

Article 1 (Subscription Agreement)

SOFTBANK TELECOM Corp. (hereinafter referred to as "SOFTBANK TELECOM") will provide Mobile Accelerator Service (hereinafter referred to as "the Service") in accordance with the stipulations of this Mobile Accelerator Service Agreement (hereinafter referred to as "the Agreement")

Article 2 (Application of the Agreement)

The Agreement will be applied incidental to the SpinNet Service Agreement (hereinafter referred to as "the Service Agreement") as stipulated.

Article 3 (Revision of the Agreement)

SOFTBANK TELECOM may revise the Agreement without obtaining the consent of the Subscriber. If the Agreement is revised, the Service terms and conditions shall be governed by the Agreement which is revised.

Article 4 (Contents of the Service)

The Service will provide the function to compress data with SOFTBANK TELECOM's data compression equipment as much as possible and transmit it while the Subscriber is using a packet communication service.

Article 5 (Limitations of the Service)

The Service may not be effective in shortening communication time or the information may not be restored to the state before being compressed depending on the contents of the information transmitted  
2. The Service may not be used depending on the situation of the SOFTBANK TELECOM's telecommunications facilities.

Article 6 (Precondition for the Service)

SOFTBANK TELECOM will provide the Service to the Subscribers who contract with the following services.

- (1) AIR-EDGE connection service for individual terminal users
- (2) @FreeD connection service for individual terminal users

Article 7 (Subscription Agreement Unit)

A subscription agreement for the Service shall be concluded for each user ID of either number of the preceding clause.

Article 8 (Application for Subscription)

The Subscriber shall sign up for the AIR-EDGE connection service for individual terminal users or @FreeD connection service for individual terminal users to use the Service. Also, the Subscriber shall register for a subscription from the prescribed SOFTBANK TELECOM's homepage.

Article 9 (Termination of the Subscription Agreement by SOFTBANK TELECOM)

SOFTBANK TELECOM may terminate the subscription agreement in cases where the Subscriber terminates the subscription agreement of the either service written in Article 6 (Precondition for the Service).

Article 10 (Charge)

The Service will be provided for free.

#### Article 11 (Suspension of the Service)

If any of the following cases become applicable to the Subscriber, SOFTBANK TELECOM may suspend the provision of the Service:

- (1) Cases in which the Subscriber does not pay, when due, the Service charge for SpinNet Service, any late payment charge, or overdue interest.
- (2) Cases in which SOFTBANK TELECOM assess the Subscriber does the following acts prohibited when using the Service.
  - (i) Use of the Service that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of SOFTBANK TELECOM or any third party.
  - (ii) Use of the Service that victimizes, harasses, degrades, or intimidates SOFTBANK TELECOM or any other third party.
  - (iii) Use of the Service that create disadvantage for SOFTBANK TELECOM or any other third party.
  - (iv) Use of the Service for election campaign or instance of similar acts.
  - (v) Use of the Service for self-advertisement.
  - (vi) Use of the Service that acts contradictory to public order or morality.
  - (vii) Use of the Service that, intentionally or unintentionally, violates any applicable local, national or international law.
- (3) Cases in which it is known that the Subscriber has made a false statement in the application for subscription to the Service.
- (4) Cases in which the Subscriber has committed an act that violates any of the provisions of the Agreement and that causes or is likely to cause interference in the execution of SOFTBANK TELECOM's business or trouble in SOFTBANK TELECOM's telecommunications facilities.
- (5) Cases in which the Subscriber has committed an act that violates any of the provisions of the Service Agreement.

#### Article 12 (Interruption of the Service)

In any of the following cases, SOFTBANK TELECOM may interrupt the provision of the Service.

- (1) Cases in which interrupting the provision of the Service cannot be avoided in performing maintenance or other work on SOFTBANK TELECOM's telecommunications facilities
- (2) Cases in which the provision of the Service is suspended pursuant to Article 13 (Restriction of the Use of Communications)
- (3) Cases in which it has become difficult for us to provide the because of Type-1 common carrier has suspended provision of telecommunications services
- (4) Cases in which it has become difficult for us to provide the because of the reasons of SOFTBANK TELECOM's own.

#### Article 13 (Restriction of the Use of Communications)

If a natural disaster, a public incident, or any other emergency causes such a sharp increase in communications demand that SOFTBANK TELECOM cannot connect all communications.

2. SOFTBANK TELECOM may restrict or suspend the provision of the Service if the Subscriber does the act which produces excessive load to SOFTBANK TELECOM' telecommunications facilities.

#### Article 14 (Termination of the Service)

In any of the cases, SOFTBANK TELECOM may disuse the part or all provision of the Service.

#### Article 15 (Exemption from Responsibility)

SOFTBANK TELECOM will assume no responsibility for the Subscriber at all for the damage in providing the Service. Moreover, SOFTBANK TELECOM assume no responsibility for the damage

which caused by this service except the case specified in the Agreement or the Service Agreement.

2. If the Subscriber causes any damage to other subscribers or a third party through the use of the Service, the Subscriber shall settle the matter on the Subscriber's own responsibility and at the Subscriber's own expense and shall inflict no damage or trouble on SOFTBANK TELECOM.

3. It shall be based on the Agreement in Japanese to solve any disputes, if any difference between agreement in English and Japanese

#### Article 16 (Applicable law)

Japanese law shall be applied regarding enactment, force, execution and interpretation of the Agreement

#### Supplementary provision:

1.

This Agreement is established on October 1, 2004.

This Agreement is revised on February 2, 2005.

This Agreement is revised on April 1, 2005.

2.

JENS Corporation changes its corporate name to JAPAN TELECOM CO., LTD. Customers who had concluded the agreement with us before March 31, 2005 do not need to conclude the agreement again.

#### Additional Rules

(Enforcement Time)

1.

This Agreement is revised on October 1, 2006.

(Change of Name of JENS SpinNet Service Agreement)

2.

On the day this Agreement is revised, JENS SpinNet Service Agreement will be changed to SpinNet Service Agreement.

(Interim Measures with regard to JENS SpinNet Service)

3.

The subscription agreements for JENS SpinNet Service presently existing as of this revision that were concluded pursuant to the provisions of JENS SpinNet Service Agreement before this revision will be deemed to be subscription agreements for SpinNet Service concluded by SOFTBANK TELECOM pursuant to the provisions of this Agreement after revision as of the day this Agreement is revised.