

SONY ELECTRONICS DIGITAL ASSET LICENSE AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN YOU (THE SONY DEALER, RESELLER OR OTHER INVITED USER) (hereinafter collectively called "LICENSEE") AND Sony Electronics Inc. ("LICENSOR"). BY LOGGING IN TO THIS SITE (OR BY DOWNLOADING OR FORWARDING AS PERMITTED ANY OF THE DIGITAL ASSETS OR OTHER CONTENT OR LICENSED MATERIAL (COLLECTIVELY "LICENSED MATERIALS") LOCATED IN OR ACCESSED THROUGH THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE LICENSED MATERIAL USAGE SPECIFICATIONS ASSOCIATED WITH (ADJACENT TO OR EMBEDDED WITH THE DIGITAL ASSETS AND OTHER LICENSED MATERIAL). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR EMPLOYER, THE LICENSE GRANTED AND RESTRICTIONS AND LIMITATIONS RECITED HEREIN APPLY TO YOUR EMPLOYER AND TO YOU AS A REPRESENTATIVE OF YOUR EMPLOYER.

1. Definitions

In this Agreement the following definitions apply:

- a. "Licensed Material" means any and all materials you can access from this site including, but not limited, to, product specification sheets or lists, Sony and third party logos, training guides, user manuals, CIS cut sheets, advertising guidelines, promotion descriptions and related material, coupons, sales news, articles, programs, product pocket guides, comparison charts, press releases, and marketing copy, still image, film or video footage, audio content, visual representations generated optically, electronically, digitally or by any other means, including any negatives, transparencies, film imprints, prints, original digital files or any reproductions thereof, or any other materials protected by copyright, trademark, patent or other intellectual property rights, which are licensed to Licensee by Licensor under the terms of this Agreement.
- b. "Reproduction" and "Reproduce" include any form of copying or publication of the whole or a part of any Licensed Material, whether by printing, photography, photocopying, slide projection (whether or not to an audience) layout or presentation, use in a production process, electronic, digital or mechanical means, use as a reference by an artist or in an artist's illustration or by any other means. Reproduction further includes the distortion or manipulation of the whole or a part of the Licensed Material (for example, by computer, electronically, digitally by an artist or by any other means), even though the resulting Licensed Material may not appear to a reasonable person to be derived from the original Licensed Material. Reproduction also includes distribution in whole or in part of any Licensed Material via television, cable, telecommunications network or internet transmission.

2. Grant of Rights

Unless stated otherwise in the "Specific Rights and Restrictions" section applicable to particular Licensed Material, Licensor grants to Licensee a nonexclusive non-sublicensable, non-transferrable and non-assignable right to use and Reproduce the Licensed Material in the manner or manners stated in Section 3 of this License Agreement and the Specific Rights and Restrictions section applicable to the specific Licensed Material accessed by the Licensee. See Section 3 below for more information about the nature of the rights granted to Licensee hereunder.

- a. The Licensed Material is strictly limited to the use, medium, period of time, print run, placement, size of image, territory and any other restrictions specified in the Specific Rights and Restrictions applicable to the particular Licensed Material. Licensor grants Licensee the right to utilize the Licensed Material in the sales and production process that may be necessary for the permitted use. The terms specified in the Agreement (including all Specific Rights and Restrictions), shall not be modified without the express written consent of Licensor, and any attempt to modify the Agreement without such express written consent, or any attempted deviation from the terms thereof of this Agreement, shall nullify Licensor's indemnity obligations, and the representations and warranties made by Licensor hereunder. Licensee shall not undertake any expanded use of the Licensed Material without the prior written approval of Licensor. The rights and remedies of Licensor hereunder shall be in addition to, and not in lieu of, any other rights or remedies that Licensor may have at law or in equity.

- b. If you provide any of the Licensed Material to any third party to enable you to implement any permitted use, you as the Licensee agree to require said third party to abide by the terms and conditions of this Agreement (including all Specific Rights and Restrictions) and you will be responsible for any failures of the third party to abide by the terms and/or conditions of this Agreement.
- c. Use of Licensed Material in a manner not expressly authorized by this Agreement (i) may constitute an infringement of the proprietary rights of Licensor, its Licensor(s) or other third party or parties; and (ii) may result in Licensee incurring or being responsible for any damages resulting from any such use, including any damages resulting from any claims for infringement of the intellectual property or proprietary rights of Licensor or a third party.
- d. Pornographic, defamatory, libelous or otherwise unlawful use of Licensed Material is strictly prohibited whether directly or in context or juxtaposition with specific subject matter.

3. Limitations on Use, Reproduction Rights

Licensee may advertise or promote the Sony Consumer, Business, Professional, and/or Industrial products (collectively, "Products") that Licensee is authorized by Sony to sell, and may do so only in the 50 United States and only to end users in the corresponding market for such Products. Advertisements of such Products must:

- a. Properly use Sony logos and trademarks in accordance with the guidelines that Sony may provide.
- b. Properly use third party logos and trademarks provided in the Licensed Materials or other content and in accordance with any associated usage guidelines and restrictions associated with each such logo or trademark.
- c. Provide proper identification as to the source or sponsorship of the advertisement, noting Licensee's contact information, displaying Licensee's logo or trademark in a more prominent manner than the Sony logo or any Sony trademark.
- d. For Licensees advertising Business, Professional, or Industrial products, if placed on the internet, promote and describe Licensee's business by describing Licensee's programs, policies and types of service.
- e. Use all Licensed Materials, including but not limited to the following types, only in accordance with any associated usage guidelines and restrictions associated with each particular asset and the additional restrictions listed below:
 1. Press releases, without distorting the content's meaning. Content can be shortened at Licensee's own risk and liability.
 2. Product imagery, as provided and without alteration.
 3. Lifestyle imagery, as provided, without alteration, and only to depict an application corresponding to the market (Consumer, Business, Professional, or Industrial) to which Licensee is authorized to sell Sony Products.
 4. Product specification sheets, without alteration.
- f. Not use any of the following Licensed Materials except internally:
 1. CIS cut sheets.
 2. Advertising Guidelines.
 3. Product Pocket Guides.
 4. Product Comparison Charts.
 5. Training Guides.
 6. Any other Licensed Materials designated "Internal Use Only" in a usage guideline or elsewhere.
- g. Properly label used / discontinued / refurbished / open box Products as such.
- h. Describe Products accurately, including in the case of Licensees advertising Business, Professional, or Industrial Products, the model number and a general description of major features and specifications.

Licensee is responsible for compliance with all laws respecting the marketing and promotion of the products/services represented on this site, including without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM") pertaining to the sending of commercial emails. CAN-SPAM requires, among other things, that the sender of a commercial email message must include in the email message (i) information in the "from" line and "subject" line that is not deceptive or misleading, (ii) a functioning return address or other Internet-based mechanism to enable the recipient to opt-out of any future communications from the sender at the email

address where the message was received (with the sender complying with such requests within 10 business days of receiving it), (iii) a clear and conspicuous identification that the message is an advertisement or solicitation, (iv) a valid physical postal address of the sender. Licensor may provide email templates for use by Licensee that include statements intended to satisfy certain CAN-SPAM requirements. However, Licensor does not warrant that such statements comply with CAN- SPAM or other applicable law(s). Further, the preceding is not intended to constitute legal advice. It is therefore Licensee's sole responsibility to ensure that any emails Licensee sends which include any materials obtained from this site comply with CAN-SPAM and other applicable law(s).

4. Copyright

No ownership or copyright in any Licensed Material shall pass to Licensee by the issuance of the License contained in this Agreement. Except as expressly set forth in this Agreement, Licensor grants Licensee no right or license, express or implied, to the Licensed Material. Licensee shall provide applicable copyright notice and/or protection as required. Upon demand, Licensee shall immediately assign to Licensor (or Licensor's designee) any copyright of or to the Licensed Material arising out of the publication of the Licensed Material. Licensee shall not remove any copyright information from any digital file.

5. Warranty and Limitation of Liability.

THE REPRESENTATIONS AND WARRANTIES OF LICENSOR MADE HEREIN WILL HAVE NO FORCE OR EFFECT IF THE LICENSED MATERIAL IS USED BY LICENSEE IN ANY MANNER NOT SPECIFICALLY AUTHORIZED IN THIS AGREEMENT OR IF LICENSEE IS OTHERWISE IN BREACH OF THIS AGREEMENT.

Licensor warrants to Licensee that the digital or analog copy of the Licensed Material in the form downloaded by Licensee or delivered by Licensor by any means to Licensee will be free from defects in material and workmanship (not including "artifacts" or other flaws inherent in prints of the particular vintage) for 30 days from the date of delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the digital or analog copy of the Licensed Material.

a. Licensor represents and warrants to Licensee that:

1. It has all necessary rights and authority to enter into and perform this Agreement in accordance with its terms, including, but not limited to, the right and authority to license the use of any Licensed Material as expressly provided herein, including the rights to license the copyrights in and to the Licensed Material on the terms and conditions set forth in this Agreement;
2. The rights of Reproduction granted hereunder do not infringe on any copyrights to the Licensed Material or moral rights of any person or entity;
3. All necessary model and property releases have been obtained by Licensor except where specifically stated in this Agreement, Licensor's website or other notice from Licensor. The foregoing representations and warranties apply only to the Licensed Material as delivered by Licensor when used in accordance with the terms of this Agreement.

b. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, LICENSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR OTHER DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification

Provided that Licensee uses the Licensed Material only as permitted under the terms of this Agreement, and is not otherwise in material breach of this Agreement, and subject to section 7, Licensor shall defend, indemnify and hold Licensee and its parent, subsidiaries, and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages), liabilities, and expenses (including reasonable attorneys' fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that the possession, distribution or use of the Licensed Material

by Licensee pursuant to and in accordance with this Agreement infringes on any of the following intellectual property or personal rights of any third party. Licensee shall defend, indemnify and hold Licensor and its parent, subsidiaries, and commonly owned or controlled affiliates and their respective officers, directors and employees harmless from all damages (except punitive damages), liabilities, and expenses (including reasonable attorneys' fees and permitted and authorized costs), arising out of or connected with any actual or threatened lawsuit, claim or legal proceeding alleging that the possession, distribution or use of the Licensed Material by Licensee not in accordance with this Agreement infringes on any of the following intellectual property or personal rights of any third party.

- a. Invasion or infringement of the right of privacy or publicity, including but not limited to, the torts of intrusion into one's private affairs, public disclosure of private facts, false light, misappropriation of the name or likeness arising as prescribed by applicable law;
- b. Copyright infringement; and
- c. Product disparagement, trade libel, dilution or infringement of title, slogan or trademark, trade name, service mark or service name as prescribed by applicable law.

THE FOREGOING STATES EACH PARTY'S ENTIRE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT AND IS THE INDEMNIFIED PARTY'S SOLE AND EXCLUSIVE REMEDY FOR ANY ALLEGED OR ACTUAL BREACH OF THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT.

If Licensor is required to commence or threaten legal proceedings against Licensee to enforce any of the terms and conditions of this Agreement, whether a lawsuit is filed or not, Licensee shall indemnify and hold harmless Licensor for the reasonable legal fees and costs incurred by Licensor.

7. Notice of Defense

Licensor's indemnification obligation set forth in Section 6 is expressly contingent upon the following requirements: (1) if any such actual or threatened lawsuit, claim or legal proceeding arises, Licensee must give Licensor written notice within five (5) business days after receipt of notice of such lawsuit, claim or legal proceeding, whether threatened or initiated; (2) Licensor shall have the right, at its expense and in its sole discretion, to select and employ counsel to defend Licensee against such lawsuit, claim or legal proceeding for which indemnification is sought; (3) Licensor shall have the right to control the legal defense and shall have sole discretion as to whether or not to compromise, settle or otherwise dispose of any such lawsuit, claim or legal proceeding; (4) Licensee agrees to cooperate fully in defending any such lawsuit, claim or legal proceeding (including, without limitation, making available to Licensor such books and records as Licensor reasonably requests and making available its employees, agents, officers and directors for depositions, consultations and otherwise when requested); (5) Licensor will not indemnify Licensee for legal fees and other costs incurred prior to Licensee giving notice to Licensor of the pending action for which indemnity is sought; and (6) Licensor will not indemnify Licensee for the cost of any salaries, wages or benefits payable to Licensee's personnel involved in any legal action for which indemnity is sought. Upon receipt of Licensor's notice that Licensor chooses not to undertake to defend against or resist any lawsuit, claim or legal proceeding after receiving written notice from Licensee, Licensee shall have the right to incur reasonable costs to investigate, defend, compromise, settle or otherwise dispose of the claim, for the account and at the expense of Licensor. Licensee shall not take any action that incurs a cost to Licensee or Licensor without Licensor's prior written permission.

8. Parties' Obligation

Upon notice from Licensor, or upon Licensee's knowledge, that any Licensed Material is subject to a threatened or actual claim of infringement, violation of another right, or any other claim for which Licensor may be liable herein, or if Licensor retires any Licensed Material for any reason, Licensee will immediately physically remove the Licensed Material from its network, if possible, and cease any future use at its own expense. Licensor shall provide Licensee with comparable Licensed Material (which comparability will be determined by Licensor in its reasonable commercial judgment) free of charge, but subject to the other terms and conditions of this Agreement. Licensor's indemnification obligation shall continue for use of any Licensed Material that occurred prior to the date on which Licensor notified Licensee of, or Licensee became aware of, any threatened or actual claim involving the Licensed Material.

9. Electronic Storage

For all Licensed Material that Licensee takes delivery via download, Licensee may only download the Licensed Material onto one (1) computer hard drive or other computer medium and may not otherwise make, use or distribute copies of the Licensed Material for any purpose except as otherwise provided in this Agreement.

Notwithstanding the foregoing, Licensee shall be allowed to make one (1) backup copy for security reasons only. Licensee may not use the Licensed Material on any image storage jukebox, network configuration or similar computer network arrangement. Upon the expiration or earlier termination of this Agreement, Licensee shall promptly delete the Licensed Material from its computer or other electronic storage system.

10. Condition of Licensed Material

Licensee should examine all Licensed Material for possible defects (whether digital or otherwise) before sending any Licensed Material for Reproduction. Licensor shall not be liable for any loss or damage suffered by Licensee or any third party, whether directly or indirectly, arising from any alleged or actual defect in any Licensed Material or its caption or in any way from its Reproduction.

11. Unauthorized Use of Licensed Material

Licensee agrees to defend, indemnify and hold Licensor (including its parent, affiliate and subsidiary companies and their respective directors, officers, employees and agents) harmless against any claim for damages, losses or any costs, including attorneys' fees, arising in any manner whatsoever from the unauthorized use of any Licensed Material or for Licensee's breach of any of the terms of this Agreement.

12. Right to Information

Licensor may at any time upon reasonable notice and during normal business hours inspect any records, accounts and books relating to the Reproduction of any of Licensed Material to ensure that the Licensed Material is being used in accordance with this Agreement.

13. Miscellaneous Terms

No variation of any of the terms in this Agreement shall be effective unless agreed to in writing by an authorized representative of Licensor. No action of Licensor, other than an express written waiver, may be construed as a waiver of any term of this Agreement. A delay on the part of either party in the exercise of its rights or remedies will not operate as a waiver of such rights or remedies, and a single or partial exercise by a party of any such rights or remedies will not preclude other or further exercise of that right or remedy. A waiver of a right or remedy on any one occasion will not be construed as a bar to or waiver of those rights or remedies on any other occasion. Should any clause of this Agreement be found unenforceable, that will not affect any other clause and each will remain in full force and effect. In the event of any inconsistency between the terms contained herein and the terms contained on any purchase order sent by Licensee, the terms of this Agreement shall govern. This Agreement, its validity and effect, shall be interpreted under and governed by the laws of the State of Delaware, U.S.A., without reference to its laws relating to conflicts of law. Except as otherwise set forth herein, venue for all disputes arising under this Agreement shall lie exclusively in the Courts in the State of Delaware or the Federal District Courts located in Delaware (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts.