

LGWAN Connect Service Terms and Conditions

Article 1 (Application of Terms and Conditions)

1. These LGWAN Connect Service Terms and Conditions of (these “Terms and Conditions”) are the Terms and Conditions by Service applicable to the Basic Service, “LGWAN Connect Service” (the “Basic Service”) and its Optional Services (collectively, the “Services”) which SAKURA internet Inc. (the “Company”) provides.
2. The user of the Services (the “User”) shall observe the Basic Terms and Conditions which the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Contents of the Services)

1. The Services are the services providing the local government wide area network (LGWAN) using the LGWAN-ASP Connection Services of Hokkaido Telecommunication Network Co., Inc. as communication lines when providing various application or information contents to local governments.
2. Details of the contents of the Services shall be as set forth in the Service Site or the service specifications (the “Service Specifications”) which the Company separately provides.

Article 3 (Application for Use)

1. Only a person who uses the Company’s other services designated by the Company (the “Target Services”) or a person who concurrently applies for the Target Services may apply for the Services by submitting an application form prescribed by the Company (the “Application Form”). The Company shall not accept the application for use of the Services from an applicant who does not use the Target Services and does not concurrently apply for the Target Services, and in this case, the provisions of the application in the Basic Terms and Conditions shall apply mutatis mutandis.
2. The Target Services shall be set forth in the Service Site, the Service Specifications or the Application Form.
3. With respect to the Services, in addition to the application for the Services themselves, it is necessary to separately make prescribed application to Japan Agency for Local Authority Information Systems and undergo an examination. The User shall make the relevant application to Japan Agency for Local Authority Information Systems via the Company.

Article 4 (Transfer, etc. of Status, etc. under the Use Contract)

1. Notwithstanding the provisions of the transfer, etc. of status, etc. under the Use Contract in the Basic Terms and Conditions, the User may not, in any case, transfer or provide as

[English Translation]

collateral all or part of its status or rights under the Use Contract for the Services to a third party or cause a third party to take over all or part of the status or obligations under the relevant Use Contract (the “Transfer, etc.”).

2. If the User, pursuant to the provisions of transfer, etc. of status, etc. under the Use Contract in the Basic Terms and Conditions and the Terms and Conditions by Service for the Target Services in use (the “Target Services in Use”), Transfers, etc. all or part of its status or rights under the Use Contract of the relevant Target Services in Use, then the Use Contract for the Services shall terminate at the same time as the relevant Transfer, etc. in principle.

Article 5 (Minimum Use Period)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period for the Basic Service shall begin on the use start date and end on the last day of the month in which 12 months have elapsed since the use start date.
2. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period for the optional services shall begin on the use start date of the relevant optional services and end on the last day of the month in which 12 months have elapsed since the use start date.
3. The initial fee for the Basic Service shall constitute part of the Usage Fees of the Basic Service. Accordingly, if the Company terminates the Use Contract during the minimum use period, the initial fee which has been already paid shall not be refunded in accordance with the provisions of termination of the Use Contract during the minimum use period in the Basic Terms and Conditions.

Article 6 (Upper-Level Terms of Use)

1. The User shall comply with the latest “Terms of Use of LGWAN-ASP Connection Service” which Hokkaido Telecommunication Network Co., Inc. sets forth at the time the User is using the Services.

Article 7 (Termination)

1. Even during the contract period, after the minimum use period has elapsed, the User may, by notifying the Company within a period from the 1st day to the 20th day of every month, terminate the Use Contract effective as of the last day of the month following the month in which the User gave the notice, or, by notifying the Company within a period from the 21st day to the last day of every month, effective as of the last day of the month two (2) months following the month in which the User gave the notice ; provided, however, that if the User has already paid all or part of the fees for the period from the month following the month to

[English Translation]

which the termination date belongs, the termination shall become effective on the last day of the period for which the User has paid the Usage Fees.

2. If the Use Contract for the Basic Service terminates, the optional services covered by the relevant Use Contract shall automatically terminate as well.

Article 8 (Changes to or Discontinuation of Contents of Services)

1. The Company may change or discontinue the contents of the Services due to dissolution of Hokkaido Telecommunication Network Co., Inc. or circumstances such as changes to or discontinuation of the contents of LGWAN-ASP Connection Service by Hokkaido Telecommunication Network Co., Inc. The Company will make efforts to notify the User of these changes or discontinuation without delay, but the Company shall not assume any liability for the relevant changes or discontinuation or delay in the relevant notification.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the LGWAN Connect Service Terms and Conditions which applied on and after December 11, 2019, and shall apply on and after May 8, 2020 pursuant to the provisions of amendment to the terms and conditions in the Basic Terms and Conditions.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated May 8, 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 original Japanese Terms and Conditions as well.]