

**SONY COMPUTER ENTERTAINMENT AMERICA
SAMPLE CODE RELEASE**

THIS AGREEMENT entered into as of this _____ day of _____, 19__ ("Sample Code Release"), by and between **SONY COMPUTER ENTERTAINMENT AMERICA** ("SCEA") and _____ ("Submitter").

WHEREAS, SCEA from time to time distributes to licensed developers (or makes available to licensed developers, over the internet or SCEA's BBS, the contents of) CD-ROMs containing its proprietary software development tools ("Tool Releases") which also contain samples of source code developed by itself and its third party licensees ("Sample Code"); and

WHEREAS, Submitter desires to make provide Sample Code to SCEA for inclusion in the Tool Releases.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Submitter and Sony hereby agree as follows:

1. LICENSE

Submitter shall grant to SCEA a royalty free, perpetual license to copy and distribute, through any and all media, now known or hereafter invented, Submitter's Sample Code as identified in Exhibit A through Tool Releases, and to use and publish Submitter's name in connection therewith. Submitter acknowledges that the Sample Code will be made available to all licensed developers and/or publishers to freely use, without attribution to Submitter. SCEA may or may not, at its discretion, release the Sample Code at any time.

2. ADDITIONAL REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Submitter represents and warrants that the Sample Code (both in source code and in executed form):

- a. May be published by SCEA or any third party without incurring any royalty, residual, union, guild, or other fees; and
- b. Does not infringe the intellectual property rights, including but not limited to, patent, trademark, copyrights, or trade secrets, of any third party.

In addition to the indemnifications provided in other agreements between the parties hereto, Submitter further indemnifies and holds SCEA harmless from and against any and all claims, losses, liabilities, damages, expenses and costs, including, without limitation, reasonable fees for attorneys, expert witnesses and litigations costs, and including costs incurred in the settlement or avoidance or any such claim, which result from or are in connection with the representations and warranties provided herein.

3. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding that body of law related to choice of laws, and of the United States of America. Any action or proceeding brought to enforce the terms of this Agreement or to adjudicate any dispute arising hereunder shall be brought in the courts of the County of San Mateo, State of California (if under State law) or the Northern District of California (if under Federal law). Each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of any such action and agrees that any service of process may be effected by delivery of the summons at the location of their principal place of business.

4. COUNTERPARTS

This Agreement and Exhibit A may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first written above.

“SCEA”

“Submitter”

By _____
(Name)
(Title)
(Date)

By: _____
(Name)
(Title)
(Date)

[NEITHER AN OFFER NOR AN AGREEMENT UNTIL EXECUTED BY BOTH PARTIES]

EXHIBIT A

Description of the Sample Code: