

# SpinNet Service Agreement

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SOFTBANK TELECOM Corp.

# SpinNet Service Agreement

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## Chapter 1 General Provision

### Article 1 (Applicable Legal Provision)

SOFTBANK TELECOM Corp.. (hereinafter called "SOFTBANK TELECOM") will provide SpinNet Service in accordance with the provisions of the Telecommunications Business Law (hereinafter called "the Law"), regulations of other laws, and the stipulations of this SpinNet Service Agreement (hereinafter called "the Agreement") drawn up by SOFTBANK TELECOM pursuant to the Law.

### Article 2 (Revision of the Agreement)

1. SOFTBANK TELECOM may revise this Agreement without obtaining the consent of the subscriber. If this Agreement is revised, the service charge and other service conditions shall be governed by the revised SpinNet Service Agreement.
2. Changes in this Agreement will take effect when SOFTBANK TELECOM posts the revised Agreement on the SpinNet Service Web Page. Subscriber is responsible for obtaining those changes.

### Article 3 (Consultation)

1. Any details that are not described in this Agreement but that turn out to be necessary for the provision of SpinNet Service shall be determined through consultation between SOFTBANK TELECOM and the subscriber.
2. Any announcement to subscribers will be made by posting on the SpinNet Service Web Page or e-mail delivery.

### Article 4 (Definitions)

The terms used in this Agreement shall have the meanings set forth below:

| Term                         | Definitions   |
|------------------------------|---|
| Telecommunications Equipment | Machines, apparatuses, wires and cables, and other electrical equipment used in Telecommunications.   |
| Telecommunications Services  | Intermediating the communications of others through the use of Telecommunications Equipment, and/or providing Telecommunications Equipment for use in the communications of others.   |
| Computer Virus               | A program which replicates itself on computer systems by incorporating itself into other programs that are shared on a system.  |
| Mail Virus Check Service     | Scan inbound and outbound e-mail for viruses by Symantec Corporation software.  |
| Spam mail                    | Any unsolicited commercial email or unsolicited bulk email (UCE) or any email that will be or might be objectionable to others.   |
| Spam Mail Filtering Service  | A service which scans and filters inbound e-mail for UCE using SOFTBANK TELECOM software.   |
| Mail Filtering Service       | Functionality that makes possible the use of mail filtering (this means, as to email sent to the email address the subscriber will use, if the z email falls under the conditions designated by the subscriber in advance, the relevant email, etc. will not be received) or automatic forwarding (this means forwarding of emails sent to the email address used by the subscriber to an email address designated by the subscriber in advance) at the option of the subscriber. |
| URL Filtering Service        | A service which provides URL Virus Checking (meaning conducting deletion, etc. of computer viruses as separately stipulated by the Company if the web site viewed by subscriber contains the computer viruses) and URL Filtering (meaning blocking subscriber from viewing the web sites designated separately by the Company when subscriber tries to view such web sites).  |
| SpinNet Service              | Establishing Internet Protocol connection between a subscriber's terminal and SOFTBANK TELECOM access points through a subscriber line. Providing message exchange service such as e-mails, Mail Virus Check Service, Spam Mail Filtering Service, Web Filtering Service and voice communication services.  |
| Access Points                | Locations where Telecommunications Equipment for SpinNet Services are installed.  |
| Privacy Policy               | Based on the "Telecommunications Industry Personal Information Guidelines"  |

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|  | produced by the Ministry of Post and Telecommunications (MPT Bulletin No. 695, August 31st, 2004). In accordance with Clause 14 of the guidelines, this policy is publicly displayed on the company website. |
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## Chapter 2 Category of Service and Service Area

### Article 5 (Category of Service)

1. The service category of SpinNet Service shall be as follows.

1) Basic Service

| Category  | Description   |
|---|---|
| Dial-up IP connection service for individual terminal users | Providing SpinNet Service to one subscriber terminal through a subscriber line by installation of a joint connection port for subscribers at SOFTBANK TELECOM access point. |

2) Additional Connection Service

| Category   | Description   |
|--|---|
| FLET'S ISDN connection service for individual terminal users           | Providing SpinNet Service to one subscriber terminal through Nippon Telegraph and Telephone East Corporation (hereinafter called "NTT East" ) or Nippon Telegraph and Telephone West Corporation (hereinafter called "NTT West" ) FLET'S ISDN Line by installation of a joint connection port for subscribers at their access point.  |
| FLET'S ADSL connection service for individual terminal users           | Providing SpinNet Service to one subscriber terminal through NTT East or NTT West FLET'S ADSL Line by installation of a joint connection port for subscribers at their access point.  |
| B FLET'S connection service for individual terminal users              | <p>Providing SpinNet Service to one subscriber terminal through NTT East or NTT West B FLET'S Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service:</p> <p>Type<br/>Description</p> <p>Basic Type<br/>Service which corresponds to B FLET'S Basic Type</p> <p>Hyper Family Type<br/>Service which corresponds to B FLET'S Hyper Family Type</p> <p>New Family Type<br/>Service which corresponds to B FLET'S New Family Type</p> <p>Family 100 Type<br/>Service which corresponds to B FLET'S Family 100 Type</p> <p>Mansion Type<br/>Service which corresponds to B FLET'S Mansion Type</p> |
| FLET'S HIKARI PREMIUM Connection service for individual terminal users | <p>Providing SpinNet Service to one subscriber terminal through NTT West FLET'S HIKARI PREMIUM Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service:</p> <p>Type<br/>Description</p> <p>Family Type<br/>Service which corresponds to FLET'S HIKARI PREMIUM Family Type</p> <p>Mansion Type<br/>Service which corresponds to FLET'S HIKARI PREMIUM Mansion Type</p>   |

|  |   |
|--|---|
| <p>FLET'S HIKARI NEXT Connection service for individual terminal users</p> | <p>Providing SpinNet Service to one subscriber terminal through NTT East and NTT West FLET'S HIKARI NEXT Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service:</p> <p>Type<br/>Description</p> <p>Family Type<br/>Service which corresponds to FLET'S HIKARI NEXT Family Type</p> <p>Mansion Type<br/>Service which corresponds to FLET'S HIKARI NEXT Mansion Type</p> <p>Family High Speed Type<br/>Service which corresponds to FLET'S HIKARI NEXT Family High Speed Type</p> <p>Mansion High Speed Type<br/>Service which corresponds to FLET'S HIKARI NEXT Mansion High Speed Type</p> |
| <p>e-Access connection service for individual terminal users</p>           | <p>Providing SpinNet Service to one subscriber terminal through e-Access Corporation Broadband Communication Network Service Line by installation of a joint connection port for subscribers at their access point. Following are the types under this service:</p> <p>Type<br/>Description</p> <p>Type1<br/>Utilizing current Telephone Line as a subscriber's line</p> <p>Type2<br/>Establishing new subscriber's line</p>  |

2. Only one additional connection service is available per user.

3. The service category of SpinNet Supplement connection service shall set as follows.

| Category  | Description  |
|---|--|
| <p>AIR-EDGE connection service for individual terminal users</p>    | <p>Providing SpinNet Service to one subscriber terminal through WILLCOM, Inc. AIR-EDGE line by installation of a joint connection port for subscribers at SOFTBANK TELECOM access point.</p>           |
| <p>FLET'S Spot connection service for individual terminal users</p> | <p>Providing SpinNet Service to one subscriber terminal through NTT East or NTT West FLET'S Spot line by installation of a joint connection port for subscribers at SOFTBANK TELECOM access point.</p> |
| <p>BB Mobile Point Service for individual terminal users</p>        | <p>Providing SpinNet Service to one subscriber terminal through SOFTBANK TELECOM's BB Mobile Point line by installation of a joint connection port at SOFTBANK TELECOM access point.</p>               |

4. The SpinNet Additional Service is as follows:

| Category                     | Description   |
|------------------------------|---|
| <p>Communication Service</p> | <p>Providing voice services to SpinNet users of the FLET'S ADSL connection service for individual terminal users, B FLET'S connection service for individual terminal users, FLET'S HIKARI PREMIUM connection service for individual terminal users, FLET'S HIKARI NEXT connection service for individual terminal users and eADSL connection service for individual terminal users, based on KDDI's Contract, Article 16</p> |

#### Article 6 (Service Area)

1. The service area for SpinNet Service will be inside Japan.
2. The service area for Additional Connection Service of SpinNet Service shall be as described in Schedule 1.

## Chapter 3 Subscription Agreement

### Article 7 (Subscription Agreement Unit)

A subscription agreement for SpinNet Service shall be concluded for each service subscription.

### Article 8 (Application for Subscription)

Any person who wishes to subscribe to SpinNet Service shall apply for a subscription by following the "SpinNet Online Sign-up" guidance.

### Article 9 (Acceptance of Application for Subscription)

1. When SOFTBANK TELECOM have accepted an application for subscription to SpinNet Service, SOFTBANK TELECOM will issue the subscriber a user ID and a password for use of the SpinNet Service and promptly send the subscriber a written certificate.
2. In any of the following cases, SOFTBANK TELECOM may decline to accept an application for subscription:
  - (i) Cases in which the credit card company that issued the credit card to be used for payment of the service charges, etc. does not permit the applicant to use the credit card for reasons such as termination of the credit card agreement or loss of membership
  - (ii) Cases in which the applicant is not the designated holder of the credit card to be used for payment of service charge, etc.
  - (iii) Other cases in which accepting an application for subscription to SpinNet Service may cause serious technical trouble or serious interference in the execution of SOFTBANK TELECOM' business.
3. In cases where SOFTBANK TELECOM declines to accept an application for subscription to SpinNet Service pursuant to the provisions of the preceding paragraph, SOFTBANK TELECOM will notify the applicant in writing.

### Article 10 (Changes in Items in the Subscription Agreement)

1. If there is any change in the subscriber's name, address, credit card used for payment, or other items mentioned in the subscription agreement, the subscriber shall promptly notify SOFTBANK TELECOM of the change by the method prescribed by us.
2. When an application for a change in an item mentioned in the subscription agreement is filed under the preceding paragraph, SOFTBANK TELECOM will handle it in accordance with the provisions of Article 9 (Acceptance of Application for Subscription).

## Chapter 4 Assignments of Rights and Successions

### Article 11 (Prohibition of Assignment of Rights)

The subscriber may not assign the subscriber's right to receive SpinNet Service to a third party.

### Article 12 (Succession to Subscriber's Position)

Subscription will expire when there is succession to subscriber's position. However, heir may take over the subscription, including debt, by submitting the evidence document to SOFTBANK TELECOM within 2 weeks after the succession.

## Chapter 5 Termination of the Agreement

### Article 13 (Termination of the Subscription Agreement by SOFTBANK TELECOM)

1. SOFTBANK TELECOM may terminate the subscription agreement in cases where SpinNet Service is suspended

pursuant to Article 21 (Suspension of Service), if the subscriber does not eliminate the reason for the suspension within the period of suspension.

2. In cases where the subscriber falls under any of the cases mentioned in Paragraph 1 of Article 21 (Suspension of Service), if SOFTBANK TELECOM considers that said fact may cause serious interference in the execution of SOFTBANK TELECOM' business, SOFTBANK TELECOM may, notwithstanding the provisions of the preceding paragraph, terminate the subscription agreement without suspending service as required by Article 21

3. SOFTBANK TELECOM may terminate the subscription agreement if the credit card company that issued the credit card used for payment of the service charge, etc. ceases to permit the subscriber to use the credit card for reasons such as termination of the credit card agreement or loss of membership.

4. When SOFTBANK TELECOM intends to terminate the subscription agreement pursuant to any of the three preceding paragraphs, SOFTBANK TELECOM will notify the subscriber in advance.

#### Article 14 (Termination of the Subscription Agreement by the Subscriber)

The subscriber may terminate the subscription agreement at any time. However the subscriber shall pay a fee for the billing month if the date of the subscription termination falls within the billing month. The billing month is from the day of the month the subscriber was first registered to the previous day of the next month. To terminate the subscription agreement, the subscriber shall so notify SOFTBANK TELECOM, by the method prescribed by SOFTBANK TELECOM, by the end of the billing month before the billing month in which the subscriber intends to terminate the subscription agreement.

### Chapter 6 Charges

#### Article 15 (Charges)

The charges for SpinNet Service (hereinafter called "the Charges") shall consist of the following items. The actual amount shall be as described in Schedule 2. Further, Japanese consumption tax is included in all Charges outlined in Schedule 2. All charges conform to the Consumption Tax Law 108, 1988

| Item                | Description   |
|---------------------|---|
| Subscription fee    | Fee payable by the subscriber when the subscription agreement is made |
| Monthly service fee | Payable pursuant to Article 16 (Monthly Service Charge)               |
| Credit              | Payable pursuant to Article 17 (Cession of a Credit )                 |

#### Article 16 (Monthly Service Charge)

1. Under the SpinNet Service Agreement, a subscriber will be charged on a monthly basis from the date the subscriber registers for the SpinNet Service. The monthly charge when terminating the SpinNet Service is applied pursuant to Article 13 (Termination of the Subscription Agreement by SOFTBANK TELECOM).

2. When SpinNet Service is suspended pursuant to Article 21 (Suspension of Service), the subscriber shall pay the monthly service charge for each month during that period.

#### Article 17(Cession of a Credit)

1. The subscriber who has concluded the subscription agreement with KDDI in order to use voice communication service, accepts that SOFTBANK TELECOM take over the credits from KDDI and charges the subscriber based on their service terms and conditions. In this case, SOFTBANK TELECOM and KDDI will not require individual consent from voice communication service subscribers in order to assign this credit.

2. In the case of the preceding clause, SOFTBANK TELECOM considers any credit which is taken over from KDDI as the charge of the SpinNet service.

#### Article 18 (Method of Payment of Charges)

1. A subscriber shall pay the charges by credit card in such a manner that the charges payable will be debited against the subscriber's specified deposit account on the days of transfer specified in the regulations of the credit card company.

2. When the credit card specified by the subscriber for the payment of charges has been renewed or changed upon

agreement with the subscriber and the credit card company, the subscriber shall pay with the renewed or changed credit card.

#### Article 19(Overdue Interests)

In a case of failure to pay the service charge, etc. for SpinNet Service or any extra charge when it is due, the subscriber shall pay overdue interest at a rate of 14.5 percent per annum for the period of delay.

#### Article 20(Late Payment Charge)

In cases of unlawful avoidance of payment of the service charge, etc. for SpinNet Service, the subscriber shall pay, in addition to the amount avoided an extra charge equal to twice the amount avoided (not including consumption tax) plus consumption tax.

### Chapter 7 Suspension of Service

#### Article 21 (Suspension of Service)

1. If any of the following cases become applicable to the subscriber, SOFTBANK TELECOM may suspend the provision of SpinNet Service:

- (i) Cases in which the subscriber does not pay, when due, the service charge for SpinNet Service, any late payment charge, or overdue interest.
- (ii) Cases in which the subscriber, in using SpinNet Service, is judged by SOFTBANK TELECOM to have committed any of the prohibited acts stated in Article 22 (Prohibited Acts).
- (iii) Cases in which it is known that the subscriber has made a false statement in the application for subscription to SpinNet Service or in which the subscriber has committed an act that violates any of the provisions of this Agreement and that causes or is likely to cause interference in the execution of SOFTBANK TELECOM' business or trouble in SOFTBANK TELECOM' telecommunications facilities.

2. When SOFTBANK TELECOM intend to suspend the provision of SpinNet Service pursuant to the preceding paragraph, SOFTBANK TELECOM will notify the subscriber in advance of the reason, the date of suspension provision of the service, and the period of suspension. SOFTBANK TELECOM may terminate the subscriber's use of SpinNet Service without prior notice if we believe that the subscriber has violated any parts of this Service Agreement. SOFTBANK TELECOM will later notify the subscriber the reason, the date of suspension provision of the service, and the period of suspension. However, this may not be true in case of an emergency.

#### Article 22 (Prohibited Acts)

1. The following acts are prohibited when using SpinNet Service.

- (i) Acts that infringe or may infringe any intellectual property rights, including copyrights or trademark rights of SOFTBANK TELECOM or any third party.
- (ii) Acts that violate or may violate the assets or rights of privacy, or rights of images of SOFTBANK TELECOM or any other third party.
- (iii) Acts that improperly discriminate, slander, harass, insult any third party, aid in improper discrimination against any third party, or degrade or intimidate any other third party.
- (iv) Acts that are in connection with or are highly likely to be connected to such crimes as fraud, abuse of controlled drugs, prostitution of minors, illegal sale and purchase of bank accounts and cellular phones.
- (v) Sending or displaying drawings, images, voice or documents, etc. that fall under indecency, underage pornography or abuse of children.
- (vi) Establishing a "pyramid scheme" or soliciting under such a scheme.
- (vii) Acts that put up an advertisement on lending money without permission for money lending business.
- (viii) Rewriting improperly or deleting information stored in SOFTBANK TELECOM equipment.
- (ix) Using SpinNet Service by masquerading as another third party.
- (x) Sending harmful computer programs such as viruses, or leaving these in a state that can be received by any third party.
- (xi) Sending Spam Mail.
- (xii) Operating a Website that uses Spam Mail as a means of soliciting customers.

- (xiii) Acts that harm or may harm the equipment, etc. of any third party or the use or management of equipment of SpinNet Service.
- (xiv) Making some person commit illegal gambling or soliciting participation in illegal gambling.
- (xv) Undertaking mediating or inducing (including requesting others to do so) illegal acts (transfer of guns, etc., improper manufacturing of explosives, offering of underage pornography, forgery of official documents, murder, blackmail, etc.).
- (xvi) Transmitting cruel information such as images of murder scenes, information of images of killing or abuse of animals, or any other information that creates a significant sense of hatred in a third party in the societal conception to an unspecified large number of people.
- (xvii) Inducing or soliciting others to commit suicide, or introducing means of suicide that is highly likely to cause harm to a third party.
- (xviii) Linking in a form or for the purpose of leading to an action that falls under any one of the preceding items with awareness of that fact.
- (xix) Assisting unspecified persons in posting information that is connected to or is highly likely to be connected to crimes or illegal actions, or information that improperly slanders, harasses, insults third parties or infringes their rights of privacy.
- (xx) Acts of obtaining IDs, passwords and other similar information of a third party by means of Website or email, etc. making use of mistake, etc. of the person to whom such information belongs against the will of the person, or acts that may lead to such acts.
- (xxi) Acts that create excessive loads on equipment pertaining to SpinNet Service by causing communication volume beyond the standards separately set by SOFTBANK TELECOM, or acts that interfere or may interfere in the use or management of SpinNet Service.
- (xxii) Any other act that violates or may violate laws and regulations, or that is judged by SOFTBANK TELECOM to be contradictory to public order or morality, or to infringe the rights of a third party.

2. SOFTBANK TELECOM reserves the right to examine whether the subscriber is licensed under Sexual Business Law. When the subscriber is licensed to provide sexual materials under Sexual Business Law, and SOFTBANK TELECOM permits this act using SpinNet Service, SOFTBANK TELECOM will waive Article 22 (xv). However, violation against other Prohibited Acts will result in termination or suspension of the SpinNet service in accordance with Article 21 (Suspension of Service)

3. Violation against any Prohibited Acts listed above will result in termination or suspension of the SpinNet service in accordance with Article 21 (Suspension of Service). The subscriber agrees that SOFTBANK TELECOM may charge the cost of SOFTBANK TELECOM' actual damages to the extent such damages can be reasonably calculated.

#### Article 23 (Interruption of Service)

1. In any of the following cases, SOFTBANK TELECOM may interrupt the provision of SpinNet Service.
  - (i) Cases in which interrupting the provision of SpinNet Service cannot be avoided in performing maintenance or other work on SOFTBANK TELECOM' telecommunications facilities
  - (ii) Cases in which the provision of SpinNet Service is suspended pursuant to Article 25 (Restriction of the Use of Communications)
  - (iii) Cases in which it has become difficult for us to provide SpinNet Service because Telecommunications Carriers who own independent telecommunications facilities have suspended provision of telecommunications services
2. When SOFTBANK TELECOM intends to interrupt the provision of SpinNet Service pursuant to the preceding paragraph, SOFTBANK TELECOM will so notify the subscriber in advance except in the case of an emergency.

#### Article 24 (Disuse of Service)

1. In any of the cases, SOFTBANK TELECOM may disuse the provision of SpinNet Service:
2. When SOFTBANK TELECOM intend to disuse the provision of SpinNet Service pursuant to the preceding paragraph, SOFTBANK TELECOM will so notify the subscriber 3 months in advance of the disuse of SpinNet Service in written form.

#### Article 25 (Restriction of the Use of Communications)

1. 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, SOFTBANK TELECOM may restrict or suspend the provision of SpinNet Service in order to give priority to communications that need to be handled preferentially in the public interest.
2. When a subscriber sends email communications without using SOFTBANK TELECOM's mail servers, these emails may not be received by the intended recipients.
3. With respect to communications pertaining to emails inbound to email addresses used by subscribers, SOFTBANK

TELECOM will preferentially handle emails other than those inbound from IP addresses determined to be senders of spam mail by a separately specified means that makes use of the IP addresses from which the relevant emails were sent.

4 We shall restrict an access to websites or images (still or dynamic), based on a Child Pornography address list (\*).

(\*). The child pornography address list set forth in Paragraph (4) shall be a Child Pornography address list that Internet Content Safety Association provides.

#### Article 26 (Disconnect of the Use of Session)

On the first day of every month, as part of SOFTBANK TELECOM' regular maintenance program, it will be necessary to disconnect temporarily all sessions connected to NTT East or NTT West FLET'S ISDN, FLET'S ADSL, B FLET'S, FLET'S HIKARI PREMIUM and FLET'S HIKARI NEXT.

### Chapter 8 Miscellaneous Provisions

#### Article 27 (Confidentiality)

1. SOFTBANK TELECOM hereby pledge that SOFTBANK TELECOM will not leak or divulge to any third party any of the subscriber's business secrets, including communications secrets, that SOFTBANK TELECOM may come to know in the execution of SOFTBANK TELECOM' obligations under the subscription agreement.

2. SOFTBANK TELECOM is not bind to the provisions of the preceding paragraph, if SOFTBANK TELECOM is asked to provide any personal information by Court orders based on Criminal Litigation Law, Communication Interception Law, or regulations of other laws.

#### Article 28 (Settlement of Charges for Unavailability of Service)

1. In cases where SOFTBANK TELECOM is obligated to provide SpinNet Service, if the service becomes totally unavailable due to a cause imputable to SOFTBANK TELECOM' responsibility and if from the time SOFTBANK TELECOM knew of that fact, the service continues to be unavailable for a period of at least twelve (12) hours, SOFTBANK TELECOM will, as demanded by the subscriber, refund an amount obtained by multiplying one-sixtieth (1/60) of the monthly service charge by a quotient (discarding any fractional portion) derived by the number of hours from the time when SOFTBANK TELECOM knew of the fact of the total unavailability up to the time when SpinNet Service became available again divided by twelve (12). However, if the subscriber does not demand the refund within ninety (90) days after it becomes possible to do so, the subscriber shall forfeit this right.

2. Not with standing the provisions of the preceding paragraph, if SpinNet Service becomes totally unavailable to the subscriber for a reason originating in the telecommunications facilities of the Telecommunications Carriers who own independent telecommunications facilities or affiliated carrier, the refund mentioned in the preceding paragraph shall be made within the limits of the monetary compensation agreed to be made by the Telecommunications Carriers who own independent telecommunications facilities or affiliated carrier to SOFTBANK TELECOM.

#### Article 29 (Scope of Compensation for Damage)

Except in the cases mentioned in Article 28 (Settlement of Charges for Unavailability of Service), SOFTBANK TELECOM will not assume any responsibility towards the subscriber with regard to the provision of SpinNet Service.

#### Article 30 (Obligations of the Subscriber)

1. The subscriber shall be responsible for managing the login name and the password issued by SOFTBANK TELECOM. In cases where the subscriber forgets the login name or password or it is stolen, the subscriber shall promptly so report to SOFTBANK TELECOM.

2. When communicating through other networks, domestic or overseas, the subscriber shall observe the rules of all those networks. In particular, the subscriber must note that research networks cannot be used for profit-making purposes.

3. For reproducing, reselling, or using in any other manner any information obtained from SpinNet Service, the subscriber shall obtain the prior consent of both the copyright holder and SOFTBANK TELECOM.

4. Operation of newsgroups:

(i) With regard to any information managed by SOFTBANK TELECOM in newsgroups on SpinNet Service, the subscriber may not, without the consent of the senders, copy any of the information made public on the system to

other media. In the handling of information and other items, the subscriber shall observe the guidelines of each newsgroup.

(ii) In any of the following cases, SOFTBANK TELECOM may delete an article contributed by the subscriber:

- 1) Cases in which SOFTBANK TELECOM judge that the contents of the article constitute a prohibited act as mentioned in Article 22 (Prohibited Acts)
- 2) Cases in which a specified period has passed since the article was contributed
- 3) Cases in which SOFTBANK TELECOM judge the article to be inappropriate
- 4) When SOFTBANK TELECOM have deleted a contributed article, SOFTBANK TELECOM will not be held responsible for disclosing the reason there of.

(iii) Newsgroup service is not available for e-Access connection service for individual terminal users.

5. In the case of discovering any irregularity while using SpinNet Service, the subscriber should report it to SOFTBANK TELECOM without delay. (Access to SpinNet Services provided by SOFTBANK TELECOM' affiliated companies)

#### Article 31 (Information by E-mail)

1. The subscriber will approve in receiving E-Mails from SOFTBANK TELECOM concerning SOFTBANK TELECOM,

or information provided by third party business partners, etc. relating to SpinNet Service (commercial and advertisements included).

2. The subscriber can discontinue or resume receiving E-mails concerning the preceding paragraph by notifying SOFTBANK TELECOM.

#### Article 32 (Technical Matters and Technical Data)

1. Basic technical matters concerning SpinNet Service shall be as described in Schedule 3.

2. Separately from this Agreement, SOFTBANK TELECOM will prepare technical materials describing detailed technical matters that will be of help to the subscriber in the use of SpinNet Service and SOFTBANK TELECOM will make those technical materials available at specified offices of SOFTBANK TELECOM.

3. At the request of the subscriber, SOFTBANK TELECOM may provide SpinNet Service under conditions other than the technical conditions mentioned in the preceding two paragraphs. In such cases, SOFTBANK TELECOM will consult with the subscriber regarding those conditions.

#### Article 33 (Exemption from Responsibility)

1. If a third party causes any damage to the subscriber or a third party by dishonestly using SpinNet Service through, for example, the dishonest use of a login name, SOFTBANK TELECOM will assume no responsibility at all for the damage.

2. If, when installing a subscriber line on the subscriber's side, a network connection unit, or circuit terminating equipment, SOFTBANK TELECOM causes some damage to the subscriber's land, buildings, other structures, or the like, if it is for an unavoidable reason, SOFTBANK TELECOM will assume no responsibility for compensating for the damage.

3. SOFTBANK TELECOM will not accept any demand made by the subscriber with respect to the use of SpinNet Service if it is made ninety (90) days after the occurrence of the reason for the demand.

4. While SOFTBANK TELECOM will endeavor to carry out complete operation of SpinNet Service, SOFTBANK TELECOM will be exempt from responsibility for any damage that may be caused to the subscriber by suspension, interruption, etc. of SpinNet Service.

5. SOFTBANK TELECOM does not guarantee the accuracy, integrity, or usefulness of the information obtained by the subscriber from SpinNet Service. SOFTBANK TELECOM does not assume any responsibility for any damage that the subscriber may suffer from the use of SpinNet Service.

6. If the subscriber causes any damage to other subscribers or a third party through the use of SpinNet 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.

7. SOFTBANK TELECOM will assume no responsibilities whatsoever other than those provided for in this Agreement with regard to the provision of SpinNet Service.

8. Mail/Web Virus Check Service does not guarantee the complete scan or removal of Computer Viruses attached to e-mails or Web site.

9. SOFTBANK TELECOM is not liable for any costs or damages caused by Computer Viruses to subscriber or third

parties.

10. SOFTBANK TELECOM may delete emails in cases when Mail Virus Check Service servers, Spam Mail Filtering Service and Mail Filtering Service are overloaded.

11 Spam Filtering Service does not guarantee the complete scan or filtering of Spam mails.

12 SOFTBANK TELECOM is not liable for any costs or damages caused by Spam Mail to subscriber or third parties.

13 The company makes no warrant that URL Filtering in connection with URL Virus Checking function, etc. will block all web sites designated from viewing.

#### Article 34 (Special Agreement)

Any special agreement stipulated separately for each service is set forth below:

| Category of Service                                       | Correspond Agreement |
|---|----------------------|
| e-Access connection service for individual terminal users | Attachment 1         |

#### Article 35 (Arbitration)

Any dispute arising out of or related to this Agreement and the Services shall be complied with rules and regulations established and governed by The Second Tokyo Bar Association Arbitration Center (“Center”) in Japan. Settlement of a dispute assessed by an arbitrator assigned by the Center shall be final and binding upon SOFTBANK TELECOM and subscriber.

#### Article 36 (Use of Personal Information)

1. The SOFTBANK TELECOM Privacy Policy was established to accomplish the following objectives regarding the use of customers’ personal information (Personal information is any information that may be used to identify an individual, including first and last name, date of birth, telephone number, and any other account numbers or signs which could be used to identify the individual.)

(i) to be able to handle enquiries from customers, to be able to explain our company’s procedures to customers, and to allow the company to conduct business in a normal fashion.

(ii) to enable the company to calculate customer charges

(iii) to enable the company to send invoices

(iv) to enable the company to carry out market research and analysis

(v) to offer customers information on campaign, product and service of SOFTBANK TELECOM and other companies

(vi) to provide necessary information to NTT East, NTT West and other telecommunications providers in order to provide connection services to customers  
ruses or any other harmful programs.

(vii) to notify customers of changes to their services, and of important changes in the telecommunications industry

(viii) to enable the company to carry out and inform customers of construction and maintenance of its telecommunications services, and network.

2. In cases where customers’ personal information is given to partner companies of SOFTBANK TELECOM the following objectives,. Partner companies will also respect all legal requirements concerning the protection of personal information.

(i) to enable the (i) to (v), and (vii) above will be followed by these partner companies.

(ii) to apply the Service (Discount service or claim on addition) of SOFTBANK TELECOM and partner companies of SOFTBANK TELECOM.

3. In the case of 2, the SOFTBANK TELECOM Information Asset Management department will take responsibility for the protection of customer’s personal information.

4. Customers agree to allow SOFTBANK TELECOM to use their personal information in the ways outlined in 1-3 above.

5. SOFTBANK TELECOM will define partner companies in “Action Guidelines for Protecting Personal Information”.

#### Supplementary provision

1.

This Agreement is established December 5, 1996

This Agreement is revised March 22, 2000

This Agreement is revised May 11, 2000  
This Agreement is revised August 15, 2000  
This Agreement is revised October 2, 2000  
This Agreement is revised March 1, 2001  
This Agreement is revised March 20, 2001  
This Agreement is revised March 26, 2001  
This Agreement is revised June 1, 2001  
This Agreement is revised June 5, 2001  
This Agreement is revised October 1, 2001  
This Agreement is revised December 25, 2001  
This Agreement is revised May 15, 2002  
This Agreement is revised August 13, 2002  
This Agreement is revised September 2, 2002  
This Agreement is revised March 18, 2003  
This Agreement is revised May 1, 2003  
This Agreement is revised July 1, 2003  
This Agreement is revised August 8, 2003  
This Agreement is revised September 29, 2003  
This Agreement is revised November 1, 2003  
This Agreement is revised December 17, 2003  
This Agreement is revised April 1, 2004  
This Agreement is revised May 26, 2004  
This Agreement is revised August 2, 2004  
This Agreement is revised October 27, 2004  
This Agreement is revised February 2, 2005  
This Agreement is revised March 1, 2005  
This Agreement is revised April 1, 2005  
This Agreement is revised April 20, 2005

2.

AT&T WorldNet Service will become JENS SpinNet Service as a part of this Agreement as of October 1, 2001. Subscribers, who contracted with AT&T WorldNet Service before October 1, 2001, will not be required to renew this Agreement

3.

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

(Interim Measures with regard to JENS SpinNet Service)

1.

Any person who applies for subscription to JENS SpinNet Service Agreement (except for subscribers to e-Access connection service for individual terminal user) between October 8, 2005 and November 30, 2005 by the application method as provided by JAPAN TELECOM shall not be required to make payment of monthly service charges (only those relating to Basic Service) as set forth in Schedule 2 (Charges and Methods for Calculation), when JAPAN TELECOM accepts such application and commences JENS SpinNet Service, for the billing month in which the date of commencement of services provision falls, notwithstanding the provisions of Article 16 (Monthly Service Charge).

(Interim Measure with regard to Payment of Charges)

2.

Telecommunications Services charges or any other obligations which were paid or should have been paid before this revision shall be as hitherto.

#### Additional Rules

(Enforcement time)

This Agreement is revised June 1, 2006

#### 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.

Additional Rules

(Enforcement time)

1.

This Agreement is revised April 23, 2007

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1.

This Agreement is revised November 6, 2007

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1.

This Agreement is revised January 8, 2008

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules

(Enforcement time)

1.

This Agreement is revised May 8, 2008

Additional Rules

(Enforcement time)

1.

This Agreement is revised May 9, 2008

Additional Rules

(Enforcement time)

1.

This Agreement is revised October 1, 2008

Additional Rules

(Enforcement time)

1.

This Agreement is revised December 1, 2008

Additional Rules

(Enforcement time)

1.

This Agreement is revised December 15, 2008

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised January 5, 2009

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised February 1, 2009
- 2  
Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised April 20, 2009

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised October 1, 2009

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised April 1, 2010

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised May 20, 2010

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised June 1, 2010

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised June 1, 2010

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised October 1, 2010
- 2  
Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

Additional Rules  
(Enforcement time)

1.  
This Agreement is revised November 1, 2010

Additional Rules

(Enforcement time)

1.

This Agreement is revised April 21, 2011

Additional Rules

(Enforcement time)

1.

This Agreement is revised January 1, 2012

2

Telecommunications services fees and other liabilities that have been paid or were to have been paid before implementation of this revision shall be in accordance with the previous conditions.

## Attachment 1 Special Agreement for e-Access connection service

### 1. Provisions

- (1) SOFTBANK TELECOM provides e-Access connection service in accordance with this special agreement.
- (2) The provisions concluded in SpinNet service agreement shall be applied for provision of this service with the exception of the clauses in this special agreement.
- (3) The special agreement takes precedence over SpinNet service agreement in case it provides different regulations.

### 2. Terminological Definition

- (1) The terms utilized in this special agreement shall be defined as follows.

| Term                                    | Definition   |
|---|--|
| Broadband communication network service | Telecommunication service provided by e-Access Corporation (hereinafter called "e-Access") based on "the contract clause for broadband communication network service - end user version -" |

- (2) The terminological definition in SpinNet service agreement shall be effective in this special agreement.

### 3. Consent of contract application

- 1) This agreement will take effect when e-Access confirms the application of broadband communication network service defined in the preceding item, and SOFTBANK TELECOM, the application prescribed in the SpinNet service agreement.
- 2) This agreement will take effect when KDDI confirms the application of the Voice Communication service previously defined, and SOFTBANK TELECOM, the application prescribed in the SpinNet service agreement.

### 4. Account Billing Start Date

- (1) Service start date of e-Access connection service is the date which SOFTBANK TELECOM determines service is available for usage (hereinafter called "billing start date").
- (2) If the subscriber subscribes to e-Access connection service and SpinNet service simultaneously, the billing start date for e-Access connection service will also become the service start date for the SpinNet service.

### 5. Change in Contract

The items which users are allowed to change in the contract are following.

- (1) Type of e-Access connection service
- (2) The address of the place where e-Access connection service is utilized.
- (3) Telephone number of the subscribed line.
- (4) Other items specified by SOFTBANK TELECOM

### 6. Modem Equipment

- (1) The subscribers of e-Access connection service have the right to request for install work of the modem equipment by the undertaker assigned by e-Access (hereinafter called "modem installation").
- (2) The subscribers are only allowed to utilize the rental modem equipment (hereinafter called "rental").
- (3) In case of modem rental, the subscribers should return the rental modem equipment when they terminate the contract in accordance with SOFTBANK TELECOM regulation. However all expenses for returning the equipment shall be paid by the subscribers.
- (4) In case of modem rental, subscribers will need to exchange the current equipment for new equipment when adding the Voice Communication Service, changing connection speed, and when adding additional services such as Wireless LAN. All expenses for the equipment exchange, including postal fees and handling charges, should be paid by the subscribers.
- (5) In case of modem rental, the subscribers shall notify SOFTBANK TELECOM if the modem equipment is lost or damaged, and the equipment shall be exchanged in accordance with SOFTBANK TELECOM regulation.

However all expenses for the exchange should be paid by the subscribers.

7. Termination of the contract by the subscribers

(1) The subscriber may use e-Access connection service on monthly basis counting from the account billing start date. The billing period for the eAccess connection service is a monthly cycle, starting from the billing start date. The subscribers shall notify SOFTBANK TELECOM by the methods specified by SOFTBANK TELECOM no later than 10 days prior to the requested cancellation date in case they wish to terminate e-Access connection service.

(2) Apart from the regulation in (1), the subscribers are allowed to terminate the contract without paying initial costs or monthly service fee when they inform SOFTBANK TELECOM by the methods specified by SOFTBANK TELECOM before the billing start date. However the other fees prescribed by NTT East, NTT West or e-Access shall be required.

8. Optional charges apart from subscription fee and monthly service fee

The other charges paid by subscribers apart from subscription fee and monthly service fee are following.

(1) Initial Fee

| Category                     | Amount                                 |
|------------------------------|--|
| Modem Equipment Installation | 15,750 yen<br>(15,000 yen without tax) |

Remarks: Above amount does not include any construction fees based on the contract with NTT East or NTT West.

(2) The charges for change in contract item

| Changed Item                                   | Amount                               |
|--|--------------------------------------|
| Service Type Change                            | 3,150 yen<br>(3,000 yen without tax) |
| Line Class Change                              | 3,150 yen<br>(3,000 yen without tax) |
| Address Change                                 | 3,150 yen<br>(3,000 yen without tax) |
| Telephone number of the subscribed line change | 3,150 yen<br>(3,000 yen without tax) |
| Modem exchange                                 | 3,150 yen<br>(3,000 yen without tax) |

Remarks: Above amount does not include any construction fees based on the contract with NTT East or NTT West.

(3) The charges for additional construction works

| Category                      | Amount                               |
|-------------------------------|--------------------------------------|
| Line Replacement Construction | 8,400 yen<br>(8,000 yen without tax) |
| Uninstall of bridge tap       | 9,450 yen<br>(9,000 yen without tax) |
| Replacement of protector      | 8,400 yen<br>(8,000 yen without tax) |

Remarks: 15,750 yen (15,000 yen without tax) shall be added to above amount if subscribers request Line Replacement Construction or Uninstall of Bridge Tap.

## Schedule 1      Service Area

1. SpinNet service area for the FLET'S ISDN service is limited to the areas where NTT East and NTT West offer the FLET'S ISDN service
2. SpinNet service area for the FLET'S ADSL service is limited to the areas where NTT East and NTT West offer the FLET'S ADSL service
3. SpinNet service area for the B FLET'S Basic Type and Mansion Type services is limited to the areas where NTT East and NTT West offer the B FLET'S Basic Type and Mansion Type services
4. SpinNet service area for the B FLET'S Hyper Family Type and New Family Type services is limited to the areas where NTT East offers the B FLET'S Hyper Family Type and New Family Type services.
5. SpinNet service area for the B FLET'S Family 100 Type service is limited to the areas where NTT West offers the B FLET'S Family 100 Type service
6. SpinNet service area for the FLET'S HIKARI PREMIUM Family Type and Mansion Type services are limited to the areas where NTT West offers the FLET'S HIKARI PREMIUM Family Type and Mansion Type services.
7. SpinNet service area for the FLET'S HIKARI NEXT Family Type and Mansion Type services are limited to the areas where NTT East and NTT West offers the FLET'S HIKARI NEXT Family Type and Mansion Type services.
8. SpinNet service area for the FLET'S HIKARI NEXT Family High Speed Type and Mansion High Speed Type services are limited to the areas where NTT East and NTT West offers the FLET'S HIKARI NEXT Family High Speed Type and Mansion High Speed Type services.
9. Service area is limited to the areas below for e-Access Broadband Communication Network Service users
  - Nationwide area in which e-Access Corporation offers Broadband Communication Network Service
10. Service area is limited to the areas below for AIR-EDGE users
  - Nationwide area in which WILLCOM, Inc. offers AIR-EDGE
11. SpinNet service area for the FLET'S Spot service is limited to the areas where NTT East and NTT West offer the FLET'S Spot service
12. SpinNet service area for the BB Mobile Point is limited to the areas where SOFTBANK TELECOM offers the BB Mobile Point service

Schedule 2 Charges and Methods of Calculation

1. Subscription Fee

1-1. Basic Service (all prices are inclusive of Japanese consumption tax)

| Category  | Unit             | Amount                       |
|---|------------------|------------------------------|
| Dial-up connection service for individual terminal user | Per Subscription | 0 yen<br>(0 yen without tax) |

1-2. Additional Connection Service (all prices are inclusive of Japanese consumption tax)

| Category  | Unit             | Amount                               |
|---|------------------|--------------------------------------|
| FLET'S ISDN connection service for individual terminal user           | Per Subscription | 0 yen<br>(0 yen without tax)         |
| FLET'S ADSL connection service for individual terminal user           | Per Subscription | 0 yen<br>(0 yen without tax)         |
| B FLET'S connection service for individual terminal user              | Per Subscription | 0 yen<br>(0 yen without tax)         |
| FLET'S HIKARI PREMIUM connection service for individual terminal user | Per Subscription | 0 yen<br>(0 yen without tax)         |
| FLET'S HIKARI NEXT connection service for individual terminal user    | Per Subscription | 0 yen<br>(0 yen without tax)         |
| e-Access connection service for individual terminal user              | Per Subscription | 3,150 yen<br>(3,000 yen without tax) |

2. Monthly Fee

2-1. Basic Service (all prices are inclusive of Japanese consumption tax)

| Category  | Unit             | Amount                               |
|---|------------------|--------------------------------------|
| Dial-up connection service for individual terminal user | Per Subscription | 2,100 yen<br>(2,000 yen without tax) |

2-2. Additional Connection Service (all prices are inclusive of Japanese consumption tax)

| Category  | Unit             | Amount                       |                                      |
|---|------------------|------------------------------|--------------------------------------|
| FLET'S ISDN connection service for individual terminal user           | Per Subscription | 0 yen<br>(0 yen without tax) |                                      |
| FLET'S ADSL connection service for individual terminal user           | Per Subscription | 0 yen<br>(0 yen without tax) |                                      |
| B FLET'S connection service for individual terminal user              | Per Subscription | Basic Type                   | 4,200 yen<br>(4,000 yen without tax) |
|   |                  | Hyper Family Type            | 525 yen<br>(500 yen without tax)     |
|   |                  | New Family Type              | 525 yen<br>(500 yen without tax)     |
|   |                  | Family 100 Type              | 525 yen<br>(500 yen without tax)     |
|   |                  | Mansion Type                 | 525 yen<br>(500 yen without tax)     |
| FLET'S HIKARI PREMIUM connection service for individual terminal user | Per Subscription | Family Type                  | 525 yen<br>(500 yen without tax)     |
|   |                  | Mansion Type                 | 525 yen<br>(500 yen without tax)     |
| FLET'S HIKARI NEXT connection service for individual terminal user    | Per Subscription | Family Type                  | 525 yen<br>(500 yen without tax)     |
|   |                  | Mansion Type                 | 525 yen<br>(500 yen without tax)     |
|   |                  | Family High Speed Type       | 525 yen<br>(500 yen without tax)     |

|   |                  |                         |                                    |                                       |
|---|------------------|-------------------------|------------------------------------|---------------------------------------|
|   |                  | Mansion High Speed Type | 525 yen<br>(500 yen without tax)   |                                       |
| e-Access connection service for individual terminal user (ADSL 1M Plan)   | Per Subscription |                         | 0 yen (0 yen without tax)          |                                       |
| e-Access connection service for individual terminal user (ADSL Plus Plan)<br>(ADSL Plus II Plan)                  | Per Subscription |                         | 1,659yen (1,580 yen without tax)   |                                       |
| e-Access connection service for individual terminal user (ADSL Plus Q Plan)<br>(ADSL 47M Plan)<br>(ADSL 50M Plan) | Per Subscription |                         | 1,974 yen ( 1,880 yen without tax) |                                       |
| e-Access connection service for individual terminal user (Line Usage Fee to NTT East or NTT West.)                | Per Subscription | Type I                  | NTT West area                      | 165 yen<br>(158 yen without tax)      |
|   |                  |                         | NTT East area                      | 173 yen<br>(165 yen without tax)      |
|   |                  | Type II                 | NTT West area                      | 1,454 yen<br>( 1,385 yen without tax) |
|   |                  |                         | NTT East area                      | 1,525 yen<br>(1,453 yen without tax)  |

2-3. Supplementary Connection Service (all prices are inclusive of Japanese consumption tax)

| Category   | Unit             | Amount                       |
|--|------------------|------------------------------|
| AIR-EDGE connection service for individual terminal users        | Per Subscription | 0 yen<br>(0 yen without tax) |
| FLET'S Spot connection service for individual terminal users     | Per Subscription | 0 yen<br>(0 yen without tax) |
| BB Mobile Point connection service for individual terminal users | Per Subscription | 0 yen<br>(0 yen without tax) |

2-4. Supplementary Service (all prices are inclusive of Japanese consumption tax)

| Category  | Unit             | Amount                       |
|---|------------------|------------------------------|
| Mail Virus check service for individual terminal users    | Per Subscription | 0 yen<br>(0 yen without tax) |
| Spam Mail Filtering Service for individual terminal users | Per Subscription | 0 yen<br>(0 yen without tax) |
| Mail Filtering Service for individual terminal users      | Per Subscription | 0yen<br>(0 yen without tax)  |
| Web Filtering Service for individual terminal users       | Per Subscription | 0yen<br>(0 yen without tax)  |

2-5. Equipment Rental (all prices are inclusive of Japanese consumption tax )

| Category  | Type   | Unit             | Amount                           |
|---|--------|------------------|----------------------------------|
| Modem for e-Access connection service for individual terminal user                      | Type 1 | Per Subscription | 525 yen<br>(500 yen without tax) |
|   | Type 2 | Per Subscription | 525 yen<br>(500 yen without tax) |
| Modem with voice capability for eAccess connection service for individual terminal user | Type 1 | Per Subscription | 819 yen<br>(780 yen without tax) |
|   | Type 2 | Per Subscription | 819 yen<br>(780 yen without tax) |

|  |        |                  |                                     |
|--|--------|------------------|-------------------------------------|
| Modem with voice and wireless LAN capability for eAccess connection service for individual terminal user | Type 1 | Per Subscription | 1,533 yen<br>(1,460yen without tax) |
|  | Type 2 | Per Subscription | 1,533 yen<br>(1,460yen without tax) |

### 3. Calculation Method

In cases where the charges paid by the subscriber, as outlined in Article 15 (Charges), total a fraction of 1 yen, these charges will be rounded down. In these cases, there may be a slight difference between the listed service price and the actual amount billed.

## Schedule 3 Basic Technical Matters

### 1. Physical Condition, Mutual Connection Circuit and Electrical Property

#### 1-1. Basic Service

| Kind of Line | Physical Condition                           | Mutual Connection Circuit          | Electrical Property                |
|--------------|--|------------------------------------|------------------------------------|
| PSTN         | 25pin Connector Based on ISO Standard IS2110 | Based on ITU-T Recommendation V.24 | Based on ITU-T Recommendation V.28 |

#### 1-2. Additional Connection Service

Based on Service Agreement of Telecommunications Carriers who own independent telecommunications facilities or affiliated company

### 2. Type of Basic Communication Protocol

TCP/IP