



END USER LICENSE AGREEMENT CONTRAT DE LICENCE D'UTILISATION

FOR CERTAIN SOFTWARE AND SERVICE TO BE USED WITH YOUR SONY PRODUCT

POUR CERTAINS LOGICIELS ET SERVICES DEVANT ÊTRE UTILISÉS AVEC VOTRE PRODUIT SONY

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English

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Should you return your Sony Product to its place of purchase, transfer your Sony Product in accordance with this EULA, or if this EULA is terminated, you agree to: (i) de-register the Sony Product by deleting any and all accounts you may have established on or have accessed through the Sony Product; and (ii) reset the Sony Product to its original factory settings. YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY ACCOUNTS YOU HAVE WITH THIRD PARTIES AND ANY USERNAMES AND PASSWORDS ASSOCIATED WITH YOUR USE OF THE SONY PRODUCT.

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This EULA will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA. Further, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA. For purposes of this EULA, "Dispute" is defined as any disagreement, cause of action, claim, controversy, or proceeding between you and any Sony entity related to or arising out of the Sony Software, Sony Services & Content or this EULA. If a Dispute arises, you agree to first

give notice to us by contacting Sony Electronics Inc. at 16530 Via Esprillo, San Diego, California 92127, Attn: Legal Department, and engaging in good faith negotiations to attempt to resolve any Dispute for at least 14 days, except that you or Sony (or any of its affiliates) may skip this informal negotiation procedure for Disputes enforcing, protecting, or concerning the validity of intellectual property rights. Dispute is to be given the broadest possible meaning that will be enforced.

ANY DISPUTE THAT IS NOT RESOLVED THROUGH THE INFORMAL NEGOTIATION PROCESS DESCRIBED ABOVE, SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND THE SUPPLEMENTARY PROCEEDINGS FOR CONSUMER-RELATED DISPUTES WHEN APPLICABLE. AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

To begin arbitration, either you or we must make a written demand to the other for arbitration. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules, and the Supplementary Proceedings for Consumer-Related disputes when applicable ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed. You may get a copy of AAA's Rules by contacting AAA at (800) 778-7879 or visiting www.adr.org. The filing fees to begin and carry out arbitration will be shared between you and us, but in no event shall your fees ever exceed the amount allowable by the special rules for Consumers Disputes provided for by AAA, at which point Sony will cover all additional administrative fees and expenses. This does not prohibit the arbitrator from giving the winning party their fees and expenses of the arbitration when appropriate pursuant to the Rules. Unless you and we agree differently, the arbitration will take place in the county and state where you live, and applicable federal or state law shall govern the substance of any Dispute. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern the arbitration itself and not any state law on arbitration. The arbitrator's decision will be binding and final, except for a limited right of appeal under the Federal Arbitration Act. The arbitrator may award relief only in favor of the party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. Any court with jurisdiction over the parties may enforce the arbitrator's decision.

Despite the above, you have the right to litigate any Dispute in small claims court or other similar court of limited jurisdiction in the United States, to the extent the amount at issue does not exceed \$15,000, and as long as such court has proper jurisdiction and all other requirements (including amount in controversy) are satisfied. Despite anything to the contrary in this EULA, you may reject changes made to the binding arbitration provision if: (1) you've already begun authorized use of the Sony Product at the time the change was/is made; and (2) you mail written notice to the address provided in this section within 30 days after the particular change was/is made. Should such a situation arise, you will still be bound by the Dispute procedures you previously agreed to and existing before the change you rejected was made.

Any Dispute determined not subject to arbitration and not initiated in small claims court will be litigated by either party in a court of competent jurisdiction in either the Superior Court for the County of San Diego or in the United States District Court for the Southern District of California.

Notwithstanding the foregoing to the contrary, either party may initiate litigation immediately with respect to any matter arising out of or in connection with this EULA for which equitable relief (or an equivalent type of urgent legal relief) is sought. You agree that any violation of or non-compliance with any term or condition of this EULA by you will constitute an unlawful and unfair business practice, and will cause irreparable harm to Sony, its employees, directors, officers, agents, affiliates, subsidiaries, third party providers, third party licensees, content providers, and direct and indirect parent(s) for which monetary damages would be inadequate, and you consent to Sony obtaining any injunctive or equitable relief that Sony deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that may be available to Sony under contract, at law or in equity. THE PARTIES HERETO WAIVE TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER OR RELATING TO THIS EULA. Any claim or cause of action related to or arising out of or from your purchase or use of the Sony Product, Sony Software, Sony Content & Services or this EULA must be commenced within one (1) year after the claim or cause of action arises.

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