

aibo DEVELOPER PROGRAM TERMS OF SERVICE
FOR SONY'S aibo SERVICE

IMPORTANT – READ THESE TERMS OF SERVICE BEFORE PARTICIPATING IN THE aibo DEVELOPER PROGRAM. PARTICIPATION IN THE aibo DEVELOPER PROGRAM INDICATES YOUR ACCEPTANCE OF THESE TERMS OF SERVICE.

These Terms of Service ("TOS") are a legal agreement between you and Sony Electronics Inc. ("Sony"), the provider of Sony's aibo Service, Developer Program and any related services (collectively, the "Service") which enables you to access select Content (as defined below) and download certain applications within the Content, to the extent such applications are made available for download, in association with your aibo™ device ("aibo Device") and develop Linkable Apps/Material and publish Linkable Apps/Material to the Site for use on or in association with your aibo Device. The Service located at <https://us.aibo.com/> (the "Site"), is maintained by Sony, its affiliates, and/or hosting and other third party service providers. Please note that when you enter any other website accessible through the Site, such other website may have its own terms and conditions of use which are specific to such website. When you access, browse or use the Service or Site you accept the terms and conditions set forth in these TOS and any additional terms and conditions of use set forth in any other website. You may not use the Service or Site and may not accept these TOS if you are a person not permitted to use the Service or Site under the laws of the United States or other countries including but not limited to the country in which you are resident or from which you use the Service or Site.

Your use of certain software for your aibo Device is governed by the end user license agreement provided with your aibo Device and which may also be made available at [INSERT URL WHERE EULA MAY BE VIEWED] ("EULA"), as such EULA may be amended from time to time.

SOFTWARE INCLUDED IN THE AIBO DEVICE, SERVICE AND/OR THE SITE MAY ALLOW SONY AND/OR THIRD PARTIES TO COLLECT DATA FROM, CONTROL, AND/OR MONITOR THE AIBO DEVICE AND OTHER DEVICES RUNNING OR INTERACTING WITH SUCH SONY-PROVIDED SOFTWARE AND YOUR USE OF THE SERVICE AND SITE. YOU HEREBY CONSENT TO SUCH ACTIVITIES. IN ORDER TO USE CERTAIN FEATURES OF THE SERVICE, YOU WILL BE REQUIRED TO PROVIDE CERTAIN PERSONALLY IDENTIFIABLE INFORMATION TO SONY AND ITS AFFILIATES. SONY WILL ONLY USE SUCH PERSONALLY IDENTIFIABLE INFORMATION IN ACCORDANCE WITH THE TERMS OF ITS RESPECTIVE PRIVACY POLICIES. IN THIS REGARD, YOU AGREE TO SONY'S PRIVACY POLICY THAT IS AVAILABLE AT WWW.SONY.COM/SELPRIVACY ("SONY PRIVACY POLICY"). SONY'S PRIVACY POLICY MAY CHANGE FROM TIME TO TIME AND BY YOUR CONTINUED USE OF THE SITE OR SERVICES, YOU ARE INDICATING YOUR ACCEPTANCE OF SUCH CHANGES. IT IS YOUR RESPONSIBILITY TO CONSULT THE ABOVEMENTIONED LINK PERIODICALLY FOR ANY CHANGES TO THIS POLICY.

By accessing the Service through the Site, you agree to be bound by these TOS and the Sony Privacy Policy. If you do not agree to the terms of these TOS and the Sony Privacy Policy as amended from time to time, Sony is unwilling to allow you to, you have no right to, and you may not access or use the Service, Site, or Content.

ABOUT THE DEVELOPER PROGRAM:

In this Agreement, the terms listed below shall have the meaning set forth next, respectively.

- aibo Device Software API (hereinafter also simply referred to as "API"): Web API required for the development and operation of linked apps provided by Sony to Developers.
- Developer: Developer in the Developer Program.
- Related Data: Data, documents, etc. provided to Developers by Sony through this Service (including access token, authentication code, API reference guide, startup guide, test lists, etc.).

- Linkable App: An application program developed by Developer submitted to the Site that links the aibo Device with other devices and services (sends a specific command to aibo Device and executes it and receives and executes a specific command from aibo Device).

API, Related Data and any updates will constitute a part of this Service.

To start use of this Service and participate as a Developer in the Developer Program, you must have an Internet environment. You are solely responsible for all costs and expenses required to participate in the Developer Program, including but not limited the purchase/ownership of an aibo Device and the Internet.

Sony shall not be obligated to answer technical questions or provide other support for your participation in the Developer Program. In the event, that Sony offers support with regard to the Developer Program, Developer acknowledges and agrees that Sony shall not be liable for any results or consequences provided by Sony at its discretion.

This Service shall not be utilized for the purposes of backup and/or storage of any data.

DEVELOPER ACCOUNT REGISTRATION, INFORMATION MANAGEMENT, TERMINATION, ETC.

To participate in the Developer Program, Developer must open a Sony account on the Site (hereinafter referred to as "Account") and Developer must follow the terms and conditions associated therewith.

Developer shall appropriately manage the Account and Related Data, and shall notify Sony promptly in the event that the leakage or misuse of the Account or Related Data is discovered. Developer shall be responsible for all actions and results of using this Service based on his/her Account and/or Related Data.

Developer can withdraw and terminate participation in this Service (deletion of Account and participation as a Developer) at any time by contacting Sony. Sony may, in its sole discretion, also delete Developer's registration if the Developer has not logged into the Account for more than six (6) months.

Developer acknowledges and agrees that upon deletion of his/her Account (i) the Account details and any Content or Material associated therewith will be completely irretrievable by Developer; (ii) all access to Service will be terminated, including but not limited to deactivation of access tokens, authorization codes, Linkable Apps/Content/Material already published, and connectivity of the aforementioned to Developer's aibo Device; (iii) Developer shall promptly delete Related Data in his/her possession.

LINKABLE APP DEVELOPMENT

Developer shall develop Linkable Apps using the aibo Device with the latest version of API and the latest software update for the aibo Device.

Before publishing the Linkable App on the Site, Developer will comply with Sony's prescribed procedures such as application for publishing and will conduct tests as specified by Sony to confirm that there are no problems with the Linkable App.

YOUR RIGHT TO USE THIS SERVICE

The Service (including Content made available to you on or through the Site) is for your personal use only. Except as expressly provided in these TOS, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, modified, exchanged, sold, transmitted, or distributed in any way (including but not limited to "mirroring") for any business or commercial purpose, without, in each and every case, Sony's express prior written consent. You may not remove any copyright or trademark notices or other proprietary notice language found on the Site or contained in the Content. As long as you comply with these TOS, Sony grants you a non-exclusive, non-transferable, limited right to use the Service, and to access, display, and use the Site and Content strictly

for your personal use, which includes the right to download certain applications within the Content, to the extent such applications are made available for download, to your aibo Device, and to share such downloaded applications with other registered users of aibo Devices, to the extent such applications are made available for sharing from one aibo Device to another, or from the Site to another aibo Device.

Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between you and Sony.

SONY'S CONTENT

All materials on the Site, including but not limited to graphics, user and visual interfaces, audio, images, software, widgets, applications, text, and video clips ("Content"), as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Site or such Content and the domain names, trademarks, service marks, proprietary logos and other distinctive brand features found on the Site, are all owned or licensed by or to Sony, its affiliates or third party licensors, including but not limited to, developers who provided such Content. You cannot use the Content except as specified herein. You agree to follow all instructions on the Site limiting the way you may use the Content. Any unauthorized use of the Content may violate copyright, trademark, trade dress or patent laws, or various other intellectual property rights and unfair competition laws, the laws of privacy and publicity, and civil and criminal statutes. By making them available through the Service or on the Site, Sony is not granting you any license to utilize the domain names, trademarks, service marks, proprietary logos, and other distinctive brand features found on the Site. You may: (a) download one (1) copy only of certain applications within the Content to your aibo Device, solely to the extent such applications are made available for download from the Site to your Sony aibo Device and you may reproduce, execute, display, and use such applications on your aibo Device; and (b) you may share such downloaded applications with other registered users of aibo Devices, solely to the extent such applications are made available for sharing from one aibo Device to another; provided that you: (i) do not remove any copyright or trademark notices or other proprietary notice language contained in the copy of such Content; (ii) use such Content only for your personal, non-commercial, informational purposes and do not copy or post such Content on any networked computer or broadcast it in any media; (iii) make no modifications to any such Content; and (iv) do not make any additional representations or warranties relating to such Content.

RESTRICTIONS ON YOUR USE OF THE SITE AND SONY'S CONTENT

(a) You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.

(b) You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Sony server, or to any of the services made available on or through the Site, by hacking, password "mining" or any other illegitimate means.

(c) You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of, or visitor to, the Site or any other customer of Sony, including but not limited to any Sony account not owned by you, to its source, or exploit the Site or any Content, service or information made available on or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

(d) You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Sony's servers, systems or networks, or any systems or networks connected to the Site, or to any third party server, system or network which hosts, operates or otherwise supports the Site.

(e) You agree not to nor use any device, software or routine to interrupt or interfere, or attempt to interrupt or interfere with, the proper operation and working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

(f) You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Sony on or through the Site or any service made available on or through the Site.

(g) You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

(h) You acknowledge that all the intellectual property rights in the Service, Site and Content are owned by Sony, its affiliates or third party licensors of Sony, including but not limited to, developers who provided such Content. Except as expressly permitted under these TOS, you agree not to: (i) modify, distribute or create derivative works based on the Content; (ii) rent, lease, loan, or sell access to the Content; or (iii) decompile, reverse engineer or copy any Content.

(i) You will not use any information obtained on or through the Site in order to contact, advertise to, solicit, or sell to any user of the Site without such user's prior explicit consent. In order to protect users of the Site from such advertising, solicitation and sales, Sony reserves the right to restrict the number of communications you may send to any other user in any twenty-four (24) hour period to such a number which Sony deems appropriate in its sole discretion, and to establish general policies and limits concerning your use of the Site.

(k) You may not use the Service, Site or any Content for any purpose that is unlawful or prohibited by these TOS, or to solicit the performance of any illegal activity or other activity which infringes or violates any right of Sony or others.

(l) You must not attempt or perform any of the following acts in connection with the use of the Service and must not cooperate with or encourage any such acts by a third party:

- Infringing Sony or third-party rights or legally protected interests (including but not limited to intellectual property rights, trade secrets, privacy, publicity rights and/or ownership)
- Laws, court rulings or other legally binding dispositions by public institutions, or contrary to public order and morals
- Linkable Apps/Material (i) must be approved for use in this Service; (ii) may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, as determined by Sony in its sole discretion; (iii) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined by Sony in its sole discretion; (iv) may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (v) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights; (vi) may not use any watermarks or distinguishing artist marks (such as signatures); and (vii) if found to be in violation of these TOS will be disqualified and therefore removed from the Site and cease to be published.
- Unauthorized collection or use of other people's personal information or other privacy-related information or passwords, etc., or disclosure or provision of such to third parties
- Use this Service to perform profit-making activities (except those which have been approved by Sony in advance) or other activities that are different from the intended use of this Service

- Download, distribute, enable public transmission, modify or operate, reverse engineer, decompile, disassemble, delete, etc., all or part of this Service beyond the scope explicitly authorized by Sony.
- Viruses that operate on information terminals, network devices, systems, etc. managed by Sony or third parties, such as hindering their proper operation, interfering with or controlling operations, and viewing/obtaining/damaging data that incorporate into or execute other programs and files

If Sony determines, in its sole discretion, that the Developer violates the TOS, Sony may terminate Developer's Account and participation in this Service.

Sony is not obligated to monitor or record the use of this Service by Developers unless required by law. However, Sony may record, view, disclose, etc. online activities on the Service within the scope permitted by law.

SONY'S RIGHTS TO DEVELOPER'S MATERIAL

If you post, send, transmit, upload, or otherwise publish any communications, or, materials to Sony, the Service, or the Site by electronic mail or otherwise ("Materials"), including without limitation, any selections, comments, data, questions, suggestions, or the like, all such Materials are, and will be treated as, non-confidential and non-proprietary. Thus, you give up any claim that use of such Materials violates any of your rights including moral rights, privacy rights, proprietary or other property rights, rights of publicity, rights to credit for material or ideas, or any other right, including the right to approve the way Sony uses such Materials. Any Materials may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted, or used by Sony, or parties receiving it from Sony, anywhere in the world, in any medium, forever and without any attribution or compensation to you. Furthermore, you hereby assign all right, title, and interest in, and Sony is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Materials, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Materials. However, you agree and understand that Sony is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques in the Materials, and you have no right to compel such use, display, reproduction, or distribution. You represent and warrant that: (a) you own the Materials and any other content you provide, or otherwise have the right to grant the rights set forth in this paragraph; and (b) the Materials and any other content you provide do not violate the privacy rights, publicity rights, copyright rights, trade secret rights, or any other rights of any person or entity. You acknowledge and agree that Sony may create content that is, in whole or part, similar to or based on the Materials or any other content you provide.

RULES AND RESPONSIBILITY FOR MATERIALS SUPPLIED BY YOU

The Site may have an area which allows you to "chat" or upload and download materials, communications and other content, including without limitation, Materials. When using any of these areas and otherwise using the Site and Service, you agree not to conduct any activity, or to post, send, transmit, upload, or otherwise publish through the Site or Service, any materials, communications or other content that: (a) interfere with anyone else's use of the Service or Site; (b) are defamatory, libelous, abusive, illegal, profane, indecent, pornographic, obscene, hateful, offensive, harassing, or threatening in any way; (c) constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise intentionally or unintentionally violate any law, rule or regulation; (d) violate anyone's copyright, trademark, patent, trade secret, or other personal or proprietary right; (e) invade or interfere with the privacy of any other user; (f) contain a virus or any other harmful component; or (g) contain false or misleading statements of fact or descriptions of the origin of the material or the communication. You agree to comply with any additional rules and terms which are referred to on the Site or any other website accessed from the Site, applicable to forums, bulletin boards, chatrooms, discussions, postings, transmissions, and the

like. Although Sony may from time to time monitor or review forums, bulletin boards, chatrooms, discussions, postings, transmissions, and the like on the Site, Sony is under no obligation to do so and assumes no liability or responsibility arising from the activities, materials or communications associated with such forums, bulletin boards, chatrooms, discussions, postings, transmissions, and the like on the Site, or for any defamation, error, inaccuracy, libel, obscenity, or profanity in connection therewith. Sony may, at any time without notice and in its sole discretion, stop, modify, edit, or remove any user activity, material or communications for any or no reason, including but not limited to those that are defamatory, abusive, illegal, indecent, obscene, hateful, offensive, harassing, or threatening in any way, or that violate Sony's policies in any way. You agree that you are solely and entirely responsible and liable for all activities conducted, and materials and communications posted, sent, transmitted, uploaded, and otherwise published by, or on behalf of, you through the Site and Service. You understand that by using the Site and Service you may be exposed to activities, materials and communications that you may find defamatory, abusive, illegal, indecent, obscene, hateful, offensive, harassing or threatening, and that, in all respects, you use the Site and Service at your own risk and discretion.

LINKS

The Site may contain links to other Internet sites. Sony provides such links for your convenience only, and is not responsible for, nor does it control or endorse, the content of any website linked to or from the Site. Links from the Site to any other website do not mean that Sony approves of, endorses, or recommends that website. You will need to make your own independent judgment regarding your interaction with any website linked to or from the Site. Sony disclaims all warranties, express or implied, regarding all websites linked to or from the Site, including but not limited to as to the accuracy, legality, reliability, or validity of any content on any such websites. You acknowledge that it is your responsibility to comply with the terms and conditions of any websites linked to or from the Site.

TRANSMITTED INFORMATION

Internet transmissions are never completely private or secure. You understand that any message or information you send to Sony may be read or intercepted by others, unless there is a special notice that a particular message (for example, credit card information) is encrypted (sent in code). Sending a message to Sony does not cause Sony to have any special responsibility to you.

ACCOUNTS, PASSWORDS AND SECURITY

Your access and use of the Site, Service and Content requires you to have an account (including a Sony ID and password). By accessing and using the Site, Services or Content, you represent and warrant that: (a) all information you submit is true, accurate, current, and complete information about yourself; (b) you will maintain/promptly update such information; (c) you are thirteen (13) years of age or older; and (d) your use of the Service, Site and Content does not violate any applicable law, rule or regulation. You are entirely responsible for maintaining the security and confidentiality of the information you hold for your account, including but not limited to your password, and for any and all activity that occurs under your account as a result of your failure to keep this information secure and confidential. You agree to notify Sony immediately of any unauthorized use of your account or password, or any other breach of security. Should you ever decide to return or transfer, or otherwise no longer possess, your aibo Device that is linked to one or more of your accounts, you agree to: (i) de-register your aibo Device by deleting it from any and all accounts you may have established on or have access through your aibo Device; and (ii) reset your aibo Device to its original factory settings. You may be held liable for losses incurred by Sony or any other user of, or visitor to, the Site due to someone else using your Sony ID, password or account as a result of your failing to keep your account information secure and confidential. You may not use anyone else's Sony ID, password or account at any time without the express permission and consent of the holder of that Sony ID, password or

account. Sony cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

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Some jurisdictions may not allow exclusions or limitations of incidental or consequential damages, exclusions or limitations 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 you.

RELEASE

You hereby release Sony, its affiliates, its third party licensors, and its hosting and other third party service providers, and its and their respective directors, officers, employees, agents, information providers, licensors and developers, and successors and assigns from and against any and all demands, claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses of any kind, including but not limited to, personal injuries, death and property damage, that arise from, out of or in connection with, or incident to, directly or indirectly, the use of the Site, Services or Content.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Sony, its parent, subsidiaries, affiliates, its third party licensors, and its hosting and other third party service providers, and its and their agents, directors, officers, employees, information providers, licensors, and developers (each an "Indemnified Party"), from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by the Indemnified Party(ies) in connection with any actual or alleged claim arising out of: (a) your use of the Service, Site or Content; (b) any breach or alleged breach by you of these TOS in any manner; (c) any use of the Materials or other information you submit to Sony hereunder; (d) any breach or alleged breach by you of a third party's rights; (e) any damage caused by or alleged to have been caused by you to the Content, Service or Site; or (f) any actual or alleged violation or non-compliance by you with any applicable law, rule or regulation. Counsel you select for defense or settlement of a claim must be consented to by Sony and/or the Indemnified Party(ies) prior to counsel being engaged to represent you and Sony and/or the Indemnified Party(ies). You and your counsel will cooperate as fully as reasonably required, and provide such information as reasonably requested, by the Indemnified Party(ies) in defense or settlement of any claim. Sony and/or the Indemnified Party(ies) reserve the right, at its own expense, to assume the exclusive defense or settlement, and control of any matter otherwise subject to indemnification by you. You shall not in any event consent to any judgment, settlement, attachment, or lien, or any other act adverse to the interest of Sony or any Indemnified Party(ies) without the prior written consent of Sony and/or the Indemnified Party(ies).

AUTOMATIC UPDATE FEATURE / MODIFICATION OF TOS

Sony may, in its sole discretion, add, change, modify, discontinue, remove, or suspend any portion or feature of, the Service, Site or Content, temporarily or permanently, at any time, without notice and without liability. Such additions, changes or modifications may change or delete the nature of features or other aspects of the Service, Site or Content, including features you may rely upon. You hereby agree that such activities may occur at Sony's sole discretion and that Sony may condition continued use of the Service, Site and/or Content upon your complete installation or acceptance of such additions, changes or modifications. Sony may add to, change, or remove any part, term, or condition of these TOS at any time without prior notice to you. It is your responsibility to check these TOS periodically for changes. By

continuing to use the Service, you are indicating your acceptance of such changes. Sony may take any legal, equitable and technical remedies to prevent violation of and/or to enforce these TOS, including, without limitation, immediate termination of your use of the Service and/or Content, and/or access to the Site, if Sony believes in its sole discretion that you are violating these TOS.

FEES

Sony currently provides the Service (including access to the Site and Content) free of charge, but reserves the right in the future to charge for your use of the Service and to change its fees from time to time in its sole discretion, upon notice to you.

EXPORT RESTRICTIONS

You may not and agree not to use, export or re-export any portion of the Service made available through the Site, or any Content or any copy or adaptation of such Content, in violation of any applicable laws, rules or regulations, including but not limited to, United States export laws, rules and regulations. By downloading, copying or using the Content, you represent and warrant that such download, copy or use is not in violation of any such laws, rule or regulation.

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The software in certain Content may contain encryption technology. You acknowledge that any export of such Content from the United States or subsequent re-export of such Content by a person located outside of the United States requires a license or other authorization from the U.S. Department of Commerce's Bureau of Industry and Security. You further acknowledge that any Content that contains encryption technology and which is obtained on or through the Site or Service, is not intended for use by a foreign government end user. By accepting these TOS, you agree to abide by all relevant U.S. export laws and regulations in the purchase and use of Content containing encryption technology, including but not limited to those regulations relating to the export control of cryptographic items and not to transfer, or authorize the transfer, of such Content to a prohibited country or otherwise in violation of any such restrictions or regulations.

US GOVERNMENT CUSTOMERS

Software contained in Content is a "Commercial Item" as that term is defined in 48 C.F.R. Sec. 2.101, consisting of "Commercial Computer Software" (as defined in 48 C.F.R. Sec. 2.101) and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Sec. 12.212 or 48 C.F.R. Sec. 227.7202, as applicable. Consistent with 48 C.F.R. Sec. 12.211 and 12.212, and 48 C.F.R. Sec. 227.7202-1 through Sec. 227.7202-4, as applicable, software contained in Content is being provided to U.S. Government Customers: (a) only as a Commercial Item; and (b) with only those license rights as are granted to all other end users pursuant to the terms and conditions of these TOS. This U.S. Government Customers clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or computer software documentation.

HIGH RISK ACTIVITIES

The aibo Device, Site, Service, and Content are not fault-tolerant and are not designed, manufactured, provided, or intended for use in, or in connection with, hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the aibo Device,

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- (b) A description of the copyrighted work that you claim has been infringed;
- (c) The exact URL or a description of where the alleged infringing material is located;
- (d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
- (d) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
- (e) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Sony Electronics Inc.
16535 Via Esprillo
San Diego, CA 92127
Attn: Intellectual Property Agent
E-Mail: ipagent@am.sony.com

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JURY TRIAL WAIVER

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO WAIVE TRIAL BY JURY WITH RESPECT TO ANY MATTERS ARISING UNDER OR RELATING TO THESE TOS. Any cause of action arising under these TOS must be commenced within one (1) year after the claim or cause of action arises.

DISPUTE RESOLUTION (INCLUDING BINDING ARBITRATION - US ONLY)

Read the following Dispute Resolution provision carefully. It details your rights and instructions should a dispute related to the product arise.

What Happens If We Have A Dispute (US Only): Should a dispute or claim arise related to the aibo Device, Your purchase and/or use of the aibo Device, the terms of the Limited Warranty, or any service provided under the terms of the Limited Warranty (including any repair or replacement), or the Service and/or the Site ("Dispute"), You and Sony agree that the Dispute shall be resolved exclusively through binding arbitration. YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) IN ANY DISPUTES IN COURT. You also agree that ANY DISPUTE RESOLUTION PROCEEDING WILL ONLY CONSIDER YOUR INDIVIDUAL CLAIMS, AND BOTH PARTIES AGREE NOT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION, OR

PRIVATE ATTORNEY GENERAL ACTION. Despite the above, you have the right to litigate any Dispute on an individual basis in small claims court or other similar court of limited jurisdiction, 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 the amount in controversy) are satisfied.

Arbitration Instructions. To begin Arbitration, either you or Sony must make a written demand to the other for arbitration. The Arbitration will take place before a single arbitrator. The Arbitration will be administered in keeping with the Expedited Procedures of the Commercial Arbitration Rules, and the Supplementary Proceedings for Consumer-Related disputes ("Rules") of the American Arbitration Association ("AAA") in effect when the claim is filed, if applicable. 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 Sony, 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 Sony 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 during the arbitration.

However, 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.

Opt-Out Instructions. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING

ARBITRATION PROVISION, THEN: (1) You must notify Sony in writing within 30 days of the date that you purchased the Product; (2) Your written notification must be mailed to Sony Electronics Inc., 16535 Via Esprillo, San Diego CA 92127, Attn: Legal Department; AND (3) Your written notification must include (a) Your NAME, (b) Your ADDRESS, (c) the DATE you purchased the product, and (d) a clear statement that "YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ELECTRONICS ENTITY THROUGH ARBITRATION AND/OR BE BOUND BY THE CLASS ACTION WAIVER."

Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty accompanying the Product in any way, and you will continue to enjoy the benefits of the Limited Warranty, if applicable.

ENTIRE AGREEMENT, NOTICE, WAIVER AND SEVERABILITY

These TOS, any additional terms and conditions posted on the Site, the Sony Privacy Policy, and the EULA, together constitute the entire agreement between you and Sony with respect to the Site, Service and Content (excluding any services or content which Sony may provide to you under a separate written agreement), and the aibo Device, and completely supersedes, cancels and replaces any and all other written or oral agreements or understandings previously existing between you and Sony with respect to such use. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these TOS, including without limitation, the Site, Service or Content. Furthermore, these TOS (including without limitation, the Site, Service and Content) 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, even if such law is adopted by a jurisdiction. Any notice by Sony hereunder may be made by letter, e-mail or posting through the Service or on the Site. The failure of Sony to exercise or enforce any right or provision of these TOS shall not constitute a waiver of such right or provision. If any part of these TOS is held invalid, illegal or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of these TOS, and the other parts will remain in full force and effect.

THIRD PARTY BENEFICIARIES

These TOS shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each Indemnified Party shall be a third party beneficiary hereunder and accordingly, shall be entitled to directly enforce and rely upon any provision of these TOS that confers a right or remedy in favor of it.

TERM AND TERMINATION

Sony reserves the right to do any of the following, at any time, without notice: to modify, interrupt, suspend or terminate operation of or access to the Service and/or Site, or any portion of the Service and/or Site, for any or no reason. In addition, Sony may terminate your access to the Service and Site, and/or block your future access to the Service and Site, without notice, if you fail to comply with these TOS and in such event, you must cease using the Service, which includes without limitation, refraining from accessing or using the Site. You may stop using the Service at any time, which includes without limitation, refraining from accessing or using the Site. Upon termination of your use of the Service and/or Site for any reason, you will have no recourse against Sony, its affiliates, its third party licensors, or its hosting and other third party service providers for your inability to use the Service and/or Site, and you must destroy any copies of Content in your possession, including any Content downloaded through the Service and/or Site onto your aibo Device. Any of your obligations under these TOS which by their nature are intended to survive the termination of your use of the Site or Service, shall continue to apply to you after you cease to use the Service and/or Site.

RULES FOR KIDS (UNDER AGE 16)

If you are under 16, you should ask your parents or a guardian before you: (i) email the Site, or ask us to e-mail anything to you; (ii) send in any information; (iii) enter any contest or game that requires information about you or offers a prize; (iv) join any club or group; (v) post any information on any forum, bulletin board or enter any chatroom; or (vi) buy anything online.

NOTICE TO/REGARDING CHILDREN UNDER THE AGE OF 13

If you are under 13 years of age, you should not provide any personally identifiable information (for example, your last name, home address or e-mail address) through the Service, Content or Site without the knowledge and permission of your parent or guardian. If Sony learns that you are under 13 years of age,

Sony will not maintain or use any personally identifiable information about you without the verifiable consent of your parent or guardian, except as allowed by law. This may mean that you will be unable to use certain features of the Service, Content and the Site without that verifiable consent.

Should you have any questions concerning these TOS, you may contact Sony by writing to:

Sony Electronics Inc.

16535 Via Esprillo

San Diego, CA 92127

Attn.: Vice President, aibo Device