

PLAYSTATION®MOBILE FORMAT LICENSED PUBLISHER AGREEMENT

May 29, 2014

Version 1.01

PLEASE SCROLL DOWN AND READ THIS AGREEMENT CAREFULLY. TO BECOME A PLAYSTATION®MOBILE FORMAT PUBLISHER, YOU MUST AGREE TO THESE TERMS BY CLICKING ON THE "ACCEPT" BUTTON BELOW. IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL NOT BE ABLE TO PROCEED. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN COMPANY AND SCEA. THE PERSON ACCEPTING THIS AGREEMENT'S TERMS ON COMPANY'S BEHALF REPRESENTS THAT HE OR SHE IS AUTHORIZED TO BIND COMPANY TO THIS AGREEMENT'S TERMS.

This PLAYSTATION®MOBILE LICENSED PUBLISHER AGREEMENT is between Sony Computer Entertainment America LLC, a Delaware limited liability company ("SCEA"), and the organization or company named in the accompanying application, which is referred to in this agreement as Company.

Capitalized terms used in this agreement are defined in Schedule 1 unless defined where they are introduced in this agreement.

1. LICENSE TO PUBLISH APPLICATIONS

1.1. Subject to this agreement's terms and payment of the Annual License Fee, SCEA grants Company a non-exclusive, non-transferable license, within the Territory during the Term, to: (i) publish, distribute, supply and sell Applications through SCEA or an Affiliate on PSNSM; (ii) sublicense Users the right to use Applications for personal, non-commercial purposes on PSM Compatible Devices only, and not with other devices or for public performance; and (iii) market, advertise and promote Applications.

1.2. Company may advertise Applications, and SCEA may require Company to submit Advertising Materials to SCEA for review and approval in advance of distribution according to the Guidelines. Subject to section 10.6, Company may serve, provide or include non-dynamic advertising for Applications or other products, product placement and sponsorship, in or in conjunction with Applications. Company may dynamically serve advertising into Applications only with SCEA's prior, written consent, which consent is within SCEA's sole discretion, and provided the advertising is served through an SCEA- or an Affiliate-approved advertising distribution partner. All advertising, product placement and sponsorship permitted under this agreement must be carried out strictly in accordance with the Guidelines.

1.3. Subject to section 14.5, Company is solely responsible for all costs, expenses, losses and liabilities incurred in connection with Company's use of SCEA Materials, the exercise of Company's rights under this agreement and the publishing of Applications.

1.4. SCEA or any Affiliate may commercially exploit any concepts or products that are similar to any Application concept or product, if SCEA or an Affiliate has independently developed those concepts or products without reference to or reliance upon Company's work.

1.5. SCEA may change any term of this agreement at any time on reasonable notice, and Company must accept any new terms provided to Company by SCEA, in the manner specified by

SCEA, in order to continue to exercise Company's rights under this agreement.

2. PUBLISHING CONDITIONS

2.1. The licenses granted to Company under this agreement are expressly conditioned on Company's compliance, throughout the Term, with the Guidelines as and when the Guidelines are published or within a reasonable time following their publication. The Guidelines are comparable to the guidelines and specifications applied to SCEA's and Affiliates' PlayStation Mobile Format products. SCEA or an Affiliate may modify, supplement or amend the Guidelines by giving reasonable notice to Company. Reasonable notice includes publishing Guideline modifications, supplements or amendments via the Developer Portal. The Guidelines are incorporated into and form a part of this agreement.

2.2. Company acknowledges that PSM Compatible Devices that operate on older versions of the Android OS or another OS of a PSM Compatible Device may not be compatible with Applications developed pursuant to the Guidelines. Company shall make reasonable efforts to update Company's existing Applications if and when the Guidelines are updated to reflect any changes or updates to any supported PSM Compatible Device OS.

2.3. Applications must be distributed, supplied or sold via PSNSM's commerce system exclusively and must use or support digital rights management rules, specified in the Guidelines, and PSNSM online IDs or their equivalent.

2.4. Where Applications offer Online Gameplay, Company must comply with Schedule 2's terms and the Guidelines.

2.5. Other than where SCEA consents in writing in advance in each case, which consent is within SCEA's sole discretion:

A. Company may not bundle any Application with any other goods or services.

B. Company may not publish an Application consisting of additional content for use with an already-published Application as a standalone product. If Company wishes to publish the additional content, Company shall re-submit the already-published Application, together with the additional content, according to sections 3 and 6. Company is not required to re-rate the new submission under section 4.1 unless local law or the consumer advisory ratings system designated by SCEA under that section requires Company to rate the full submission or additional content.

C. Company may not develop Applications for use in conjunction with any third-party peripherals (e.g., controllers, memory storage devices) without SCEA's prior written consent. Where SCEA consents to the development of an Application for use with any third-party peripheral, Company is solely responsible for the functionality and operational compatibility of Applications with those third-party peripherals and for any damages that result from any use or inability to use any third-party peripherals with any Applications or PSM Compatible Devices. SCEA has no responsibility to test or evaluate the compatibility of Applications with any third-party peripherals. If any Application fails to perform to SCEA's satisfaction with any third-party peripheral that it is intended to support, SCEA may require that Company modify or remove portions of the Application intended to support the affected third-party peripheral.

D. Where SCEA grants consent under this section 2.5, this agreement's terms apply, where appropriate, to the relevant bundle or Application that is deemed an Application for this agreement's purposes.

3. STANDARDS FOR APPLICATIONS

Before publishing any Application, Company must comply with all requirements for format quality assurance of Applications on a product-by-product basis as the Guidelines specify.

4. RATING REQUIREMENTS

4.1. No Application may be marketed, advertised, promoted, published, distributed, supplied or sold unless it bears a consumer advisory age rating, consisting of a rating code and product descriptors, either as required by local law or as issued by, and following the rating display requirements of, a consumer advisory ratings system designated by SCEA or an Affiliate in the Guidelines. Unless the parties agree otherwise in writing, Applications must be rated for all required Territories at the time of submission even if the Application is not intended to be released in all countries of the Territory, and Company shall pay all expenses incurred in connection with obtaining these ratings. Applications may bear no more than one consumer advisory rating in any place where it is marketed, advertised, promoted or offered for sale, although an Application may have a different rating for different countries. Advertising Materials likewise may bear no more than one consumer advisory rating for an Application, and that rating must be applicable to the Territory where the Advertising Material is displayed. Any Application that can be used with a previously published Application must bear a rating that is the same as or lower than the rating issued to the previously published Application, unless SCEA agrees otherwise in writing.

4.2. Company must comply with applicable law and SCEA's policies relating to the protection of children engaging with Applications.

5. SUPPORT

SCEA or an Affiliate may provide advice or support to Company from time to time to assist Company with the publication of Applications. This advice or support is discretionary, and SCEA or an Affiliate may change, suspend, remove or disable access to advice or support, or impose limits on its use, at any time without notice without incurring any liability to Company. Company provides any Company Software or other software, materials or information to SCEA or any Affiliate to enable SCEA or that Affiliate to provide advice or support at Company's own risk.

6. APPLICATION DISTRIBUTION ON PSNSM

6.1. Company may request that SCEA offer and supply specified Applications to Users over PSNSM according to this agreement's terms. Company's request must take the form of a Product Notification via the Developer Portal at the times and in the form and manner described in the Guidelines. Company shall also provide Product Information and other Application details as described in the Guidelines.

6.2. SCEA will not offer any Application to Users under this agreement without accepting the relevant Product Notification, and each accepted Product Notification constitutes a separate contract between the parties. These contracts and all Product Notifications are subject to this agreement's terms, and Company's own terms offered in connection with an Application's submission have no effect. SCEA has the sole, exclusive right to set the retail price for Applications. SCEA may modify an Application's retail price at any time without notice to Company. Company shall not interfere with SCEA's price setting, but may provide SCEA with suggested retail prices for Applications.

6.3. Company shall ensure the accuracy and completeness of Applications and Product

Information and other information provided to SCEA under section 6.1. SCEA has no obligation to Company to review Applications or Product Information provided under section 6.1 to determine whether Applications and Product Information are accurate or complete or whether they may result in any liability to any third party.

6.4. SCEA, in its sole discretion, determines the management of PSNSM and the PlayStation Mobile Format and the timing, manner, extent and duration of any Application offer, display, supply, sale, distribution, delivery, marketing, advertising and promotion (including where an Application is offered, displayed, sold, distributed, advertised or promoted and when and how an Application is removed from PSNSM or from availability on PSM Compatible Devices). SCEA, in its sole discretion, determines the price, if any, at which Applications are made available to Users.

6.5. Any terms Company imposes on Users of an Application must comply with applicable law and must not be inconsistent with any agreement between SCEA and Users or this agreement. SCEA may review Company's terms, but has no liability for the content, performance or enforcement of those terms.

6.6. SCEA may suspend PSNSM, including the offer or supply of a particular Application, without incurring any liability to Company, if, and for as long as, SCEA considers its actions to be reasonably necessary.

7. LICENSE TO DISTRIBUTE APPLICATIONS OVER THE PSNSM

7.1. Company grants to SCEA throughout the Territory a license to: (i) sell and electronically distribute Applications (either alone or as part of a compilation or bundle) and Product Information to Users over PSNSM and, for that purpose, to host and copy Applications and Product Information; (ii) show, play and communicate Applications and Product Information to the public over PSNSM; (iii) sublicense Users the right to browse and download and the perpetual right to store and use Applications for personal, non-commercial purposes in connection with PSM Compatible Devices and Users' PSNSM accounts and to permit these rights to be exercised for each Application a User downloads to the extent specified under the digital rights management rules specified in the Guidelines without further payment obligation on SCEA under section 10 or on the User; (iv) market, advertise and promote Applications to Users, reproduce and distribute through any media now known, or later developed, Product Information and extracts of Applications, refer to Applications, and utilize Company's name, logo and trademarks for the purposes of advertising, marketing and promoting Applications, PSM Compatible Devices or PSNSM; and (v) make and retain copies of and use each Application and Product Information as necessary for User support, and for archiving, administrative and legal purposes.

7.2. The licenses granted under section 7.1 continue for as long as necessary to enable SCEA to exercise SCEA's rights and to fulfill SCEA's obligations under this agreement.

7.3. SCEA exercises its rights under section 7.1 only when delivering an Application to countries in the Territory where SCEA operates PSNSM. Access to, use of or download of an Application via PSNSM by a User outside the Territory is not a breach of this agreement or a breach of Company's or any other person's Intellectual Property Rights.

7.4. SCEA may permit a User, in accordance with the terms of section 7.1(iii), to re-download and use any Application previously legitimately downloaded where that User's PSM Compatible Device is replaced without further payment obligation on SCEA under section 10 or otherwise or on the User.

8. USER DATA

All User data collected in connection with Application usage is owned by SCEA or Affiliates and, subject to the provisions of this section 8, SCEA has no obligation to disclose that information to Company. SCEA may disclose User data where SCEA considers disclosure necessary in order to enable Company to fulfill Company's obligations under this agreement provided SCEA is entitled by law and its User agreements to do so.

9. LIMITATIONS AND RESERVATIONS

9.1. This agreement does not grant any right or license to SCEA Materials or SCEA Intellectual Property Rights except as this agreement expressly authorizes. Company shall use SCEA Materials in strict compliance with this agreement's terms. No other right or license is implied by or inferred from any provision of this agreement or SCEA's conduct.

9.2. All rights relating to SCEA Materials, PSM Compatible Devices, PSNSM, any services provided via PSNSM, any development undertaken by SCEA to integrate, display or supply Applications and anything created or developed by SCEA in the course of exercising SCEA's rights and obligations under this agreement, including all SCEA Intellectual Property Rights in any of the same, are the exclusive property of SCEA or Affiliates. Company shall not register any trademark in Company's own name or in any other person's name, or use, or obtain rights to use internet domain names or addresses, that are identical or similar to, or are likely to be confused with, any of SCEA's or an Affiliate's trademarks. Nothing in this agreement grants Company the right to use the trademark "Sony" in any manner or for any purpose.

9.3. SCEA may require Company to use an SCEA-designated system to authenticate and verify all Applications and PSM Compatible Devices used with them.

9.4. Separate and apart from the rights expressly licensed to Company under this agreement and any rights Company grants to SCEA under any separate agreement between the parties, if any, as between the parties, Company retains all rights, title and interest in and to the Applications including any source code and other underlying material such as artwork and music, Product Information and Advertising Materials (separate and apart from SCEA Materials), and all Intellectual Property Rights in them, and any names used as titles for the Applications and other trademarks used by Company.

10. PAYMENT

10.1. Company shall pay a non-refundable Annual License Fee to SCEA or an Affiliate according to the Guidelines as a condition of the rights this agreement grants to Company. Failure to pay the Annual License Fee does not affect SCEA's rights under section 7 unless SCEA exercises its right to terminate this agreement under section 17.2. SCEA may change the Annual License Fee amount by providing prior notice to Company via the Guidelines, the Developer Portal or PSNSM.

10.2. The Developer Portal will periodically display the amounts owed to Company for each sale by SCEA or an Affiliate to a User of an Application, if any, pursuant to the license granted to SCEA under section 7.1. Company consents to the self-billed invoicing process described in section 10.3. SCEA shall pay an invoice within 45 days from the last day of the month covered by the relevant invoice. However, if the amount payable to Company under this agreement (including any withholding tax) does not exceed a threshold amount designated in the Guidelines, then, subject to section 10.8, the obligation on SCEA to issue and pay an invoice under the terms of this section 10.2 is suspended without incurring any interest or liability to Company, until the amount, when combined with the amount payable under this agreement for

following months, exceeds this threshold amount. SCEA shall make payments to Company's designated bank account or via a payment service that SCEA designates. Company is entitled to be paid once only for the sale of an Application to a User irrespective of whether the User subsequently plays or accesses that Application via one or several PSM Compatible Devices.

10.3. SCEA shall create self-billed invoices for the sums due to Company under sections 6 and 10.6.A related to the licenses granted to SCEA under section 7.1 and Applications sold distributed to Users. SCEA shall also raise all credit notes for any sums due to SCEA where relevant under this agreement. During the Term, SCEA shall complete self-billed invoices and credit notes showing Company's name, address and any other details required for completion of a valid invoice or credit note. SCEA shall issue these invoices and credit notes to Company, for each calendar month of the Term, via the Developer Portal or another means that SCEA specifies, within 34 days from the last day of the month covered by the relevant invoice or credit note, except that if that day not a working day, by the next working day. Company shall: (i) not raise invoices or credit notes to SCEA for the sums due to Company or due to SCEA under this agreement; (ii) as a condition of this agreement, notify SCEA of any changes to Company's name or address and notify SCEA if Company ceases trading or if there is a sale or change of control of Company's business; (iii) enter into a new agreement with SCEA should there be any change in Company's tax registration number or tax status; (iv) accept all liability, including tax assessments, underpayments and penalties, arising from Company's failure to comply with the obligations under this section 10.3 in a timely manner; and (v) ensure that the arrangements under sections 10.2 and 10.3 relating to self-billing and credit notes do not apply to any other existing or future agreements that Company has with SCEA. Company shall notify SCEA of errors or omissions in any self-billed invoice or credit note within 10 days of the date of the applicable self-billed invoice or credit note. An Affiliate or another company identified by SCEA to Company in writing may produce self-billed invoices and credit notes on SCEA's behalf pursuant to this agreement.

10.4. If SCEA refunds a User's Application purchase due to an Application defect or Company's breach of this agreement, or if SCEA chooses to make a refund to a User because SCEA considers it reasonable to do so, SCEA is not obliged to make any payment to Company under section 10 for that sale. SCEA shall itemize these refunds in the self-billed invoices provided under section 10.3. If SCEA has already paid Company or provided a self-billed invoice to Company under section 10.3 for any sale that SCEA refunds, SCEA may deduct the relevant amount from the next payment due to Company under section 10.2. SCEA shall issue credit notes to Company for refunds in the month following that in which SCEA makes the refunds in question.

10.5. SCEA shall pay Company in the Contract Currency and provide invoices, credit memos and other reports in that currency, but SCEA will pay Company in a local currency if applicable laws or relevant taxation authorities require payment in that currency. Any amount to be paid by SCEA to Company that was stated to Company in anything other than the Contract Currency prior to the agreement reached on such amount under section 6.2 will be converted at the time and at the rate specified on the Developer Portal.

10.6. In consideration for the rights granted under this agreement, Company shall pay SCEA or a designated Affiliate:

A. One U.S. dollar each time a User downloads any Application that (i) the parties have agreed to make available to Users without charge; and (ii) has no other revenue model supported by PSNSM's commerce engine such as an in-Application store or "freemium" model. SCEA may change this amount by giving reasonable notice to Company of the change. Company's payment for these Application downloads is in lieu of any payment obligation arising under

section 10.2. Company shall make payments under this section 10.6.A at the time and in the manner that the Guidelines specify or as SCEA instructs Company after giving Company reasonable notice.

B. Fifteen percent of any direct or indirect revenue, income or other monetary value earned, recognized or derived from Applications (other than from any sale of the Application itself) and Online Gameplay (whether or not supplied to Users for free or for a charge), including revenue sharing or advertising revenue. Company's payments under this section 10.6.B is in addition to any payment obligation arising under section 10.2. Company shall provide SCEA with monthly reports of the gross revenues actually received by Company or credited to Company's account for which Company's payment obligations arise under section 10.6.B and shall pay SCEA invoices within 30 days of the invoice date.

10.7. When making payment to Company under this section 10, SCEA may deduct any bank transfer or similar fees and offset any sums owed to SCEA: (i) pursuant to section 10.4; (ii) pursuant to an agreement related to SCEA's contributions to the relevant Application's development; or (iii) for outstanding sums owed SCEA for Company's publication of Applications on the PlayStation Mobile Format. Further, if any of the payments due to Company under this agreement are subject to withholding or similar taxes, the full amount of those taxes are Company's responsibility and SCEA may withhold these amounts from the payments due to Company under this agreement. Any amounts that Company must pay under this agreement are exclusive of all taxes, duties, charges or assessments that SCEA or an Affiliate may have to collect or pay and for which Company is solely responsible. Company payments to SCEA under this agreement must be free and clear of any deductions or withholdings for, or on account of, tax, set-offs or counterclaims.

10.8. Without prejudice to SCEA's rights under section 7, SCEA has no obligation to make a payment to Company under this agreement where: (i) no amounts become due to Company under section 10.2 for a period of two consecutive years from the end of the month in which any amount became due to Company under section 10.2; or (ii) SCEA is unable to remit a payment to Company's designated bank account or through SCEA's designated payment service for a period of more than two consecutive years.

10.9. Payment terms under this section 10 are subject to change in SCEA's sole discretion upon reasonable notice. Company shall pay SCEA interest on any amount that is overdue under this agreement, immediately on demand, from the due date up to the date of actual payment, after as well as before judgment, at the lesser of the rate of 4% per annum or the highest rate permitted by law.

11. SUBSCRIPTIONS

11.1. SCEA may include Subscription Products within a PSNSM Subscription Service if Company agrees to their inclusion. All matters related to the distribution of Subscription Products are governed by (i) this section 11's terms; (ii) other, consistent PSNSM Subscription Service terms; and (iii) additional terms to which the parties agree in writing.

11.2. Following any agreement pursuant to section 11.1 relating to specific Subscription Products, Company grants SCEA any necessary licenses to supply and sell those Subscription Products throughout the Territory within the relevant PSNSM Subscription Service. Company shall execute a specific license agreement for a Subscription Product if SCEA deems such an agreement necessary.

11.3. In consideration of the rights granted to SCEA under this section 11, SCEA shall pay

Company for each Subscription Product the sums agreed between the parties pursuant to section 11.1. SCEA has no obligation to pay Company anything for the rights granted under this section 11 for Subscription Products that consist of a title trial, demo or patch. All sums payable under this section 11 are payable instead of, and not in addition to, the sums payable under section 10.2 unless SCEA determines that the relevant Subscription Product may also be, or continue to be, published on PSNSM other than as part of a Subscription.

12. REPRESENTATIONS AND WARRANTIES

12.1. SCEA represents and warrants solely for Company's benefit that SCEA has the right, power and authority to enter into this agreement and to perform fully SCEA's obligations under it.

12.2. Company represents and warrants for the benefit of SCEA and each Affiliate throughout the Term that:

A. Company's signatory to this agreement is the legal age of majority in his or her country of residence and has the authority to bind Company to this agreement's terms.

B. Company is registered as a corporate entity or resides in one of the countries specified by SCEA in the Guidelines, and Company has an active bank account in one of those countries.

C. The information Company provides to SCEA when it registers to publish on the PlayStation Mobile Format is full, accurate and complete.

D. Company has the right, power and authority, on Company's own behalf or, if Company is an individual, on behalf of Company's employer or organization, to enter into this agreement, to grant SCEA the rights granted under it and to perform fully Company's obligations under it.

E. Applications will: (a) correspond with that Application's Product Information; (b) be of satisfactory quality; (c) be fully compatible with PSM Compatible Devices and all permitted peripherals identified as compatible with those devices; and (d) conform to all technical and other requirements under the Guidelines.

F. Applications, Product Information, Advertising Materials and their contemplated disclosure or use by SCEA, a User or any other party do not, will not, and are not likely to infringe any third party's Intellectual Property Rights, and do not, will not and are not likely to give rise to any obligation to pay any royalty, fee, compensation or other sum.

G. There is no threatened or pending action, suit, claim or proceeding alleging that the use or possession by Company of the Applications, Product Information, Advertising Materials or any name, designation or trademark used in conjunction with any Application infringes or violates any Intellectual Property Right or other right or interest of any kind whatsoever anywhere in the world of any third party, or contesting any right, title or interest of Company in or to the Applications, Product Information, Advertising Materials or any name, designation or trademark used in conjunction with any of the same.

H. Applications and Product Information are free of defects or code consisting of or including bugs, time bombs or viruses.

I. Company will not commit any act that could significantly disrupt, delay or destroy the Application, Product Information or Advertising Materials,, PSM Compatible Devices, PSNSM or connected data.

J. No Application, Product Information or Advertising Materials is defamatory, trade libellous, obscene, pornographic, discriminatory or blasphemous or contains any content that insults or offends the community or any substantial organised group of it or that is inconsistent with the

applicable age rating. No Application, Product Information or Advertising Materials, nor their contemplated use under this agreement, will infringe the privacy rights of any person or otherwise violate any laws or regulations.

K. Each Application may be exported to each country of the Territory in accordance with each country's laws.

L. No Application, Product Information, Advertising Materials or Company policy or practice relating to the development, marketing and publishing of Applications will reflect adversely upon the name, reputation or goodwill of SCEA or any Affiliate.

13. INDEMNITY

Company shall indemnify and hold SCEA and each Affiliate harmless from and against claims, demands, losses, liabilities, damages, expenses and costs, including reasonable fees for lawyers, expert witnesses and litigation costs, and costs incurred in the settlement or avoidance of any claim, in connection with or that results from: (i) Company's breach of this agreement; (ii) any claim of infringement of a third party's Intellectual Property Rights, or any consumer or product liability claim with respect to the Applications or Product Information, including claims related to Company's support of unauthorized or unlicensed peripherals or software that are not part of the PlayStation Mobile Format specifications; (iii) any claim of or in connection with any personal or bodily injury (including death or disability) or property damage arising out of, in whole or in part, the marketing, advertising, promotion, publishing, distribution, supply, sale or use of any Application unless due directly and solely to SCEA's breach in performing any of the specific duties or providing any of the specific services required of SCEA under this agreement; or (iv) any civil or criminal investigations or actions relating to the marketing, advertising, promotion, publishing, distribution, supply or sale of Applications. SCEA may select SCEA's own counsel and control the defense and settlement of any claim made by a third party against SCEA or an Affiliate for which Company must indemnify SCEA under this section.

14. LIMITATIONS OF LIABILITY

14.1. IN NO EVENT IS SCEA OR ANY AFFILIATE, OR THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR SUPPLIERS OF THEM, LIABLE FOR LOSS OF REVENUE, LOSS OF ACTUAL OR PROSPECTIVE PROFITS, LOSS OF CONTRACTS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, REPUTATION OR GOODWILL OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA (WHETHER THE LOSS OR DAMAGE IS DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR ANY COLLATERAL CONTRACT (INCLUDING SCEA'S BREACH OF THIS AGREEMENT), WHETHER KNOWN, FORESEEN OR FORESEEABLE AND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR PRODUCT LIABILITY, UNDER INDEMNITY OR OTHERWISE.

14.2. Company has no remedy with respect to any representation made to Company upon which Company relied in entering into this agreement. SCEA and Affiliates and the officers, directors, employees, agents, licensors or suppliers of them have no liability to Company other than under the express terms of this agreement. In this section 14.2, "representation" means any undertaking, promise, assurance, statement, representation, warranty or understanding, whether in writing or otherwise, of any person (whether a party to this agreement or not), relating to this agreement's subject matter.

14.3. Except as expressly provided in section 12.1, neither SCEA nor the Affiliates, nor the

officers, directors, employees, agents or suppliers of them, make, nor does Company receive, any warranties (express, implied or statutory) regarding SCEA Materials, PSM Compatible Devices, PSNSM, Applications or any services provided under this agreement. Without limiting the generality of the foregoing, SCEA and Affiliates disclaim any warranties, conditions or other terms implied by any law (including as to merchantability, satisfactory quality or fitness for a particular purpose and warranties against infringement, and the equivalents under the laws of any jurisdiction) to the fullest extent permitted by law. Further, without limiting the generality of the foregoing, SCEA and Affiliates disclaim any duty to determine or ascertain Company's authorization, permission or license to sell, supply or distribute any Application, Subscription Product, Online Gameplay or other product or service.

14.4. In no event will SCEA's or Affiliates' liability arising under, relating to or in connection with this agreement, or any collateral contract, exceed an amount equal to US\$50,000 for each year of the Term in which Company publishes an Application prior to the date of the first occurrence of the event or circumstances giving rise to the claimed liability.

14.5. Nothing in this agreement excludes or limits SCEA's or Affiliates' liability in relation to claims arising from deceit, fraud, or the injury or death of any person resulting from SCEA's or Affiliates' proven negligence or any liability that may not be excluded or limited under applicable law.

15. SCEA CONFIDENTIAL INFORMATION

15.1. The term for the protection of SCEA Confidential Information commences on the Effective Date and continues in full force for as long as any SCEA Confidential Information continues to be maintained as confidential and proprietary by SCEA or any Affiliate.

15.2. Company shall:

A. not disclose SCEA Confidential Information to any person, other than to Company's employees, directors or officers whose duties justify a "need-to-know" and who have executed a confidentiality agreement in which they have agreed not to disclose and to protect and maintain the confidentiality of all confidential information and materials inclusive of those of third parties that may be disclosed to them or to that they may have access during the course of their duties. Company shall advise all employees, directors or officers who obtain access to or copies of SCEA Confidential Information of the confidential or proprietary nature of that SCEA Confidential Information, and Company shall be responsible for any breach of this agreement by all disclosed persons.

B. hold SCEA Confidential Information in confidence and take all measures necessary to preserve the confidentiality of SCEA Confidential Information in order to avoid disclosure, publication or dissemination, using as high a degree of care and scrutiny, but at least reasonable care, as is consistent with the protection of valuable trade secrets by companies in high technology industries.

C. at SCEA's request, return promptly to SCEA all SCEA Confidential Information, together with all copies of that information.

D. not use, copy, reproduce, modify, create derivative works from, sublicense, distribute, or otherwise disseminate SCEA Confidential Information except as expressly authorized, and Company shall not remove any proprietary legend set forth on or contained within SCEA Confidential Information.

15.3. The restrictions in section 15.2 do not apply to SCEA Confidential Information that:

A. was previously known by Company without restriction on disclosure or use, as proven by

written documentation.

B. is or legitimately becomes part of the public domain through no fault of Company's own or any of Company's employees, directors or officers.

C. is independently developed by Company's employees or consultants who have not had access to or used SCEA Confidential Information, as proven by written documentation.

D. is required to be disclosed by court, administrative or governmental order, provided that Company must use all reasonable efforts prior to issuance of any such order to maintain the SCEA Confidential Information's confidentiality, including asserting in any action or investigation the restrictions set forth in this agreement, and, immediately after receiving notice of any such action, investigation, or threatened action or investigation, Company shall notify SCEA of that action, investigation, or threatened action or investigation, unless Company are ordered by a court not to so notify.

E. is approved for release by SCEA's written authorization.

16. COMPANY-SUBMITTED INFORMATION

SCEA shall take reasonable steps to protect the confidentiality of any information that Company provides to SCEA or any Affiliate during the Term pursuant to this agreement, including information concerning Applications, except where the information falls within the exceptions listed in section 15.3 (all references to Company being replaced by references to "SCEA" and vice versa and references to "SCEA Confidential Information" being replaced with "information provided by Company to SCEA"). SCEA may share Company's information with third parties who have a need to know for the purposes of this agreement. Neither SCEA nor any Affiliate has any obligation to return or destroy any physical materials provided by Company pursuant to this agreement.

17. TERM AND TERMINATION

17.1. This agreement commences on the Effective Date and continues indefinitely unless terminated at any time according to section 17's remaining provisions.

17.2. SCEA may terminate this agreement immediately, on written notice to Company, if any of the following occurs:

A. If Company is in material breach of any of Company's obligations under this agreement or under any other agreement entered into between SCEA or any Affiliate, on the one hand, and Company on the other hand, which breach, if capable of remedy, is not cured in full within 30 days following notice from SCEA or an Affiliate specifying and requiring the cure of Company's breach. A material breach includes the failure to pay the Annual License Fee, a breach of section 12.2.A, and a breach of section 18.7 with respect to any anti-bribery or anti-corruption laws.

B. If Company repeats a material breach of any of its obligations under this agreement, whether or not capable of remedy.

C. If Company (a) is unable to pay its debts when due; (b) makes an assignment for the benefit of any of Company's creditors; (c) files or has filed against it a petition, or an order of bankruptcy or insolvency is made, under the bankruptcy or insolvency laws of any jurisdiction and the petition is not discharged within 60 days or Company becomes or is adjudicated bankrupt or insolvent; (d) is the subject of an order for, or applies for or notices Company's intent to apply for, the appointment of an administrator, receiver, administrative receiver,

manager, liquidator, trustee or similar officer to be appointed over any of Company's business or property; (e) ceases to do business or enters into liquidation; or (f) takes or suffers any similar or analogous action in any jurisdiction as a consequence of debt.

D. If a controlling interest in Company or in an entity that directly or indirectly has a controlling interest in Company is transferred to a party that (a) is in breach of any agreement with SCEA or any Affiliate; (b) directly or indirectly holds or acquires a controlling interest in a third party that designs or develops any of the core components for an interactive device or product that is directly or indirectly competitive with any PSM Compatible Device, or itself develops any product that is directly or indirectly competitive with any PSM Compatible Device; or (c) is in litigation or in an adversarial administrative proceeding with SCEA or any Affiliate concerning SCEA Confidential Information or any SCEA Intellectual Property Rights, including challenging the validity of any SCEA Intellectual Property Rights.

E. If Company or any entity that directly or indirectly has a controlling interest in Company (a) enters into a business relationship with a third party related to the design or development of any core components for an interactive device or product that is directly or indirectly competitive with any PSM Compatible Device; or (b) acquires an interest in or otherwise forms a strategic business relationship with any third party that has developed or owns or acquires intellectual property rights in any such device or product.

F. If Company or any of Company's affiliates initiates any legal or administrative action against any Affiliate or challenges the validity of any SCEA Intellectual Property Rights.

G. If Company or any of its officers, employees or shareholders engage in hacking of any software for any PlayStation or PSM Compatible Device format or in activities that facilitate these activities by any third party.

H. Where Company or any of Company's directors, officers or shareholders, in their personal capacity, has been, is or becomes involved in any dispute with SCEA or any Affiliate, including being the subject of any allegation of fraud or breach or infringement of the legal rights of SCEA or any Affiliate (without prejudice to the right to challenge the validity of any SCEA Intellectual Property Rights).

I. PSNSM ceases to offer or distribute PlayStation Mobile Format products or services.

J. As used in this section 17.2, "controlling interest" means, with respect to any form of entity, sufficient power to control the decisions of that entity. Company shall immediately notify SCEA in writing if any of the events or circumstances specified in this section 17.2 occurs. In the event of termination under 17.2.F, SCEA shall have the right to terminate any other agreements entered into between SCEA and Company.

17.3. In addition to SCEA's rights under section 17.2, and without prejudice to SCEA's rights under this agreement, SCEA may, at SCEA's option: (i) terminate or suspend, with respect to a particular Application, the licenses and related rights granted to Company under this agreement immediately on written notice to Company, if SCEA reasonably believes that any Application could cause damage to PSNSM or to any property, may create liability for SCEA or any Affiliate or gives rise to a breach of any of Company's warranties under section 12.2; (ii) for any reason in SCEA's sole discretion, suspend or cancel the supply of any Application to a particular User without liability to Company; and (iii) suspend this agreement if SCEA reasonably suspects that Company may have breached section 18.7 with respect to anti-bribery or anti-corruption laws or may have caused SCEA to violate any such laws.

17.4. If this agreement is terminated or suspended under sections 17.2 or 17.3: (i) SCEA may

continue to exercise SCEA's rights under section 7 relating to Applications already available on PSNSM, in accordance with this agreement's terms and, in the case of termination, SCEA may do so for a period of one year from the date of termination; (ii) no portion of any payments of any kind whatsoever previously provided by Company under this agreement will be owed, repayable or refunded to Company; and (iii) neither SCEA nor Company will be liable to the other for any damages (whether direct, indirect, consequential or incidental, and including any expenditures, loss of profits or prospective profits) sustained or arising out of or alleged to have been sustained or to have arisen out of the termination or suspension. The termination or suspension of this agreement is without prejudice to any rights or remedies that either SCEA or Company may have against the other, and will not excuse either SCEA or Company from liability with respect to any events occurring prior to the effective date of termination or suspension.

18. MISCELLANEOUS PROVISIONS

18.1. A notice to SCEA or Company must be in writing and is effective on the date sent. A notice to SCEA must be sent to the addresses below. A notice to Company may be sent to the physical address or email address provided in Company's application. A party delivering a notice under this agreement to a physical address shall hand deliver it or use a recognized overnight courier service (with all fees prepaid).

Sony Computer Entertainment America LLC

919 East Hillsdale Blvd.

Foster City, CA 94404

Attn: Phil Rosenberg, Senior Vice-President

With a copy to:

Sony Computer Entertainment America LLC

919 East Hillsdale Blvd.

Foster City, CA 94404

Attn: Legal Dept., Contracts Administration

18.2. Company shall keep full, complete, and accurate books of accounts and records covering all transactions relating to this agreement and shall preserve books of accounts and records related to these transactions for a period of 24 months following this agreement's termination. If SCEA reasonably believes that the information provided by Company with respect to any Application is not accurate, SCEA shall be entitled to request additional documentation from Company to support the information provided for such Application. In addition, during the Term and for a period of two years thereafter and upon reasonable prior written notice to Company, at SCEA's expense, an independent certified accountant appointed by SCEA or (at SCEA's option) an appropriately qualified employee of SCEA or an Affiliate shall be given access to, and the right to inspect, audit, and make copies and summaries of and take extracts from, such portions of all of Company's books and records (including those of Company's affiliates or held at Company's branch offices) that pertain to the Applications and any payments due or credits received under this agreement. If such inspection reveals any under-reporting of any payment due to SCEA or an Affiliate: (i) Company shall immediately pay SCEA such amount; and (ii) where such audit reveals that Company has under-reported any payment due to SCEA by five

percent or more for the relevant audit period, Company shall also reimburse SCEA for all reasonable audit costs and any and all collection costs to recover any unpaid amounts.

18.3. Neither party is liable for loss, damage, or breach of this agreement to the extent that performance of its obligations or attempts to cure any breach under this agreement are delayed or prevented as a result of a Force Majeure Condition; provided, however, that the party interfered with gives the other party written notice promptly of the Force Majeure Condition, and, in any event, within 15 business days of discovery of the condition. If a party provides notice of a Force Majeure Condition within the 15-day period, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure Condition described in the notice, but a Force Majeure Condition does not excuse the payment of any sums owed to SCEA prior to, during or after that condition's occurrence. If the Force Majeure Condition continues for more than 60 days, SCEA may terminate this agreement for cause by providing written notice to Company to this effect. SCEA may provide notice of a Force Majeure Condition via the Developer Portal.

18.4. Both parties are independent contracting parties, and neither party is the legal representative, agent, joint venturer, partner or employee of the other party for any purpose other than as this agreement expressly provides. Each party has full and exclusive liability with respect to its employees and contractors.

18.5. Except as this agreement provides, Company may not assign, sublicense, subcontract, encumber or transfer this agreement or any of Company's rights under it, nor delegate or transfer any of Company's obligations under it, to any third party without SCEA's prior written consent. SCEA may assign, sublicense, subcontract or transfer SCEA's rights and obligations under this agreement to any Affiliate or to any company in the Sony group of companies, and each such Affiliate or company may further sublicense or subcontract SCEA's rights and obligations to any Affiliate or to any company in the Sony group of companies.

18.6. In addition to the parties, this agreement confers rights and remedies upon Affiliates. No person or entity other than the parties and Affiliates has any rights or remedies under this agreement. The parties reserve the power to modify or terminate this agreement without any Affiliate's consent.

18.7. Company shall at all times comply with applicable laws and regulations, including anti-bribery, anti-corruption and data privacy laws, relating to or in any way affecting this agreement, Company's performance of this agreement and Applications, including negotiating or obtaining, at Company's own expense, any approval, license or permit required in the performance of Company's obligations. Company shall not export or re-export, including deemed exports, any materials or products provided or produced pursuant to this agreement to any country specified in any applicable laws and regulations as a prohibited destination, without first obtaining the relevant government's approval.

18.8. A party's election of any remedy is not exclusive of any other remedies available to that party, and all remedies are deemed to be cumulative.

18.9. If a court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable, that provision will be enforced to the extent possible consistent with the parties' stated intention or, if incapable of enforcement, will be deemed to be deleted from this agreement while the remainder of this agreement will continue in full force.

18.10. The following sections survive this agreement's termination for any reason: 7.4, 8, 9, 10, 12, 13, 14, 15, 16, 17.4 and 11.

18.11. No failure or delay by either party in exercising any right, power or remedy under this agreement operates as a waiver of any right, power or remedy. No waiver or modification of any provision of this agreement is effective unless in writing and signed by the party against whom the waiver would be enforced. Any waiver by either party of any provision of this agreement is not a waiver of any other provision of this agreement, nor does any waiver operate as a waiver of the relevant provision respecting any future event or circumstance.

18.12. This agreement constitutes the parties' entire agreement relating to each Application's development. This agreement supersedes all prior or contemporaneous agreements, understandings or communications between the parties, whether oral or written, with respect to its subject matter; provided, however, that any nondisclosure agreement and publisher agreements between the parties will remain in full force. Company is not relying upon any statement, representation or warranty, whether negligently or innocently made, of any person that is contrary to this agreement.

18.13. This agreement is the result of negotiations between the parties and their respective attorneys and will be construed in an even and fair manner, regardless of the party who drafted this agreement or any provision of it. This agreement's headings or captions of sections are for convenience and reference only and do not determine this agreement's construction or interpretation. The parties do not intend the words "include," "includes" and "including" to be restrictive, and lists following these words will not be interpreted to be exhaustive or limited to items of the same type as those enumerated.

18.14. This agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

18.15. This agreement is governed by and interpreted in accordance with the laws of the State of California, excluding that body of law related to choice of laws, and of the United States of America. Any proceeding brought to enforce this agreement or to adjudicate any dispute related to this agreement must be heard in the courts of San Mateo County, California or the Northern District of California. Each party submits itself to the exclusive jurisdiction and venue of these courts for purposes of proceedings related to this agreement, waives forum non conveniens and similar defenses, and agrees that any service of process may be effected by delivery of the summons to addresses listed in section 18.1.

SCHEDULE 1: Definitions

"Advertising Materials" means any advertising, marketing, merchandising, promotional, contest-related, public relations (including press releases), display, point-of-sale or website materials relating to Applications, including any advertisements in which PSM Compatible Devices or SCEA Intellectual Property Rights are displayed, referred to or used.

"Affiliate" means, as applicable, Sony Computer Entertainment Europe Limited, Sony Computer Entertainment Inc., and Sony Network Entertainment Inc., any subsidiary of the foregoing, or any other entity as may be established and becomes a part of the Sony Computer Entertainment group.

"Annual License Fee" means the amount payable by Company to SCEA or an Affiliate annually as specified in the Guidelines or via PSNSM.

"Applications" means Company Software or any other software or content created without reference to or use of SCEA Intellectual Property Rights or SCEA Materials, together with, where relevant, SCEA Materials that are intended to be combined with Company Software, in final form

(which, for software, means object code) that: (i) may be accessed, viewed or played on or via PSM Compatible Devices; (ii) has the ability to communicate with, or be used by, the software resident in PSM Compatible Devices or an application used by PSM Compatible Devices (excluding any websites accessed via the browser of any PSM Compatible Device), or that otherwise uses any services or features of PSNSM; (iii) is distributed electronically (including by wireless distribution) to end users; and (iv) is developed in accordance with the specific criteria in the Guidelines applicable to products to be distributed for the PSM Compatible Devices. Applications includes: (a) additional content for use with an Application including enhancements, improvements, additions, patches, updates, data and other content whether such content is game or non-game content (such as e-books, photos and maps); (b) themes, wallpapers, demos, videos and other content related to Applications; and (c) online services that meet the relevant criteria of sub-paragraphs (i)-(iv) of this paragraph.

"Company" means the person, persons or entity identified in this agreement's preamble that is exercising rights under this agreement. If the person, persons or entity is entering into this agreement on behalf of Company or another organization, Company refers to that company or organization where the context requires.

"Company Software" means any software or content including incorporated audio and visual material developed by Company or by a Licensed Developer under a Licensed Developer Agreement that does not include SCEA Materials.

"Contract Currency" mean U.S. dollars unless SCEA specifies another currency in the Guidelines or the parties agree to use another currency for payments to Company.

"Developer Portal" means the website for PlayStation Mobile Format licensed publishers and Licensed Developers providing access to SCEA Materials, the Guidelines, and other information related to the PlayStation Mobile Format, located at a URL that SCEA designates.

"Effective Date" means the date that Company's authorized representative accepts this agreement's terms by clicking the "ACCEPT" button.

"Force Majeure Condition" means any event or circumstances beyond a party's reasonable control including war, invasion, act of foreign enemy, acts of terrorism, hostilities, civil war or rebellion (whether war be declared or not), strike, lockout or other industrial dispute or act of God.

"Guidelines" means SCEA's or an Affiliate's guidelines or specifications related to Application development, marketing, advertising, promotion, publishing, distribution, supply and sale, including specifications relating to products to be distributed for PSM Compatible Devices, the display of SCEA's or an Affiliate's trademarks in Applications and related Advertising Materials, the protection of SCEA Intellectual Property Rights or the adherence to anti-bribery policies, which guidelines or specifications SCEA or an Affiliate may set forth in a technical requirements checklist, identified procedures, objectionable content criteria, advertising guidelines or other documentation that SCEA or an Affiliate makes available to Company, in physical form, on the Developer Portal, on another website or by other means.

"Intellectual Property Rights" means rights in or related to patents, inventions, designs, copyrights, databases, trademarks, service marks, trade names, trade dress, mask works, utility models, trade secrets, technical information, know-how, and the equivalents of the foregoing under the laws of any jurisdiction and any other intellectual property rights recognized anywhere in the world (including all registrations, applications to register and rights to apply for registration of same) for their full term including all renewals and extensions.

"Licensed Developer" means an entity that has signed a Licensed Developer Agreement with SCEA or any Affiliate.

"Licensed Developer Agreement" means a valid and current license agreement authorizing the development of PlayStation Mobile Format software or content, fully executed between a Licensed Developer and SCEA or any Affiliate.

"Online Gameplay" means the capability to operate and interact with Applications used on any PSM Compatible Devices that are connected to the internet or any other network and that may allow Users to participate in a game, gameplay or communication with other Users across the internet or any other network, or that permit Users to upload content they have created via Applications or to access other online features such as friends lists or trophy and ranking systems.

"PlayStation Mobile Format" means SCEA- or any Affiliate-developed format for software applications and interactive entertainment content that enables the applications and content to run on PSM Compatible Devices.

"PSNSM" means the global online platform, currently known as "PSNSM" or "Sony Entertainment Network," that is owned or operated by SCEA, Affiliates or Sony group companies and that offers online services and features, including the facility to deliver content and services, commerce, community and user authentication and the PlayStation®Store.

"Product Information" means extracts of or reference to Applications, Company's name, any trademarks, service marks, trade dress, logos, icons or other indicia used on, in or in connection with Applications, attribution lines and any information owned or licensed by Company relating to any of the Applications, including hints and tips, artwork and videotaped interviews, as may be further specified in the Guidelines.

"Product Notification" means a Company request to SCEA, made via the Developer Portal, to distribute and resell Applications to Users, with details of Company's charge to SCEA for the Applications concerned in the form of a wholesale price.

"PSM Compatible Devices" means any mobile, portable or other device compatible with the PlayStation Mobile Format (whether by means of emulation or otherwise) developed or sold by an Affiliate or other Sony group company, or those developed or sold by third parties under SCEA's, an Affiliate's or other Sony group company's certification.

"PSNSM Subscription Service" means a package of products and services that SCEA offers to Users through PSNSM for a subscription fee.

"SCEA Confidential Information" means: (i) SCEA Materials, the Guidelines and this agreement, including all exhibits and schedules attached to any of them and information related to these items; (ii) information, documents and materials developed, owned, licensed or under the control of SCEA or any Affiliate, including all processes, data, hardware, software, inventions, trade secrets, ideas, creations, improvements, designs, discoveries, developments, research and know-how; (iii) information, documents and other materials regarding SCEA's or any Affiliate's finances, business and business methods and marketing, technical, development and production plans; and (iv) third-party information and documents licensed to or under the control of SCEA or any Affiliate. The SCEA Confidential Information consists of information in any medium, whether oral, printed, in machine-readable form or otherwise, provided to Company before or during the Term, including information subsequently reduced to tangible or written form. In addition, the existence of a relationship between SCEA shall be deemed to be SCEA Confidential Information unless otherwise agreed in writing by SCEA or until publicly announced

by SCEA or any Affiliate.

"SCEA Intellectual Property Rights" means SCEA's or any Affiliate's worldwide Intellectual Property Rights, current or future, that relate to the SCEA Materials, the PSM Compatible Devices, the PSNSM, the design, development and delivery of Applications and any SCEA Confidential Information.

"SCEA Materials" means any data, object code, source code, firmware or documentation contained within Applications that is used in their development or provided to Company by SCEA or an Affiliate, or information relating to the PlayStation Mobile Format, PSM Compatible Devices or the development or delivery of entertainment products or services compatible with PSM Compatible Devices provided to Company by SCEA or an Affiliate.

"Subscriber" means a User who has an entitlement to a PSNSM Subscription Service.

"Subscription Products" means Applications and Online Gameplay services distributed to Users by SCEA or Affiliates within a PSNSM Subscription Service.

"Term" means the period specified in section 17.1.

"Territory" means all of the countries in which SCEA or an Affiliate makes PSNSM available.

"User" means an individual who uses PSNSM.

SCHEDULE 2: Online Gameplay

1. Company shall maintain servers hosting Online Gameplay for the periods specified in the Guidelines. Company or, at SCEA option, SCEA or an Affiliate shall provide notice to Users in a clear and conspicuous manner via one of the methods listed in paragraph 3 below of any permanent shutdown to a server hosting or supporting Online Gameplay. The Guidelines will specify a notice period for shutdown.
2. Company shall provide all User support for Online Gameplay in an efficient manner and in accordance with the Guidelines, and SCEA expressly disclaims any obligations or liability to provide User support.
3. Online Gameplay must be offered and operated in a responsible manner with particular regard to the protection of children and privacy. Company shall monitor and appropriately supervise the use of Company's Applications offering Online Gameplay. Where collection of personal data is permitted by SCEA, Company must inform all Users accessing Applications if any personally identifying information will be collected, how it will be collected, and how it will be used. Where Company is required by this agreement or by law to have any written online terms, such as those enumerating user, privacy, moderation or other policies or age rating (collectively, "Online Terms"), these must be displayed prior to allowing any Users to use Applications or Online Gameplay for the first time and must be either coded into the applicable Application or available on the server hosting it in such a way that a User must agree to them prior to access. Online Terms must comply with the Guidelines. SCEA reserves the right to review Company's Online Terms, but shall have no liability for the content or performance of Company's Online Terms.
4. Company must comply with: (i) all legal requirements, or the requirements stipulated under any voluntary system (designated by SCEA), relating to the labelling of websites or gateways providing access to Online Gameplay and the conduct of Online Gameplay; and (ii) SCEA's policies in relation to the protection of children engaging in Online Gameplay.

5. Company is exclusively responsible and liable for any features or capability of Applications and Online Gameplay, including Online Gameplay between Territories using different television standards, whether PAL, NTSC or otherwise.

6. Where Company processes any personal data of Users on behalf of SCEA or any Affiliate, Company shall do so only in accordance with any instructions given by SCEA or Affiliates. Company shall take appropriate technical and organizational measures to prevent unauthorized or unlawful processing of such personal data and accidental loss or destruction of, or damage to, that data.

7. SCEA may suspend Online Gameplay or require Company to do so immediately on notice where Company is in breach of this Schedule 2 or any Guidelines concerning the provision and conduct of Online Gameplay, including any Guidelines relating to virtual currency.

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