

PATENT LICENSE AGREEMENT
(LICENSED PRODUCT SALES)
BMC- 2006-901

Introduction

This Patent License Agreement ("**Agreement**") is made and entered into by and between **Boeing Management Company**, a wholly owned subsidiary of The Boeing Company, a corporation organized and existing under the laws of Delaware, with offices in Irvine, California, USA ("**LICENSOR**") and **Sony Computer Entertainment America Inc.**, a corporation organized and existing under the laws of Delaware ("**LICENSEE**"), either or both of which may be referred to as a "**Party**" or the "**Parties**."

Recitals

LICENSOR is the owner or holder of rights in certain U.S. or foreign patents and patent applications.

LICENSEE desires to obtain the right to practice and use the patents to produce and sell certain products or services, and LICENSOR is willing to grant such a right.

LICENSOR and LICENSEE desire to enter into this Agreement upon the terms and conditions set forth below.

Agreement

In consideration of the mutual covenants and obligations set forth herein, the Parties agree as follows:

Article 1 Definitions

The definitions set forth in this Article shall apply to the following terms, in both singular and plural, whenever used in this Agreement:

- 1.1 **Affiliate** means any domestic or foreign company, firm or entity (i) that either Party has or acquires a significant ownership interest in during the Term; (ii) that directly or indirectly through one or more intermediaries, either controls, is controlled by, or is under common control with a Party; or (iii) that assumes all obligations and liabilities of the respective Party relating to this Agreement during the Term. Affiliates include both subsidiaries and parent corporations of the Parties.
- 1.2 **Effective Date** means the last date on which either Party signs this Agreement. This Agreement does not come into effect until signed by both Parties.
- 1.3 **Field of Use** means the permitted scope for use of the Licensed Patents which is defined as technology, applications or services capable of running on or interacting with [REDACTED]
- 1.4 **Improvements** means any changes, revisions, modifications, developments or enhancements to the Licensed Patents that are developed, made or created and for which LICENSEE has filed for patent protection anywhere in the world.
- 1.5 **Licensed Patents** means the patents and patent applications listed in **Attachment A**, together with any reissues, continuations, divisionals, renewals, or foreign patents or continuations-in part or any applications that claim priority to the applications listed in Attachment A and have been filed prior to or on the Effective Date of this Agreement.

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- 1.6 **Products** mean any product or service within the Field of Use that employs, embodies or is produced by any invention that falls within the claims of a Licensed Patent.
- 1.7 **Sale** means when the Products developed under the Licensed Patents are first licensed, leased, loaned, consigned, invoiced, shipped, delivered, billed, sold or paid for, whichever occurs first.
- 1.8 **Term** means the period commencing on the Effective Date and terminating as provided in the Article herein entitled "Term; Termination," together with any renewal or extension period that may be provided for therein.
- 1.9 **Territory** means the geographic area described as Worldwide.
- 1.10 **Third Party** means a person or entity that is not a Party to this Agreement.

Article 2 Grant by Licensor

- 2.1 **License Grant.** LICENSOR grants to LICENSEE a nonexclusive, nontransferable license under the Licensed Patents within the Field of Use in the Territory to develop, customize use, apply, offer for sale, sell, make, have made, modify, support and service the Products. LICENSEE may grant sublicenses under the Licensed Patents to LICENSEE's Third Party developers, publishers, Affiliates and end-users of Products which shall be limited to the Field of Use.
- 2.2 **Restrictions.** Except as may otherwise be expressly provided for herein, LICENSEE shall not use the Licensed Patents to develop any product or service other than the Products.
- 2.3 **Improvements.** LICENSEE agrees that in the event it makes any material Improvements in the Licensed Patents which result in a subsequent patent filing or continuation-in part filing during the Term, it shall disclose them in writing to LICENSOR within one hundred and twenty (120) days after filing. LICENSEE agrees to grant LICENSOR a limited, nonexclusive, royalty-free, perpetual license in the Improvements. LICENSOR's license of the Improvements shall entitle LICENSOR to use and sublicense the Improvements for any business purpose, excluding the Field of Use. LICENSOR further agrees that LICENSEE will hold title and assignment to any and all Improvements. In the event LICENSEE is prohibited from disclosing any Improvement to LICENSOR due to restrictions imposed by the U.S. government or other governmental authority, LICENSEE shall, in lieu of full disclosure, advise LICENSOR of the restriction and provide any non-restricted, descriptive information regarding the Improvement, as available.
- 2.4 **Reserved Rights.** All intellectual property rights in and to the Licensed Patents are, as between LICENSEE and LICENSOR, owned exclusively by LICENSOR and no ownership therein is transferred to LICENSEE under this Agreement. Except as expressly set forth herein, no additional license, grant or working right is granted or implied by this Agreement.

Article 3 Confidentiality

The existence of this Agreement, including the title and the identification of the Parties, is not confidential. However, the specific terms and conditions of this Agreement, including amounts payable to LICENSOR, are confidential and may not be disclosed by either Party except with the written consent of the other Party. Notwithstanding this limitation, either Party may disclose this Agreement under a suitable protective order or under terms of continuing confidentiality (i) to their Affiliates; (ii) as may be required by judicial or governmental order; or (iii) to a business party in a prospective business transaction with one of the Parties where the terms of this Agreement are material to for funding, acquisition or financing. Except as expressly provided herein, neither Party shall make any news release, public announcement or communication to any

Third Party regarding the discussions resulting in this Agreement or disclosing any details of this Agreement.

Article 4 Additional Undertakings by LICENSEE

- 4.1 **Good Faith Efforts.** LICENSEE shall work in good faith to bring about to the diligent development, manufacture, distribution, promotion and Sale of Products developed under the Licensed Patents in the Territory.
- 4.2 **Financial Risk.** LICENSEE assumes the financial risk related to the distribution, promotion, Sale and support of Products developed under the Licensed Patents and shall be free to determine the selling price to and the terms and conditions of payment for all Sales thereof.
- 4.3 **Permits; Laws.** LICENSEE shall procure all necessary approvals, licenses, permits, permissions, waivers, certificates and consents required from any governmental authorities with jurisdiction over the performance of this Agreement. LICENSEE shall comply with all applicable laws, including, without limitation, all (i) environmental and labor laws; (ii) language, marking and labeling laws; and (iii) health, welfare and safety laws; and (iv) consumer disclosure and product warranty requirements. If Products developed under the Licensed Patents are manufactured by a Third Party manufacturer on behalf of LICENSEE, LICENSEE shall ensure the Third Party manufacturer complies with each of the foregoing.
- 4.4 **No Licensor Warranty.** LICENSEE shall not make any representation, express or implied, that LICENSOR in any way warrants the quality of Products developed under the Licensed Patents.
- 4.5 **No right to Trademarks.** Neither Party shall use the trade name belonging to the other Party or any trade name, trademark, service mark or domain name that the other Party determines to be confusingly similar to its trademarks, service marks or domain names, or any portion thereof, without the prior written approval of the other Party.

Article 5 Term; Termination

- 5.1 **Initial Term; Renewal.** This Agreement commences as of the Effective Date and, unless sooner terminated as provided elsewhere herein or automatically terminated upon the expiration or invalidation of the last of the Licensed Patents, shall continue in effect for two (2) years. Thereafter, this Agreement shall automatically renew for a successive two (2) year periods. At the end of ten (10) years LICENSEE shall have a fully paid non-exclusive license to the Licensed Patents for the life of the Licensed Patents, and the term of this Agreement shall automatically extend until the expiration or invalidation of the last of the Licensed Patents; provided all Annual Fees have been paid to LICENSOR.
- 5.2 **Termination Upon Breach.** Either Party may terminate this Agreement if, at any time during the Term, the other Party commits a material breach and the breach is not remedied within thirty (30) days of notice thereof from the other Party. Material breach includes, without limitation, the following: (i) any payment owed to LICENSOR by LICENSEE is over thirty (30) days past due; (ii) LICENSEE terminates, suspends or discontinues business; (iii) LICENSEE becomes insolvent, has a receiver appointed, goes into liquidation or becomes party to any action relating to its own bankruptcy or insolvency that is instituted and not dismissed within thirty (30) days; or (iv) LICENSEE's trustee in bankruptcy, or LICENSEE as a debtor in possession, fails to assume this Agreement within sixty (60) days after the filing of a bankruptcy petition.
- 5.3 **LICENSEE Right to Terminate.** The value of the Licensed Technology to LICENSEE's business is speculative. LICENSEE will have to expend significant resources to determine if any code or process may be created that rely on the teachings within the Licensed Technology. As such, LICENSEE may terminate this Agreement at anytime in the event that it elects to abandon development or if it decides the Licensed Technology does not add sufficient value to its products. In the event that LICENSEE terminates this

Agreement, it shall not be entitled to any pro rata reimbursement for the license fee paid during the year in which LICENSEE terminates the Agreement; provided the currently due and owing Annual License Fees have been paid to LICENSOR.

- 5.4 **Self-Off Period.** Upon expiration of this Agreement or upon termination, LICENSEE shall have the right to complete and sell any Products then in inventory, on order or in the process of manufacture for a reasonable period of time after the date of expiration or termination. The right of self-off shall not apply in the event this Agreement is terminated by LICENSOR due to breach or default by LICENSEE. Notwithstanding the foregoing in the event that LICENSEE acquires a fully paid license to the Licensed Patents then LICENSEE shall have an unlimited self-off period.

Article 6 Consideration

- 6.1 **Annual License Fee.** Within thirty (30) days following execution of this Agreement, LICENSEE shall pay LICENSOR the initial Annual License Fee ("Annual License Fee") in the amount of [REDACTED]

- 6.2 **Annual License Fee Payment Schedule.** Irrespective of the Sales quantity of Products incorporating the Licensed Patents, LICENSEE shall pay LICENSOR such Annual License Fees during each calendar year of the Term in accordance with the payment schedule set forth below ("Annual License Fee Payment Schedule"). No royalties or per unit fees shall be due on the Sale of any Products.

Annual License Fee Payment Schedule	
Annual Fee Due Date	Annual Fee
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

- 6.3 **Annual Fee Allocation.** If more than one Patent is licensed under this Agreement, the Parties agree that the payments to be made by LICENSEE to LICENSOR herein have been established at a specified rate over time, without regard to changes or potential changes in the rights licensed hereunder, for the convenience of the Parties in planning for their business operations over time. The Parties do not regard any payment obligation as being apportionable among particular proprietary rights licensed under this Agreement, but instead regard the payments as being representative of the cumulative value associated with the rights licensed herein as a whole and over the Term. The Parties expressly acknowledge that no adjustment to the amounts payable hereunder is anticipated or warranted upon the expiration of any Licensed Patents.

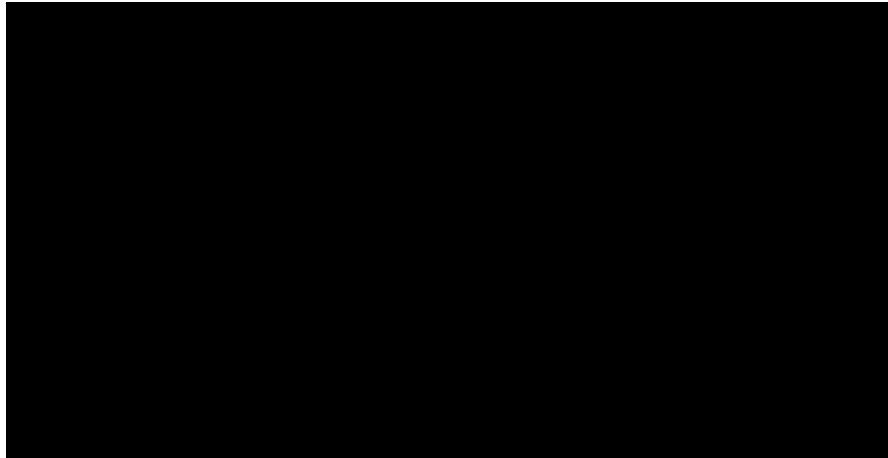
Article 7 Taxes

- 7.1 **Payment.** LICENSEE assumes the obligation to pay, directly or indirectly as required by LICENSOR, all present and future Taxes arising out of or related to the execution and performance of this Agreement, excluding any income or gross receipts tax imposed on LICENSOR by the U.S. federal government or any applicable U.S. state or local taxing authority. As used herein, "Tax(es)" means any taxes, fees, charges or duties and any interest, penalties, fines or other additions to tax, including, without limitation, sales, use, excise, value added, goods and services, stamp, import, export, customs, transfer and similar taxes imposed by any domestic or foreign taxing authority, instrumentality or agency.

- 7.2 **Withholding.** In the event any withholding Tax is imposed on payments to be made to LICENSOR under this Agreement, LICENSEE shall withhold and pay the appropriate amount of Tax and shall provide LICENSOR with the official Tax receipt evidencing payment. Notwithstanding the payment, LICENSEE shall "gross up" and pay to LICENSOR the entire pre-tax amount due LICENSOR under this Agreement.
- 7.3 **Exemption.** The Parties agree to cooperate in any claim for tax exemption relating to the license, grant or provision of any rights, information, products or services under this Agreement. LICENSEE agrees, at LICENSOR's request, to (i) provide to LICENSOR a copy of any applicable Tax law, regulation or ordinance containing the exemption (translated into English); (ii) assist LICENSOR in obtaining any applicable exemption; and (iii) assist LICENSOR in processing any application form to obtain any applicable Tax treaty benefit.

Article 8 Payments

- 8.1 **Payment.** LICENSEE agrees to remit to LICENSOR the full amount of any payment when due under this Agreement. All payments under this Agreement shall be made in U.S. dollars.
- 8.2 **Transmittal.** LICENSEE shall send all payments specifying "Agreement [REDACTED]" to the following address or as otherwise directed by LICENSOR:



- 8.5 **Late Payment Fee.** If LICENSOR does not receive the total amounts due hereunder by the due date, LICENSEE shall pay a late payment fee on all outstanding amounts from the date the amount was due until the full amount is received by LICENSOR. The late payment fee shall be calculated at an annual rate of ten percent (10%) or two percent (2%) over the published prime rate of the United States Federal Reserve Board, whichever is greater. LICENSEE agrees to reimburse LICENSOR for all collection expenses incurred by LICENSOR. LICENSOR is entitled to receive the amounts provided for herein in addition to any other rights or remedies available to LICENSOR with respect to LICENSEE's breach of its obligations under this Agreement.
- 8.6 **No Release.** The acceptance of any payment under this Agreement by LICENSOR shall not prevent LICENSOR from subsequently challenging the validity or accuracy of the payment. LICENSOR, at its

option, may credit any overpayment or payment made in error by LICENSEE against any future payment obligations of LICENSEE that may accrue under this Agreement.

Article 9 Records and Inspection

- 9.1 Audit. During the Term and for a period of not less than two (2) years thereafter, LICENSEE shall maintain true and accurate books and records relating to I. Article 2 Grant by Licensor, Article 3 Confidentiality, Article 4 Additional Undertakings, Article 5.4 Sell-Off Period, Article 14.2 No Assignment and Article 14 Miscellaneous. Upon not less than ten (10) business days' prior notice and during regular business hours, LICENSOR or its agents may inspect LICENSEE's books and records to verify LICENSEE's compliance with the above-stated obligations under this Agreement.
- 9.2 Costs. LICENSOR shall bear its own costs and expenses associated with any audit unless the results of the audit show that the amounts determined to have been rightfully due LICENSOR are at least five percent (5%) greater than the amounts previously reported to LICENSOR for the audited period, in which event LICENSEE shall pay all costs and expenses associated with such audit. Within thirty (30) days after written notice from LICENSOR of a deficiency in payment, LICENSEE shall remit all amounts owing to LICENSOR, including the costs and expenses associated with the audit, if applicable, together with a late payment penalty calculated as provided for in the Section herein entitled "Late Payment."
- 9.3 Compliance. To ensure LICENSEE's compliance with its obligations under this Agreement including, without limitation, its obligations under the Article herein entitled "Confidentiality," LICENSOR shall have the right to (i) request that LICENSEE send a written certification of compliance with the terms of this Agreement within thirty (30) days of LICENSOR's request; and (ii) conduct an inspection of the records, operations, facilities and equipment of LICENSEE, upon not less than ten (10) business days' prior notice during regular business hours. LICENSOR shall bear its own costs and expenses associated with any inspection unless the inspection results in the discovery of a material breach by LICENSEE of its obligations herein, in which event LICENSEE shall promptly pay all such costs.
- 9.4 Confidentiality. In the event LICENSEE is required as a part of any audit or inspection to provide information that it regards as competition-sensitive, including internally developed rates or factors, pricing calculations or customer identification information, the information shall be provided under the terms of a written confidentiality agreement in a form acceptable to both Parties.

Article 10 Services

No training, support, services or assistance are offered or made available to LICENSEE by LICENSOR in connection with this Agreement.

Article 11 Disclaimers; Exclusions of Liabilities

- 11.1 DISCLAIMERS. UNLESS OTHERWISE SPECIFICALLY PROVIDED FOR HEREIN, THE LICENSED PATENTS ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS THAT THE APPLICATION OR USE THEREOF SHALL HAVE ANY EFFECT ON LICENSEE OR LICENSEE'S BUSINESS. LICENSEE WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES, OBLIGATIONS AND LIABILITIES OF LICENSOR, AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF LICENSEE AGAINST LICENSOR, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE LICENSED PATENTS, THE INFORMATION DESCRIBED THEREIN OR THE PRODUCTS, INCLUDING (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LICENSOR;

AND (iv) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY.

- 11.2 **EXCLUSIONS.** LICENSOR SHALL HAVE NO OBLIGATION OR LIABILITY IN CONTRACT, TORT OR OTHERWISE, WHETHER ARISING FROM THE NEGLIGENCE OF LICENSOR OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY, ECONOMIC, STATUTORY OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE LICENSED PATENTS, THE INFORMATION DESCRIBED THEREIN, OR THE PRODUCTS.
- 11.3 **INTELLECTUAL PROPERTY.** LICENSOR MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY AS TO THE SCOPE OR VALIDITY OF THE LICENSED PATENTS OR ANY INTELLECTUAL PROPERTY RIGHTS THEREIN, OR THAT LICENSEE'S USE THEREOF SHALL BE FREE FROM INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS HELD BY THIRD PARTIES. LICENSOR SHALL INCUR NO OBLIGATION OR LIABILITY FOR BRINGING OR PROSECUTING ACTIONS AGAINST THIRD PARTIES FOR ANY ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR FOR DEFENDING LICENSEE AGAINST THE SAME.
- 11.4 **NEGOTIATION.** THE PARTIES ACKNOWLEDGE THAT THE DISCLAIMERS AND EXCLUSIONS OF LIABILITY PROVIDED FOR IN THIS ARTICLE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSOR AND LICENSEE, HAVE BEEN THE SUBJECT OF DISCUSSION AND NEGOTIATION AND ARE FULLY UNDERSTOOD BY THE PARTIES. ABSENT ANY OF LICENSOR'S DISCLAIMERS OR EXCLUSIONS, LICENSOR WOULD NOT BE ABLE TO ENTER INTO THIS AGREEMENT WITH LICENSEE.

Article 12 Limitation of Remedies

IF A COURT OR ANY PERSON WITH AUTHORITY TO AWARD ANY RELIEF OR DAMAGES ARISING OUT OF THIS AGREEMENT STRIKES ANY PROVISION OF THE DISCLAIMERS OR EXCLUSIONS OF LIABILITIES IN THIS AGREEMENT SUCH THAT LICENSEE IS PERMITTED TO PURSUE DAMAGES FOR ANY CLAIMS, RIGHTS, LIABILITIES, WARRANTIES AND OBLIGATIONS DISCLAIMED OR EXCLUDED HEREIN, THEN IN THAT EVENT, THE TOTAL LIABILITY OF LICENSOR AND ITS AFFILIATES WITH RESPECT TO LICENSEE AND ITS AFFILIATES, AND LICENSEE'S SOLE REMEDY AGAINST LICENSOR AND ITS AFFILIATES FOR ALL CLAIMS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, IN CONTRACT, WARRANTY, TORT OR OTHERWISE, INCLUDING ACTIVE, PASSIVE AND IMPUTED NEGLIGENCE, SHALL BE LIMITED TO THE RECOVERY OF GENERAL MONEY DAMAGES NOT EXCEEDING THE AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Article 13 Indemnification

- 13.1 LICENSEE shall indemnify, defend and hold harmless LICENSOR and its Affiliates, the assignees of each, and their respective directors, officers, agents and employees, from and against all claims and liabilities arising out of or related to this Agreement or to the use of the Licensed Patents, whether or not arising in tort or occasioned by the negligence of LICENSOR, including costs, expenses and attorneys' fees, arising out of or related to (i) injury to or death of any person or persons, including employees of LICENSEE, but not employees of LICENSOR; or (ii) loss of or damage to any property; and (iii) successfully establishing the right to indemnification.
- 13.2 LICENSOR shall defend, hold harmless, and indemnify LICENSEE, its affiliates, assignees, directors, officers, agents and employees, from and against all claims, suits, losses and liabilities including but not

limited to costs, expenses and attorneys fees arising out of any actual or alleged infringement through LICENSEE'S use of the Improvements. LICENSEE agrees to provide LICENSOR with prompt and reasonable notice of any such claims, suits, losses and liabilities brought by Third Parties with respect to the Improvements.

Article 14 Insurance

No insurance is provided or mandated by LICENSOR under this Agreement. Except as may be required by applicable law, LICENSEE shall maintain such insurance as it deems appropriate.

Article 15 Miscellaneous

- 15.1 **No Partnership.** This Agreement does not constitute a partnership, joint venture or formal business organization of any kind. Each Party is and shall remain an independent contractor as to the other Party. Neither Party is not constituted or appointed an agent or representative of the other Party for any purpose, nor shall anything contained herein be deemed or construed as granting to the other Party any right or authority to assume or to create any obligation, express or implied, for or on behalf of or in the name of the other Party.
- 15.2 **No Assignment.** LICENSEE may not transfer or assign this Agreement or any right, covenant or obligation hereunder to any Third Party, whether by operation of law, contract or otherwise, including in connection with the insolvency or bankruptcy of LICENSEE. Any attempted transfer or assignment in violation of this Article shall be void, and LICENSOR shall have the right to immediately terminate this Agreement. No assignment or attempted assignment by LICENSEE shall subject LICENSOR to any liability beyond that specifically provided for herein.
- 15.3 **Law; Venue.** This Agreement is governed by the laws of the State of Washington, except that Washington's choice of law rules shall not be invoked for the purpose of applying the law of another jurisdiction. The Parties waive application of the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended. Each Party irrevocably consents to the exclusive jurisdiction and venue of a court of applicable jurisdiction in King County, Washington, for any action arising out of or related to this Agreement.
- 15.4 **Equitable Relief.** The Parties acknowledge that LICENSOR may suffer irreparable harm in the event LICENSEE fails to comply with its obligations under this Agreement, and monetary damages in that event would be inadequate to compensate LICENSOR. Consequently, LICENSOR shall be entitled to seek, in addition to any monetary relief as may be recoverable by law, to any temporary, preliminary or permanent injunctive relief as may be necessary to restrain any continuing or further breach by LICENSEE without showing or proving any actual damages sustained by LICENSOR and without the necessity of posting any bond or, if required, a bond of minimal value only.
- 15.5 **Export Compliance.** In connection with this Agreement, each Party agrees to comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any governmental authority having jurisdiction over the performance of this Agreement, including, without limitation, the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations and the Office of Foreign Assets Control Regulations, that may prohibit the export, release or disclosure of certain information, technology, materials or products provided under this Agreement to foreign nationals or other prohibited individuals or entities inside or outside the United States without first obtaining an export license. LICENSEE warrants that neither it nor any of its employees is (i) a national of or maintains citizenship in a prohibited country; or (ii) a prohibited person as classified on any lists prohibited by any U.S. government agency.

- 15.6 **Waiver; Invalidity.** The failure by either Party to enforce any provision of this Agreement shall not be construed as a waiver of the provision. If any provision of this Agreement is held unlawful or otherwise ineffective, in whole or in part, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and the provision modified, or the Agreement interpreted to the maximum extent permitted, to effect the original intent and purpose of the Parties.
- 15.7 **Interpretation.** The rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. The recitals, article headings and section headings used herein are inserted for convenience only and shall not be construed to affect the interpretation of this Agreement.
- 15.8 **Order.** In the event of any conflicting terms, the following order of precedence shall prevail: (i) this Agreement; (ii) the attachments to this Agreement; (iii) any documents that may be incorporated by reference to this Agreement; and (iv) any other documents or agreements.
- 15.9 **Excusable Delay.** Neither Party shall be liable for any delay in performance caused by (i) acts of God; (ii) war or armed hostilities; (iii) government acts or priorities; (iv) strikes or labor troubles causing cessation, slowdown or interruption of work; (v) inability, after due and timely diligence, to procure materials, systems, accessories, equipment or parts; or (vi) any other cause to the extent the cause is beyond the Party's control and not occasioned by the Party's fault or negligence. In the event of such a delay, the date for completion of the Party's performance shall be equitably extended; provided, however, that the performance of any obligation shall not under any circumstances be delayed for a period of more than ninety (90) days, or with respect to any obligation for the reporting or payment of any monies owed under this Agreement, for a period of not more than thirty (30) days.
- 15.10 **Survival.** The provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination of this Agreement, including, without limitation, those Articles entitled "Confidentiality," "Disclaimers; Exclusions of Liabilities," "Limitation of Remedies" "Sell-off Period" and "Indemnification" shall survive expiration or termination of this Agreement.
- 15.11 **Notices.** Notices under this Agreement shall be in English and shall be given in writing, delivered by (i) courier service; (ii) registered or certified U.S. mail; or (iii) sent by facsimile with a confirmation sent by first class U.S. mail. Either Party may change their address by notice as provided for herein. Notice shall be deemed to have been given on the earlier of the day received or five (5) days following transmittal, addressed as follows:

LICENSOR:	LICENSEE:
Boeing Management Company 15460 Laguna Canyon Road, MC 1650-7002 Irvine, California 92618	Sony Computer Entertainment America Inc. 919 E. Hillsdale Blvd. Foster City, CA 94404
Attn: Contracts Manager	Attn: Contracts Administration
Facsimile: 949-790-1213	

- 15.12 **Cooperation.** Each Party agrees to execute and deliver all documents, perform all acts and take all steps that may be reasonably necessary to carry out their respective obligations under this Agreement and the transactions contemplated hereby.

- 15.13 **Complete Agreement.** The Parties acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. This Agreement constitutes the complete and exclusive written expression of the terms of the agreement between the Parties and supersedes all prior or contemporaneous proposals, understandings, representations, conditions, warranties, covenants and all other communications between the Parties relating to the subject matter of this Agreement, whether oral or written. This Agreement may be amended only by a written amendment duly executed by the authorized representatives of both Parties.

LICENSOR:
Boeing Management Company,
a wholly owned subsidiary of The Boeing Company

Signature

Darryl L. Dyer
Typed or Printed Name

Contracts Manager
Title

Date

11/19/2006

LICENSEE: Sony Computer Entertainment America Inc.

Signature

Kaz Hirai
Typed or Printed Name

CEO
Title

Date

10/11/06

ATTACHMENT A

**PATENT LICENSE AGREEMENT TERMS
BMC-xxxx-xxx**

Licensed Patents

Issued Patents:

Patent Number	Title
6,920,497	CONTACTING A BROADCAST CHANNEL
6,714,966	AN INFORMATION DELIVERY SERVICE
6,701,344	DISTRIBUTED GAME ENVIRONMENT
6,829,634	BROADCASTING NETWORK
6,910,069	JOINING A BROADCAST CHANNEL
6,732,147	LEAVING A BROADCAST CHANNEL

Patent Applications:

U.S. Serial Number 10/733,669, filed in December 2003, entitled, "LEAVING A BROADCAST CHANNEL"

European PCT Application Number PCT/US01/24240 (EP1305908A2), filed July 2001, entitled, "BROADCASTING NETWORK"

Japanese Application Number 2002-515774, filed January 2003, entitled, "BROADCASTING NETWORK"

Israeli PCT Application Number 0154200, filed July 2001, entitled, "BROADCASTING NETWORK"