

**EXHIBIT A TO  
AFFIDAVIT OF YASHA HEIDARI**

**SYSTEM SOFTWARE LICENSE AGREEMENT (Version 1.4) FOR  
THE PlayStation®3 SYSTEM**

December 10, 2009

PLEASE READ THIS SYSTEM SOFTWARE LICENSE AGREEMENT  
CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

ACCESS TO OR USE OF THE SYSTEM SOFTWARE IN THE SONY  
COMPUTER ENTERTAINMENT INC. ("SCE")'S PlayStation®3 COMPUTER  
ENTERTAINMENT SYSTEM UNIT ("PS3™ system") IS EXPRESSLY  
CONDITIONED UPON ACCEPTANCE OF THE TERMS OF THIS  
AGREEMENT.

This Agreement is a contract with SCE. This Agreement applies to any system  
software or firmware included in the PS3™ system, and any patches, updates,  
upgrades, or new versions of the system software or firmware provided to or made  
available for your PS3™ system through any SCE service or online network, SCE  
website or PS3™ system game disc (software is collectively, "System Software").

**1. LICENSE GRANT**

Subject to the terms and conditions of this Agreement, all System Software is  
licensed to users solely for personal, non-commercial use on the PS3™ system in  
the country in which the PS3™ system was designed by SCE to operate. To the  
extent permitted by applicable law, your rights to use or access the current version  
of the System Software will cease upon installation of a newer version of the  
System Software onto your PS3™ system, whether such installation occurs through  
manual or automatic download by SCE through SCE's online network, or  
otherwise. SCE does not grant any license to System Software obtained by users in  
any manner other than through SCE's authorized distribution methods. Your use or  
access to open source software or freeware included with the System Software is  
subject to additional terms and conditions set forth in the instruction manual or  
documentation for the PS3™ system or at <http://www.scei.co.jp/ps3-license/index.html>. Such additional terms are hereby incorporated by reference. You do  
not have any ownership rights or interests in the System Software. All intellectual  
property rights therein belong to SCE and its licensors, and all use or access to  
such System Software shall be subject to the terms of this Agreement and all  
applicable copyright and intellectual property laws. Except as expressly granted in  
this Agreement, SCE and its licensors reserve all rights, interests and remedies.

**2. RESTRICTIONS**

You may not lease, rent, sublicense, publish, modify, adapt, or translate any portion  
of the System Software. To the fullest extent permitted by law, you may not reverse  
engineer, decompile, or disassemble any portion of the System Software, or create  
any derivative works, or otherwise attempt to create System Software source code  
from its object code. You may not (i) use any unauthorized, illegal, counterfeit, or  
modified hardware or software in connection with the System Software, including  
use of tools to bypass, disable, or circumvent any encryption, security, or  
authentication mechanism for the PS3™ system; (ii) violate any laws, regulations  
or statutes, or rights of SCE, its affiliated companies, or third parties in connection  
with your access to or use of the System Software, including the access, use, or  
distribution of any software or hardware that you know or should have known to be  
infringing or pirated; (iii) use any hardware or software to cause the System

Software to accept or use unauthorized, illegal, or pirated software or hardware; (iv) obtain the System Software in any manner other than through SCE's authorized distribution methods; or (v) exploit the System Software in any manner other than to use it in your PS3™ system in accordance with the accompanying documentation and with authorized software or hardware, including use of the System Software to design, develop, update, or distribute unauthorized software or hardware for use in connection with the PS3™ system for any reason. Without limiting the scope of SCE's remedies, any violation of these restrictions will void the PS3™ system's warranty and affect your ability to obtain warranty services and repair services from SCE or its affiliated companies.

### 3. SERVICES AND UPDATES

From time to time, SCE may provide updates, upgrades or services to your PS3™ system to ensure it is functioning properly in accordance with SCE guidelines or provide you with new offerings. Some services may be provided automatically without notice when you are online, and others may be available to you through SCE's online network or authorized channels. Without limitation, services may include the provision of the latest update or download of new release that may include security patches, new technology or revised settings and features which may prevent access to unauthorized or pirated content, or use of unauthorized hardware or software in connection with the PS3™ system. Additionally, you may not be able to view your own content if it includes or displays content that is protected by authentication technology. Some services may change your current settings, cause a loss of data or content, or cause some loss of functionality. It is recommended that you regularly back up any data on the hard disk that is of a type that can be backed up. Other services or content may be made available to you by third parties who may require you to accept their terms and conditions and privacy policy ("Third Party Agreement"). SCE may refer to or provide you with links to websites that third parties independently operate or maintain ("Linked Sites"). SCE and its affiliated companies do not control or direct Linked Sites, nor do SCE and its affiliated companies monitor, approve, endorse, warrant or sponsor any information, conclusions, recommendations, advertisement, products, services or content described on Linked Sites. You acknowledge and agree that SCE and its affiliated companies have no liability to you for the information on the Linked Sites. Your reliance on any such information is at your own risk, and you assume all responsibilities and consequences resulting from your reliance. Please see your user's manual for information on controlling access to Linked Sites via PS3™ system's parental control. Notwithstanding any provision of any terms and conditions, in the event of any conflict between this Agreement and the Third Party Agreement, this Agreement shall control as between you and SCE.

### 4. COLLECTION OF INFORMATION/ AUTHENTICATION

SCE may retrieve information about your hardware and software for authentication, copy protection, account blocking, system monitoring/diagnostics, rules enforcement, game management, marketing purposes, tracking user behavior and other purposes. The information collected is not your personally identifying information. SCE may use DNAS (Dynamic Network Authentication System), a proprietary system designed to authenticate game titles and the PS3™ system when you connect the PS3™ system to a network, to collect this information. Any unauthorized transfer, exhibition, export, import or transmission of programs and devices circumventing DNAS may be prohibited by law. SCE reserves the right to use any other authentication or security system, or method in connection with the PS3™ system. You can find more information on how SCE or its affiliated companies may use the collected information by referring to the privacy policy on the SCE company's website for your territory. The applicable privacy policy

applies to your use of the PS3™ system.

## **5. INTERNET FEATURES**

Use of any feature that requires access to internet connection, including the PS3™ system's internet browser ("Internet Features") is at your own risk. Internet Features may require wireless LAN access which may NOT be available at your location, free of charge, or free from interruption or disconnections. See your wireless LAN provider for details. Internet Features may NOT support all wireless LAN access connection points or Web sites. Browsing websites, or accessing any of the content may result in viruses, loss or corruption of data, or other problems. You must comply with all applicable laws and regulations. See other terms and conditions of use in the user's manuals. You are responsible for all fees in connection with access to or use of the internet.

## **6. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

The System Software and the contents, programs, services and websites on or provided through the System Software, including Internet Features and information on Linked Sites are provided "AS IS". SCE and its affiliated companies expressly disclaim any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SCE AND ITS AFFILIATED COMPANIES EXCLUDE ALL LIABILITY FOR ANY LOSS OF DATA, LOSS OF PROFIT, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL HOWEVER ARISING, AS A RESULT OF ACCESSING TO OR USING THE SYSTEM SOFTWARE OR ANY OF THE CONTENTS, PROGRAMS, FEATURES, SERVICES OR INFORMATION ON OR PROVIDED THROUGH THE SYSTEM SOFTWARE. SO LONG AS THIS PROVISION IS ENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **7. TERMINATION**

If SCE determines that you have violated the terms of this Agreement, SCE may take all actions to protect its interests, including denial of any services such as warranty services and repair services provided for your PS3™ system and termination of your access to PlayStation®Network, implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as reasonably necessary to prevent the use of a modified PS3™ system, or any pirated material or equipment. SCE and its licensors reserve the right to bring legal action in the event of a violation of this Agreement. SCE reserves the right to participate in any government or private legal action or investigation relating to your conduct.

## **8. EXPORT CONTROL**

The PS3™ system may contain technology that is subject to certain restrictions under the export control laws and regulations of the United States, including but not limited to the Export Administration Regulations, and the embargo and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. As such, the PS3™ system may not be exported or re-exported to persons and entities prohibited by such laws and regulations.

## **9. GENERAL LEGAL**

By using or accessing the System Software, you agree to be bound by all current terms of this Agreement. To access a printable, current copy of this Agreement, go to <http://www.scei.co.jp/ps3-eula/> on your personal computer. SCE, at its sole discretion, may modify the terms of this Agreement at any time, including any terms in the PS3™ system documentation or manual, or at <http://www.scei.co.jp/ps3-license/index.html>. Please check back on this website from time to time for changes to this Agreement. Your continued access to or use of the System Software will signify your acceptance of any changes to this Agreement. In the event of any conflict between this Agreement and the Terms of Service and User Agreement for SCE's online network, the terms of this Agreement shall control the use of or access to, the System Software.

Document selection

Country / Region selection

©2009 Sony Computer Entertainment Inc. All rights reserved