

## SAKURA internet Partner Network for IoT Terms and Conditions

### Article 1 (Applications of Terms and Conditions)

1. These SAKURA internet Partner Network for IoT Terms and Conditions (these “Terms and Conditions”) shall apply to persons (the “Partner”) who are registered with the SAKURA internet Partner Network for IoT (the “Program”) that SAKURA internet Inc. (the “Company”) provides to business operators that utilize an IoT platform service, “sakuro.io” (the “sakura.io”) aiming for the development of their business along with the expansion of business of sakura.io.

### Article 2 (Application for Program)

1. A business operator who desires to be registered with the Program shall apply for the registration by filling in the necessary matters on the application screen of the Program available at the website or webpage describing the explanation of the Program that the Company manages (the “Service Site”) and then sending the application screen to the Company (the business operator who files the application shall be referred to as the “Applicant”).
2. Notwithstanding the preceding paragraph, the Company may permit a business operator to apply for registration by a document or other means that the Company designates.
3. The Program has set the classes of the Partner. A business operator upon application shall choose any of the classes of the Partner that the Company separately set.
4. The Company shall separately set forth the contents and details of classes of the Partner and provide them in the Service Site or in materials that the Company separately prepares.

### Article 3 (Completion of Registration)

1. The Company conducts a screening, which the Company prescribes, of the application for registration set forth in the preceding Article.
2. The Company shall notify the Applicant of a result of the screening set forth in the preceding paragraph in a manner that the Company prescribes. The Applicant will be registered as the Partner of the Program at the time when the Company sends a notice that the Applicant has passed the screening.

### Article 4 (Registration Fee)

1. The registration fee of the Program is free of charge.

### Article 5 (Activities of Partner in the Program)

1. The Partner shall actively conduct the following activities as the contents of the Program on its own responsibility and at its own expense; provided, however, that the specific contents of activities shall vary by the class of the Partner, and the Company shall separately prescribe the details and provide them in the Service Site or materials that the Company separately prepares.
  - (1) Advertising activities announcing that it is a Partner of the Program;
  - (2) Technology development and consultation utilizing or relating to sakura.io;
  - (3) Connecting its own software, etc. to sakura.io;
  - (4) Promotion activities or sales activities of the sakura.io or sakura.io Product Line;
  - (5) Other matters which the Company requests the Partner to conduct and the Partner accepts.
2. Upon request from the Company, the Partner shall promptly report the implementation status of the activities set forth in the preceding paragraph and its achievements.
3. With respect to the activities set forth in Paragraph 1 and their achievements, the Partner shall complete all necessary procedures for the approvals, permits and authorizations, etc. required under the laws and regulations or on the relationship with the Company on its own responsibility and at its own expense.
4. The Partner shall make an effort to fully understand the effort of the Company in sakura.io.

#### Article 6 (Support of the Company in the Program)

1. The Company shall provide the Partner with the following supports as the contents of the Program; provided, however, that the specific contents of supports shall vary by the class of the Partner and the Company shall separately prescribe the details and provide them in the Service Site or materials that the Company separately prepares.
  - (1) Cooperation to the promotion activities relating to sakura.io by the Partner.
  - (2) Provision of information on sakura.io.
  - (3) Licensing non-exclusive use right of trademarks or marks of the Company that the Company separately specifies (the "Trademarks, etc.").
  - (4) Other matters that the Company judges it appropriate to provide to the Partner.

#### Article 7 (Intellectual Property Rights, etc.)

1. Any intellectual property rights such as copyright (including rights stipulated in Articles 27 and 28 of the Copyright Act; the same shall apply hereinafter), trademark right, patent right, etc. relating to the Program, sakura.io or other services of the Company (those both in Japan and in any country other than Japan; collectively the "Intellectual Property Rights, etc.") or any other rights shall exclusively belong to the Company.

2. The Partner shall, in the use of the Trademarks, etc. pursuant to the provisions of Article 6, follow a brand guideline and other instructions of the Company.
3. The Partner shall grant the Company a non-exclusive and royalty-free license to use the trade name of the Partner, and trademarks and marks of the Partner which the Partner designates separately by affixing them to the website, pamphlets, materials introducing the Program or other materials for promotion to the extent necessary to implement the supports set forth in Article 6.
4. The Partner shall grant the Company a royalty-free license to use necessary rights so that the Company is able to use the corporate introductory sentences of the Partner that the Partners has prepared and submitted to the Company to the extent necessary to implement the supports set forth in Article 6. Further, the Partner shall not exercise the author's moral right pertaining to the corporate introductory sentences.
5. The Partner shall not violate the Intellectual Property Rights, etc. of the Company or any third party or cause any trouble, etc. in the activities in the Program.

#### Article 8 (Transfer, etc. of Status, etc. of the Partner)

1. The Partner may not transfer or provide as collateral its status or rights of the Partner to a third party or cause a third party to take over the status or obligations of the Partner without prior written consent of the Company.

#### Article 9 (Deletion of Registration)

1. If the Partner desires to delete the registration of the Program, it shall notify the Company through a procedure that the Company prescribes, and the Company shall delete the registration in the Program of the Partner upon receipt of such notice.
2. In addition to the cases in the preceding paragraph, the Company may delete the registration in the Program of the Partner without giving any notice or demand depending on the status of activities, etc. of the Partner.

#### Article 10 (Amendment to These Terms and Conditions)

1. The Company may amend these Terms and Conditions. The amended Terms and Conditions shall apply to the Partners who have already been registered in the Program as well.
2. If the Company amends these Terms and Conditions, it shall notify the Partner of the amendment by sending emails or posting it on the Service Site no later than seven (7) days before the amendment, or by sending emails and posting it on the Service Site, and the Company may select the way to notify.

#### Article 11 (Discontinuation of the Program)

1. The Company may discontinue the Program for due to inevitable business reason. In that case, the Company shall notify the Partner to that effect no later than one (1) month prior to the discontinuation; provided, however, that if the Company judges it as necessary to immediately discontinue the Program due to an order, disposition, request and the like by public agencies, the Company may discontinue the Program immediately without giving prior notice to the Partner.
2. If the Company discontinues the Program pursuant to the preceding paragraph, the Company shall not assume liability for compensation for damage that the Partner has incurred due to the discontinuation.

#### Article 12 (Confidential Information)

1. For the purpose of these Terms and Conditions, the confidential information shall mean the technical, business or other information relating to the business operation, which the Company has provided to the Partner or the Partner may come to know in the course of activities concerning the Program, and which is specified as confidential (including the information disclosed orally referring to its confidentiality); provided, however, that the above shall not apply to the information which the Partner can prove falls under any of the following items:
  - (1) Information that was known to the public at the time of disclosure;
  - (2) Information that was in the possession of the Partner at the time of disclosure;
  - (3) Information that became known to the public due to reasons not attributable to the Partner after disclosure;
  - (4) Information duly acquired from a third party without assuming confidentiality obligations after disclosure; or
  - (5) Information that the Partner independently developed regardless of whether before or after disclosure.
2. The Partner shall keep the confidential information confidential and shall not disclose or divulge it to any third party without obtaining the prior written consent of the Company; provided, however, that the foregoing shall not apply to the disclosure made upon the request from supervisory authorities or in accordance with the provisions of laws and regulations, but even in that case, the Partner shall notify the Company of the fact of the request of disclosure or the existence of disclosure obligations in advance, limit the scope of disclosure to the minimum extent, take legally available measures to keep it confidential and then disclose the confidential information.

3. The Partner shall only use, duplicate, modify and translate, etc. the confidential information to the extent necessary for the activities in the Program and may not use, duplicate, modify or translate, etc. for any other purposes without obtaining the Company's prior written consent.
4. The Partner shall have its employees who are involved in activities in the Program learn the existence of the confidential obligations set forth in these Terms and Conditions and ensure that its employees thoroughly comply with the confidential obligations by establishing appropriate internal rules and conducting internal company trainings. The Partner shall also ensure that its retired employees thoroughly comply with the confidential obligations for a certain reasonable period after their retirement.
5. The Partner shall, in handling the confidential information, take reasonable security countermeasures to prevent unauthorized access to the confidential information or loss, destruction, falsification and divulgence, etc. of the confidential information.
6. If any event or accident such as unauthorized access to the confidential information or divulgence, loss, destruction or falsification, etc. of the confidential information occurs, or it is objectively judged that such an event or accident is highly likely to have occurred, the Partner shall promptly report it to the Company and take necessary measures to minimize the damage caused by the accident on its own responsibility and at its own expense.
7. If the Partner deletes the registration in the Program or the registration is deleted for any reason whatsoever, the Partner shall return any materials or storage media that contains the confidential information that the Company provides and, with respect to the confidential information stored in storage media which is unable to bring, promptly delete it, and then submit a document proving the deletion to the Company. Further, if the Company requests the Partner to return or delete the confidential information during the registration period of the Program, the Partner shall immediately respond to this request.

#### Article 13 (Provision of Personal Information to Third Party)

1. The Company may provide the personal information acquired from the Partner to a third party as follows, and the Partner shall consent to it:
  - (1) Purpose of provision to third party  
To introduce the Partner to clients who make inquiry about the Program.
  - (2) To which the personal information is provided  
Juridical persons who have made inquiry by the form below, for which the Company acknowledges the validity of provision to a third party.  
[https://www.sakura.ad.jp/request\\_form/partners/](https://www.sakura.ad.jp/request_form/partners/)
  - (3) Items of personal information to be provided Full name, corporate name, e-mail address.
  - (4) Method of provision Provision via e-mail.

(5) Suspension of provision to a third party

Provision of personal information to a third party will be suspended upon request from the Partner.

2. Except in the cases of providing the personal information to a third party in accordance with the preceding paragraph, or based on a consent of the person concerned or the laws and regulations, the Company will not provide personal information which the Company has acquired to a third party

Article 14 (Compensation for Damage)

1. If the Partner, its representative, its employee or other related persons of the Partner breaches these Terms and Conditions and causes damage to the Company, the Partner shall compensate the Company for the damage.

Article 15 (Warranty, Disclaimer)

1. Unless otherwise set forth in these Terms and Conditions, with respect to provision of the Program to the Partner, the Company shall not give, whether expressed or implied, any warranty (including, but not limited to, warranty for fitness for a particular purpose, effectiveness of function and effect, service quality, security against threat, merchantability, completeness, accuracy, non-infringement of third party's rights, normal operation of equipment and facilities provided to the Partner based on the Program and steady provision of the Program and the like).
2. Unless otherwise set forth in these Terms and Conditions, the Company shall not assume any liability for compensation, whether it is liability for non-fulfillment of obligation, tort liability or other liability under law (including those both in Japan and in a country other than Japan) for damage that the Partner has incurred in connection with the use of the Program (including, but not limited to, damage caused by unavailability of the Program, failure/breakdown of facilities/equipment/software provided in the Program, delay in provision of the Program, damage/loss or third-party's plagiarism/divulgence of data stored by the Partner, infection with computer virus/malware and unauthorized access/cracking/wrongful use of security hole by third parties and the like; the same shall apply hereinafter).
3. If the Company pays the damages, the Company shall pay it by Japanese Yen.
4. The Company shall not assume any liability to the Partner for delay in or impossibility of performance of the Program in whole or in part due to natural disaster, war, riot, civil war, any other force majeure, establishment/revision/repeal of laws and regulations of Japan or a country other than Japan, order/disposition/request by public agencies, restriction on access

to the Internet, filtering or interception of part of communication through the Internet, act of labor dispute, transportation/communication line or any other cause not attributable to the Company.

5. With respect to a dispute arising between a third party in Japan or in any country other than Japan and the Company or the Partner arising out of the use of the Program by the Partner, the User shall resolve it on its own responsibility and at its own expense and the Company shall not assume any responsibility for the dispute.

#### Article 16 (Elimination of Antisocial Forces)

1. The User represents that the Partner itself, its representatives, intermediaries and performance assistants (meaning persons whom the Partner uses to operate its business, whether an individual or juridical person, including subcontractors used through a third party such as multi-tiered business partners; hereinafter the same shall apply) or the Partner does not fall under any of the following items as of the date on which the application for registration is filed, 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 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 to earn illicit profit for itself or a third party or cause 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 Partner ensures that the Partner 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 to damage the Company’s credibility or interfere 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 Partner has breached either of the preceding two (2) paragraphs, the Company may immediately delete the registration in the Program without giving any notice or demand to the Partner.
4. If the Company recognizes that the Partner falls under the Antisocial Forces, the Company may request the Partner to explain or provide information materials as necessary and the Partner shall promptly respond to this request. If the Partner fails to promptly respond to this request or if the Company recognizes that the Partner failed to respond in good faith such as providing false explanations or information materials, then the Company may immediately delete the registration in the Program without giving any notice or demand to the Partner.

#### Article 17 (Governing Law)

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.

#### Article 18 (Dispute Resolution)

1. If a dispute, doubt or matter not set forth concerning the Program occurs, the Company and the Partner shall resolve it in good faith through consultation.
2. With respect to a dispute arising out of or in connection with the Program, if the Partner files a legal action against the Company, 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 Partner, 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 Partner shall consent to these. 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 Partner and the Company.

#### Article 19 (Severability)

1. 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 Partner's head office is located, the remaining part of these Terms and Conditions or the remaining part of clause a part of which is held invalid or unenforceable shall remain in full force and effect.



[English Translation]

#### Supplementary Provisions

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

These Terms and Conditions are the amended version of the SAKURA internet Partner Network for IoT Terms and Conditions which applied on and after May 31, 2018, and shall apply on and after May 8, 2020 pursuant to Article 10

[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.]