IMPORTANT – READ CAREFULLY: This End-User License Agreement ("License") is a legal agreement between you and Sony Corporation ("SONY"), the manufacturer of your System Management Software (Model Name:BZPS-8000, hereinafter "SOFTWARE"). The SOFTWARE includes computer software, the associated media and any printed materials. You may use the SOFTWARE only in connection with the use of the personal computer (hereinafter referred to as SYSTEM). By installing, copying or otherwise using the SOFTWARE, you agree to be bound by the terms of this License. If you do not agree to the terms of this License, SONY is unwilling to license the SOFTWARE to you. In such event, you may not use or copy the SOFTWARE, and you should promptly contact SONY for instructions on return of the unused product for a refund of the purchase price of the SYSTEM allocable to the SOFTWARE.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

GRANT OF LICENSE. This License grants you the following rights:

- **Back-up Copy.** A back-up copy of the SOFTWARE is included with the SYSTEM. You may use the back-up copy solely for archival purposes.

DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

- **Limitation on Reverse Engineering, Decompilation and Disassembly.** You may not modify, reverse engineer, decompile, or disassemble the SOFTWARE in whole or in part.
- **Single SYSTEM.** The SOFTWARE is licensed with the SYSTEM as a single integrated product. The SOFTWARE may only be used with the SYSTEM.
- **Rental.** You may not rent or lease the SOFTWARE.
- **Software Transfer.** You may transfer all of your rights under this License only as part of a sale or transfer of the SYSTEM, provided you retain no copies, transfer all of the SOFTWARE (including all copies, component parts, the media and printed materials, all versions and any upgrades of the SOFTWARE and this License), and the recipient agrees to the terms of this License.
- **Termination.** Without prejudice to any other rights, SONY may terminate this License if you fail to comply with the terms and conditions of this License. In such event, you must destroy all copies of the SOFTWARE and all of its component parts.

COPYRIGHT. All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animation, video, audio, music, text and "applets", incorporated into the SOFTWARE), and any copies of the SOFTWARE, are owned by SONY or its suppliers. All rights not specifically granted under this License are reserved by SONY.

PRODUCT SUPPORT. Product support for the SOFTWARE is not provided by SONY.

LIMITED WARRANTY. SONY warrants that for a period of ninety (90) days from the date of its delivery to you the CD-ROM media on which the copy of the SOFTWARE is furnished to you will be free from defects in materials and workmanship under normal use. This limited warranty extends only to you as the original licensee. SONY's entire liability and your exclusive remedy will be replacement of the CD-ROM media not meeting SONY's limited warranty and which is returned to SONY with proof of purchase in the form of a bill of sale (which is evidence that the CD-ROM media is within the warranty period). SONY will have no responsibility to replace a disk damaged by accident, abuse or misapplication.

EXCLUSION OF WARRANTY ON SONY SOFTWARE. You expressly acknowledge and agree that use of the SOFTWARE is at your sole risk. The SOFTWARE is provided "AS IS" and

without warranty of any kind and SONY and its representative (hereinafter collectively referred to as SONY) EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SONY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE CORRECTED. FURTHERMORE, SONY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SONY SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT SONY) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

LIMITATION OF LIABILITY. SONY SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THIS PRODUCT. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DOWN TIME AND PURCHASER'S TIME, EVEN IF SONY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, SONY'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU ALLOCABLE TO THE SOFTWARE.

Should you have any questions concerning this License, you may contact SONY by writing to SONY at Atsugi Technology Center Live Production Systems Dept. 4-14-1 Asahi-cho Atsugi-shi, Kanagawa-ken, 243-0014 Japan.