

SIE APPLICATION END USER LICENSE AGREEMENT (Version 1.1)

September 1, 2018

PLEASE READ THIS SIE APPLICATION END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

THIS AGREEMENT IS BETWEEN YOU AND SONY INTERACTIVE ENTERTAINMENT INC. ("SIE"). ACCESS TO OR USE OF THE APPLICATION SOFTWARE ("APPLICATION SOFTWARE") DISTRIBUTED BY SIE FOR USE ON THE DEVICE (DEFINED BELOW) IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT'S TERMS. BY USING THE APPLICATION SOFTWARE, YOU REPRESENT THAT YOU ARE CAPABLE OF ENTERING INTO A CONTRACT UNDER THE LAWS OF YOUR JURISDICTION AND AGREE TO BE BOUND BY THIS AGREEMENT'S TERMS.

You are accepting this AGREEMENT on your behalf and on behalf of other people who access or use: (i) the APPLICATION SOFTWARE on the device that you own or control and that lawfully runs the applicable versions of Microsoft Windows or Mac OS ("DEVICE"); or (ii) your account on PlayStation™Network with the APPLICATION SOFTWARE. You are responsible for other people's use of the APPLICATION SOFTWARE and for their compliance with this AGREEMENT's terms.

This AGREEMENT applies to the APPLICATION SOFTWARE and any patches, updates, upgrades or new versions of that software.

NOTE: IF YOU ARE A UNITED STATES RESIDENT OR A RESIDENT OF A COUNTRY IN NORTH, CENTRAL OR SOUTH AMERICA, TO THE FULLEST EXTENT PERMITTED BY LAW, THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 9 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "DISPUTE" (AS DEFINED IN SECTION 9) BETWEEN YOU AND A "SONY ENTITY" (AS DEFINED IN SECTION 9). YOU HAVE A RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED IN SECTION 9.

1. LICENSE GRANT

Subject to this AGREEMENT's terms, SIE grants you a limited, non-transferable, non-exclusive, non-commercial right to use the APPLICATION SOFTWARE solely on the DEVICE. Your rights to use previous versions of the APPLICATION SOFTWARE other than the current version of the APPLICATION SOFTWARE terminate as soon as you can receive or have the most current version of the APPLICATION SOFTWARE installed on the DEVICE.

Certain license terms for SIE-licensed, third-party software or service may require that SIE provides you with notices and license terms for that third-party software or service. These notices and license terms are available to you at the place which SIE thinks appropriate.

All rights to use the APPLICATION SOFTWARE are granted by license only, and you are not granted any ownership rights or interests in the APPLICATION SOFTWARE. SIE and its licensors retain all intellectual property rights in the APPLICATION SOFTWARE. All use of or access to the APPLICATION SOFTWARE is subject to this AGREEMENT's terms and applicable intellectual property laws. Except as this AGREEMENT expressly grants, SIE and its licensors reserve all rights in the APPLICATION SOFTWARE.

2. RESTRICTIONS

You may not (i) lease, rent, sublicense, publish, modify, patch, adapt or translate the APPLICATION SOFTWARE, or make it available on a network to other users; (ii) reverse engineer, decompile or disassemble APPLICATION SOFTWARE, create the APPLICATION SOFTWARE derivative works; (iii) attempt to create the APPLICATION SOFTWARE source code from its object code; (iv) use any unauthorized, illegal, counterfeit or modified hardware or software with the APPLICATION SOFTWARE; (v) reinstall earlier versions of the APPLICATION SOFTWARE; (vi) violate any laws, regulations or statutes or rights of SIE or third parties in connection with your access to or use of the APPLICATION SOFTWARE; (vii) obtain the APPLICATION SOFTWARE in any manner other than through SIE's authorized distribution methods; or (viii) exploit the APPLICATION SOFTWARE in any unlicensed manner.

These restrictions will be construed to apply to the greatest extent permitted by the law in your jurisdiction.

3. SERVICES AND UPDATES; THIRD PARTY AGREEMENTS AND CONTENT

SIE may provide you with certain APPLICATION SOFTWARE updates, upgrades or services. Some updates, upgrades or services may change your current

settings, cause a loss of data or content or cause functionality or feature loss.

The APPLICATION SOFTWARE may refer to, display or provide you with links to websites or content that third parties independently operate or maintain ("Third Party Content and Links").

SIE and its affiliates do not control or direct Third Party Content and Links nor do SIE and its affiliates monitor, approve, endorse, warrant or sponsor any Third Party Content and Links. SIE and its affiliates have no liability to you for any Third Party Content and Links. Your reliance on any Third Party Content and Links is at your own risk, and you assume all responsibilities and consequences resulting from your reliance.

4. COLLECTION OF INFORMATION/AUTHENTICATION

In order to operate SIE's businesses and deliver products and services, SIE may collect and retrieve information about the DEVICE and APPLICATION SOFTWARE. This information may be used for system monitoring/diagnostics, marketing purposes and tracking user behavior anonymously. When you sign-in to your Sony Entertainment Network account from the APPLICATION SOFTWARE, SIE may be able to link this information with your account and other information associated with your account. Please refer to the PSN(SM) Privacy Policy for your region linked from SIE's legal documents site at <https://doc.dl.playstation.net/doc/legal/index.html> for further details on how this information will be used and who to contact if you have questions.

5. INTERNET CONNECTION

Some features of the APPLICATION SOFTWARE may require an Internet connection. You are responsible for all fees incurred in connection with access to or use of the Internet.

6. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

The APPLICATION SOFTWARE is provided "AS IS" without any express or implied warranties. SIE, its affiliates and licensors expressly disclaim any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SIE does not warrant that operation of the APPLICATION SOFTWARE will be uninterrupted or error

free, or that the APPLICATION SOFTWARE will work properly on the DEVICES. SIE may, at SIE's sole discretion, discontinue supporting the APPLICATION SOFTWARE at any time, and SIE has no liability for such discontinuance.

If the APPLICATION SOFTWARE uses online servers, SIE makes no commitment to continue to make those servers available.

IN NO EVENT ARE SIE, ITS AFFILIATES AND LICENSORS LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFIT, OR ANY LOSS OR DAMAGE, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, HOWEVER ARISING, AS A RESULT OF ACCESSING OR USING THE APPLICATION SOFTWARE. SO LONG AS THIS PROVISION IS ENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. VIOLATION OF AGREEMENT; TERMINATION OF RIGHTS AND SIE REMEDIES

If SIE determines that you have violated this AGREEMENT's terms, SIE may itself or may procure the taking of any action to protect its interests such as disabling access to or use of some or all APPLICATION SOFTWARE, termination of your access to PSN, denial of any services provided in the APPLICATION SOFTWARE, or reliance on any other remedial efforts as reasonably necessary to prevent the use of modified or unpermitted use of the APPLICATION SOFTWARE.

SIE, its affiliates and licensors reserve the right to bring legal action in the event of a violation of this AGREEMENT. SIE may participate in governmental or private legal action or investigation relating to your use of the APPLICATION SOFTWARE.

8. EXPORT CONTROL AND COMPLIANCE WITH LAWS

The APPLICATION SOFTWARE may contain technology that is subject to certain restrictions under export-control laws and regulations. As such, the APPLICATION SOFTWARE may not be exported or re-exported to persons and entities in violation of these laws and regulations. You must comply with these laws when using the APPLICATION SOFTWARE. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by

the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

9. BINDING INDIVIDUAL ARBITRATION FOR CERTAIN RESIDENTS

The following terms in this Section 9, to the fullest extent permitted under law, only apply to you if you are a resident of the United States or a country in North, Central or South America.

The term "Dispute" means any dispute, claim, or controversy between you and SIE, Sony Interactive Entertainment LLC, any of their current or former affiliates, or any predecessor or successor entity to any of the foregoing, including Sony Computer Entertainment Inc., Sony Computer Entertainment America LLC, and Sony Interactive Entertainment America LLC ("Sony Entity") regarding use of the APPLICATION SOFTWARE, whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this Section 9 (with the exception of the enforceability of the Class Action Waiver clause below). "Dispute" has the broadest possible meaning that will be enforced.

If you have a Dispute (other than one described as excluded from arbitration below) with any Sony Entity or a Sony Entity's officers, directors, employees and agents ("Adverse Sony Entity") that cannot be resolved through negotiation as required below, you and the Adverse Sony Entity must seek resolution of the Dispute only through arbitration of that Dispute according to Section 9's terms and not litigate that Dispute in court. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

YOU AND THE SONY ENTITIES AGREE THAT ANY CLAIM FILED BY YOU OR BY A SONY ENTITY IN SMALL CLAIMS COURT IS NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 9.

IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION 9, YOU MUST NOTIFY SIE IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO SONY INTERACTIVE ENTERTAINMENT INC. CARE OF SONY INTERACTIVE ENTERTAINMENT LLC, 2207 BRIDGEPOINTE PARKWAY, SAN MATEO, CA 94404, ATTN: LEGAL DEPARTMENT – WAIVER AND MUST INCLUDE: (I) YOUR NAME (II) YOUR ADDRESS (III) YOUR SIGN-IN ID IF YOU HAVE

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