

END USER LICENSE AGREEMENT

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<mocopi-support@sony.com>

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The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA. This EULA shall be governed by the laws of Japan, without regards to conflict of laws provisions. Any dispute arising out of this EULA shall be subject to the exclusive venue of the Tokyo District Court in Japan, and the parties hereby consent to the venue and jurisdiction of such courts. The foregoing does not apply to you to the extent applicable law of your jurisdiction restricts or prohibits such agreements.

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Notwithstanding anything contained in this EULA to the contrary, you acknowledge and agree that any violation of or non-compliance with this EULA by you will cause irreparable harm to SONY, for which monetary damages would be inadequate, and you consent to SONY obtaining any injunctive or equitable relief that SONY deems necessary or appropriate in such circumstances. SONY may also take any legal and technical remedies to prevent violation of and/or to enforce this EULA, including, but not limited to, immediate termination of your use of the SOFTWARE, if SONY believes in its sole discretion that you are violating or intend to violate this EULA. These remedies are in addition to any other remedies SONY may have at law, in equity or under contract.

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

AMENDMENT

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

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Exhibit A

The mocopi SDK software includes the following:

- mocopi Receiver Plugin
- mocopi Mobile SDK
- mocopi sensor data reader