

## SAKURA's Secure Mobile Connect SIM Use Terms and Conditions

### Article 1 (Purpose and Application)

1. These SAKURA's Secure Mobile Connect SIM Use Terms and Conditions (these "Terms and Conditions") set forth the conditions for use of the SIM that may be used in the Optional Service, "SAKURA's Secure Mobile Connect" (the "Service"), of the Basic Service, "SAKURA's Cloud Service," that SAKURA internet Inc. (the "Company") provides.
2. These Terms and Conditions shall apply to the persons set forth in the following items (collectively, the "SIM User"):
  - (1) persons who use (including incorporating the SIM into a device; the same shall apply in these Terms and Conditions) the SIM; and
  - (2) users of the Service (the "Service User") who agree (including the case where the Service User is deemed to have agreed) to the content and application of these Terms and Conditions, the Basic Terms and Conditions and "SAKURA's Cloud Service Terms and Conditions" that the Company separately sets forth.
3. The Service User must comply with these Terms and Conditions, the Basic Terms and Conditions and "SAKURA's Cloud Service Terms and Conditions" in using the SIM. The Basic Terms and Conditions and "SAKURA's Cloud Service Terms and Conditions," together with these Terms and Conditions, shall apply to the use of the SIM in the Service.
4. These Terms and Conditions shall apply in preference to the Basic Terms and Conditions and "SAKURA's Cloud Service Terms and Conditions" in the use of the SIM.

### Article 2 (Definitions of Terms)

1. "SIM" shall mean an item in which identification number and any other information of the User necessary to use a line that a telecommunications carrier provides can be recorded, which the company issues for the Service.
2. "Device" shall mean an electronic device, etc. to which the SIM User connects the SIM.
3. "Telecommunications Carrier" shall mean a telecommunications carrier that provides mobile communications services as telecommunications services to the Company.
4. "Service Page" shall mean a webpage that explains the Service, among the Service Sites.

### Article 3 (Use Contract)

1. A contract for use of the SIM under these Terms and Conditions (the "Use Contract") shall be formed between the Company and the SIM User at the time the SIM User starts using the SIM or at the time the SIM User agrees (including the case where the SIM User is deemed to have agreed) to the content and application of these Terms and Conditions, the Basic Terms

[English Translation]

and Conditions and “SAKURA’s Cloud Service Terms and Conditions,” whichever comes earlier.

#### Article 4 (Available Service, etc.)

1. The SIM User may use the SIM solely for the purpose of using it for the Service.
2. The SIM User needs to separately conclude the Use Contract for the Service to use the Service. The SIM User shall observe these Terms and Conditions, the Basic Terms and Conditions and “SAKURA’s Cloud Service Terms and Conditions” with respect to the use of the Service.
3. The price of the SIM does not include usage fees, communication fees, etc. pertaining to the Service.
4. A juridical person or any other organization (“Juridical Person, etc.”) may apply for the Service only if the Juridical Person, etc. intends to use it for or as its sales activities (the “Sales Purpose”) or a nonprofit Juridical Person, etc. intends to use it for or as its operation (the “Operation Purpose”).

#### Article 5 (Necessary Equipment)

1. The SIM User shall separately prepare the necessary Device on its own responsibility and at its own expense. The Company shall not assume any liability for damage caused to the Device, the SIM User or a third party due to the incorporation of the SIM into the Device or removal of the SIM from the Device.
2. Depending on the combination of the Device and the SIM, communication may not be established even if the SIM User uses the normal SIM. The Company shall not assume any liability in this case.

#### Article 6 (Prohibited Matters in Handling of SIM)

1. The SIM User shall not conduct any of the acts set forth in the following items in handling the SIM:
  - (1) using the SIM in an illegal manner;
  - (2) taking actions that may impair or diminish intellectual property rights, other rights, title and interest (including moral rights and other personal rights) of the Company or a third party in relation to the use of the SIM;
  - (3) retrieving, changing or deleting/erasing a user identification number and other information registered in the SIM; and
  - (4) making any change, causing any damage, etc. to the SIM that may obstruct the business of the Company, Telecommunications Carrier and a third party.

Article 7 (Lending of SIM)

1. The Company shall lend the SIM to the SIM User in order the SIM User to utilize the Service by using the SIM.
2. The SIM User shall acknowledge and agree to the matters set forth in the following items in renting the SIM.
  - (1) The Company lends the SIM to the SIM User but does not transfer the same to the SIM User.
  - (2) The SIM User assumes obligations to manage the SIM with the due care of a good manager.
  - (3) The SIM User shall understand the specifications of the SIM (the “Specifications”) that the Company discloses to the SIM User and use the SIM in accordance with the Specifications.
  - (4) The SIM User shall properly manage ICCID and PASSCODE assigned to each of the SIM on its own responsibility. The Company shall not assume any liability for results of the management (including results of disclosure, divulgation or guess of ICCID or PASSCODE to or by a third party; the same shall apply in this Article). The SIM User shall assume full liability for results of the management to the Company.
  - (5) A passcode (the “PIN”) is assigned to each SIM. The SIM User may set on the Device a requirement to enter the PIN when connecting the SIM to the Device (the condition in which the requirement is set shall be referred to as the “PIN Lock Activated Condition”). If a correct PIN fails to be entered during the PIN Lock Activated Condition within the number of times that the Company separately prescribes, the SIM shall become temporarily unavailable for use (this condition shall be referred to as the “SIM Locked Condition” in the following).
  - (6) In order to unlock the SIM Locked Condition set forth in the preceding item, the SIM User shall enter a number to unlock the SIM Locked Condition (“PUK”) that the Company separately assigns to each SIM from the Device. If a correct PUK fails to be entered within the number of times that the Company separately prescribes, the SIM will become unavailable for use. In this case, the Company shall neither assume any liability nor respond to the case including replacement of the SIM or refund.
  - (7) The SIM User shall assume liability for damage resulting from its insufficient management of the SIM, misuse of the SIM, and the use of the SIM by a third party, etc., and the Company shall not assume any liability for the above. The SIM User who is responsible for managing the SIM shall pay all charges, etc. incurred from the use of the SIM by a third party.
  - (8) If the SIM has not been registered with the core system of “Sakura’s Cloud Service” (the “System”) within 24 months from the month following the month to which the notification date (meaning the day on which the notice of the receipt of the price of the SIM was sent) belongs, the SIM will cease to be able to be registered with the System after that.
  - (9) If the SIM User deletes the registration of the SIM from the System, the SIM User will cease

[English Translation]

to be able to register the SIM with the System after 12 months from the month following the month to which the date of the deletion belongs.

- (10) The Company shall not assume any liability for the fact that the SIM User ceases to be able to register the SIM with the System pursuant to the preceding two (2) items.

Article 8 (Communication Available Area, Communication Speed, Loss of Data, etc.)

1. The area in which communication is available by using the SIM shall be set forth in the Service Page; provided, however, that the Company shall not warrant that communication is always available in the area. In particular, communication may be unavailable at a place where radio wave cannot smoothly propagate such as a tunnel, underground, multilevel car park, shadow of building, mountain area and sea.
2. While the time slot during which communication is available by using a SIM is not limited, if any unavoidable event such as maintenance of communication line or facilities for the Service occurs, communication may be unavailable.
3. The User shall agree that the communication speed may vary and decrease due to connection status, utilization device, etc., network environment or any other reason, and the Company shall not warrant the communication speed in the Services to the User.
4. The User shall agree in advance that the data or any other information, etc. transmitted and received by using the SIM may be corrupted or lost due to radio wave condition, etc.

Article 9 (Termination of Use Contract Due to Discontinuation of Part or All of Service)

1. The Company may terminate the Use Contract due to the discontinuation of part or all of the services that the Company provides. In this case, the Company notifies the SIM User in the service site in advance.

Article 10 (Warranty)

1. The Company's warranty pertaining to the SIM (the "Warranty") only covers a damage/failure exists at the time the SIM User receives a new and unopened SIM (the "Initial Failure") or an electrical/mechanical failure which occurs to the SIM despite the fact that the SIM User properly uses the SIM in accordance with the instructions and the Specifications of the Company (the "Natural Failure"). Depending on the combination of the Device and the SIM, communication may not be established even if the SIM User uses the normal SIM, and the Warranty does not cover this case. The scope of the Warranty shall be limited to exchanging the SIM with the Initial Failure or Natural Failure for a replacement.
2. Notwithstanding the preceding paragraph, the Warranty does not cover the Initial Failure or Natural Failure if it falls under any of the exclusions of warranty set forth in Paragraph 7 of

this Article.

3. The effective period of the Warranty (the “Warranty Period”) shall be six (6) months from the day on which the SIM User received the new SIM for the first time or the SIM was registered with the System for the first time, whichever comes earlier (“Warranty Start Date”), regardless of the use start date or use period of the SIM.
4. Even if a replacement is delivered under the Warranty, the Warranty Period shall not be changed and shall be six (6) months from the initial Warranty Start Date.
5. The Company shall not issue a written warranty pertaining to the Warranty. The SIM User shall retain the documents (receipts, etc.) to evidence the Warranty Start Date, and unless the SIM User can prove the Warranty Start Date, the Warranty shall not apply to the SIM.
6. If the Initial Failure or Natural Failure occurs to the SIM during the Warranty Period, the SIM User shall notify the Company and request delivery of a replacement in accordance with the manner the Company determines. The SIM User shall send the failed SIM to the Company in accordance with the instructions of the Company. The SIM User shall pay the shipping costs.
7. If it falls under any of the following items, the Warranty shall not apply, and if the SIM User requests delivery of a replacement, the Company shall deliver the same with charge:
  - (1) if wordings of the documents to evidence the Warranty Start Date are falsified;
  - (2) any failure and damage which occurred due to the fall during the transportation/movement or inadequate management or storage after the Warranty Start Date;
  - (3) any failure and damage due to the exposure to water (corrosion), fall, impact, pressurization, foreign matter inclusion after the Warranty Start Date (the SIM is not waterproof);
  - (4) if the SIM User has used the SIM in the extremely hot, cold or humid environment, the place exposed to direct sunlight or the dusty place;
  - (5) any failure and damage due to fire, earthquake, wind and flood damage, lightning strike, salt damage, gas damage, abnormal voltage or other natural disaster;
  - (6) any failure and damage which occurred to the SIM arising from other connected equipment;
  - (7) if the SIM is one that the SIM User receives after it is used (used item), whether with or without consideration;
  - (8) if the SIM User has used the SIM in the manner that is not in accordance with the Specifications;
  - (9) if the SIM User incorporates the SIM into the Device in the manner that is not be able to be removed easily (including, without limitation, the case where it is solder-mounted);
  - (10) any failure and damage which occurred to the SIM arising from the incorporation of the SIM into the Device or removal of the SIM from the Device; and
  - (11) if it is not the case other than those falls under any of the preceding items, and the Company

determines that the failure is due to a reason attributable to the SIM User.

8. The Company's warranty pertaining to the SIM shall be limited to those stipulated in this Article.

#### Article 11 (Disclaimers)

1. If the Company finds a defect in the SIM, it shall inform or notify the SIM User of the defect by posting it on the Service Page or in the manner that the Company considers appropriate, and provide the SIM without the defect or seek to repair the defect; provided, however, that the Company shall not warrant the fulfillment of the above, and unless contrary to laws and regulations, the Company shall not assume any liability for damage suffered by the SIM User and third parties due to the defect in the SIM.
2. The Company shall not respond to any return of the SIM or a refund for the SIM due to a reason that the SIM User cannot apply for the Service. The Company shall not assume any liability for damage suffered by a person who wishes to use the Service due to a reason that the person cannot apply for the Service.
3. The Company shall not warrant the accuracy, completeness, immediacy, usability, merchantability, fitness for a particular purpose, non-infringement of rights or interest of a third party or otherwise of the SIM, and the Company shall not assume any liability for damage suffered by the SIM User with respect to the above, unless contrary to laws and regulations.
4. The Company shall not assume any liability, regardless of liability of non-fulfilment of obligations or tort or other legal liability, for compensation (including those both in Japan and in a country other than Japan) for damage that the SIM User has incurred in connection with the use of the SIM (including, but not limited to, damage caused by unavailability of the Service, failure/breakdown of facilities/equipment/software provided by the Service, delay in provision of the Service, damage/loss and third-party's plagiarism/divulgence of data, infection with computer virus/malware and unauthorized access/cracking/wrongful use of security hole by third parties and the like; the same shall apply in this Article), except where a SIM User as individual (excluding an individual who becomes a party to a contract as business or for business purposes) has incurred damage in connection with the use of the SIM.
5. Even in the case where the Company assumes a liability to compensate the SIM User for damage, the scope of its liability shall be limited to the direct damage that is generally incurred (excluding loss of profits, etc.) and the price of the SIM that caused the damage; provided, however, that this shall not apply to any damage arising from the Company's intentional act or gross negligence.
6. The Company shall pay damages under the preceding paragraph in yen.

[English Translation]

7. The Company shall not assume any liability to the SIM User with respect to the unavailability of all or part of the SIM due to natural disaster, war, riot, civil war, other force majeure, enactment/revision/abolition of the laws and regulations of Japan or countries other than Japan, orders/disposition/requests from public agencies, restrictions on using the Internet, filtering or interruption of part of communication via the Internet, disputes, transportation/communication lines, or any other reasons not attributable to the Company.
8. With respect to a dispute between a third party and the Company or the SIM User in Japan or countries other than Japan, arising from the use of the SIM by the SIM User, the SIM User shall resolve the dispute on its own responsibility and at its own expense, and the Company shall not assume any liability for the above.

#### Article 12 (Intellectual Property Rights, etc.)

1. Intellectual property rights, such as patents, utility model rights, design rights, copyrights, and any other rights including know-how pertaining to the SIM shall belong to the Company or a third party (if any) who owns the rights. Disclosure of information by the Company to the SIM User in the course of these Terms and Conditions, the Service Page or provision of the Service, whether expressed or implied, shall not in any respect constitute grant, entitlement or transfer by the Company or a third party to the SIM User of any license or any other rights based on the patents, utility model rights, design rights, copyrights, know-how, etc., pertaining to the information.

#### Article 13 (Amendment to Terms and Conditions)

1. The Company may amend these Terms and Conditions in accordance with this Article. In this case, the amended Terms and Conditions shall apply to the Use Contract for the SIM that are already in use.
2. If the Company amends these Terms and Conditions, it shall notify the SIM User of the amendment by sending an email or posting it on the service site at least seven (7) days before the amendment. If the SIM User uses the SIM after the notice, the SIM User is deemed to have agreed to the amendment to these Terms and Conditions.

#### Article 14 (Elimination of Antisocial Forces)

1. The SIM User represents that the SIM User itself, its representatives, intermediaries and performance assistants (meaning persons whom the SIM User uses to operate its business, whether an individual or juridical person, including subcontractors used through a third party such as multi-tiered business partners; the same shall apply in this Article) does not fall under any of the following items as of the use start date of the SIM, and further ensures that any of

the above persons will not fall under the same in the future:

- (1) an organized crime group, a member of an organized crime group, a person who was a member of an organized crime group within the past 5 years, a quasi-member of organized crime group, a person related to an organized crime group, a company related to organized crime group, a corporate racketeer (*sokaiya*), a crime group pretending to be a social activist, etc., a special intellectual violent organization or any other person equivalent to the above (collectively, the “Antisocial Forces”);
  - (2) a person who has a relationship in which the Antisocial Forces are recognized to substantially control or be involved in the person’s business management;
  - (3) a person who has a relationship in which the person is recognized to use the Antisocial Forces wrongfully such as using the Antisocial Forces for the purposes of earning illicit profit for itself or a third party or causing damage to a third party;
  - (4) a person who has a relationship in which the person is recognized to provide funds or facilities to the Antisocial Forces; and
  - (5) a person who has a socially accusable relationship with the Antisocial Forces.
2. The SIM User ensures that the SIM User itself, its representatives, intermediaries, and performance assistants will not conduct against the Company or related persons of the Company any act using fraudulent means, violent act, act using threatening words, act of unjust demand beyond legal liabilities, act of damaging the Company’s credibility or interfering with the Company’s business operation, or any other act equivalent to the above by itself or by using a third party.
  3. If the Company recognizes that the SIM User has breached either of the preceding two (2) paragraphs, the Company may immediately terminate the Use Contract in whole or in part without giving notice or demand to the SIM User.
  4. If the Company recognizes that the SIM User falls under Paragraph 1 or 2 of this Article, the Company may request the SIM User to explain or provide information materials as necessary and the SIM User shall promptly respond to this request. If the SIM User fails to promptly respond to this request or if the Company recognizes that the SIM User failed to respond in good faith such as providing false explanations or information materials, then the Company may immediately terminate the Use Contract in whole or in part without giving notice or demand to the SIM User.

#### Article 15 (Others)

1. If the SIM User is subject to the import and export laws and regulations of Japan or foreign countries (the “Import and Export Laws”) such as in the case of bringing the SIM out of the country, the SIM User shall comply with the Import and Export Laws. The SIM User shall



[English Translation]

resolve any issues arising from an act that violates the provision of this paragraph at its own expense and on its own responsibility.

2. If the SIM User transfers to a third party, has a third party succeed to, or offers as collateral all or part of the status under the Use Contract, it shall be a condition to obtain consent from the third party to the succession to the Use Contract and the content and application of these Terms and Conditions.
3. These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
4. With respect to a dispute arising out of or in connection with the Use Contract, if the SIM User files a legal action against the Company concerning any dispute arising out of or in connection with the Use Contract, the Tokyo District Court shall be the court having the agreed exclusive jurisdiction in the first instance. If the Company files a legal action against the SIM User, the Company may file the action with the Tokyo District Court in addition to competent courts designated by the laws of the respective countries, and also may resolve the dispute through arbitration to be conducted in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association in Tokyo, Japan at the choice of the Company, instead of filing a legal action with the court, and the SIM User shall consent to the above. The arbitration shall be conducted by one (1) arbitrator appointed by the Company and the language to be used for arbitration procedures shall be Japanese. The arbitral award shall not permit a right of appeal and shall be binding on the SIM User and the Company.
5. Even if any clause or part of clause of these Terms and Conditions is held invalid or unenforceable by the Consumer Contract Act or any other laws and regulations of Japan or the country in which the SIM User resides (or the country in which the SIM User's head office is located if the SIM User is a juridical person), the remaining part of these Terms and Conditions shall remain in full force and effect.

#### Supplementary Provision

##### Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of SAKURA's Secure Mobile Connect SIM Use Terms and Conditions which applied on and after April 16, 2018, and shall apply on and after May 20, 2020 pursuant to Article 13.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated May 20, 2020 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest

[English Translation]

original Japanese Terms and Conditions as well.]