

## **END USER LICENSE AGREEMENT**

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<[mocopi-support@sony.com](mailto:mocopi-support@sony.com)>

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#### **AUTOMATIC UPDATE FEATURE**

From time to time, SONY or the THIRD-PARTY SUPPLIERS may automatically update or otherwise modify the SOFTWARE, including, but not limited to, for purposes of enhancement of security functions, error correction and improvement of functions, at such time as you interact with SONY's or third parties' servers, or otherwise. Such updates or modifications may delete or change the nature of features or other aspects of the SOFTWARE, including, but not limited to, functions you may rely upon. You acknowledge and agree that such activities may occur at SONY's sole discretion and that SONY may condition continued use of the SOFTWARE upon your complete installation or acceptance of such update or modifications. Any updates/modifications shall be deemed to be, and shall constitute part of, the SOFTWARE for purposes of this EULA. By acceptance of this EULA, you consent to such update/modification.

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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.

#### **EQUITABLE REMEDIES**

Notwithstanding anything contained in this EULA to the contrary, you acknowledge and agree that any

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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”.

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