

Future Lab Program N: Participant Agreement & Release

Sony Electronics Inc., the Sony family of companies, and all third parties that we work with (“**Sony**”) are very pleased that you have agreed to participate in Future Lab Program N by Sony and evaluate our unreleased Prototype and all embedded software in the prototype (collectively, “**Prototype**”) from now until August 31, 2017 (“**Program N**”). Your participation is voluntary, but you may not participate if you do not sign this binding agreement and release (the “**Agreement**”). Please read it carefully.

In addition to paying the membership fee of \$100 (plus tax) and providing your personal information, in order to participate, you must be fluent in English, live in the San Francisco Bay area, agree to the terms of this release, and do the following things:

What you can expect. Throughout Program N, we will ask for your thoughts on the Prototype and we will ask you to use the Prototype features. You are not being tested and there is no right or wrong answer. You are committing to help us for the entire length of the Program. We reserve the right to end Program N at any time, or to remove anyone from Program N for any reason. You may only participate in Program N one time with one Prototype.

What you agree to do. In exchange for the opportunity to participate in Program N and have access to, and the use of, an unreleased Prototype, you agree that you will participate and take certain actions to advance our research of the Prototype. You will:

- Provide us with your name, address, phone number, email, employer, and title
- Download and install the app which will require you to accept the terms of service and privacy policy which are incorporated herein (“**Download Terms**”)
- Pair the Prototype with your eligible smartphone
- Attend special events in the San Francisco area
- Use the Prototype daily while walking, biking, working, or doing other activities
- Respond to our requests for feedback via surveys, phone calls, and focus groups
- Share fully your observations, opinions, and experiences with us via email, phone, SNS, website or questionnaires
- Some participants may be asked to give interviews to the media

What are the system requirements to use the Prototype. You must have a smartphone (Android 5.0, iPhone 5S running iOS 9 or later), a PC or Mac with USB2.0 or higher, and you should have a Facebook account. You must have access on the smartphone device to the internet, and be able to tether the Prototype to it. Tethering a device like this uses high amounts of data and you are responsible for all related costs.

What happens if the Prototype breaks. As this is not a sale of the Prototype, we are not providing you with any warranty. Rather, the Prototype is being loaned to you in an “As Is” condition. We will ensure that you have a functioning Prototype for the entire term of Program N. If your initial Prototype breaks and you return it to us, you will receive a replacement Prototype, though it might be a used Prototype. If you lose the Prototype or it is stolen, we will not provide a second Prototype, thus please take care to protect it.

What happens if you wish to drop out of the Program. If you choose to drop out of the Program, notify us of your intention and return the Prototype to us. After we receive the

returned Prototype, we will provide you with a prorated refund based on the date you leave the Program.

After Program N is over. We will arrange to collect the Prototype from you at the end of Program N. You will return it to us at that time, or sooner, if we so request. After we are finished inspecting the Prototype, we will delete any stored data on it. It is your responsibility to ensure that you have copied any data you wish to keep, and deleted any data you do not wish for us to see.

We have the right to use your thoughts. By signing, you agree that for good and valuable consideration, which you have received, you grant to Sony all rights to anything that you share with Sony during Program N about the Prototype or anything else. This means that Sony will be able to use everything that you share with us during Program N in any way we like, anywhere in the world, forever without any payment to you. If you do not agree to give us these rights, do not sign this form.

We have the right to decline a participant. Because of the nature of Program N, it is important for Sony to be able to limit the participation to those that do not work for competitors. Since this is difficult to define, we need to reserve the right to decline a participant. You agree that you will fully disclose your employer and role. Thank you for your understanding.

You are responsible for the security of your data on the Prototype. Because of the voice command features of the Prototype, another person may be able to operate the Prototype if you leave it unattended. Please take care to protect your data and the Prototype. We are not liable to you or any third party for use of the Prototype.

We have the right to use your likeness. You understand that we are recording Program N, and that we may use the photos, audio recording, or film recording for any purpose that we wish, anywhere in the world, in any format, forever without payment to you. You may or may not appear in the recordings. If you do not wish to be recorded, do not sign this form.

We own the Prototype. We own the Prototype and are loaning it to you. We also own all of the information that you learn. The Prototype may be protected by copyright, trademark, and patent law. You cannot take it apart, copy it, loan or give it to anyone else, or sell it.

You will not sue us for any reason. You will not sue us for any injury, loss, damage or liability that may happen as part of Program N or because of Program N. You release Sony from anything that happens during Program N. If you do not agree, do not sign this form.

What happens if we have a dispute. You agree that you may only use binding arbitration through the American Arbitration Association to resolve the dispute under this Agreement. If you do not agree to arbitrate, do not sign this Agreement and you may not participate in Program N. This means that you give up the right to sue us in court, and you give up the right to join a class action, as further explained in the Download Terms. If you do not agree to give up the right to sue us or to join a class action, do not sign this Agreement and you may not participate in Program N.

I certify that I am over 18 years of age, that I am a resident of California. I have read and agree to all terms of this release and to take the actions listed on _____, 2016.

Signature: _____ Birthdate: _____

Print Name: _____ Address: _____

Phone: _____ Email: _____

Employer: _____ Title: _____