

# EXHIBIT U

# PLAYSTATION®NETWORK TERMS OF SERVICE AND USER AGREEMENT

Version 1.0 (November 11, 2006)

PLEASE READ THIS ENTIRE AGREEMENT AND INDICATE WHETHER YOU AGREE TO ITS TERMS BY CLICKING THE "ACCEPT" OR "DO NOT ACCEPT" BUTTON AT THE END OF THE AGREEMENT. YOUR ACCESS TO SONY COMPUTER ENTERTAINMENT AMERICA'S PLAYSTATION®NETWORK ("PSN") IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU CLICK THE " DO NOT ACCEPT " BUTTON, YOU WILL NOT BE ABLE TO ACCESS PSN.

This Agreement is a contract between you and Sony Computer Entertainment America Inc. ("SCEA") and can be accepted only by an adult 18 years or older. If you are under 18, you must ask your parent or legal guardian to consent to this Agreement and Privacy Policy. By clicking the "ACCEPT" button yourself, you affirm that you are 18 years or older and you accept this Agreement. You also affirm that you are accepting this Agreement on behalf of, and all legal and financial responsibility and liability for the actions of, your child, and for all subordinate accounts ("Sub Accounts") attached to your Master Account.

This Agreement applies to the services, software and content provided through or in connection with PSN, including game subscriptions, data, system software, fixes, updates or newer releases and peripheral materials.

If you accept this Agreement, you are subject to its terms and all other agreements that you have entered into in connection with PSN. You agree that you will not directly or indirectly use PSN (i) in any way for any commercial purpose, (ii) in any way that violates the law or the community code of conduct, or (iii) in any way that harms or has the potential to harm SCEA, its parent company, or any affiliates, subsidiaries, licensors, providers, partners of SCEA or its parent company, and users. You agree that you will not use any unauthorized hardware or software to access or use PSN.

## 1. PSN ACCOUNT REGISTRATION

Through PSN, you can participate in SCEA's online community, play games online, and purchase content and services, such as new levels for your favorite games or subscriptions to games. PSN may not be available, or may not be supported, in some countries and some languages. You must create a PSN account in order to access PSN's content and services. SCEA reserves the right to deny the creation of any account at its discretion and for any reason. Currently, there are no charges for creating a PSN account, but there may be charges associated with certain online content or services that are available through PSN. All information provided during PSN account registration must be truthful and accurate. There are two types of PSN accounts: Master Accounts and Sub Accounts. All PSN accounts have an associated PSN mailbox for receiving text mail.

If you are 18 years or older, you can create a Master Account for yourself. Each Master Account can create up to six (6) associated Sub Accounts. You are not permitted to create Sub Accounts for persons under the age of 18 who are not your children or for whom you are not the legal guardian.

A Master Account has access to and control over the following aspects of its Sub Accounts: (i) financial aspects; (ii) content availability and (iii) certain chat features. Text mail from SCEA that

relates to a Sub Account's purchases on PSN will be sent to the mailbox of the associated Master Account. At its sole discretion, SCEA may send text mail to the Master Account relating to the Sub Account's other activities on PSN.

A child under 18 can only have a Sub Account associated with a Master Account of the child's parent or legal guardian. If you are creating a Sub Account for a child under the age of 13, you must provide (i) your consent for SCEA to disclose, pursuant to SCEA's privacy policy, your child's personally identifying information to third parties for the purpose of allowing your child to participate in PSN activities, such as video and voice chat and gameplay; and (ii) your credit card information. Your credit card will be used to verify parental consent under laws requiring such consent. You will not be charged a fee for creating the Sub Account. If you do not consent to the disclosure of this requested information, you will not be able to create a Sub Account for the child. If all requested information is provided, a separate email containing a code will be sent to the Master Account's email account with instructions to complete registration by entering the code into the Sub Account using a personal computer. You will need to create for your child an Online ID that will be associated with the child's PSN Sub Account. Please note that the Online ID is publicly available to and viewable by all PSN users and your child may receive text emails from any PSN users, including adults, in your child's PSN account mailbox. The parent's Master Account will not be notified of text emails sent to a child's Sub Account mailbox. As the parent or legal guardian, it is your sole responsibility to monitor your child's access to or use of PSN, as well as any communications made or received by your child on or through PSN.

Some content and services may not be appropriate for children under a certain age. Please check age ratings for content before purchase. Some purchased content is designed to be downloaded to your PLAYSTATION®3 computer entertainment system unit and will be accessible by all users of that unit. Please monitor your child's access to content that may be age inappropriate that you or others may purchase and download. PSN parental controls will not apply to downloaded content. Your child may not be able to access content, services or play games rated for players older than his or her registered age. In some countries, parents and legal guardians with Master Accounts will be permitted to set their parental controls to override content restrictions on associated sub accounts. Please see the Regional Online Manual at <http://web.archive.org/web/20070103203102/http://www.us.playstation.com/SCEAROM> for more information.

A Master Account can also create Sub Accounts for people over the age of 18. Credit card information is not required to create a Sub Account for someone over 18. Adult Sub Account holders must accept this Terms of Service and User Agreement and the applicable Privacy Policy themselves. The Master Account holder is jointly and severally legally and financially responsible for the actions of his or her Sub Account holders on PSN, regardless of their age.

Both Master Account and Sub Account holders select their own Online ID, Sign-In ID and password to gain access to their accounts. All users should safeguard their account information to prevent unauthorized use. Certain information, which may include the Online ID, "About Me" statement, avatar pictures, country/area of residence, preferred language and recently played game titles, is provided to all PSN users, including children. SCEA shall have no liability for any unauthorized usage of a PSN account. PSN accounts registered on a personal computer and not used on a PLAYSTATION®3 computer entertainment system unit after a certain amount of time may be subject to deletion. Deletion or termination of a Master Account will result in the deletion and termination of all associated Sub Accounts.

## 2. PSN COMMUNITY

Currently, no purchase is required to participate in general PSN community activities. If you have a PSN account, you can chat via voice and video with friends and enjoy single sign on benefits without purchase, as well as enjoy online gaming for which there is no subscription or purchase requirement.

## 3. COMMUNITY CODE OF CONDUCT

You must adhere to the following rules of conduct, and also follow a reasonable, common-sense code of conduct. Users are required to take into consideration community standards and refrain from abusive or deceptive conduct, cheating, hacking, or other misuse of PSN. Rights of other players should be respected.

The violations that are prohibited include but are not limited to the following:

- You may not engage in deceptive or misleading practices.  
You may not abuse or harass others, including but not limited to stalking behavior.
- You may not use offensive or vulgar language, images, or sounds in any communication or in the creation of any Online ID, public profile or other publicly viewable areas. This includes but is not limited to, speech that is racially, ethnically, or religiously offensive, libel and defamation, threats, bullying and stalking.
- You may not organize hate groups or use or promote hate speech.
- You may not use, make, or distribute unauthorized software or hardware in conjunction with PSN, or take or use any data from PSN to design, develop or update unauthorized software or hardware, including but not limited to cheat code software or devices that circumvent any security features or limitations included on any software or devices.
- You may not modify or attempt to modify the online client, disc, save file, server, client-server communication, or other parts of any game title, or content.
- You may not cause disruption to any account, system, hardware, software, or network connected to PSN for any reason, including to gain an unfair advantage in a game.
- You may not bypass or attempt to bypass any user authentication systems or security feature.
- You may not attempt to hack or reverse engineer any code or equipment in connection with PSN.
- You may not provide anyone with your name or any other personally identifying information, or the name, password or personally identifying information of any other person or business through any means, including messaging, chat or any other form of PSN communication.
- You may not send excessive communications that are disruptive (spamming) to the normal flow of chat or gameplay, or that are otherwise unsolicited.
- You may not introduce content that is commercial in nature such as advertisements, solicitations, promotions and links to web sites.
- You may not introduce content that will be harmful to SCEA, its licensor, or players such as any code or virus that may damage any property or interfere with the use of the property or PSN.
- You may not access, use, or distribute any content or material that you know or should have known to be infringing or pirated.
- You may not impersonate another player, an SCEA employee, or an employee of a third party publisher.
- You may not provide SCEA or any third party company with false or inaccurate information, including reporting false complaints to SCEA Consumer Services or providing false or inaccurate information during account registration.

- You may not engage in any activity to gain unauthorized access to or interfere with any account, system, hardware, software, or network connected to the PSN.
- You may not sell, buy, or trade your Online ID or any personal access to PSN through any means or method, including use of web auction sites.
- You may not conduct any activities that violate any local, state or federal laws, including but not limited to, copyright or trademark infringement, defamation, invasion of privacy, identity theft, hacking, stalking, fraud, and the distribution of counterfeit software.

Unless otherwise required by applicable law, there is no requirement or expectation that SCEA will monitor or record any online activity on PSN, including communications. However, SCEA reserves the right to monitor and record any online activity on PSN, and you give SCEA your express consent to monitor and record your activities. SCEA reserves the right to remove any content from anywhere on PSN at SCEA's sole discretion. SCEA has no liability for any violation of this Agreement by you or by any other player.

#### **4. CONTENT ON PSN**

PSN provides you with the ability to buy a variety of content, including game-specific items, such as new gameplay levels and graphics, as well as game subscriptions. All content is provided through PSN by SCEA, including content created or published by third parties. Third party publishers may administer the gameplay or provide customer service for certain games. To enable third party publishers to administer games or provide customer service, we must provide them with your personal information. If you do not consent to allow us to share your personal information with third party publishers for the purpose of providing you with PSN services, you will not be able to participate in PSN. In order to access certain content, you may be required to accept additional content-specific terms of service ("Service Agreement"). Notwithstanding any provision of any other agreement, in the event of any conflict between this Agreement and the Service Agreement or any other terms of service in connection with PSN or in connection with any disc-based product used with PSN, this Agreement shall control.

#### **5. WALLET**

All content, including third party published content, may only be purchased from SCEA using funds from the PSN wallet. All purchases made by the Sub Account or the Master Account must be made through a PSN wallet that is automatically associated with a Master Account. A Sub Account does not have its own separate wallet. Master Accounts can set a maximum spending amount for each Sub Account, effective at the beginning of the following month. A Master Account holder can fund the PSN wallet up to a maximum amount determined by SCEA ("Limit"), using either (i) a credit or debit card; (ii) a pre-paid card where available; or (iii) other payment methods as approved by SCEA from time to time. SCEA reserves the right to refuse purchase of any wallet funds for any reason. Except as otherwise permitted by applicable law or as expressly provided in this Agreement, funds added to the wallet are non-refundable and non-transferable. Wallet funds have no value outside PSN and can only be used to purchase content or services from SCEA through PSN. Subject to applicable law, wallet funds that are deemed abandoned or unused by law will not be returned or restored.

#### **6. PREPAID CARDS**

Each Master Account and its associated Sub Accounts will be subject to the Limit. If you purchase a prepaid card that has a value that, when added to the wallet's existing balance, exceeds the Limit, you will not be able to apply the value of the prepaid card to the wallet until sufficient funds have been

spent from the wallet to allow the sum of the full value of the prepaid card and wallet to be equal to or less than the Limit. The Master Account will only accept pre-paid cards with currency value from the same country as the one designated for the Master Account. Prepaid cards may be sold by authorized distributors or retailers and are the sole responsibility of authorized distributors and retailers. SCEA is not responsible for, or liable for any claims arising as a result of, any problems encountered using a prepaid card or for any defects in a prepaid card. Please contact the distributor or retailer from whom you purchased your prepaid card if you have any problems with your card.

## 7. PURCHASES

All purchases on or through the PSN are made solely between you and SCEA. By making a purchase through your master account or allowing a purchase through an associated Sub Account, you are (i) agreeing to pay for all purchases made by the Master Account and its associated Sub Accounts; (ii) authorizing SCEA to deduct from the wallet all applicable fees due and payable for all purchases made by the Master Account and its associated Sub Accounts; and (iii) agreeing to any applicable Service Agreement and the terms of service associated with the particular content, subject to Section 4 above. All sales are final. Purchased content or services are not refundable or transferable, and cannot be redeemed for cash, credit, or funds to your wallet. SCEA reserves the right to deduct from the wallet any amount resulting from a Master Account holder's request to the Master Account holder's credit card company to reverse charges for a purchase on the PSN. SCEA also reserves the right to terminate the Master Account and all Sub Accounts associated with the Master Account. In lieu of termination of the Master Account in such circumstances, SCEA may elect to provide a mechanism by which a Master Account may fund the wallet to prevent the Master Account and its associated Sub Accounts from being terminated. All transactions are made in the currency of your country of residence. Prices, items offered for sale and services are subject to change or withdrawal at any time. Prices listed do not include sales tax. Applicable sales tax will be calculated and added at the time you purchase the item or service. All sales are subject to the laws of the State of California, County of San Mateo.

You can make purchases only from a designated Sony regional company which is determined by your country/area of residence. Your country/area of residence may be verified by your credit or debit card number and may be rejected if the information does not match. If you are a Master Account holder, you will receive an email summary for each purchase after it is made, if you have given us a valid, current, operational email address. You can view your purchase history in the PSN Account Management area.

Although SCEA will try to ensure that all prices are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will contact you promptly. You will have the option of either reconfirming your order at the correct price or canceling it. If we are unable to contact you, your order will be cancelled.

Upon receipt of your purchase, content or services will be made available to you through your PSN account throughout the authorized term of use or access for such content or service.

## 8. GENERAL LICENSE RESTRICTIONS AND TERMS

All content and software provided through PSN are licensed non-exclusively and revocably to you, your children and children for whom you are a legal guardian (collectively for purposes of this section, "You" or "Your"), solely for Your personal, non-commercial use on the PLAYSTATION®3 computer entertainment system unit or any other hardware devices authorized by SCEA, subject to the terms of this Agreement. All intellectual property rights subsisting in the PSN, including but not

limited to, all software, data, and content subsisting in or connection with the operation of PSN, the Online ID, the products and services offered on or through PSN and hardware used in connection with PSN (collectively defined as "Property"), belong to SCEA and its licensors. All use or access to such Property shall be subject to the terms of this Agreement and all applicable copyright and other intellectual property rights laws. You may not sell, transfer, rent, sublicense, modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Property. You may not create any derivative works, attempt to create the source code from the object code, or download or use any Property for any purpose other than game play or other SCEA authorized use. Property is not licensed for resale or for public performance. Except as expressly granted in this Agreement, SCEA and its licensors reserve all rights, interests, and remedies in connection with PSN and the Property.

Additional terms of service and use may apply to particular content or services. Use may be restricted depending on content or service. Please read carefully all specific terms of service and use for particular content or service before purchasing. The restrictions to which particular content or service is subject are in the sole discretion of SCEA or its licensors and are subject to change at any time. Use of the terms "purchase," "sale," "sell" or "buy" on PSN or in connection with PSN shall not mean or imply any transfer of ownership of any content, data or software or any intellectual property rights therein from SCEA or its licensors to any user or third party. All other company, product, and service names and logos referenced on the PSN are the marks, trade names, trademarks/ service marks, and registered trademarks/ service marks of their respective owners.

## 9. SUBSCRIPTIONS

Subscriptions may not be shared among any PSN accounts, including the Master Account with its associated Sub Accounts. All subscriptions will be automatically renewed unless you cancel the subscription. For automatic renewal, your wallet must contain funds in an amount sufficient to cover the subscription's automatic renewal cost, or your subscription will be terminated. If you do not have sufficient funds in your wallet and you have previously entered your credit card billing information, your credit card will be automatically charged a minimum amount determined by SCEA in order to renew your subscription automatically, even if the amount charged exceeds the cost of the subscription. Any difference between the amount charged and the sum of the cost of the subscription and existing balance will be credited to your wallet. Subscription charges may be increased at the end of each subscription period. If charges are increased, you will be asked to confirm whether to continue with the subscription. You may cancel subscriptions via PSN Account Management. Cancellation will take effect from the next renewal of that subscription. Except as otherwise stated in this Agreement, you will not receive a refund for any subscriptions paid in advance.

## 10. MAINTENANCE

From time to time, it may become necessary for SCEA to provide certain content or services to you to ensure that PSN, your PLAYSTATION®3 computer entertainment system unit or other SCEA-authorized hardware is functioning properly in accordance with SCEA guidelines. Some content or services may be provided automatically without notice when you sign into PSN. Such content or service may include automatic updates or upgrades which may change your current operating system, cause a loss of data or content or cause a loss of functionalities or utilities. Such upgrades or updates may be provided for system software for your PLAYSTATION®3 computer entertainment system unit or other SCEA-authorized hardware. Access or use to any system software is subject to terms and conditions of a separate end user license agreement found at <http://web.archive.org/web/20070103203102/http://www.us.playstation.com/termsfuse>. You authorize SCEA to provide such content and services and agree that SCEA shall not be liable for any

damages arising from provision of such content or services or maintenance services. It is recommended that you regularly back up any data located on the hard disk that is of a type that can be backed up.

## 11. PUBLIC INFORMATION

SCEA may provide all users with information relating to your game play. You hereby authorize SCEA to use, distribute, copy, display, and publish information relating to your game play for purposes such as tournaments and ranking, without payment to you. In addition, you will have the option to post pictures, photographs, game related materials, or other information through PSN to share with the PSN community ("User Material"), provided no rights of others are violated. By posting User Material you represent and warrant that you have the appropriate rights in the User Material to allow posting. You authorize and sublicense SCEA the right to authorize anyone to use, distribute, copy, modify, display, and publish your User Material in any manner on any medium without payment to you, and you hereby waive all claims, including any moral rights, against SCEA, its affiliates and subsidiaries for SCEA or any other third party's use of User Material and game play information, as applicable. You further agree to cooperate with SCEA in resolving any dispute that may arise from your posting of User Material through PSN. SCEA reserves the right to remove any User Material at its sole discretion.

## 12. TERMINATION/ CANCELLATION

If SCEA determines in its sole discretion that you have violated any term of this Agreement or any other terms of service or agreements connected with PSN or have otherwise injured or damaged the PSN community, SCEA may take all actions to protect its interests, including termination or suspension of your PSN account (both the Master Account and any associated Sub Accounts), removal of content, implementation of upgrades or devices intended to discontinue unauthorized use, or reliance on any other remedial efforts as necessary to remedy the violation. You will not receive a refund for purchased items, value accumulated on in-game items or any unused balance in your wallet except as expressly provided in this Agreement. SCEA reserves the right to bring legal action and to participate in any government or private legal action or investigation relating to your conduct, which may require the disclosure of your information. Unless as otherwise stated in this Agreement, SCEA, at its sole discretion, may indefinitely suspend, or discontinue any and all online services and content at any time, including for maintenance service or upgrades, without prior notice or liability.

## 13. GENERAL LEGAL

SCEA, at its sole discretion, may modify the terms of this Agreement at any time, including imposing a fee for creating PSN accounts. By accepting this Agreement or by accessing PSN, you agree to be bound by all current terms of the Agreement. To access a printable, current copy of this Agreement, go to <http://web.archive.org/web/20070103203102/http://www.us.playstation.com/termsfuse> on your personal computer. If material changes to this Agreement are made, you will be notified by a posting as you sign in to PSN. If necessary, you will be given additional choices regarding such change(s). Please check back from time to time to ensure that you are aware of these changes. Your continued use of PSN, including use of your associated Sub Account(s), will signify your acceptance of these changes. If you do not accept material changes to the Agreement, then you may contact us to terminate this Agreement and your account(s). If there are funds in your wallet as of the date SCEA terminates your account, those funds may be refunded to you and you will not be able to access PSN.



This Agreement shall be construed and interpreted in accordance with the laws of the State of California applying to contracts fully executed and performed within the State of California. Both parties submit to personal jurisdiction in California and further agree that any dispute arising from or relating to this Agreement shall be brought in a court within San Mateo County, California. In the event of litigation to enforce any part of this Agreement, all costs and fees, including attorney's fees, shall be paid by the non-prevailing party.

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

No warranty is given about the quality, functionality, availability or performance of PSN, or any content or services offered on or through PSN. In addition to the limitations of liability in Sections 1, 3 and 12 of this Agreement, SCEA expressly disclaims any implied warranty of merchantability, warranty of fitness for a particular purpose and warranty of non-infringement. SCEA assumes no liability for any inability to purchase or use any content, goods or services. **YOUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM PSN OR IN CONNECTION WITH THIS AGREEMENT AND SCEA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO YOUR USE OF OR ACCESS TO PSN SHALL BE LIMITED TO YOUR DIRECT DAMAGES, NOT TO EXCEED THE UNUSED FUNDS IN YOUR WALLET AS OF THE DATE OF TERMINATION. EXCEPT AS STATED IN THE FOREGOING SENTENCE, SCE EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, DAMAGE CAUSED TO YOUR SOFTWARE OR HARDWARE, AND ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRD PARTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL AND HOWEVER ARISING, AS A RESULT OF ACCESSING OR DOWNLOADING CONTENT TO YOUR PLAYSTATION®3 COMPUTER ENTERTAINMENT SYSTEM UNIT OR USING OR ACCESSING PSN. Internet Service Provider fees are the full responsibility of the user. UNLESS THIS PROVISION IS UNENFORCEABLE IN YOUR JURISDICTION, THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.**

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