

GLOBAL PLAYSTATION EXCLUSIVITY AND CO-MARKETING AGREEMENT

This Global PlayStation Exclusivity and Co-Marketing Agreement ("**Agreement**"), effective as of April 24, 2020 (the "**Effective Date**"), is entered into by and between Sony Interactive Entertainment LLC ("**SIEA**") (and on behalf of Sony Interactive Entertainment Inc. ("**SIEJA**"), and Sony Interactive Entertainment Europe Ltd. ("**SIEE**"), collectively referred to herein as "**SIE Affiliates**") and Capcom Co., Ltd. ("**Publisher**"). Publisher shall cause its corporate affiliates and subsidiaries ("**Publisher Affiliates**"), as applicable, to comply with the terms of this Agreement and references to "Publisher" in this Agreement shall include "Publisher Affiliates", except as otherwise indicated. The SIE Affiliates and Publisher are referred to individually as a "**Party**" in this Agreement and collectively as the "**Parties**." For the purposes of this Agreement:

"**Competitive Platform(s)**" means all platforms other than PC/Mobile Platforms, including but not limited to: (i) Xbox One and Xbox Series X (including all current iterations and successors thereto), (ii) Nintendo Switch (including all current iterations and successors thereto), (iii) Google Stadia, and (iv) any other next-generation hardware device or cloud streaming platform that allows an end user to play videogames via connected TV, PC or mobile phone/tablet, including any Amazon or Apple service or device for playing video games.

"**DLC**" means any associated downloadable content intended for use in conjunction with the Game(s) (including any expansions, add-ons, gameplay modes, virtual currency, micro-transaction items, skins, boosters, maps, characters, subscription benefits, etc).

"**Game**" means Publisher's video game tentatively entitled ["*Project Village*"] developed and intended for release on PS5, Competitive Platforms and PC/Mobile Platforms, including any version of the Game with the title modifier "*Limited Edition*" or "*Game of the Year*".

"**GDPA**" means the Global Developer and Publisher Agreement, entered into by the Parties, including all applicable PS Platform guidelines (as defined in such GDPA), the terms of which shall be incorporated herein.

"**PS Platform(s)**" means as applicable PlayStation® 4 ("**PS4**") and PlayStation®5 ("**PS5**").

"**PC/Mobile Platform(s)**" means (i) any PC/Mac OS platform that enable users to download/install and run the Game on the local device storage (excluding streaming services capable of running on such PC/Mac platforms) and (ii) any iOS/Android OS mobile phones or tablets that enable users to download/install and run the Game on the local device storage (excluding streaming services capable of running on such iOS/Android OS platforms).

The Parties hereby agree that the following terms will govern their respective development, publishing, marketing and financial obligations with respect to the Game and DLC:

1. Development and Exclusivity Obligations. The SIE Affiliates' financial and co-marketing obligations in this Agreement are subject to Publisher's compliance with the obligations set forth in this Section 1.

1.1 **Development.** Publisher shall develop the Game and DLC at its sole expense and publish the Game and all DLC on the PS Platforms in accordance with the terms of the GDPA and applicable PS Platform guidelines.

1.2 **Release Dates.** Publisher will submit the Game to the SIE Affiliates' format quality assurance ("**FQA**") and ensure the Game passes FQA certification in sufficient time to be published on PS Platforms in all Territories simultaneously no later than June 30, 2021 ("**Release Date**"), subject to then current FQA service level agreements. The digital version of the Game must be made available on PlayStation Network ("**PSN**") in all Territories simultaneously no later than the Release Date for the respective retail standalone SKU and allow users to begin pre-loading the Game from PSN at least five (5) days prior to the Release Date. If Publisher fails to release the Game on PS Platforms by the Release Date, then without limiting any other remedies available, the SIE Affiliates may reduce their respective financial obligations hereunder by 25% with respect to the SIE Affiliates' BTL Co-Marketing Support set forth in Section 3.1. If Publisher fails to release the Game on all PS Platforms by August 31, 2021, then the SIE Affiliates may reduce their

respective financial obligations hereunder by 50% with respect to BTL Co-Marketing Support set forth in Section 3.1.

- 1.3 Release Date Parity. Publisher will ensure that the Game is made available on PS Platforms on or before the date that the equivalent version of the Game is made available on any Competitive Platform or PC/Mobile Platform.
- 1.4 Feature, Content and Technical Parity. During the Term and for seven (7) years thereafter, Publisher will ensure each version of the Game available on PS Platforms maintains content, feature and technical parity (subject to material platform limitations) with any equivalent version of the Game or DLC released on any other Competitive Platform or PC/Mobile Platform. Publisher will not (i) release the Game or any DLC on any Competitive Platforms or PC/Mobile Platform on an exclusive basis, or (ii) offer any additional content or any additional features or benefits to end users of the Game on any Competitive Platform or PC/Mobile Platform on an exclusive basis.
- 1.5 PS Platform Timed Exclusivity. If Publisher releases DLC during the Term, Publisher shall release any DLC first on PS Platforms and not release any version of such DLC on Competitive Platforms until at least 14 days after the DLC is released on PS Platforms ("**Timed Exclusive DLC Term**"). Publisher will not authorize, encourage or assist any third party to release any DLC on Competitive Platforms during the Timed Exclusive DLC Term. After the applicable Timed Exclusive DLC Term expires Publisher may release the DLC on other Competitive Platforms, subject to Sections 1.3 and 1.4. For the avoidance of doubt, DLC in this Section 1.5 shall not include the benefits which purchasers of the Digital Deluxe Edition in Section 3.2.2 will receive.
- 1.6 Exclusive Early Access Betas. During the Term, if Publisher intends to offer end users early access to the Game via any public or closed demo or beta ("**Beta**"), it will release such Beta first on PS Platforms at least seven (7) days before any Competitive Platform or PC/Mobile Platform. Publisher will make best efforts to ensure that the Beta period includes one (1) weekend period (Thursday – Sunday). After releasing Beta on PS Platforms, Publisher may release the Beta on Competitive Platforms and PC/Mobile Platforms as long as it has no competitive advantage to any PS Platform version such as total number of participants allowed, duration of end-user access, available gameplay modes and content or other end-user benefit offered in connection with participation in that Beta. Publisher will not release any Beta version of Game exclusively on any Competitive Platform and/or PC/Mobile Platforms prior to release of the applicable Beta on PS Platform in any Territory. For the avoidance of doubt, if Publisher conducts a limited technical test of the Game's network code and infrastructure on any online servers such testing will not be deemed a "Beta" for purposes of this Agreement.
- 1.7 Localization. Subject to its obligations in Section 1.4, Publisher will translate and localize all text and VO in the Game and DLC into the following languages: English, French, Italian, German, Japanese, European Spanish, Mexican Spanish, Brazilian Portuguese, Arabic, Russian, Polish, Traditional Chinese, Simplified Chinese, Korean and any other Latin American, European and Asian languages mutually agreed to by the Parties. Notwithstanding the foregoing, Publisher will determine in its reasonable discretion which languages will support both text and VO translations or text translations only, subject to Section 1.4.
- 1.8 PS Platform Features. Publisher will develop the Game to support and incorporate the applicable PS4 or PS5 "Platform Pillar" features as defined by the SIE Affiliates, which may require Publisher to patch the existing Game, or resubmit the Game with new features added, or remaster/re-release other Game. Such "Platform Pillars" may include (but not be limited to):
 - 1.8.1 PS4. The Game will support Dual Shock 4 technology (in-controller speaker, light bar, touch pad integration, etc.) and Share Play functionality.
 - 1.8.2 PS4 Pro. The Game will include optimized support for PS4 Pro, including but not limited to 4K resolutions (native, checkerboard rendering or geometry or equivalent such as temporal injection), general and obvious improvements to fidelity of image quality, HDR10 support, and multiple resolution/frame rate modes (e.g. 4K/30fps and 1080p/60fps).

- 1.8.3 PS5. The Game will support the PS5 Platform Pillar feature set forth in Exhibit A attached hereto.

1.9 Subscription Services.

- 1.9.1 During the Term, Publisher shall not authorize, assist or encourage any third party to include the Game in any Competitive Platform subscription service that is competitive with any PS Subscription Service, including but not limited to Google Stadia Pro subscriptions, Microsoft's "Xbox Live Gold", "Project X Cloud" or "Game Pass" subscription service or similar Competitive Platform subscriptions service.
- 1.9.2 For a period of one (1) year after the release of the Game on PS Platforms ("**Exclusive Negotiation Window**"), the SIE Affiliates shall have the exclusive right of first negotiation and last match to include the Game within PlayStation Plus, PlayStation Now and any similar subscription service offered by SIE Affiliates on PS Platforms ("**PS Subscription Service**"). If the SIE Affiliates notify Publisher that they desire to include the Game in any PS Subscription Service during the Exclusive Negotiation Window, then the Parties will enter into good faith negotiations on the applicable commercial terms for the right to include the Game in the applicable PS Subscription Service, including the license fee and applicable distribution dates.
- 1.9.3 After the Exclusive Negotiation Window expires, Publisher may negotiate with other Competitive Platforms on a non-exclusive basis for the right to include the Game within any Competitive Platform's subscription service, provided that Publisher has first offered the SIE Affiliates the opportunity to license Game the for inclusion in PS Subscription Services.
- 1.9.4 If the SIE Affiliates decline Publisher's offer to license the Game for inclusion in PS Subscription Services or if the parties are not able to agree on the applicable commercial terms within one hundred twenty (120) days of Publisher's initial notice to the SIE Affiliates, then Publisher may proceed to negotiate with other Competitive Platforms for the right to include the Game within any Competitive Platform's subscription service, provided that prior to executing any agreement with any Competitive Platform, Publisher shall first notify the SIE Affiliates of the material financial terms offered by such Competitive Platform ("**Competitive Platform Offer**") and provide the SIE Affiliates with no less than sixty (60) days to match the Competitive Platform Offer. If the SIE Affiliates decline to match the Competitive Platform Offer within sixty (60) days, then Publisher may authorize the inclusion of the Game within such Competitive Platform's subscription service.

- 1.10 Hardware Bundles and Franchise Products. The SIE Affiliates shall have the exclusive right of first negotiation and last match for (a) any hardware bundle that includes the Game ("**Bundle**") and (b) any sequel, prequel, spin-off or other videogame product related to the "Resident Evil" franchise, including "Project Highway" or any VR versions of the Game ("**Franchise Product**"), that Publisher intends to develop or publish or which Publisher intends to license to any third party to develop or publish on any Competitive Platforms. For any Bundle or Franchise Product expected to be released by Publisher or any third party, the following terms will apply:

- 1.10.1 Publisher must first offer the SIE Affiliates the right to exclusively negotiate for platform exclusivity or co-marketing exclusivity on the applicable PlayStation platforms, such terms to be negotiated by the Parties in good faith for no less than ninety (90) days ("**Right of First Negotiation**") upon receipt by SIE Affiliates of a Notice of Proposed Terms (as defined below) from Publisher. If after ninety (90) days the Parties have not agreed on the principal commercial terms for platform exclusivity or co-marketing exclusivity for such Bundle or Franchise Product, then Publisher may negotiate with third parties regarding such Bundle or Franchise Product.

- 1.10.2 Before entering into any third-party agreement which terms would obligate Publisher to provide any Competitive Platform with platform exclusivity or co-marketing exclusivity with respect to such Bundle or Franchise Product, Publisher shall grant SIE Affiliates the right of last match on the same material commercial terms as any bona fide third party offer for platform exclusivity or co-marketing exclusivity on such Bundle or Franchise Product ("**Last Match**"). Subject to the foregoing, if Publisher intends to release a Bundle or Franchise Product, then Publisher must provide SIE Affiliates with written notice with sufficient information to allow SIE Affiliates to exercise the foregoing rights ("**Notice of Proposed Terms**"), including: (i) all relevant terms for the proposed applicable Bundle or Franchise Product, such as, by way of example only, the proposed financial terms and full documentation equivalent to the current Global Product Proposal product submission for the Right of First Negotiation; and (ii) a draft platform exclusivity agreement or co-marketing exclusivity agreement containing all relevant terms that Publisher would have entered into with a bona fide third party. The SIE Affiliates shall have thirty (30) days to notify Publisher of their intent to exercise the right of Last Match from the date of receipt of Publisher's Notice of Proposed Terms.
- 1.11.3 In the event the SIE Affiliates do not exercise the Right of First Negotiation or Last Match on any Bundle or Franchise Product, then Publisher may distribute such applicable Bundle or Franchise Product on Competitive Platforms, subject to Sections 1.3 and 1.4, provided that this Section 1.10 will continue to apply to all subsequent Franchise Products. For clarity, the SIE Affiliates' decision to not exercise the Right of First Negotiation for any Bundle or Franchise Product shall not affect the SIE Affiliates' right to exercise the right of Last Match for the same Bundle or Franchise Product or Right of First Negotiation and Last Match for any subsequent Franchise Product.

2. Exclusive Marketing Obligations.

- 2.1 Marketing Exclusivity. During the Term, Publisher will not release (or participate in, fund, or grant permission to any third party to release) any advertising related to the Game that exclusively features any Competitive Platform branding. The release of any Game related advertising for display in any Competitive Platform's wholly-owned and operated online store fronts and wholly-owned media channels (where such Competitive Platform branding is required) shall not be deemed a breach of this Agreement, even if such Game related advertising exclusively features Competitive Platform's branding. For the purposes of this Agreement "wholly-owned media channels" mean those media channels controlled by a Competitive Platform or PC/Mobile Platform where placement occurs at no or minimal cost to Publisher or the Competitive Platform or PC/Mobile Platform to place such media asset. This includes all official and unofficial media platforms, websites, publications, and social media accounts (e.g., Facebook, Twitter or Instagram accounts). In the event any Game related media assets are placed on any Competitive Platforms' wholly-owned media channels or the social media account of an employee of such Competitive Platform, then Publisher will not participate in, fund, or grant permission to use paid advertising to drive traffic or otherwise entice consumers to view such Game related media assets within a Competitive Platform's wholly-owned media channels.
- 2.2 Multi-Platform Advertising. Subject to Section 2.1, Publisher may release multi-platform advertising for the Game during the Term that displays the PlayStation Platform branding along with brands related to Competitive Platforms and PC/Mobile Platforms ("**Non-Exclusive Advertising**"), provided that all such Non-Exclusive Advertising features, displays or calls-out the PS Platform version of the Game more prominently than any Competitive Platform and PC/Mobile Platform versions and must comply with the applicable PS Platform branding guidelines. Publisher will submit all marketing materials containing any PS Platform branding related to the Non-Exclusive Advertising for the applicable SIE Affiliate's review and approval. If any Non-Exclusive Advertising shows players interacting with the Game, then Publisher shall ensure that the appropriate PS5 hardware is displayed in such advertisement. For purposes of this Agreement, the PS Platform branding will be considered "more prominent" when PS Platform box art appears closest to the foreground and the PS Platform logo is shown first in the platform attribution statement in any Non-Exclusive Advertising materials to promote the Game, subject to the applicable SIE Affiliate's PS5 platform brand guidelines and prior approval by the SIE Affiliates.

- 2.3 Game Packaging. If Publisher releases the Timed Exclusive DLC, Publisher will ensure the front of the Game packaging for PS4 and PS5 include a call out that the Timed Exclusive DLC will be available first on PS Platform, such messaging to be mutually approved by the Parties. Size, placement and prominence of the Timed Exclusive DLC callout will comply with SIE Affiliate's brand guidelines and templates provided to Publisher. For clarity, temporary stickers or removable covers on the Game packaging will not satisfy Publisher's obligations under this Section 2.3.
- 2.4 Media Review Copies. Publisher shall use reasonable commercial efforts to ensure that all major media outlets are provided a copy of the Game for PS4 and PS5 (as applicable) prior to the Release Date. Upon request, Publisher may provide to media outlets a copy of the Game on other Competitive Platforms.
- 2.5 Pre-Order Campaigns. Publisher's marketing assets for any pre-order programs for the Game will provide a more prominent call-out, either verbal or non-verbal, for the Game on PS Platforms and any Pre-Order Content for PS Platforms than on any Competitive Platforms. During the Term, in any multi-platform retailer pre-order programs for the Game where Publisher purchases the order or placement of such marketing assets, Publisher will not purchase any separate retail sales and marketing program for the Game which (i) exclusively features any Competitive Platform or PC/Mobile Platform or (ii) displays any information related to a Competitive Platform or PC/Mobile Platform version more prominently than PS Platforms. Publisher will provide SIE Affiliates with reports on the quantity of pre-orders for the Game and sales data (including PS4 and PS5 market share), both with the same level of information and detail as Publisher uses in its own internal reports, commencing the initial week after the Pre-Order is live until the first NPD report issued after the Release Date. These weekly reports shall be deemed Confidential Information pursuant to Section 10 of this Agreement, as well as any other confidentiality agreements between the Parties.
- 2.6 PR, Media Assets and Social Media.
- 2.6.1 During the Term, if and when Publisher shows footage capturing gameplay from the Game for multiplatform purposes or PlayStation channels, it will use best efforts to ensure that any screen-shots, trailer or media assets created or approved by Publisher related to the Game will exclusively show the PS5 version of the Game and associated PlayStation branding (controller schemes, button prompts, live demos, etc.), unless expressly permitted by the SIE Affiliates. If PS5 footage is not available (after commercially reasonable efforts) or the PS5 footage is of substantially lower quality compared to the PC version (for example, if the PS5 version hasn't been optimized yet and can only run at a significantly lower frame rate), then Publisher may use footage from the PC version, and in such circumstance Publisher shall coordinate in good faith with SIE Affiliates in order to otherwise comply with its obligations under this Agreement while also minimizing the risk of any false or misleading advertising claims. For marketing channels dedicated to Competitive Platforms or PC/Mobile Platforms, Publisher may use the footage captured from the applicable platform. For the avoidance of doubt, all BTL Marketing Assets created by Publisher for and utilized on PSN or SIE Affiliates' BTL Channels must be captured on PS5. SIE will not be required to release any BTL Marketing Assets for the Game captured on PC.
- 2.6.2 If Publisher participates in or funds any Game related advertisement that shows players interacting with the Game via any console platform hardware, then Publisher will ensure that the appropriate or PS5 hardware is also displayed in such advertisement.
- 2.6.3 Game related video assets that Publisher authorizes, funds or creates will use either PS5 footage or footage captured on a PC, using PS5 interface, button control set-up, and prompts (subject to the appropriate legal disclaimer, if required because a PC version is used).
- 2.6.4 Publisher will use reasonable efforts to ensure that all promotional opportunities to feature the Game on broadcast TV shows (e.g., The Tonight Show), clearly mention the PS5 and show the Game being played on the PS5.
- 2.6.5 Publisher will make best efforts to make representatives of the Game's development team available to be interviewed by telephone one (1) time for SIE Affiliates PlayStation controlled channels stories and provide three (3) Game related updates or information to be announced first on the SIE

Affiliate controlled channels. The contents of updates or information will be discussed and agreed upon between both parties. For the avoidance of doubt, the parties acknowledge and agree such Game related updates or information may subsequently be announced on any other channels at Publisher's discretion upon SIE Affiliates prior approval.

- 2.6.6 Publisher will ensure that all video and other media assets for BTL Marketing Assets are provided to the SIE Affiliates channel teams in sufficient time to be released on all PlayStation channels forty-eight (48) hours before any Competitive Platform. Publisher shall not be responsible for any delay in launching the video and other media assets if that delay is caused by SIE Affiliates, and any such delay shall not constitute a breach by Publisher of this Agreement.
- 2.6.7 During the Term, Publisher will ensure that Game related marketing assets created by or authorized by Publisher for any social media campaigns (including social media influencers) run on non-Publisher channels will provide more prominent call-outs for the Game on PS5. Publisher will not purchase any separate social media campaign for any Competitive Platforms for the equivalent Game that runs during the Term.
- 2.6.8 Publisher may release platform agnostic media assets within Competitive Platform's wholly-owned media channels, which shall not be deemed a breach of the requirements set forth in Section 2.1 or Section 2.5, provided Publisher does not participate in, fund, or grant permission to any efforts that may amplify these announcements with paid media or active endorsement from senior Publisher executives. For clarity, and except as otherwise permitted in Section 2.1, should SIE Affiliates raise a reasonable objection that any promotional media assets provided by Publisher for the Game that are used within Publisher's own PR channels, or Publisher's senior executives' or key employees' social media accounts, or any Competitive Platform's wholly-owned channels, violate the terms of this Agreement, then Publisher will use reasonable efforts to request that such Game-related media assets be removed or taken down in an expeditious manner.

3. Below the Line Co-Marketing Support.

- 3.1 SIE Affiliates BTL Co-Marketing Support. Subject to Section 3.2, The SIE Affiliates will provide "below the line" co-marketing support for the Game as follows:

- 3.1.1 USD\$5,000,000 in approximate value for Game related advertising and placements on PSN and other SIE Affiliate controlled online and social media channels ("**SIE Affiliate Controlled Channels**") during the Term to exclusively market and promote the Game.
- 3.1.2 The SIE Affiliates co-marketing activities may vary across the following SIE Affiliate Controlled Channels (set forth below) at the sole discretion of each of the SIE Affiliates:
 - (i) Game-related banner ads on the PSN Store;
 - (ii) Game-related posts on Playstation.com, the PlayStation® Blog, YouTube, and Facebook and Twitter feeds to announce the Game and promote the launch of the Game, trailers, Publisher diaries,
 - (iii) SIE Events
 - (iv) secondary features in PSN newsletter email blast; and
 - (v) Game specific email CRM.
- 3.1.3 The SIE Affiliates will use good faith efforts to provide Publisher with a preliminary schedule of activities on SIE Affiliate Controlled Channels 30 days prior to the Release Date, which schedule of activities may be revised and updated at SIE Affiliate's sole discretion.

- 3.2 Publisher BTL Co-Marketing Obligations. During the Term, Publisher shall provide each SIE Affiliate with the following:

- 3.2.1 BTL Marketing Assets. Publisher Affiliates shall provide each SIE Affiliate with pre-approved creative assets (including any trademarks, slogans, Publisher quotes, copyrighted materials or trailers related to the Game) for use in connection with the co-marketing activities in Section 3.1 ("**BTL Marketing Assets**") in the formats and by the deadlines required by each SIE Affiliates in

each Territory. If BTL Marketing Assets are not delivered in the format and by the deadlines set forth by SIE Affiliates, then the SIE Affiliates may reduce their respective co-marketing obligations set forth in Section 3.1 on a pro-rata basis. All BTL Marketing Assets for the Game in the SIE Affiliate Controlled Channels will include a mutually approved slogan or tagline (verbal or text) to highlight the Publisher's partnership with SIE Affiliates for the Game (e.g. "Get Exclusive DLC on PS5").

3.2.2 Digital Deluxe Edition. Subject to SIE Affiliate approval, Publisher shall provide a digital version of the Game on PSN which differentiates against a physical media version of the Game (e.g. "Digital Deluxe Edition"). The Digital Deluxe Edition will be available on PSN during the Term and consumers who purchase the Digital Deluxe Edition will receive a benefit to be negotiated between both parties (of at least **USD \$25** value).

3.2.3 Exclusive PSN Pre-Order Incentive. Subject to the SIE Affiliates' approval, Publisher will provide one (1) unique piece of DLC content or user incentive exclusively to consumers that pre-order and subsequently purchase Game on PSN ("**Pre-Order Content**"), subject to the following conditions:

3.2.3.1 Pre-Order Content will be available on the Release Date and have a minimum suggested retail price of **USD \$10** and may not be solely an advantage comprised of in-game virtual currency; and

3.2.3.2 Pre-Order Content offered on PSN will not be released on any Competitive Platform.

3.2.4 PSN Promotions and Discounts. Publisher will offer the SIE Affiliates the opportunity to participate in any Publisher-funded discount or rebate as to digital versions of the Game or DLC on PSN at the same time as any other Competitive Platform, provided that the exact dates of such discounts or promotions may vary. If Publisher offers any discount or promotion on Competitive Platforms, then it shall offer the same end user benefit on PSN for the same period of time, provided that the exact date/time of availability for such discount or promotion may vary so long as it is not advertised as an "exclusive" offer on any Competitive Platform.

4. **Publicity and Events.**

4.1 Public Announcements. SIE will have the exclusive right to announce the Game at a mutually agreed SIE Event (defined below). During the Term, the Parties will work in good faith to mutually approve all consumer facing messaging or marketing assets used solely in connection with all key marketing beats for Game announcements including announcements related to the Game, including but not limited to Release Dates, the Exclusive DLC; Beta, Bundles or Pre-Order Content.

4.2 PS5 Launch Window. The SIE Affiliates shall have the exclusive world-wide right to first announce and reveal Game at a public event hosted by an SIE Affiliate during the Term featuring PS5 hardware or software products ("**PS5 Event**"). Publisher acknowledges that inclusion in PS5 Event is subject to Publisher's delivery of appropriate level of quality content/asset for the Game. Subject to Publisher's prior approval of the manner in which the Game's trademarks and copyrighted materials will be used, which approval shall not be unreasonably withheld or delayed, Publisher hereby grants to the SIE Affiliates a non-exclusive, fully paid right to display the Game's trademarks and copyrighted materials at PS5 Event, and to allow third parties to distribute images from PS5 Event that includes the display of the Game trademarks and copyrighted materials, including via internet streaming.

4.3 Consumer Events, Tradeshows and Retail Events. The SIE Affiliates shall have the exclusive right to present, mention and display the Game in any press briefing, booth space or on-stage announcement at any public tradeshow or retail event where SIEJA, SIEA or SIEE participates during the Term ("**SIE Events**"), subject to prior good faith coordination with Publisher and Publisher's written approval, not to be unreasonably withheld, provided that nothing herein shall restrict Publisher from presenting, mentioning or displaying the Game on PS5 consoles in any press briefing, booth space or on-stage announcement at any SIE Event. Such SIE Events may include: E3, Gamescom, Tokyo Game Show, PlayStation Experience, Destination PlayStation, Game Developer Conferences, Brazil Game Show, the Best Buy and GameStop retail manager

shows in the USA, the EB show in Australia and the Micromania show in France, Paris Game Week, PAX Prime, PAX East and other mutually approved SIE Events (dependent upon SIE Affiliate presence at such other events). The Parties will work in good faith to plan the scope and manner of the Game presence at least three (3) months prior to each SIE Event, including the use of new trailers or updated Game code to be featured at such Event, any announcement of the Release Date, any public alpha or Beta versions made available prior to the Release Date and any new features or DLC planned for release after the Release Date. Publisher acknowledges that the SIE Affiliates' support under this Section 4.3 for Game is subject to Publisher providing Game-related content and messaging for each SIE Event that is new compared to prior announcements at other SIE Events and communicates at least one unique advantage or differentiator on PS ("PlayStation Advantage"). Such PlayStation Advantage may include but is not limited to exclusive hardware bundle, exclusive support of PS5 features, exclusive premiere of new gameplay modes, or new content in the Game. If Publisher does not provide new content or message that communicates a PlayStation Advantage, then the Game may not be included in the applicable SIE Event.

4.4 **Publisher Events.** During the Term, Publisher will demonstrate and display any playable versions and trailers of any version of the Game on PS5 console hardware at any (i) SIE Events and (ii) any other public event where Publisher participates or any public events where Publisher hosts or sponsors such event, including without limitation, any launch event, media review, retail events or trade shows, booths, tournament, press announcement or other public events hosted or sponsored by Publisher ("Publisher Event(s)"), to the extent that Publisher obtains the necessary rights for any such event. The PS5 will be the exclusive home console partner for such Publisher Events during the Term and no other Competitive Platform may be permitted to participate in connection with the Game at any such applicable Publisher Event. Notwithstanding the foregoing Publisher may display the Game on Competitive Platforms and PC/Mobile Platforms at Publisher Events, provided that the PS4 and PS5 version of the Game is available on at least 70% of the available kiosks. The parties will discuss in good faith any planned promotions or inclusion of the PS5 branding at the applicable Publisher Events no less than three (3) months prior to the date of such Publisher Event. Publisher will provide any PS5 hardware requests no less than thirty (30) days prior to each such Publisher Event and SIE Affiliates will timely provide such PS5 hardware, subject to availability.

4.5 **Restrictions.** Publisher shall not permit, authorize or assist any Competitive Platform to feature, display or demonstrate any equivalent version of the Game on any Competitive Platform hardware at any SIE Event, Publisher Event, or any other on stage press conference, announcement, booth, kiosk, tournament, or any other public event associated with any Competitive Platform during the Term. Notwithstanding the foregoing, Publisher may demonstrate an equivalent version of the Game running on Competitive Platforms at SIE Events or Publisher Events, only if (a) SIE is not participating at such Publisher Event, (b) no Publisher representative appears on any Competitive Platform press-conference or booth event, (c) no new information about the Game is revealed to the public, and (d) no differentiated content, feature or advantage is announced for any Competitive Platforms at such Publisher Event. For the avoidance of doubt, Publisher may include equivalent versions of the Game at any Competitive Platform sponsored event if such Competitive Platform event is exclusively organized and hosted by the Competitive Platform provider, such as an "Xbox Premier" event and any such version of the Game is approved by the applicable SIE Affiliate, not to be unreasonably withheld.

5. **Development Support.** During the Term and solely in connection with the Game, the SIE Affiliates will provide Publisher the following support:

5.1 **Publishing, Distribution and Marketing Services in Asia.** SIEJA and Publisher Affiliate will discuss and explore in good faith a separate agreement for SIEJA to provide additional localization, publishing, distribution and marketing support for the Game in SIEJA Territory, excluding Japan

6. **Intentionally Deleted.**

7. **Territory.** The "Territory" is worldwide. With respect to SIEJA's obligations, the Territory is Japan and Asia ("SIEJA Territory"). With respect to SIEA's obligations, the Territory is North America and South America ("SIEA Territory"). With respect to SIEE's obligations, the Territory is Europe and the PAL territories ("SIEE Territory").

8. Term and Effect of Termination.

8.1 Term. This Agreement shall commence on the Effective Date and expire one (1) year after the commercial release of Game on PS Platforms (the “Term”).

8.2 Termination for Cause. Either party may terminate this Agreement in the event the other party breaches any material term of this Agreement and not cure such material breach within thirty (30) days after written notice from the non-breaching party. Notwithstanding the foregoing, Publisher acknowledges that there shall be no cure period with respect to breach of Section 1.3, 1.4 or 1.5 of this Agreement and that the SIE Affiliates may terminate this Agreement immediately upon notice to Publisher.

8.3 Effect of Termination. If this Agreement is terminated by either party pursuant to Section 8.2, then both parties shall be relieved of their respective obligations under this Agreement, except as set forth in Section 8.4 below.

8.4 Survival. Sections 1.3, 1.4, 1.5, 1.9, 9 - 11 shall survive the termination or expiration of this Agreement.

9. **Representations and Warranties; Indemnity.** In addition to the representations and warranties made in the applicable GDPA regarding Licensed Products, Publisher represents and warrants that (i) it has the right and authority to enter into this Agreement, to bind the Publisher Affiliates to the terms herein and grant the rights set forth herein; (ii) its execution, delivery and performance of this Agreement does not and shall not conflict with or violate the terms of any agreement between Publisher or any other third party; (iii) it shall not make any separate agreement with any third party that is inconsistent with any of the provisions of this Agreement; and (iv) it shall comply with all applicable laws with respect to the design, manufacture, marketing and product safety compliance for the Game. In addition to the indemnification obligations set forth in the GDPA, Publisher shall indemnify and hold SIE Affiliates harmless from and against any and all claims, demands, losses, liabilities, damages, expenses and costs, including reasonable fees for lawyers, expert witnesses and litigation costs, and costs incurred in the settlement or avoidance of any such claim, in connection with or which result from a breach by Publisher of any of the provisions of this Agreement pursuant to the indemnification obligations set forth in the GDPA.

10. **Confidentiality.** Neither party shall disclose to any third party the terms of this agreement (with the exception of (i) the provisions of this paragraph and (ii) the fact that the SIE Affiliates have such exclusivity with respect to the Game, to the extent it is required to be disclosed in the marketing and promotional materials of the SIE Affiliates in accordance with their marketing guidelines and provided that the SIE Affiliates shall give Publisher prior written notice of such disclosure) at any time during the Term of this Agreement and for two (2) years after, without prior written consent of the other party except that each party may disclose the terms and conditions of this Agreement to: (a) legal counsel; (b) in confidence, to accountants, banks and financing sources and their advisors; (c) in confidence, to an affiliate, with a need-to-know that is related to this Agreement, and (d) if required, in the opinion of counsel, to file publicly or otherwise disclose the terms of this Agreement under applicable federal or state securities or other laws, the disclosing party shall be required to promptly notify the other party such that the other party has a reasonable opportunity to contest or limit the scope of such required disclosure, and the disclosing party shall request, and shall use its best efforts to obtain, confidential treatment for such sections of this Agreement as the other party may designate.

11. **Miscellaneous.** The Game and DLC are collectively, the “Licensed Products” as defined under the GDPA, as applicable. Except as provided in this Agreement, capitalized terms used in this Agreement shall have the same meanings as those ascribed to them in the GDPA. The terms of the GDPA, are incorporated herein by reference, provided that if and to the extent that anything contained in this Agreement is inconsistent with the GDPA the terms of this Agreement shall be deemed to govern with respect to the subject matter hereof. No failure on the part of either party to exercise any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any right under this Agreement preclude any other further exercise of such right or any other right. The provisions of this Agreement may not be waived or modified except expressly in a writing signed by the Parties. SIEE and SIEJA shall be deemed third party beneficiaries to this Agreement and may enforce the terms of this Agreement with respect to Publisher’ activities occurring within SIEE Territory or SIEJA

Territory respectively.

NOW THEREFORE, THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE. THIS AGREEMENT SHALL NOT BE DEEMED AN OFFER AND SHALL NOT BECOME EFFECTIVE UNTIL FULLY EXECUTED BY BOTH PARTIES.

Sony Interactive Entertainment LLC

By: _____
Name: Jim Ryan
Title: President and Global CEO
Date:

Capcom Co., Ltd.


By: 
Name: Haruhiro Tsujimoto
Title: President
Date: May 11, 2020

Exhibit A

PS5 Platform Pillars. Publisher will use commercially reasonable efforts to ensure the Game supports the following PS5 platform pillars on the Release Date:

A. Speed & Immediacy

SSD Optimisation	Optimise development pipeline and file management to maximise support for proprietary SSD architecture and technology
PlayGo	Implement maximum support for selective installation and deletion of game data to enable greater player choice and control of storage management
Fast Boot	Implement the "Notice Screen Skip Flag" and ensure notice screens (such as middleware logos and warning messages) are only displayed at first boot of the title.

B. Deep Immersion & Control

Controller	Comprehensive use of a combination of haptic feedback, adaptive triggers and sound.
GPU & CPU	The Game will support general and obvious improvements on fidelity of image quality, frame-rate, and resolution
Ray Tracing	Implementation of ray tracing graphical effects such as lighting, shadow and reflections
3D Audio	Best efforts to implement support for the dedicated 3D Audio capabilities of the hardware, including Head-related Transfer Function processing (HRTF) and Ambisonics

C. Direct Access

Activities, Game Help, Game Plan, Game Stats & Challenges	Support the operation of the following platform features by depositing data to the Universal Data Platform (UDS) in accordance to technical specifications: <ul style="list-style-type: none">o Activities: Activity data; Task datao Game Help & Game Plan: Activity data; Task data; Location data; Actor data; Mechanic datao Game Stats & Challenges<ul style="list-style-type: none">▪ Assign up to 6 Game Stats to be displayed on a player profile for the purpose of comparison
Game Help	Publisher-created content and media created and uploaded via the Game Help Tool to assist players during the first 12 months of launch

SIE acknowledges that Publisher's failure to implement any of the foregoing PS5 Platform Pillars due to limitations of any third party technology used in the development of the Game will not be deemed a material breach of this Agreement, provided that Publisher promptly notify SIE of such limitations and collaborate with SIE in good to determine if the modifications to the Game would be technically feasible support such PS5 Platform Pillars.