

## **Character End User License Agreement**

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This Agreement ("EULA") sets forth the terms and conditions under which Sony Corporation ("SONY") grants to you the right to use the characters included in mocopi and XYN Motion Studio, as well as those distributed from the mocopi Developer Site ("CHARACTERS") to which SONY owns all rights. Please read this EULA carefully before using the CHARACTERS. By using the CHARACTERS, you are accepting the terms and conditions of this EULA.

### **Article 1 (General Provisions)**

The CHARACTERS are protected by both Japanese and foreign copyright laws, treaties concerning authors' rights and neighboring rights, and other laws and regulations concerning intellectual property rights. The CHARACTERS are licensed to you by SONY in accordance with the terms and conditions of this EULA, and no copyright or other intellectual property rights to the CHARACTERS are transferred to you.

### **Article 2 (Right of Use)**

1. SONY grants you a non-exclusive and non-transferable right to use the CHARACTERS and any data ("DATA") that you can use as follows, to create derivative works from or of the CHARACTERS in accordance with the terms and conditions of this EULA and any instructions or warnings in manuals, etc.
  - (1) Right to use motion data generated or acquired through SONY's motion capture sensor or a third party service in combination with the CHARACTERS' avatar data distributed on SONY's designated website
  - (2) Right to edit images, videos and other data, etc. (collectively, "CONTENT") created in accordance with the preceding item
  - (3) Right to create derivative works in relation to the CHARACTERS by using the CHARACTERS or the DATA
  - (4) Right to perform, screen, publicly transmit, display, or distribute, free of charge, any CONTENT produced in accordance with item (1) of this paragraph, CONTENT edited in accordance with item (2) of this paragraph, or derivative works created in accordance with the preceding item
2. You may reproduce, modify or process the CHARACTERS and the DATA for use in accordance with preceding paragraph.
3. If you use the CHARACTERS and the DATA in accordance with Paragraph 1 of this Article, you must add a notation in accordance with the terms and conditions set forth on SONY's website,

etc.

### **Article 3 (Restriction on Rights)**

1. You must not sub-license, lend, lease or otherwise use the CHARACTERS and the DATA, and must not allow any third party to use the CHARACTERS and the DATA, unless otherwise expressly permitted by SONY.
2. When using the CHARACTERS and the DATA or when using the CHARACTERS and the DATA in accordance with the preceding Article, you must not attempt or engage in any of the following acts, or cooperate with or encourage any third party to engage in any of the following acts.
  - (1) Infringement of any rights or legally protected interests of SONY or any third party (including, without limitation, intellectual property rights, trade secrets, reputation, privacy, portrait rights, publicity rights and proprietary rights)
  - (2) Violations of laws and regulations, court judgments, other legally binding dispositions by a public authority, or public order and morals
  - (3) Insult, defame, or slander SONY or any third party, or transmit or communicate by uploading or other means any information that causes offensive to others or contains anti-social CONTENT (including excessively violent expressions, explicit sexual expressions, or expressions that may lead to discrimination)
  - (4) Use for commercial purposes (except with the prior consent of SONY)
  - (5) Use in a way that would be deemed to be a statement or act by SONY or a company affiliated to SONY
  - (6) Breach this EULA
  - (7) Any other acts SONY deems inappropriate

### **Article 4 (Rights to the CHARACTERS)**

All rights, including copyrights relating to the CHARACTERS and the DATA belong to SONY, companies affiliated to SONY or the original right holders who have granted SONY or companies affiliated to SONY the right to use the CHARACTERS and the DATA in accordance with this EULA ("ORIGINAL RIGHT HOLDERS"), and you shall have no rights relating to the CHARACTERS and the DATA except for the right of use granted to you under this EULA.

### **Article 5 (Scope of Liability)**

1. SONY shall provide the CHARACTERS and DATA "as is".
2. SONY makes no warranty whatsoever, express or implied, including, but not limited to, the accuracy or safety of the content, etc. with respect to the CHARACTERS and DATA, and SONY

shall not be liable for any loss or damages or other results arising from your use of the CHARACTERS and DATA.

3. Notwithstanding any other provisions of this EULA, if you suffer any loss or damages as a result of non-performance or acts of tort by SONY, SONY shall be liable to compensate you only to the extent of the damages that you would normally suffer, limited to the total amount paid by you for the SONY Motion Capture Sensor corresponding to the CHARACTERS. SONY shall not be liable to you for any loss or damages arising out of special circumstances or any other results (including any loss or damages that SONY foresaw or could have foreseen); provided, however, that SONY shall not be exempt from indemnity liability for loss or damages incurred by you arising from of intentional or grossly negligent non-performance or acts of tort by SONY.

#### **Article 6 (Liability to Third Parties)**

If any dispute arises between you and any third party due to infringement of rights or any other reason as a result of your use of the CHARACTERS and the DATA, you shall resolve such dispute at your own expense and responsibility and you shall not cause any inconvenience to SONY, companies affiliated to SONY or the ORIGINAL RIGHT HOLDERS.

#### **Article 7 (Protection of Intellectual Property Rights)**

When using the CHARACTERS and the DATA, you shall comply with both Japanese and foreign copyright laws, treaties concerning author's rights and neighboring rights, and other laws and regulations concerning intellectual property rights.

#### **Article 8 (Termination)**

1. SONY may immediately terminate this EULA if you breach any of the provisions set forth in this EULA and may demand compensation from you for any loss or damages suffered as a result of such breach.
2. SONY may, at its sole discretion, immediately terminate this EULA.
3. If this EULA is terminated pursuant to the preceding two paragraphs or for any other reason, the provisions of Article 4 to Article 11 shall remain in effect.

#### **Article 9 (Deletion, etc. of the CHARACTERS)**

If this EULA is terminated pursuant to the preceding Article or for any other reason, you shall, to the extent reasonably possible, cease all use of the CHARACTERS, the DATA, any derivative works created pursuant to item (3) of paragraph 1 of Article 2 and any reproduction thereof and delete the CHARACTERS, DATA, derivative works, and reproductions, within two (2) weeks of the date of

termination, and upon request of SONY, you shall provide SONY with written proof to that effect.

#### **Article 10 (Amendments)**

SONY may amend this EULA from time to time, within the extent permitted by law. Prior to the commencement of the application of the revised EULA, SONY shall set an advance notice period which SONY deems reasonable in light of the revised terms and conditions, etc. (however, SONY may not set an advance notice period if the revised terms and conditions of the EULA are in the general interest of its customers), and shall notify you of the revised terms and conditions of this EULA by sending an e-mail to the e-mail address you registered, by posting a notice on a designated SONY website, or by any other method that SONY deems appropriate.

#### **Article 11 (Miscellaneous)**

1. This EULA shall be governed by the laws of Japan.
2. This EULA does not prejudicially alter your rights under consumer protection regulations, including the Consumer Contract Act.
3. If any of the provisions of this EULA are found to be invalid by law, such provisions shall continue to remain in effect to the extent deemed valid by law.
4. Companies affiliated to SONY and the ORIGINAL RIGHT HOLDERS shall be treated as third party beneficiaries of this EULA and may directly exercise their related rights under this EULA or avail themselves of any indemnification, etc.
5. Any matters not provided for in this EULA or any ambiguities that arise in the interpretation of this EULA, shall be settled through consultation in good faith between you and SONY. Any disputes that arise between you and SONY in connection with this EULA shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

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