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#### 4. DAMAGES AND REMEDIES FOR BREACH

You agree that any breach of this Agreement's restrictions would cause Panasonic irreparable harm for which money damages alone would be inadequate. In addition to damages and any other remedies to which Panasonic may be entitled, You agree that Panasonic may seek injunctive relief to prevent the actual, threatened or continued breach of this Agreement.

#### 5. TERMINATION

This Agreement is effective until terminated. Panasonic may terminate this Agreement at any time upon Your breach of any provision. If this Agreement is terminated, Your licence to use the Program and the Documentation will immediately terminate and You must stop using the Program, permanently delete it from the equipment where it resides, and destroy all copies of the Program and Documentation in Your possession, confirming to Panasonic in writing that You have done so. Sections 2.2, 2.3, 2.4, 3, 4, 5 and 6 will continue in effect after this Agreement's termination. Any termination of this Agreement is without prejudice to any right, action or remedy which has accrued or which may accrue in favour of Panasonic.

#### 6. GENERAL TERMS

6.1 Law. This Agreement and all matters arising out of it are governed by the laws of New Zealand, and the parties irrevocably consent to the exclusive jurisdiction and venue in the courts of New Zealand. Application of the United Nations Convention on Contracts for the International Sales of Goods is expressly excluded.

6.2 Limitation of Liability. Subject to the obligations of Panasonic under the Non-excludable Provisions and to the fullest extent permissible by law, neither Panasonic or its subsidiaries nor Panasonic's suppliers will be liable (whether in contract, negligence or anything else) to You or to any third party:

(a) for any inability to use any third party equipment or access to data, for loss or corruption of data, loss of business, loss of profits, loss of revenue and anticipated savings, business interruption or the like (whether such loss or damage is direct or indirect); or

(b) for any indirect, incidental, punitive, special, or consequential loss or damage whatsoever, in each case, arising out of the use or inability to use the Program or Documentation, even if Panasonic has been advised of the possibility of such damages or if such damages are foreseeable.

Subject to the obligations of Panasonic under the Non-excludable Provisions and to the fullest extent permissible by law, in no event will Panasonic's liability for all damages exceed the amounts actually paid by You to Panasonic for the Program. To the fullest extent permitted by law, the liability of Panasonic for a breach of a Non-excludable Condition is limited to:

(a) in the case of the supply of goods:

(i) replacement of the goods;

(ii) supply of equivalent goods;

(iii) repair of the goods;

(iv) payment of the cost of replacing the goods or of acquiring equivalent

goods; or

(v) the payment of the cost of having the goods repaired; and

(b) in the case of the provision of services:

(i) the supplying of the services again; or

(ii) payment of the cost of having the services supplied again.

Notwithstanding this clause 6.2 or anything else contained in this Agreement, neither party's liability for death or personal injury resulting from its own negligence shall be limited.

6.3 Indemnity. You indemnify, defend and hold harmless Panasonic in respect of all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal fees on a full indemnity basis), in connection with any of the following:

(a) any breach of this Agreement by You;

(b) Your negligent acts or omissions; or

(c) Your use of the Program, including any third party claims made in connection with, or arising out of, Your use of the Program and Documentation.

6.4 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable for any reason, then where such provision can be read down as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and in any other case, such provision must be severed from this Agreement in which event the remaining provisions will continue in full force and effect as if the severed provision had not been included. The waiver by either party of any default or breach of this Agreement will not waive any other or subsequent default or breach.

6.5 No Assignment. You must not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under it, whether voluntarily or involuntarily, by operation of law or otherwise, without Panasonic's prior written consent. Any purported assignment, transfer or delegation by You will not be effective. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. You agree, represent and warrant that You will not export the Program or any underlying technology in contravention of any applicable U.S. or foreign export laws and regulations.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, whether written or oral, concerning its subject matter. This Agreement may not be modified or amended without Panasonic's prior and express written consent, and no other act, document, usage or custom will be deemed to amend or modify this Agreement.

All questions concerning this EULA shall be directed to:

PANASONIC NEW ZEALAND LTD,  
simon.wordsworth@nz.panasonic.com,  
Attention: Simon Wordsworth.

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