights or obligations under these Terms to its Affiliates or in the event of a merger with, acquisition of, or sale of substantially all of its assets of the applicable group or division to a non-competitor, provided, however, that the assigning party shall give the other party reasonable notice and a reasonable opportunity to object if such assignment is to a competitor and, provided further, that in the event a party is prohibited from providing such notice by law or by contract with any third party involved in such assignment, the assigning party will provide such notice as soon as it is permitted.
- 15.4 **Relationship of the Parties.** The parties hereto are, and at all times hereunder, shall be deemed to be independent contractors. Nothing in these Terms shall in any way be deemed or construed to constitute either party as agent, partner, co-venturer, employee or representative of the other, nor shall either party have the right or authority to act for, incur, assume or create any obligation, responsibility or liability, express or implied, in the name of, or on behalf of the other party, or to bind the other party in any manner whatsoever.
- 15.5 **No Third-party Beneficiaries.** These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.
- 15.6 **No Publicity.** No party shall make any press release, publication, advertisement, or other type of announcement arising out of or otherwise relating to these Terms (including use of the other party's name or logo) without the other party's prior written approval. In addition, neither party shall use any of the other party's marks or identifying descriptions in any publication, broadcast, advertisement, promotions or other public or private document or any other type of announcement without the other party's prior written consent. These Terms do not grant Customer any rights in connection with any PCNA trademark or service marks.

- 15.7 **Governing Law; Jurisdiction.** These Terms and all matters arising out of or relating to these Terms, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New York, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. The Parties agree that to the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods 1980 does not apply to these Terms. Subject to the dispute resolution provisions below, any legal action, suit or proceeding arising out of or relating to these Terms or the transactions contemplated hereby shall only be instituted, heard and adjudicated (excluding appeals) only in a state or federal court located in New York, and each party hereto knowingly, voluntarily and intentionally waives any objection which such party may now or hereafter have to the laying of the venue of any such action, suit or proceeding, and irrevocably submits to the exclusive personal jurisdiction of any such court in any such action, suit or proceeding.
- 15.8 **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity hereof (each, a “**Dispute**”), shall be submitted for negotiation and resolution to the Director of PCNA (or to such other person of equivalent or superior position designated by PCNA) and the President of Customer (or to such other person of equivalent or superior position designated by Customer), by delivery of written notice (each, a “**Dispute Notice**”) from either of the parties to the other party. Such persons shall negotiate in good faith to resolve the Dispute. If the parties are unable to resolve any Dispute within thirty (30) calendar days after delivery of the applicable Dispute Notice, the parties shall submit the Dispute to any mutually agreed mediation service for mediation by providing to the mediation service a joint, written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate with one another in selecting a mediation service and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. The parties shall use commercially reasonable efforts to resolve the Dispute in the mediation. The mediator’s fees and expenses and the costs incidental to the mediation will be shared equally between the Parties. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, shall be confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the parties elect not to participate in mediation or are unable to resolve the Dispute in mediation, they may pursue any available remedy hereunder. This Section shall not apply to actual or alleged violations of Section 2.6 (Restrictions), Section 7 (Intellectual Property) or Section 11 (Confidentiality) or to indemnification claims under Section 9. Each party acknowledges and agrees that any breach of its obligations under these Terms with respect to Section 2.6 (Restrictions), Section 7 (Intellectual Property) or Section 11 (Confidentiality) will cause irreparable harm for which there are no adequate remedies at law and the aggrieved party will be entitled to obtain seek injunctive relief, in addition to all other remedies provided by these Terms or available at law, in any court of competent jurisdiction.
- 15.9 **Modification.** PCNA may change any part or all of these Terms by posting a revised version on <https://connect.na.panasonic.com/terms-conditions-sale>. The revised version will become effective and binding the next business day after it is posted, and Customer’s continued use of the Cloud Platform will confirm Customer’s acceptance of the revised version. Customer agrees to look at the Terms regularly. If Customer does not agree with a modification to these Terms, Customer must provide written notice within thirty (30) days after PCNA posts the revised version at <https://connect.na.panasonic.com/terms-conditions-sale>. If Customer provides the required written notice, then its subscription will continue to be governed by the terms and conditions of these Terms prior to modification until Customer’s next renewal date, after which the current terms posted at <https://connect.na.panasonic.com/terms-conditions-sale> will apply. However, if PCNA can no longer reasonably provide the Cloud Platform under the terms prior to modification (for example, if the modifications are required by law, result from general product changes or PCNA’s licensors changes its terms with PCNA), then these Terms and Customer’s access and use of the Cloud Platform will terminate upon PCNA’s notice and PCNA will promptly refund any prepaid but unused fees covering use of the Cloud Platform for the remainder of the Subscription Period or cause the applicable PCNA Reseller to promptly refund any prepaid but unused fees covering use of the Cloud Platform for the remainder of the Subscription Period.

- 15.10 **Severability.** If any one or more of the provisions of these Terms shall for any reason be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms shall be unimpaired and shall remain in full force and effect, and the invalid, illegal, or unenforceable provision shall be replaced by a valid, legal, and enforceable provision that comes closest to the intent of the Parties underlying the invalid, illegal, or unenforceable provision. These Terms are written in the English language, and any translation shall be for reference only.
- 15.11 **Amendment; Waiver.** No amendment to or rescission, termination or discharge of these Terms are effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of these Terms and signed by a duly authorized representative of each party. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 15.12 **Entire Agreement.** These Terms, including all documents incorporated herein by reference, constitute the entire agreement between PCNA and Customer regarding the subject matter hereof, and any and all previous agreements (other than any agreements explicitly incorporated herein by reference or otherwise), representations and understandings between the parties regarding the subject matter hereof, whether written or oral, are superseded by these Terms. Except for Third-Party Material EULAs, no browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided on either party's purchase order, invoice, written or electronic communications or correspondence, or with the Cloud Platform hereunder will constitute a part or amendment of these Terms or be binding on either party for any purpose. All such other terms and conditions have no force and effect and are deemed rejected by the other party, even if access to or use of the Cloud Platform requires affirmative acceptance of such terms and conditions.