

Program Entry Rules

These program entry rules (these “**Program Entry Rules**”) set forth the contents of, and the conditions for entering the contest program (the “**Program**”) held by SoftBank Corp. (“**SoftBank**”). Any entity considering entering the Program should enter the Program upon agreeing to these Program Entry Rules and in accordance with the method set forth herein.

1. Eligibility. The Program is only open to all validly formed legal entities (excluding any entry by individuals). SoftBank and its partners, dealers, agents, advertising and promotion agencies, manufacturers or distributors of the Program materials, and SoftBank Group Corp. and its subsidiaries or affiliates (together with SoftBank Group Corp., referred to as “**SoftBank Group**”) are not eligible to enter. As used herein, any entity or entities entering the Program shall be referred to as the “**Entrant**” or “**Entrants**”.

2. Conditions for Entry.

- (1) The Program shall have the following six categories (the “**Five Categories**”):
 - (i) AI as a Service;
 - (ii) Disrupt;
 - (iii) Home;
 - (iv) AR/VR and
 - (v) EdTech.
- (2) To enter the Program, visit the website designated by SoftBank <http://www.softbank.jp/biz/innovation/> (Japanese) or <http://www.softbank.jp/en/biz/innovation/> (English) (the “**Program Website**”), read and agree to these Program Entry Rules and then attach a program submission setting forth the items provided in Section 2.3 (the “**Program Submission**”) in the Entrant’s own format, and submit an entry. The Entrants can submit their Program Submissions from November 14, 2017 through January 16, 2018 (Japan Standard Time). The Program Submissions must comply with any stated data volume limits as set forth on the Program Website and must be either in the Japanese or English language. Once a Program Submission is submitted, the Entrant may not make any

alterations (provided, however, the Entrant may make such alteration if so requested by SoftBank). No automatic, programmed, robotic or similar means of entry are permitted.

- (3) The Program Submission must at least mention the following items but in the concise manner:
 - (i) The category of the entry selected from the Six Categories;
 - (ii) The background of the entry (topic to be resolved);
 - (iii) The strategies and solutions used to solve the topic or issue, and the innovativity and originality of the ideas;
 - (iv) The targets/audience (individuals or entities and/or target industries);
 - (v) The business model (revenue model or revenue structure); and
 - (vi) The target timeframe (time necessary for the achievement).
- (4) If requested by SoftBank, the Entrant will send its directors, officers, or employees (excluding any of the Entrant's agents, contractors, and/or advisors) to discuss the Program Submission submitted by the Entrant at any of SoftBank's offices in the U.S. or in Japan. The Entrant shall handle, as confidential information, any information (including the content of such discussion regarding the Program Submission) received from SoftBank during the selection period, and must use such information for the sole purpose of the Program and must not disclose or divulge such information to any third party.
- (5) All Entrants are asked to maintain a valid email address for the duration of the Program in order for SoftBank to be able to correspond via email with the Entrants regarding the Program. The Entrants are responsible for making sure that they can be reached by email. If an Entrant cannot be reached or fails to respond to an email in a timely manner, the Entrant may be disqualified or forfeit the right to win.

3. Prohibited Content and Actions.

- (1) No Program Material may contain any of the following contents and/or materials:
 - (i) Obscene content;
 - (ii) Material that, SoftBank determines in its sole discretion, in any manner violates or infringes the rights of SoftBank, SB Group or any third party including, but not limited to, privacy, publicity, confidentiality, intellectual

- property rights such as copyright, patent, trademark, trade secret or other proprietary right;
- (iii) Any material that the Entrant does not own and/or for which the Entrant has not obtained all the necessary rights to enter the Program, subject to these Program Entry Rules;
 - (iv) Material that is hateful, tortious, defamatory, slanderous or libelous, or deemed inappropriate;
 - (v) Material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (vi) Material that is unlawful, in violation of, or contrary to the laws or regulations in Japan and the United States as well as any jurisdiction where the innovation or product regarding the Program Materials is created or planned for distribution;
 - (vii) Any material including malware, spyware, viruses, worms, malicious code and any and all other code, instructions or components that are deceptive, malicious, harmful or designed to interfere with, breach, harm or limit the functionality or security of any product, service, network, or other system or technology of SoftBank or SB Group or any third party;
 - (viii) Material that harms or damages SoftBank or SB Group or any third party; or
 - (ix) False or inaccurate content.
- (2) In addition, the Entrant must not engage in the following activities in creating and/or submitting the Program Materials:
- (i) Exploitation of any content of SoftBank, SB Group or any third party in any unauthorized or inappropriate way;
 - (ii) Modification or publication of, networking, renting, leasing, loaning, transmitting, selling, participating in the sale, reproduction, or creation of derivative works based on, redistribution of, performing, displaying, or in any way exploiting any materials of SoftBank, SB Group or any third party in whole or in part;
 - (iii) Decompiling, reverse engineering, disassembling, or attempting to derive the source code of any software or security components of SoftBank, SB Group or any third party;

- (iv) Violating, tampering with, or circumventing the security of any computer, system, or network of SoftBank, SB Group or any third party or its software, and other materials, passwords, encryption codes, technological protection measures, or to otherwise engage in any kind of illegal activity, or to cause others to do so;
 - (v) Engagement in any activity to harm or damage the reputation of SoftBank, SB Group or any third party; or
 - (vi) Engagement in any fraudulent activity or failure to comply with these Program Entry Rules or interference with the Program.
- (3) Any attempt by an Entrant to deliberately damage the Program Website or undermine the legitimate operation of the Program may be a violation of criminal and civil laws and should such an attempt be made, SoftBank reserves the right to seek damages from any such Entrant to the fullest extent permitted by laws.

4. Selection Process.

- (1) In the selection process, the Program Submissions will be reviewed based upon the following criteria:
- (i) Clear identification of the importance of the social challenge and/or problem being addressed within one of the Six Categories;
 - (ii) Relevance to the Six Categories;
 - (iii) Potential for the Entrant's innovation or product to solve the identified social challenge and/or problem and to have a significant impact and social benefit;
 - (iv) Analysis of the market size and impact, commercial feasibility, business model and economics of the innovation or product; and
 - (v) Creativity and originality of the innovation or product.
- (2) Failure of any Entrant or Program Submission to comply with the Program Entry Rules may result in disqualification by SoftBank.
- (3) SoftBank may ask the Entrant to submit additional materials during the period and in the manner specified by SoftBank. If the Entrant fails to submit such materials within the time frame and/or in the manner specified by SoftBank, such Entrant may be disqualified.

5. Selection. SoftBank will contact the Entrants separately who have passed the selection (the “**Winning Entity**”) at or around the end of February 2018. The Winning Entity may conduct test marketing or develop prototypes, jointly with SoftBank, and SoftBank shall bear any costs and/or expenses incurred therefor, on the condition that the Winning Entity separately executes an agreement with SoftBank under which the Winning Entity shall, to the extent reasonably necessary, assign or license to SoftBank any rights, including intellectual property rights in the Program Submission and any additional material set forth in Section 4.3 (together with the Program Submission, referred to as the “**Program Material**”) as well as the ideas and technologies included therein. If the Winning Entity and SoftBank jointly develop any content, they will mutually discuss the ownership of its property rights, intellectual property rights and other rights. Upon taking into consideration the results of the joint test marketing or development of prototypes with the Winning Entity, SoftBank will further deliberate the commercialization of the relevant product or service.

6. Intellectual Property Rights.

- (1) As between the Entrant and SoftBank, the Entrant shall retain ownership in and to the Program Materials including all intellectual property rights related thereto.
- (2) The Entrant acknowledges and agrees that SoftBank, SB Group or any third party designated by SoftBank (i) are continually and independently of the Program and the Entrant’s Program Materials working on creating, developing, improving upon and expanding SoftBank’s product and service, including supporting technology, networks, software, and systems, and may already be developing or may develop in the future products, services, technology, networks, software, and systems that are similar or identical to the Program Materials, and (ii) may receive the Program Materials from other Entrants that may be similar or identical to the Program Materials submitted by the Entrant.
- (3) The Entrant grants SoftBank and SB Group and their respective employees, officers and directors, and any third party designated by SoftBank (the “**Reviewer**”) the right to review the Entrant’s Program Materials. The Entrant also grants to SoftBank the right to post on the Program Website the Entrant’s Program Materials, including their summary description, and any photo submitted by the Entrant, and

the Entrant agrees that visitors to the Program Website have the right to access certain information.

- (4) The Entrant agrees that entering the Program may impact the Entrant's legal rights, including, but not limited to, trade secret, intellectual property and proprietary rights relating to any information contained in the Program Materials.
- (5) The Entrant hereby consents to SoftBank's right to use, for publicity, advertising and promotional purposes, without compensation, the Entrant's name, address, photograph, picture, portrait, sound or music, biographical information, the Program Materials and any statements made by each Entrant regarding the Program or SoftBank, to the fullest extent permitted by laws.
- (6) The Entrant agrees that nothing in these Program Entry Rules grants the Entrant a right or license to use any name, trademarks or brand logos owned by SoftBank or SB Group.
- (7) The Entrant acknowledges that the intent of the Program is to encourage people to suggest their ideas and innovations to SoftBank and nothing contained herein creates an obligation on either the Entrant's or SoftBank's part to enter into any further business relationship or to sign any commercial agreement except as otherwise provided herein. The Entrant is free to discuss with any third parties the Entrant's Program Materials and the ideas or technologies they contain, and the Entrant is free to contract with any third parties, as long as the Entrant has not yet signed an agreement (as set forth in Section 5) with SoftBank.

7. Other Conditions.

- (1) The Entrant shall be responsible for any cost or expense as well as any obligation or liability in connection with the entry to the Program and the Program Materials (including but not limited to cost, expense, or liability/obligation associated with any taxes as well as export control laws).
- (2) The Entrant acknowledges and agrees that its entry to the Program and SoftBank's activities in and relating to the Program are not and do not create any fiduciary, employment, agency or other relationship between the Entrant and SoftBank.

8. Modification or Termination. SoftBank may modify, cancel, terminate or suspend the Program in the event that an insufficient number of eligible or satisfactory entries

are received, or such actions are required by any applicable law, regulation, decree or guideline. If for any reason, including infection by computer viruses, bugs, non-authorized human intervention, fraud or other causes beyond SoftBank's control the administration, security, fairness or proper conduct of the Program is corrupted or affected, or if SoftBank determines that the Program should not or cannot run as planned, SoftBank may modify, cancel, terminate or suspend the Program. If SoftBank decides to modify, cancel, terminate or suspend the Program in accordance with these Program Entry Rules, it will provide a notice of such modification, cancellation, termination or suspension on the Program Website.

9. No Obligation. The Entrant acknowledges that the Reviewer may review each Program Material without any restriction or limitation and that the Reviewer shall not be liable for any loss or damage arising from or in connection with such review. The Entrant further acknowledges that even if a Program Material is similar to the Program Materials submitted by other Entrants, the Reviewer shall not be liable for any loss or damage arising from or in connection with such similarity. For the avoidance of doubt, the Entrant acknowledges that SoftBank, SB Group and any third party designated by SoftBank is not obligated to take any action whatsoever with regard to the Entrant's Program Materials.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY.

(1) EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SOFTBANK AND SB GROUP AND ANY THIRD PARTY ENGAGING IN THE PROGRAM FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S ENTRY TO THE PROGRAM.

(2) TO THE EXTENT NOT CONTRARY TO ANY APPLICABLE LAW OR REGULATION, SOFTBANK, SB GROUP AND ANY THIRD PARTY ENGAGING IN THE PROGRAM ARE NOT RESPONSIBLE FOR LOST, LATE, DAMAGED, ILLEGIBLE, STOLEN, MISLAID, INCOMPLETE, INVALID, UNINTELLIGIBLE, MISDIRECTED, TECHNICALLY CORRUPTED OR GARBLED PROGRAM MATERIALS, OR FOR PROBLEMS OF ANY KIND, WHETHER MECHANICAL, HUMAN OR ELECTRONIC, WHICH ARE

BEYOND REASONABLE CONTROL OF SOFTBANK. TO THE EXTENT NOT CONTRARY TO ANY APPLICABLE LAW OR REGULATION, SOFTBANK, SB GROUP AND ANY THIRD PARTY ENGAGING IN THE PROGRAM ARE NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, TELEPHONE OR OTHER COMMUNICATIONS MALFUNCTIONS, TYPOGRAPHICAL OR OTHER ERRORS IN PRINTING, OFFERING, OR DESCRIPTION IN ANY MATERIALS PRODUCED IN CONNECTION WITH THE PROGRAM, FAILURES OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS, WEBSITE, INTERNET, OR ISP AVAILABILITY, UNAUTHORIZED HUMAN INTERVENTION, TRAFFIC CONGESTION, INCOMPLETE OR INACCURATE CAPTURE OF ENTRY INFORMATION (REGARDLESS OF CAUSE) OR FAILED, INCOMPLETE, GARBLED, JUMBLED OR DELAYED COMPUTER TRANSMISSIONS WHICH MAY LIMIT ONE'S ABILITY TO ENTER THE PROGRAM, INCLUDING ANY INJURY OR DAMAGE TO ENTRANT'S OR ANY OTHER PERSON'S COMPUTER OR COMPUTER SYSTEM RESULTING FROM PARTICIPATING IN THE PROGRAM OR ACCESSING OR DOWNLOADING ANY INFORMATION OR MATERIALS RELATING TO THE PROGRAM.

- (3) THE ENTRANT HEREBY RELEASES SOFTBANK, SB GROUP AND ANY THIRD PARTY ENGAGING IN THE PROGRAM FOR LIABILITY ARISING FROM THE USE OF THE ENTRANT'S INTELLECTUAL PROPERTY RIGHTS RELATED TO THE PROGRAM MATERIALS, AND HEREBY AGREES NOT TO FILE OR PURSUE ANY CHARGES, SUITS, COMPLAINTS, GRIEVANCES, OR OTHER ACTIONS AGAINST SOFTBANK, SB GROUP AND ANY THIRD PARTY ENGAGING IN THE PROGRAM FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION BY ANY PRODUCT, SERVICE, TECHNOLOGY, NETWORK, SOFTWARE, OR SYSTEM OF SOFTBANK OR SB GROUP OF THE ENTRANT'S INTELLECTUAL PROPERTY RIGHTS RELATED TO THE PROGRAM MATERIALS, EXCLUDING THE CASE WHERE SUCH INFRINGEMENT OR MISAPPROPRIATION ARE CAUSED BY THEIR INTENTIONAL OR GROSS NEGLIGENT ACT. FURTHERMORE, THE ENTRANT HEREBY WAIVES

ANY AND ALL CLAIMS THE ENTRANT MAY HAVE HAD, MAY CURRENTLY HAVE, AND/OR MAY HAVE IN THE FUTURE RELATED TO THE REVIEW, ACCEPTANCE, AND/OR USE OF THE PROGRAM MATERIALS BY SOFTBANK, SB GROUP AND ANY THIRD PARTY ENGAGING IN THE PROGRAM, AND AGREES THAT SOFTBANK, SB GROUP AND ANY THIRD PARTY ENGAGING IN THE PROGRAM IS UNDER NO OBLIGATION TO REVIEW, USE, OR IN ANY WAY PROCESS THE ENTRANT'S PROGRAM MATERIALS.

- 11. Warranties.** By entering the Program, each Entrant warrants and represents the following with respect to its entry to the Program and any and all Program Materials: (1) the Entrant has all rights, powers and authority to submit the Program Materials, including the legal power and authority to bind Entrant to the terms and conditions of these Program Entry Rules; (2) the Program Materials are not subject to any claim of ownership or any other rights by any current or former employer or any other third party (including, but not limited to, SB Group); (3) the Program Submission is the Entrant's own creation that it has created by itself and is 100% original; (4) the Program Materials and the Entrant's entry to the Program do not infringe upon any publicity, privacy, intellectual property, proprietary, moral, or other rights of any third parties; (5) the Entrant has obtained from any third parties appearing in the Program Materials appropriate consent to be used in accordance with these Program Entry Rules, and upon SoftBank's request, will provide verifiable evidence of all such necessary consent obtained from such third parties; (6) the Entrant has all appropriate rights, powers and authority to grant, subject to these Program Entry Rules, SoftBank, SB Group and any third parties all rights to use any and all third party content or technology that is used to develop products relating to the Program, or that is contained in the Program Materials; (7) neither the Program Material nor the Entrant's entry to the Program violates any applicable law or regulation; (8) the Program Materials do not contain the confidential information of any third party, and to the extent that it contains the Entrant's confidential information, such information immediately becomes non-confidential the moment the Entrant submits the Program Materials; (9) the Entrant has submitted the Program Materials on its own behalf and not on behalf of any third party; (10) the Program Materials do not include any content

that is prohibited under Section 3.1 and the Entrant is not engaged in any activity set forth in Section 3.2; and (11) the Entrant is not in breach of these Program Entry Rules.

12. Personal Information. SoftBank will be collecting, maintaining and using personal information about the Entrant and its relevant personnel, in accordance with SoftBank's privacy policy. Please review SoftBank's privacy policy at: <http://www.softbank.jp/corp/group/sbm/privacy/policy/> (Japanese) or <http://www.softbank.jp/en/corp/group/sbm/privacy/policy/> (English). By entering in the Program, the Entrant hereby agrees to SoftBank's collection, maintenance and usage of its personal information and acknowledges that it has read and agrees to SoftBank's privacy policy. Please note that the Entrant's personal information may be provided to, processed and/or stored outside the country from which it was collected, and, as such, may not be subject to the same requirements or restrictions relating to such personal information as those that may exist in the country in which it was collected.

13. Compliance with Laws and Regulations. The Entrant shall comply with all applicable laws and regulations (including, but not limited to, laws and regulations regarding intellectual property, export control (including, but not limited to, any applicable Export Administration Regulations of the United States), securities, consumer protection, tax, or national security as well as any laws and regulations against bribery, corruption, inaccurate books and records, inadequate internal controls, anti-money laundering, and exclusion of anti-social forces, and/or any other similar anti-corruption laws and regulations) in Japan and/ or the United States and other relevant jurisdiction(s).

14. Severability. The invalidity or unenforceability of any provision of these Program Entry Rules shall not affect the validity or enforceability of any other provision, provided, however, SoftBank may cancel, terminate or modify the Program by virtue of the existence of such invalidity or unenforceability of any provision of these Program Entry Rules.

15. Governing Law and Jurisdiction.

- (1) These Program Entry Rules and any action(s) pertaining to the Program carried out in accordance therewith shall be construed only according to the laws of Japan.
- (2) Unless the Entrant and SoftBank agree otherwise, any cause of action or claims relating to these Program Entry Rules and the Program shall be brought to or litigated to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court for the first instance. Except as otherwise required by law, any cause of action or claims that the Entrant may have with respect to the Program and the Program Entry Rules must be commenced within one (1) year after the cause of action or claim arises.