

End User License Agreement

Kyocera International, Inc. ("Kyocera") End User License Agreement. **CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS ("AGREEMENT") BEFORE USING OR OTHERWISE ACCESSING THE SOFTWARE OR SERVICES PROVIDED WITH YOUR KYOCERA DEVICE. THE SOFTWARE AND SERVICES PROVIDED WITH YOUR KYOCERA DEVICE ARE SOLELY FOR PERSONAL USE BY YOU, THE ORIGINAL END USER, AS SET FORTH BELOW.**

BY ACTIVATING, USING, DOWNLOADING OR INSTALLING THIS KYOCERA DEVICE AND/OR THE SOFTWARE PROVIDED WITH IT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE, DOWNLOAD OR OTHERWISE ACCESS THE SOFTWARE OR SERVICES AND (I) PROMPTLY RETURN THE SOFTWARE OR SERVICE TO KYOCERA OR DELETE IT; OR (II) IF YOU HAVE PURCHASED THE KYOCERA DEVICE ON WHICH THE SOFTWARE OR SERVICE IS PRE-INSTALLED, PROMPTLY RETURN THE DEVICE AND THE ACCOMPANYING SOFTWARE (INCLUDING DOCUMENTATION AND PACKAGING) TO KYOCERA OR THE KYOCERA AUTHORIZED DISTRIBUTOR FROM WHICH YOU PURCHASED THE KYOCERA DEVICE.

License: Subject to the terms and conditions of this Agreement and any other terms that may be incorporated by reference or otherwise presented to you prior to your use of the Software, Kyocera grants you a limited, non-exclusive, license to use Kyocera and third party proprietary software and services found on your Kyocera device and/or packaged with your Kyocera device, including any updates to such material by whatever means

provided, and any related documentation ("Software"). You may use the Software only as expressly authorized by this Agreement.

Limitations: This Software is licensed for use only on the single Kyocera device you originally purchased. You acknowledge and agree that ownership of the Software and all other rights associated with the Software not expressly granted in this Agreement are retained by Kyocera or its suppliers or licensors. You are not permitted to, in any way, distribute the Software or make it available over a network for use on more than the single Kyocera device for which it was originally supplied. The Software may be copied only as permitted by applicable law and as necessary for backup purposes. You may not remove any proprietary notices or labels on the Software or any copies thereof. You may not in any way, modify, reverse engineer, decompile, disassemble or create derivative works based on the Software (except to the extent that this restriction is expressly prohibited by law). You agree that you will not attempt to circumvent, disable or modify any security technology associated with the Software. You may use the Software only in a manner that complies with all applicable laws in the jurisdictions in which you use it, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights and/or the export control regulations.

Some of the Software packaged with your Kyocera device may be provided by third parties ("Third Party Software"). Third Party Software may also be available from third party content distributors such as application stores. Third Party content may be subject to different or additional terms and conditions as determined by the Third Party Software provider. **THIRD PARTY SOFTWARE IS NOT A KYOCERA PRODUCT. KYOCERA IS NOT RESPONSIBLE FOR AND HAS NO LIABILITY WITH REGARD TO THIRD PARTY SOFTWARE.**

Open Source Software: The Software contains certain open source software which may be subject to the GNU General Public License ("GPL"), GNU Library/ Lesser General Public License ("LGPL") and/or other copyright licenses, disclaimers and notices ("Open Source License Terms"). The applicable Open Source License Terms for the corresponding Open Source Software are reproduced and available at <http://www.opensource.org/licenses>. Please refer to the Open Source License Terms regarding your rights under such licenses to the Open Source Software. To the extent any such agreement requires that Kyocera provide you the rights to copy, modify, distribute or otherwise use any Open Source Software that are inconsistent with the limited rights granted to you in this Agreement, then such rights in the applicable Open Source License shall take precedence over the rights and restrictions granted in this Agreement, but solely with respect to such Open Source Software.

Disclaimer of Warranty and Liability: THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. KYOCERA FURTHER DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION AND SATISFACTORY QUALITY. TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. IN NO EVENT WILL KYOCERA, ITS EMPLOYEES, OFFICERS, SHAREHOLDERS, LICENSORS, SUPPLIERS, CARRIER OR DISTRIBUTOR CUSTOMERS OR AFFILIATES BE HELD LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS

OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SOFTWARE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF KYOCERA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY IS DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE. KYOCERA'S TOTAL LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT SHALL NEVER EXCEED THE PURCHASE PRICE YOU PAID FOR THE KYOCERA DEVICE.

No software is fault free. The Software is designed for use in systems that do not require fail-safe performance. You may not use the software in any device or system in which a malfunction of the software would result in foreseeable risk of loss, injury or death to any person. This includes operation of nuclear or infrastructure facilities, medical equipment, aircraft navigation or communication systems or use in risky or dangerous situations or environments.

Consent to Use of Data: You agree that Kyocera, its affiliates and its designated agents may collect and use technical and related information, gathered in any manner, as part of its product support services. Kyocera, its affiliates and designated agents may use this information solely to improve its products or to provide customized services or technologies to you. Kyocera will collect and use this information in accordance with its privacy policy and accordance with applicable data protection laws. Kyocera, its affiliates and designated agents may disclose this information to others, but not in a form that personally identifies you.

Modification of Software and Terms of Use: Kyocera reserves the right to from time to time modify any portion of the Software. Kyocera may be required to take these actions due to restrictions from third party licensors or due to safety or

security concerns or government restrictions or court orders.

Kyocera reserves the right to modify the terms of this Agreement at its sole discretion. Any such modification will be effective upon Kyocera or a Kyocera affiliate or agent sending notice to you by email, text message, other electronic communication or postal mail. Your continued use of the Software after such notice will constitute your binding acceptance of the Agreement as revised. Additionally, some Software may be subject to different or additional terms presented to you through a separate click- through or other type of agreement or notice prior to your use of such Software.

Termination: This License Agreement will automatically terminate without notice from or action by Kyocera if you fail to comply with any term hereof.

Governing Law: This Agreement is governed by the laws of State of California except any conflict of law provisions. The U.N. Convention on Contracts for the International Sales of Goods is hereby excluded in its entirety from this Agreement.

Severability: If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not in any way be impacted or impaired.

Entire Agreement: By using or otherwise accessing the Software, you agree that this Agreement sets forth the entire agreement between you and Kyocera with regard to the Software and supersedes all prior agreements, notwithstanding the terms of any such agreements.