Airpeak EULA and End User Agreement

EFFECTIVE DATE: October 20, 2021

This Airpeak End User License Agreement ("EULA") and End User Agreement (collectively "User Agreement") is entered into between you and Sony Electronics Inc. ("Sony") and governs your use of the Airpeak device and its embedded software ("Airpeak Product"), the Airpeak Plus ("Cloud Service"), Airpeak Flight and Airpeak Base (collectively "Apps"), any Airpeak-specific registration pages, and any other Sony services (whether via application, online or wireless service, etc.) that posts a link to this User Agreement or otherwise expressly states that it is governed by this User Agreement (collectively, the "Services"). Please note that this User Agreement does not apply to any other Sony website or online service unless expressly posted on such website or online service. Your use of the Services is also subject to our Privacy Policy.

PLEASE READ THIS USER AGREEMENT CAREFULLY BEFORE USING THE SERVICES, AS IT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. BY PURCHASING AN AIRPEAK PRODUCT AND/OR USING THE SERVICES, YOU AGREE TO THIS USER AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS OF THIS USER AGREEMENT, PLEASE DO NOT PURCHASE AN AIRPEAK PRODUCT OR USE THE SERVICES.

When using particular services or features of the Services, both this User Agreement and a separate guidelines, rules, or terms document may apply to your use of that feature or service ("Additional Terms"). To the extent there is a conflict between this User Agreement and any Additional Terms, the

Additional Terms will control unless the Additional Terms expressly state otherwise.

The Services are available only to individuals who are at least 16 years old and are a resident of the United States of America. (If you meet the eligibility requirements, but are not the age of legal majority in your place of residence, your parent or legal guardian must review this User Agreement and accept it on your behalf, if permitted by law.)

Operating a drone in the United States is subject to federal law and regulations. State and local ordinances may also apply to certain operations. When operating a drone, it is the remote pilot/operator's responsibility to always comply with applicable laws, regulations, and ordinances.

EXCEPT FOR CERTAIN TYPES OF DISPUTES AND SUBJECT TO THE OPT-OUT RIGHTS DESCRIBED IN THE "BINDING INDIVIDUAL ARBITRATION" SECTION BELOW, YOU AND SONY AGREE THAT DISPUTES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. THAT MEANS THAT AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE AND THAT YOU WAIVE YOUR RIGHT TO BRING AN ACTION IN COURT BEFORE A JUDGE OR JURY. YOU ALSO WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS, OR PARTICIPATE IN, A CLASS, CONSOLIDATED, REPRESENTATIVE, COLLECTIVE, OR PRIVATE ATTORNEY-GENERAL ACTION OR ARBITRATION.

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General

1. License

You acknowledge and agree that the content, information, and materials included in and on the Services (including past, present, and future versions of any aspect of the Services) (collectively, the "Materials") are owned by Sony or its licensors unless expressly indicated otherwise. The Materials are protected by copyright, trademark, and other laws, rules, regulations and treaties. The Materials include, without limitation: software (including source and object code) offered as any part of the Services, including the Apps and software included within the Airpeak Product; graphics, designs, photographs, artwork and other images; audio, video, and audiovisual materials; text; data/information; the layout (i.e., compilation, assembly and arrangement of content within the Services) and "look and feel" of any user interface within the Services; trademarks, including logos; domain names; and any and all copyrightable and other materials related to the Services.

Except as expressly set forth in this User Agreement or expressly granted to you in writing by Sony, you are granted no rights in the Materials (either by implication, estoppel or otherwise). Subject to your compliance with this User Agreement, the Materials are licensed to you – not sold – and you acknowledge that you do not acquire any ownership rights in the Materials by using the Services. You may only use the Materials as expressly set forth in this User Agreement.

Subject to your strict compliance with this User Agreement and any Additional Terms, Sony grants you a limited, personal, non-exclusive, non-commercial,

revocable, non-assignable and non-transferable license to access and view the Materials. When you access or view the Materials, you must: (a) keep intact all copyright and other proprietary notices; (b) make no modifications to the Materials; and (c) not, and not allow or assist any third party (whether or not for your benefit) to, copy or adapt any object code associated with the Services or reverse engineer, modify, decompile, disassemble, or attempt to discover any source code associated with the Services or to attempt to port or install any software embedded in the Airpeak Product onto any other device. You also agree that you will not (including by use of any robot, scraper, or other data-mining technology or process) frame, mask, extract data or other materials from, copy or distribute the Materials (except as may be the result of expressly permitted functionality of the Services).

With regard only to software embedded within the Airpeak Product and without regard to any provision in this User Agreement to the contrary, you may transfer all of your rights under this User Agreement only as part of a sale or transfer of the Airpeak Product provided you retain no copies, transfer the Airpeak Product and all included software and documentation in its entirety, and the recipient agrees to the terms of the user agreement then in effect for users of the Airpeak Services.

Notwithstanding the foregoing limited license grant, you acknowledge that software incorporated into the Airpeak Product and other aspects of the Services may include software that is subject to terms and conditions governing its use other than this User Agreement (“Excluded Software”). Certain Excluded Software may be covered by open-source software licenses (“Open Source Components”), which means any software licenses approved as open-source licenses by the Open Source Initiative or any substantially similar

licenses, including but not limited to any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. Please visit http://www.sony.net/Products/Linux/ for details on Excluded Software included in the Airpeak Product, and the applicable terms and conditions governing its use. Such terms and conditions may be changed by the applicable third party at any time without liability to you. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply in lieu of the terms of this User Agreement with regard to the Open Source Components. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this User Agreement with respect to such Open Source Components, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to Open Source Components require Sony to make an offer to provide source code in connection with the Airpeak Product, such offer is hereby made.

Any and all rights to use the Services that are not expressly granted to you under this User Agreement are reserved for Sony or its licensors. Except as expressly provided in this User Agreement, you may not copy, reproduce, republish, modify, create derivative works of, upload, download, perform, display, post, transmit, distribute or otherwise use Materials in any way, without the prior written permission of a duly authorized Sony employee.

You may not modify or tamper with any digital rights management functionality of the Services or Materials. You may not bypass, modify, defeat or circumvent any of the functions or protections of the Services, Materials or any mechanisms operatively linked to the Services or Materials. You may not

separate any individual component of the Services or Materials for use on more than one Airpeak Product unless expressly authorized to do so by Sony. You may not remove, alter, cover or deface any trademarks or notices on the Services or Materials. You may not share, distribute, rent, lease, sublicense, assign, transfer or sell the Services or Materials. The software, network services or other products other than the Services or Materials upon which the Material's performance depends might be modified, interrupted or discontinued at the discretion of the suppliers (software suppliers, service suppliers, or Sony). Sony and such suppliers do not warrant that the Services or Materials, network services, content or other products will continue to be available, or will operate without interruption or modification.

Nothing contained in these Terms will affect, impair, or limit in any way the rights of Sony and its licensors to exploit fully any or all of the Services or Materials. Unauthorized use of Services or Materials may be a violation of federal and state laws and could result in civil and criminal liability.

2. Automatic Updates

The software required to run the Services may automatically download and install updates from time to time from Sony. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. Such updates or modifications may modify or delete features or aspects of the Services, including features you may rely upon. You hereby agree that such activities may occur at Sony's sole discretion and that Sony may condition continued use of the Services upon your complete installation or

acceptance of such update or modifications. You agree to receive such updates (and permit Sony to deliver these to you) as part of your use of the Services.

3. Membership Registration

In order to access most features of the Services, you must own (or have permitted access by the owner to) an Airpeak Product and must (1) create and maintain a Sony membership account ("Sony Account"), (2) register for membership to the Service ("Membership"), and (3) register your Airpeak Product with Sony through your Membership account. The Sony Account creation and sign-in process and the personal information that you provide in association with your Sony Account are not part of the Services and will be subject to a separate Sony privacy policy as posted on the Sony Account registration and login pages.

In all cases, you agree to provide current, accurate and complete information as requested by or through the Services or otherwise by Sony. Each individual person is allowed to have only one (1) Membership. Membership and use of the Services is for personal use only and is not transferable. You are responsible for maintaining the confidentiality of your Sony Account and your Membership account and for any activity that occurs under your Membership, including all images or video recordings captured by your Airpeak Product if you enable recording features. You agree to immediately notify Sony of any unauthorized use of your Membership or any breach of security in relation to the Service.

If you do not own an Airpeak Product, your ability to use the Services will be limited to non-registered use of the Apps and any other Service features that Sony may choose to make available to non-registered users in the future.

4. De-registration of your Airpeak Product

Should you return your Airpeak Product to its place of purchase, transfer your Airpeak Product in accordance with this User Agreement, or if this User Agreement is terminated, you agree to: (i) reset the Airpeak Product to its original factory settings and (ii) de-register the Airpeak Product by contacting Sony Customer Service. (See https://esupport.sony.com/US for contact information.)

5. Airpeak Plus Cloud Service

CERTAIN FEATURES OF THE SERVICES AND FUNCTIONALITY OF THE AIRPEAK PRODUCT MAY BE AVAILABLE ONLY TO THOSE WHO SUBSCRIBE TO THE AIRPEAK BASE, AIRPEAK FLIGHT AND/OR AIRPEAK PLUS APPS.

Airpeak Base and Airpeak Flight Apps are offered separately. A subscription to the Airpeak Plus App includes, but is not limited to, the features and benefits of the Airpeak Base and Airpeak Flight Apps.

In connection with the Airpeak Plus App, an Airpeak Product may be able to utilize Wireless Services connectivity that permits it to send and receive data. You understand and agree that the Wireless Service is provided by a third-party service provider.

Airpeak Plus App service is for a twelve (12) month period, which shall be paid fully in advance in one lump sum and commences: (i) upon redemption of the Airpeak Plus activation code if you redeem your activation code within twelve (12) months after the activation code is emailed to you; or (ii) on the next day following your current plan expiration if you redeem the Airpeak Plus activation

code (within twelve (12) months after the activation code is emailed to you) prior to the expiration of your current plan.

Upon the purchase of the Airpeak Plus App, an activation code will be emailed to you, which will expire (i) upon redemption; or (ii) if not redeemed, twelve (12) months after the activation code is emailed to you. The activation code cannot be redeemed more than three (3) months before the then-current plan term expires. You are solely responsible for the protection, safe-keeping and confidentiality of the activation code. Sony is not responsible whatsoever for any loss or theft of your activation code. Only one Airpeak Plus activation code can be registered with one Sony membership account ("Sony Account") at a time. You cannot register two or more Airpeak Plus activation codes to one Sony membership account ("Sony Account") at a time. Renewal of plans may only be implemented on Airpeak once per year. Future plan prices may be different prices.

FINAL SALE - NO RETURN, NO REFUNDS

REFUNDS WILL NOT BE PROVIDED FOR AIRPEAK PLUS PLANS. SONY DOES NOT PROVIDE CREDIT, REFUNDS, OR PRORATED BILLING FOR AIRPEAK PLUS PLANS THAT ARE CANCELLED AT ANY TIME AFTER PURCHASE AND/OR DURING THE AIRPEAK PLUS PLAN PERIOD. IN SUCH CIRCUMSTANCE, YOU WILL CONTINUE TO HAVE ACCESS TO YOUR AIRPEAK PLUS PLAN UNTIL THE END OF THE PLAN TIME PERIOD PURCHASED.

6. User Content

You may choose to post, display and share "User Content" by using the Services and your Airpeak Product. "User Content" is defined as images and

videos transmitted to or through the Services as a result of your use of features of your Airpeak Product, as well as any other materials, content, or text that you submit to the Services or are submitted through your Membership account or your Airpeak Product.

You agree not to post, send, transmit, upload, display, publish or share through any part of the Services any User Content that:

- Interfere with anyone else's use of the Services;
- Is abusive, illegal, indecent, obscene, offensive, or threatening in any way;
- Uses materials of others that are protected by copyright, trademark or trade secrets, patent or other intellectual property law without the express permission of the author or owner;
- Contains false or misleading statement of facts or description of the origin of the material or communications;
- Violates anyone's copyrights, moral rights, author's rights, trade secrets, trademark, patent or other intellectual property or other rights;
- Interferes with the privacy rights of any person, or impersonates any person;
- Contains a virus, may corrupt files or other content, or may otherwise compromise or harm the Services or any third party;
- Constitutes a criminal offense, gives rise to civil liability, or violates any applicable laws or regulations, or encourages anyone to break the law; or advocates illegal activity; or

- Contains links to any User Content that does any of the above.

7. Pricing and Storage Policy

Membership is free to those who own an Airpeak Product, but users must have the Airpeak Plus Plan for their Airpeak Product in order to use back-up, storage and other features of the Services. Fees for the Airpeak Plus Plan will be described to you at the time of purchase of your Airpeak Product or in a separate agreement between you and Sony, and/or a third party, if applicable. Fees for the Wireless Service are not offered with the Airpeak Plus and must be purchased separately by and between you and a third-party wireless service provider. Limitations related to a user's use of the online-storage feature (including any space restrictions) will be as designated by the Airpeak Plus Plan. The availability and amount of online storage may be changed by Sony from time to time without prior notice.

User Content hosting and storage services offered as part of the Services are not designed as or intended to be used as a back-up, disaster recovery or emergency data storage facility. You agree and understand that Sony is not obligated to post, retain, or use your User Content submitted through the Services, and may alternatively choose to discard or remove your User Content without any liability whatsoever. You are responsible for creating and maintaining copies of your User Content as back-ups prior to posting or uploading any User Content. (Due to the way the Services operate, you may be able to back-up only certain types of User Content, such as photos and video recordings.)

8. License Grant and Intellectual Property Rights in User Content

As between you and Sony, you remain the owner of your User Content, but you acknowledge that Sony must have a license from you in order to accept your User Content. In consideration of your use of the Services, and the potential benefits related thereto, you grant Sony, its parents, subsidiaries, affiliates, successors, licensees and assigns, a non-exclusive, worldwide, perpetual, sublicensable, fully paid-up, royalty-free license to use, host, store, modify, reproduce, distribute, create derivative works, publish, publicly perform and publicly display your User Content with respect to the Services. You hereby waive any moral rights you may have in and to any of your User Content, even if the User Content or a derivative work is altered or changed in a manner not agreeable to you.

You acknowledge and agree that certain technical processing or reformatting of your User Content may be required to (a) perform indexing functions; (b) conform to connecting network technical requirements; or (c) conform to the limitations of the Service or other similar requirements.

Except as otherwise expressly described in our Privacy Policy, any applicable Additional Terms or otherwise on the Services, your User Content will be treated as non-confidential and non-proprietary and we will not be liable for any use or disclosure to anyone, including, but not limited to, claimed intellectual-property owners. You acknowledge that Sony may be developing, or may have received from a third party, material that is similar or the same in nature to your User Content. Sony owes you no obligation to your User Content unless you and Sony enter into a separate written agreement to that effect. If your User Content is subject to protection under intellectual property rights laws, you are responsible for seeking and securing any such protection that may be available to you.

9. Responsibility for User Content

Sony does not, as a policy, review or screen any images, video, text, music, sound, audio file or other User Content that a User posts, displays or shares on the Service, although Sony does reserve the right to do so. You understand that by using the Services you may be exposed to content that you may find offensive, indecent or objectionable. You use the Services at your own risk. Sony does not endorse any content or views expressed in any User Content, and is not responsible or liable in any manner for the conduct of any user.

You are solely responsible for the User Content that you provide to Sony for hosting, displaying, sharing or using in connection with the Services, including, without limitation, the nature, content, subject matter, and views you express, display or publish in your User Content.

You represent and warrant that (a) you have the right to enter into this User Agreement without any other approvals; (b) you have the right to use, upload, publish and display User Content to the Service; (c) you have the right to grant the licenses granted in this User Agreement; (d) the use by Sony of the rights you have granted in this User Agreement will not violate the rights of any third parties; and (e) you are at least 16 years old and reside in the United States of America.

10. Social Media Features

The Services may offer features that enable interactions between the Services and a third-party website or service or contain integration with third-party platforms (each, a “Social Application”), such as enabling you to share content from the Services (User Content or Sony Materials) on other online services.

Social Application network services, content, and operating system and software are subject to terms and conditions and may be changed, interrupted or discontinued at any time and may require fees, registration and credit card information. If you decline to accept those terms and conditions, your use of the Services may be limited. You acknowledge and agree that certain content and services available through the Services may be provided by third parties over which Sony has no control. By using Social Applications, you acknowledge and agree to the following: (i) if you use a feature to share information relating to your activity on the Services, you are consenting to your information and content being shared; (ii) your use of a Social Application may cause personally identifying information to be publicly disclosed and/or associated with you, even if Sony has not provided such information; and (iii) your use of a Social Application is at your own option and risk, and you will hold the Sony Parties (defined below) harmless for the sharing of information relating to your activity on the Services. You must read all login and other pop-up boxes closely for notices about sharing your content and information with, through or by any other means identified in a Social Application.

Features of the Services that permit you to share Sony Materials do not grant to you or the recipient(s) any rights in the Sony Materials beyond those granted by this User Agreement. Sony reserves the right to, at any time and for any reason, disable any link to the Services created as part of a Social Application or any other sharing feature offered through the Services.

11. Internet Connectivity

You acknowledge and agree that access to certain Services and Materials' features may require an Internet connection for which you are solely

responsible. Further, you are solely responsible for payment of any fees associated with your Internet connection, including but not limited to Internet service provider or airtime charges. Operation of the Services and Materials may be limited or restricted depending on the capabilities, bandwidth or technical limitations of your Internet connection and service. The provision, quality and security of such Internet connectivity are your responsibility or that of the third party providing such service.

12. Illegal Activities

You agree not to use the Services in a way that violates any law, ordinance, rule, or regulation, including, without limitation, use of the Airpeak Product or any other aspect of the Services in a manner that violates any party's privacy or publicity rights or constitutes trespass. Your use of the Services and the products, services, and information provided by the Services are subject to all applicable local, state, national and foreign laws and regulations, and international treaties, including, without limitation, U.S. laws regarding the transmission of technical data exported from the United States.

It is Sony's policy to report suspected illegal activities to law enforcement agencies and to cooperate fully with their investigations. Sony may take any action it feels, in its sole discretion, are necessary or desirable in order to cooperate with the authorities.

13. Copyrighted Material

Sony respects the intellectual property of others, and requires that its users do the same.

Sony will promptly take down or block access to infringing or allegedly infringing material on its servers if Sony becomes aware that such material infringes the copyright of a third party, whether Sony identifies such infringement in the course of its ordinary and reasonable business activities, or through notification by a user of the Services or a third party. Sony will contact the user responsible for the User Content and alert him or her of the allegations of infringement and of Sony's takedown or blocking of the allegedly infringing material. If the user believes that the removal or blocking of his or her material was the result of a mistake or a misidentification, the user shall provide Sony a counter-notification establishing the user's rights to display the material in question, as well as any other information Sony may request. Upon receipt, Sony will forward the counter-notification to the party that claims to be the copyright owner. If that party does not file suit to enjoin the alleged infringement, or otherwise satisfy Sony that the counter-notification is insufficient, in Sony's discretion, Sony may re-post or unblock the material within 14 days (or a reasonable time) after receiving the counter-notification. If the user does not respond to Sony's takedown notification, Sony will take down or block the User Content.

If you believe that your work has been copied in a way that constitutes copyright infringement and appears through the Services, please provide Sony's copyright agent, designated below, with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located;

・ Your address, telephone number and e-mail address;

・ A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and

・ A statement by you, made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on behalf of the copyright owner.

Notices of alleged infringement and counter-notifications should be sent to:

Airpeak
c/o Sony Electronics Inc. Legal Department
16535 Via Esprillo
San Diego, CA 92127
IPAgent@sony.com

We have a policy of terminating the accounts of users who we determine (in our reasonable discretion) are repeat infringers.

It is often difficult to determine if your intellectual property rights have been violated or if the requirements set forth under the Digital Millennium Copyright Act have been met. We may request additional information before we remove any infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

By this notice, Sony seeks to preserve any and all exemptions from liability that may be available under the copyright law, but does not necessarily stipulate

that it is a service provider as defined in 17 USC Section 512c or elsewhere in the law of the United States or any state or territory within the United States.

14. Not a Security System

You acknowledge that the Services are not a security system or emergency detection or notification system and are not useable for such purposes. Use of settings on an Airpeak Product does not in any way help to prevent, address, eliminate, or mitigate the consequences of any emergency such as a fire, burglary, etc. Neither the Airpeak Product nor any other aspect of the Services has the capacity to monitor for emergencies, notify you or any third party in the event of an emergency, or dispatch emergency authorities. YOU AGREE NOT TO RELY ON THE AIRPEAK PRODUCT OR ANY OTHER ASPECT OF THE SERVICES FOR ANY SUCH PURPOSE AND YOU UNDERSTAND AND AGREE THAT THE SONY PARTIES (DEFINED BELOW) SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF FITNESS FOR SUCH SECURITY OR MONITORING PURPOSES.

15. Warranty, Disclaimer of Warranty

The Services, including all content, products, services and information and other Materials made available or accessed through the Services, are provided “AS IS” with no warranties of any kind. Uploading, downloading or transmitting any User Content or any other material, data, text, image, video, music, sound or audio files through the use of the Service is at your own risk and in your sole discretion. You will be solely responsible for any damages to your computer system or loss of data, or any other damages that result from your use of the Services. No advice or information that you obtain by any

means from Sony will create any warranty not otherwise expressly stated in this User Agreement.

Without limiting the foregoing and to the fullest extent permitted by applicable law, neither Sony, any of its parents, subsidiaries, affiliates, successors, licensees, assigns, third-party licensors or suppliers, nor any their respective offices, directors, employees, agents, or authorized representatives (collectively, the “Sony Parties”) make any representation or warranty of any kind that:

- The Services will meet your requirements;
- Defects in the software that comprise the Services will be corrected;
- The Services will be timely, secure, error-free or uninterrupted;
- The Services or any content, product or information provided in connection with the Services are accurate, correct, reliable or complete;
- The Materials, User Content or any material, data, text, images, video, music, sound or audio file or content or materials posted, displayed, stored or shared on or through the Services will not be altered, deleted or damaged, or will be available for access, upload or download at all times or indefinitely;
- Any particular result may be obtained from the use of the Services; or
- The Services are free of viruses or other components that may infect, harm or cause damage to computer equipment, data, software or any other property when you access, browse, download from, upload to or otherwise use the Services.

Sony Parties expressly disclaims all warranties of any kind, whether express or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose, quality, accuracy, title or non-infringement of any products, content, information or service published on or available through the Service.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONY OR AN AUTHORIZED REPRESENTATIVE OF SONY SHALL CREATE A WARRANTY, DUTY OR CONDITION OR IN ANY WAY INCREASE THE SCOPE OF ANY PROVISION OF THIS USER AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THESE EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE CONTRARY TO APPLICABLE LAW OF YOUR JURISDICTION.

Sony does not warrant that your activities or use of the Services is lawful in any particular jurisdiction and, in any event, Sony specifically disclaims such warranties. You understand that by using any of the features of the Services, you act at your own risk, and you represent and warrant that your activities are lawful in the jurisdiction where you access or use the Services.

The disclaimer of warranties described above is limited to the Services and is in no way intended to affect any limited warranty provided by Sony for the Airpeak Product hardware as described in the materials accompanying the Airpeak Product.

16. Disclaimer of Damages; Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND EVEN IF SONY OR ANY OF ITS AUTHORIZED REPRESENTATIVES OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNDER NO CIRCUMSTANCES (INCLUDING, WITHOUT LIMITATION, THEIR NEGLIGENCE) SHALL ANY SONY PARTY BE LIABLE FOR ANY LOST PROFITS, REVENUES, DATA, FINANCIAL LOSSES, OR DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES FOR ANY CLAIM, LOSS AND/OR CAUSE(S) OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, RELATED TO:

- The quality, reliability, accuracy or completeness of the Services;

- Any modification, alteration, publication, display, failure to store, failure to index, loss, deletion, loss of access or damage of or to your User Content, computer equipment, software, data or any text, image, video, music, sound or audio file or other materials that results from your use of the Services;

- Any harm, errors, omissions, costs, losses or damages arising from the use of or inability to use (whether because of interruption, suspension, termination or otherwise) of the Services, User Content or any content, products, services or information provided in connection with the Service;

- Any failures, delays, misdeliveries or interruptions in the Services or any content, products, services or information provided in connection with the Services;

- Any harm resulting from downloading or accessing any User Content or Materials provided in connection with the Service;

- Any unauthorized access to or alteration of User Content or any breach of security related to any server used by the Service; or

- The cost of procurement of any substitute goods or services.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE SONY PARTIES FOR ANY CLAIM WHATSOEVER UNDER THIS USER AGREEMENT, INCLUDING ANY IMPLIED WARRANTY CLAIMS, WILL IN NO EVENT EXCEED THE GREATER OF TEN U.S. DOLLARS ($10) OR THE AMOUNT THAT YOU PAID TO PURCHASE THE AIRPEAK PRODUCT.

YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF A SONY PARTY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF THE SERVICES OR ANY OTHER PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY ANY SONY PARTY, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF THE SERVICES, PROPERTY, PRODUCT, SERVICE, OR OTHER MATERIALS OWNED OR CONTROLLED BY THE SONY PARTIES, PROVIDED HOWEVER THAT NOTHING IN THIS USER AGREEMENT WILL RESTRICT A CALIFORNIA RESIDENT'S RIGHT – IF ANY – TO PURSUE PUBLIC INJUNCTIVE RELIEF AS PERMITTED BY LAW.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR."

17. Export and Other Regulations

Unless permitted by separate prior written agreement by and between you and Sony, Sony prohibits and Airpeak Product, Apps and Services (and the software therein) are not authorized for export outside of the United States. You agree to comply with all export and re-export restrictions and regulations of the Department of Commerce and other United States agencies and authorities, and not to transfer, or authorize the transfer, of the Services to a prohibited country or otherwise in violation of any such restrictions or regulations.

18. U.S. Government – Restricted Rights

Use, duplication, or disclosure by the United States Government is subject to restriction as set forth in subparagraph (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 C.F.R. § 52.227-19, as applicable. The manufacturer for purposes of this section is Sony Electronics Inc., 16535 Via Esprillo, San Diego, CA 92127.

19. High-Risk Activities

The Services are not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, commercial aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Services could lead to death, personal injury, or severe physical or environmental damage ("High-Risk Activities"). THE SONY PARTIES SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION OF FITNESS FOR HIGH-RISK ACTIVITIES.

20. Prohibited Use of Airpeak

You hereby acknowledge and agree that Sony, its parent, subsidiaries and affiliates, are strictly committed not to engage in any transactions involving Arms. åArmsö refer to products, software, technologies or services designed for combat attack (i.e., killing or destruction) or that could be diverted and employed for combat attack, including parts, accessories and/or software specially designed for any such products, software, technologies or services. Arms include, but are not limited to, (i) any types of guns (including hunting guns and sport guns) and any telescopic sights for any such guns, (ii) tanks, battleships, submarines and fighters (including attack helicopters), (iii) explosives, (iv) biological or chemical weapons, (v) missiles, (vi) unmanned aerial vehicles equipped with offensive weapons (including dissemination feature of biological or chemical weapons), and (vii) devices or programs specially designed for guidance or attitude control of the items described above.

You represent, warrant, and covenant that you will not use the Airpeak Product, Apps or Services: (i) to design, develop, manufacture, customize, use, install, inspect or store Arms; (ii) to transport explosives or chemical or biological weapons and other harmful items; and/or (iii) for military activities such as intelligence, surveillance and reconnaissance.

You represent, warrant, and covenant that you will not resell or otherwise transfer the Airpeak Product, Apps or Services to others who intend to use the Airpeak Products, Apps or Services: (i) to design, develop, manufacture, customize, use, install, inspect or store Arms; (ii) to transport explosives or chemical or biological weapons and other harmful items; and/or (iii) for military activities such as intelligence, surveillance and reconnaissance.

21. Links to Non-Sony Sites & Third-Party Content on the Services

Sony may have websites linked to or from the Services. These websites of third parties and affiliated entities linked to or from the Service (“Linked Sites”) are independently owned and maintained by such third parties and affiliated entities, and are not under the control and/or supervision of Sony. Use of a Linked Site shall be subject to the terms and conditions stipulated by the operator of each Linked Site. Sony is not responsible for any loss or damage, however caused, in connection with the use of any Linked Site and your access to any of the Linked Sites shall be at your own risk. Nothing contained in the Service shall be interpreted as a recommendation and/or endorsement by Sony of the contents of the Linked Sites and any products and/or services appeared on and/or provided through such Linked Sites. Nothing contained herein shall be deemed to constitute a partnership, recommendation or endorsement between the operators of the Linked Sites and Sony.

22. Indemnity

You are responsible for your use of the Services, including Materials and your User Content, thus, you agree to indemnify, defend and hold the Sony Parties, harmless from and against any and all liability or cost (including reasonable attorneys' or experts' fees) incurred by any Sony Party in connection with claims arising from:

- Your use of the Services, Materials and User Content;
- Your violation of this User Agreement;
- Your violation of a third party's privacy rights;
- Your violation or infringement of a third party's copyright, trademark, trade secret, patent or other intellectual property right; and/or
- Any libelous or unlawful material contained within your User Content.

You will fully cooperate as reasonably required in Sony's defense of any claim. Sony reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Sony.

23. Force Majeure

Sony is not liable for any delay or failure in performance resulting, directly or indirectly from causes beyond its reasonable control, including, without limitation, failure or interruption of the internet, power failure, failure of computer, telecommunication or other equipment, strikes, labor disputes, riots, insurrections, civil disturbances, pandemics, endemics, shortage of labor or

materials, fires, floods, storms, explosions, act of God, war, governmental actions, orders of domestic or foreign courts, or non-performance of third parties.

24. Modification or Termination of Service or this User Agreement

Sony may add to, change, or remove any part, term, or condition of this User Agreement at any time without prior notice to you. Any such modified terms posted on the Services shall apply as soon as they are posted (or at such other time as specified in the modified user agreement). By continuing to use the Services after the effective date of the updated user agreement, you are indicating your acceptance thereto.

SONY MAY ADD, CHANGE, DISCONTINUE, REMOVE, OR SUSPEND THE SERVICES OR ANY FEATURE OR COMPONENT THEREOF, TEMPORARILY OR PERMANENTLY, AT ANY TIME, WITHOUT NOTICE AND WITHOUT LIABILITY. SONY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED, WILL MEET YOUR REQUIREMENTS OR THAT SONY WILL CORRECT ANY DEFECTS IN THE SERVICES; OR THAT USE OF THE SERVICES WILL NOT ADVERSELY EFFECT ANY DEVICE ON WHICH YOU USE THE SERVICE; OR THAT IT WILL NOT MODIFY OR CHANGE OR RENDER A PORTION OR ALL OF YOUR AIRPEAK PRODUCT INACCESSIBLE, UNUSABLE AND/OR INOPERABLE. YOU UTILIZE AND/OR ACCESS THE SERVICES AT YOUR SOLE RISK KNOWING THAT THE SAME MAY NOT BE ACCURATE. SONY HAS NO OBLIGATION TO PROVIDE ANY SUPPORT, INCLUDING CUSTOMER SUPPORT FOR THE SERVICES INCLUDING BUT NOT LIMITING TO TROUBLESHOOTING ANY NEGATIVE IMPACTS THE SAME MAY HAVE ON YOUR AIRPEAK PRODUCT.

Sony reserves the right, in its sole discretion, to terminate your use of the Service (or any part thereof) or to edit, delete or remove any User Content without prior notice for any reason or no reason in its sole discretion.

Any termination under any provision of this User Agreement may be effected without prior notice, and Sony may (but is under no obligation to) immediately delete and discard all of your User Content, and/or ban any further access to such files through the Service. Upon any termination of your Membership, or of this User Agreement, your right to use the Service will immediately cease. Sony may retain certain materials for administrative and other reasons.

25. BINDING INDIVIDUAL ARBITRATION

The term “Dispute” means any dispute, claim, or controversy between you and Sony regarding the Services or the use of any devices sold by Sony to access the Services (including, without limitation, the Airpeak Product), whether based in contract, statute, regulation, ordinance, tort (including fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory, and includes the validity, enforceability or scope of this “BINDING INDIVIDUAL ARBITRATION” section (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced. If you have a Dispute with Sony or any of a Sony's officers, directors, employees and agents that cannot be resolved through negotiation within the time frame described in the “Notice of Dispute” clause below, you and Sony agree to seek resolution of the Dispute only through arbitration in accordance with the terms of this section, and not litigate any Dispute in court, except for those matters listed in the Exclusions

from Arbitration clause. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

EXCLUSIONS FROM ARBITRATION. YOU AND SONY AGREE THAT ANY CLAIM FILED BY YOU OR SONY IN SMALL CLAIMS COURT ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION. YOU FURTHER AGREE THAT ANY CLAIM IN WHICH SONY ALLEGES INFRINGEMENT OF ITS INTELLECTUAL PROPERTY RIGHTS IN THE SERVICES OR THE AIRPEAK PRODUCT OR IN WHICH SONY IS SEEKING INJUNCTIVE OR OTHER URGENT LEGAL RELIEF IS NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION.

RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION AND CLASS ACTION WAIVER IN THIS SECTION, YOU MUST NOTIFY US IN WRITING WITHIN 30 DAYS OF THE DATE THAT YOU ACCEPT THIS AGREEMENT UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO SONY ELECTRONICS INC., ATTN: LEGAL DEPARTMENT/ ARBITRATION, 16535 VIA ESPRILLO, SAN DIEGO, CA 92127, AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR SONY ACCOUNT ONLINE ID, IF YOU HAVE ONE, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH ANY SONY ENTITY THROUGH ARBITRATION.

Notice of Dispute. IF YOU HAVE A DISPUTE WITH SONY, YOU MUST SEND WRITTEN NOTICE TO SONY ELECTRONICS INC., ATTN: LEGAL DEPARTMENT/ARBITRATION, 16535 VIA ESPRILLO, SAN DIEGO, CA 92127 TO

GIVE SONY THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than 60 days after you provide notice of the Dispute. If Sony does not resolve your Dispute within 60 days from receipt of notice of the Dispute, you or Sony may pursue your claim in arbitration pursuant to the terms in this section.

Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND SONY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. THIS PROVISION DOES NOT PRECLUDE YOUR PARTICIPATION AS A MEMBER IN A CLASS ACTION FILED ON OR BEFORE NOVEMBER 1, 2018. THIS PROVISION IS NOT APPLICABLE TO THE EXTENT THIS WAIVER IS PROHIBITED BY LAW.

Initiation of Arbitration Proceeding/ Selection of Arbitrator. If you or Sony elect to resolve your Dispute through arbitration, the party initiating the arbitration proceeding may initiate it with the American Arbitration Association ("AAA"), www.adr.org, or JAMS, www.jamsadr.com. The terms of this section govern in the event they conflict with the rules of the arbitration organization selected by the parties.

Arbitration Procedures. Because the Services provided to you by Sony concern interstate commerce, the Federal Arbitration Act ("FAA") governs the

arbitrability of all Disputes. However, applicable federal or state law may also apply to the substance of any Disputes. For claims of less than $75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures") shall apply including the schedule of arbitration fees set forth in Section C-8 of the Supplementary Procedures; for claims over $75,000, the AAA's Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration brought before JAMS, the arbitrator will similarly apply the Streamlined Arbitration Rules & Procedures if the claim meets the qualifications for applications of such rules. Further, if your claims do not exceed $75,000 and you provided notice to and negotiated in good faith with Sony as described above, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to Sony or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration. You or Sony may initiate arbitration in either San Diego County, California or the United States county in which you reside. In the event that you select the county of your United States residence, Sony may transfer the arbitration to San Diego County, California in the event that it agrees to pay any additional fees or costs you incur as a result of the change in location as determined by the arbitrator.

26. Governing Law; Waiver of Jury Trial

This User Agreement, all transactions hereunder and Disputes related hereto or the Services shall be governed by and construed under the law of the State of California, without regard to conflicts of laws rules. You agree that any Disputes not required to be submitted to binding arbitration shall be submitted to the courts of California which shall have exclusive jurisdiction over you and Sony for all such Disputes. Venue of all Disputes not submitted to binding arbitration shall lie exclusively and only in the State of California, San Diego County. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE NOT SUBMITTED TO BINDING ARTIBRATION RELATING TO THIS USER AGREEMENT OR THE SERVICES. You and Sony agree that any cause of action arising out of or related to the Service must commence within one (1) year from the date the cause of action arose or such cause of action is permanently barred.

27. Special Terms for iOS App Users

Notwithstanding any other provision within this User Agreement, the following terms are applicable to those using the Apps as acquired from the Apple App Store to access the Services on an Apple iOS device (“Airpeak iOS Apps”).

- Acknowledgement. You acknowledge that this agreement is concluded between you and us only, and not with Apple. Sony, not Apple, is solely responsible for the Airpeak iOS Apps and the content thereof. You further acknowledge that the Airpeak iOS Apps may not be used in any manner inconsistent with the App Store Terms of Service as of the Effective Date.

・ Scope of License. You are granted a license to use the Airpeak iOS Apps on any iOS device that you own or control and as permitted by the “Usage Rules” set forth in the App Store Terms of Service.

・ Maintenance and Support. We are solely responsible for providing maintenance and support for the Airpeak iOS Apps, as specified in this User Agreement or as required under applicable law. You and Sony acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Airpeak iOS Apps.

・ Warranty. We are solely responsible for any warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Airpeak iOS Apps to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for such Airpeak iOS Apps to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Airpeak iOS Apps, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of us.

・ Product Claims. We, not Apple, are responsible for addressing any claims by you or any third party relating to the Airpeak iOS Apps or your possession and/or use of the Apps, including, but not limited to: (i) product-liability claims; (ii) any claim that the Airpeak iOS Apps fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Our liability is limited so far as permitted by applicable law.

・ Intellectual Property Rights. In the event of any third-party claim that the Airpeak iOS Apps or your possession and use of such Airpeak iOS Apps infringes that third party's intellectual property rights, we, not Apple, are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

・ Third-Party Beneficiary. You and we acknowledge and agree that Apple will have the right (and will be deemed to have accepted the right) to enforce the User Agreement against you as a third-party beneficiary thereof.

28. General

If a court of competent jurisdiction holds that any provision of this User Agreement is illegal, unenforceable or contrary to law, such provision shall be construed as nearly as possible to reflect the original intent of this User Agreement, with all other provisions remaining in full force and effect.

Any failure by Sony to exercise or enforce any right or provision of this User Agreement shall not constitute a waiver of such rights or provision unless Sony acknowledges and agrees to it in writing, and then it shall constitute a waiver of the particular instance.

Sony may assign this User Agreement to any third party at its sole discretion. You may not assign or sublicense the rights granted under this User Agreement without the prior written authorization of Sony.

This User Agreement will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA. Further, the

United Nations Convention on Contracts for the International Sale of Goods shall not apply to this User Agreement.

Each third-party licensor or supplier of Sony who provides software, content, or other services related to the Services is an express intended third-party beneficiary of, and shall have the right to enforce, each provision of this User Agreement with respect to the software, content or services, as applicable, of such party.

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