

End User License Agreement

Last updated 2022-12

This End User License Agreement (“EULA”) is a legal agreement between you and Sony Corporation (“SONY”). This EULA governs your rights and obligations regarding the usage of the character named “RAYNOS Chan” which all rights and title in and to are owned by SONY (“CHARACTER”).

BEFORE USING THE CHARACTER, PLEASE READ THIS EULA CAREFULLY. BY USING THE CHARACTER, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS EULA.

Article 1 (General Provision)

The CHARACTER is protected by both Japanese and foreign copyright and other intellectual property laws and international treaties.

You may use the CHARACTER in accordance with the terms and conditions of this EULA, provided that the CHARACTER (including, but not limited the above-mentioned copy rights and title of the CHARACTER) is not sold or transferred to you.

Article 2 (Grant of License)

1. Subject to the terms and conditions of this EULA, SONY grant you a non-exclusive and non-transferable license to use the CHARACTER and the data that you could create any derivative works from or of the CHARACTER (“DATA”) in the following manners (1) to (4),
 - (1) To use motion data generated or acquired by SONY’s motion capture censer or third party service in combination with the CHARACTER’s avatar data distributed on SONY’s designated website,
 - (2) To edit the images, videos and other data created in the manner as set forth in the above-mentioned (1) (collectively, the “CONTENT”),
 - (3) To create any derivative works in relation to the CHARACTER by using the CHARACTER and/or the DATA, and
 - (4) To publicly perform, screen, transmit, display or distribute the CONTENT set forth in the above-mentioned (1), the edited CONTENT set forth in the above-mentioned (2) and/or any derivative works set forth in the above-mentioned (3) (such CONTENT, edited CONTENT and derivative works shall be collectively

“WORKS”) free of charge.

2. You may copy, modify and/or edit the CHARACTER and the DATA solely for the purpose of (1) to (4) of the preceding paragraph 1.
3. In the event that you use the CHARACTER and/or the DATA, you shall show any necessary information (including but not limited to copyright notice) in any WORKS by following the instructions issued by SONY from time to time.

Article 3 (Prohibited Use)

1. Unless expressly and separately permitted by SONY, you may not allow anyone to use the CHARACTER and the DATA in any manners (including but not limited to sublicensing, lending or leasing the CHARACTER and the DATA to such person).
2. You may not use the CHARACTER and the DATA in connection with the following activities,
 - (1) infringement of any rights and/or legally protected interests of SONY or any third parties (including but not limited to intellectual property rights, trade secret, honor, privacy, portrait rights, publicity rights, title)
 - (2) violation of law, court decisions, other legally binding dispositions by a public authority or public policy
 - (3) defamation, slander, insulting, updating and/or sending of any expressions that might cause annoyance or includes anti-social contents (including but not limited to excessive violent expressions, explicitly sexual expressions or expressions leading to discrimination)
 - (4) commercial purposes (except you get prior written approval of SONY)
 - (5) in a way deemed as activities or statements of SONY and/or SONY's affiliates
 - (6) breach of this EULA, and
 - (7) any other actions SONY deems inappropriate.

Article 4 (Rights to the CHARACTER and the DATA)

You acknowledge that (i) all of the rights and title in and to the CHARACTER and the DATA are owned by SONY, SONY's affiliates or the original right holder of such CHARACTER and the DATA, who grants SONY and/or SONY's affiliates to allow you to use such CHARACTER and the DATA, and (ii) except for the rights granted under this EULA, you have no rights in and to the CHARACTER and the DATA.

Article 5 (Limitation of Liability)

1. You acknowledge and agree that the CHARACTER and the DATA are provided “AS

IS” without warranty, duty or condition of any kind.

2. SONY EXPRESSLY DISCLAIM ALL WARRANTIES, DUTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE IN RELATION THE CHARACTER AND THE DATA. SONY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES IN CONNECTION WITH OR RESULTING FROM THE USAGE OF THE CHARACTER AND THE DATA.
3. IN THE EVENT THAT YOU SUFFER ANY DAMAGES CAUSED BY SONY’S BREACH OF CONTRACT OR TORT IN RELATION TO THE CHARACTER OR THE DATA, SONY’S ENTIRE LIABILITY IN CONNECTION WITH OR RESULTING FROM SUHC SONY’S BREACH OF CONTRACT OR TORT SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNT ACTUALLY PAID BY YOU FOR PURCHASE OF SONY’S MOTION CAPTURE THAT SUPPORTS THE CAPABILITY TO USE THE CHARCTER, PROVIDED THAT, SONY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THIS PARAGRAPH 3 DOES NOT APPLY TO THE CASE WHERE SUCH BREACH OF CONTRCT OR TORT IS CAUSED BY SONY’S WILLFUL MISCONDUCT OR GORSS NEGLIGENCE.

Article 6 (Indemnification)

In the event of any dispute arising between you and a third party in relation to your usage of the CHARACTER or the DATA, you will, at your cost and responsibility, resolve such dispute and indemnify and hold SONY, SONY’s affiliates and the original right holder (set forth in Article 4 of this EULA) harmless from and against all damages, losses, and expenses of any kind.

Article 7 (Intellectual Property Rights)

You shall use the CHARACTER and the DATA by complying with both Japanese and foreign copyright and other intellectual property laws and international treaties.

Article 8 (Termination)

1. SONY may immediately terminate this EULA if you fail to comply with any of its terms and you shall be responsible for SONY’s damages caused by your failure to comply with any of its terms.
2. SONY may, at its sole discretion immediately terminate this EULA.
3. Article 4 (Rights to the CHARACTER and the DATA) to Article 11

(MISCELLANEOUS) of this EULA shall in perpetuity after the termination or expiration of this EULA.

Article 9 (Deletion of the CHARACTER)

In case of any termination or expiration of this EULA, you shall (i) cease all use of the CHARACTER, the DATA, and the WORKS, and delete such CHARACTER, the DATA, and the WORKS (including any of copies of them) within 14 calendar days from the date of such termination or expiration, and (ii) upon the request of SONY, provide SONY with a written certificate of such deletion.

Article 10 (Amendment)

To the extent permitted by law, SONY may amend this EULA from time to time. By the time when the amendment takes effect, SONY will announce such amendment by sending an e-mail to your e-mail address that you registered, using SONY's website, or any other appropriate method that SONY chooses with a reasonable advance notice period (SONY may decide the length of such notice period by considering the contents of the amendment). Notwithstanding the foregoing, Sony may announce the amendment without advance notice period, if such amendment conforms to the general interest of you.

Article 11 (Miscellaneous)

1. This EULA shall be governed in all respects by the laws of Japan without reference to any choice or conflict of laws principles.
2. This EULA does not impair your rights under consumer protection regulations (including consumer protection act).
3. In the event that any provision of this EULA is found to be unenforceable or invalid, by decree, such unenforceability or invalidity shall not render this EULA unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law.
4. You acknowledge that each SONY's affiliate and the original right holder of the CHARACTER and the DATA (set forth in Article 4 of this EULA) are an express intended third-party beneficiary, and shall have the right to enforce each provision of this EULA.
5. Any matters not stipulated in this EULA and any other ambiguities which arise in relation to this EULA shall be settled through consultation in good faith by SONY and you. The Parties shall submit to the exclusive jurisdiction of, and waive any

venue objections against, the Tokyo District Court to resolve any dispute arising out of or in connection with this EULA.