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You acknowledge and agree that SONY and its affiliates, partners and agents may read, collect, transfer, process and store certain information collected from the SOFTWARE, including but not limited to information about (i) the SOFTWARE and (ii) the software applications, contents and peripheral devices that interact with your DEVICE and the SOFTWARE ("Information"). Information includes, but is not

limited to: (1) unique identifiers relating to your DEVICE and its components; (2) performance of the DEVICE, the SOFTWARE and their components; (3) configurations of your DEVICE, the SOFTWARE and the software applications, contents and peripheral devices that interact with the DEVICE and the SOFTWARE; (4) use and frequency of use of the functions of (x) the SOFTWARE, and (y) the software applications, contents and peripheral devices that interact with the SOFTWARE; and (5) location data, as indicated below. SONY and its affiliates, partners and agents may use and disclose Information subject to applicable laws in order to improve its products and services or to provide products or services to you. Such uses include, but are not limited to: (a) administering the functionalities of the SOFTWARE; (b) to improve, service, update or upgrade the SOFTWARE; (c) improving, developing and enhancing the current and future products and services of SONY and other parties; (d) to provide you with information about the products and services offered by SONY and other parties; (e) complying with applicable laws or regulations; and (f) to the extent offered, providing you with location-based services of SONY and other parties, as indicated below. In addition, SONY retains the right to use Information to protect itself and third parties from illegal, criminal or harmful conduct.

Certain services available through the SOFTWARE may rely upon location information, including, but not limited to, the geographic location of the DEVICE. You acknowledge that for the purpose of providing such services, SONY, the THIRD-PARTY SUPPLIERS or their partners may collect, archive, process and use such location data, and that such services are governed by the privacy policies of SONY or such third party. By using any such services, you agree that you have reviewed the privacy policies applicable to such services and consent to such activities.

SONY, its affiliates, partners and agents will not intentionally use Information to personally identify the owner or user of the SOFTWARE without your knowledge or consent. Any use of Information will be in accordance with the privacy policies of SONY or such third party. SONY's current privacy policy is located at: www.sony.com/selprivacy.

Please contact applicable third parties for privacy policies relating to personally identifiable and other information you provide when you use or access third party software or services.

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AUTOMATIC UPDATE FEATURE

From time to time, SONY or the THIRD-PARTY SUPPLIERS may automatically update or otherwise modify the SOFTWARE, including, but not limited to, for purposes of enhancement of security functions, error correction and improvement of functions. Such updates or modifications may delete or change the nature of features or other aspects of the SOFTWARE, including, but not limited to, functions you may rely upon. You acknowledge and agree that such activities may occur at SONY's sole discretion and that SONY may condition continued use of the SOFTWARE upon your acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the SOFTWARE for purposes of this EULA. By acceptance of this EULA, you consent to such update/modification.

ENTIRE AGREEMENT, WAIVER, SEVERABILITY

This EULA and SONY's privacy policy, each as amended and modified from time to time, together constitute the entire agreement between you and SONY with respect to the SOFTWARE. The failure of SONY to exercise or enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. If any part of this EULA is held invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible so as to maintain the intent of this EULA, and the other parts will remain in full force and effect. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the SOFTWARE or this EULA. Furthermore, 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.

BINDING ARBITRATION

ANY "DISPUTE" THAT IS NOT RESOLVED THROUGH THE INFORMAL NEGOTIATION PROCESS DESCRIBED ABOVE SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION. "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 SOFTWARE or this EULA. DISPUTE is to be given the broadest possible meaning that will be enforced. If a DISPUTE arises, you agree to first give notice to SONY by contacting Sony Electronics Inc. at 16535 Via Esprillo, MZ 1105, San Diego, CA 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 DISPUTE enforcing, protecting, or concerning the validity of intellectual property rights.

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. 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 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. 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 declaratory or injunctive 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.

SMALL CLAIMS EXCEPTION

Despite the provisions set forth above, you have the right to litigate any DISPUTE 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 amount in controversy) are satisfied.

CLASS ACTION WAIVER

YOU UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP THE RIGHT TO LITIGATE (OR PARTICIPATE IN AS A PARTY OR CLASS MEMBER) ANY DISPUTES IN COURT BEFORE A JUDGE OR JURY. ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS, AND BOTH PARTIES AGREE NOT TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, REPRESENTATIVE ACTION, CONSOLIDATED ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS ALL PARTIES INVOLVED IN THE DISPUTE SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

OPT-OUT INSTRUCTIONS

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND/OR THE CLASS ACTION WAIVER ABOVE, THEN: (1) YOU MUST NOTIFY SONY IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU FIRST USE THE SOFTWARE OR AGREE TO THIS EULA, WHICHEVER OCCURS FIRST; (2) YOUR WRITTEN NOTIFICATION MUST BE MAILED TO SONY ELECTRONICS INC., 16535 VIA ESPRILLO, MZ 1105, SAN DIEGO CA 92127, ATTN: LEGAL DEPARTMENT; AND (3) YOUR WRITTEN NOTIFICATION MUST INCLUDE: (A) YOUR NAME; (B) YOUR ADDRESS; (C) THE DATE YOU FIRST USED THE SOFTWARE OR AGREED TO THIS EULA; AND (D) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ENTITY THROUGH ARBITRATION AND/OR TO BE BOUND BY THE CLASS ACTION WAIVER.

REJECTING CHANGES MADE TO THE DISPUTE PROCEDURES

Despite anything to the contrary in this EULA, you may reject changes made to the binding arbitration provision and class action waiver if: (1) you've already begun authorized use of the SOFTWARE at the time the change was/is made; and (2) you mail written notice to the address in the immediately preceding paragraph 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.

MISCELLANEOUS

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.

EQUITABLE REMEDIES

Notwithstanding anything contained in this EULA to the contrary, you acknowledge and agree that any violation of or non-compliance with this EULA by you will cause irreparable harm to SONY, 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. SONY may also take any legal and technical remedies to prevent violation of and/or to enforce this EULA, including, but not limited to, immediate termination of your use of the SOFTWARE, if SONY believes in its sole discretion that you are violating or intend to violate this EULA. These remedies are in addition to any other remedies SONY may have at law, in equity or under contract.

TERMINATION

Without prejudice to any of its other rights, SONY may terminate this EULA if you fail to comply with any of its terms. In case of such termination, you must: (i) cease all use, and destroy any copies, of the SOFTWARE; (ii) comply with the requirements in the section below entitled “Your Account Responsibilities”.

AMENDMENT

SONY RESERVES THE RIGHT TO AMEND ANY OF THE TERMS OF THIS EULA AT ITS SOLE DISCRETION BY POSTING NOTICE ON A SONY DESIGNATED WEB SITE, BY EMAIL NOTIFICATION TO AN EMAIL ADDRESS PROVIDED BY YOU, BY PROVIDING NOTICE AS PART OF THE PROCESS IN WHICH YOU OBTAIN UPGRADES/UPDATES OR BY ANY OTHER LEGALLY RECOGNIZABLE FORM OF NOTICE. If you do not agree to the amendment, you should promptly contact SONY for instructions. Your continued use of the SOFTWARE after the effective date of any such notice shall be deemed your agreement to be bound by such amendment.

THIRD-PARTY BENEFICIARIES

Each THIRD-PARTY SUPPLIER is an express intended third-party beneficiary of, and shall have the right to enforce, each provision of this EULA with respect to the SOFTWARE of such party.

YOUR ACCOUNT RESPONSIBILITIES

Should you return your DEVICE to its place of purchase, sell or otherwise transfer your DEVICE, or if this EULA is terminated, you are responsible for and must uninstall the SOFTWARE from the DEVICE and delete any and all accounts you may have established on DEVICE or are accessible through the SOFTWARE. You are solely responsible for maintaining the confidentiality of any accounts you have with SONY or third parties and any usernames and passwords associated with your use of the DEVICE.

Should you have any questions concerning this EULA, you may contact SONY by writing to SONY at: Sony Electronics Inc., 16535 Via Esprillo, San Diego, CA 92127.

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