[English Translation]

sakura.io Terms and Conditions

Article 1 (Structure and Application of Terms and Conditions)

1. These sakura.io Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the Basic Service, "sakura.io" that SAKURA internet Inc. (the "Company") provides and its Optional Services (collectively, the "Services").
2. A user of the Services (the "User") shall observe these Terms and Conditions, the "sakura.io Points Use Terms and Conditions" separately set forth by the Company and the Basic Service Terms and Conditions. The "sakura.io Points Use Terms and Conditions" and the Basic Service Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Service Contents)

1. The Services are the services that enable Users to communicate with sakura.io Platform that the Company provides via "sakura.io Product Line" alone or by incorporating it into the Device and communicate with the system, etc. that the Company or a third party provides by a prescribed method.
2. The Company shall provide the following functions as the Basic Services of the Services and set forth the details of the services on the Service Site:
   (1) Integration management function by the sakura.io Platform (including management function of the sakura.io Product Line); and
   (2) Wireless communication function
3. The Company shall provide the following functions as the Optional Services of the Services and set forth the details of the services on the Service Site:
   (1) Linkage and communication function between the Services and the systems other than the Services that the Company or a third party provides (the "Linked System");
   (2) Data provision function to the sakura.io Product Line; and
   (3) Other than the above, functions that the Company specifies separately
4. The Company shall set forth the conditions of use of the Optional Services of the sakura.co Services on the Service Site and the Users of the Optional Services shall use the Optional Services upon agreement and acceptance of the conditions of use.

Article 3 (Definitions)

1. "API" shall mean orders, terms of use, functions, etc. that may be used to refer to message data and to operate equipment that the User owns.

2. “sakura.io Product Line” shall mean any of modules or gateways, or auxiliary device that facilitates connectivity between the modules or gateways and Device which the Company manufactures or sells, which the Company sets forth on the Service Site.
3. “sakura.io Platform” shall mean server facilities that the Company installed for the use of the Services.
4. ”Account” shall mean the right for the User to login to the control panel of the Services and is identified by the “Membership ID.” An Applicant shall apply for grant of an Account by filling in the SAKURA Internet membership registration application screen on the Company’s website and transmitting it to the Company, and if the Company accepts the application, it shall grant the Account and the Membership ID to the Applicant.
5. “Gateway” shall mean a device that relays communication to connect a module to the sakura.io Platform that the Company provides, which the Company sets forth on the Service Site.
6. “Device” shall mean electronic equipment to which the User connects the sakura.io Product Line.
7. “Telecommunications Carrier” shall mean a telecommunications carrier that provides mobile communications services as electronic communications services to the Company.
8. “Software” shall mean programs pre-installed in the sakura.io Product Line or provided for the sakura.io Product Line and a set of accompanying documentation.
9. “Message Data” shall mean data sent from the sakura.io Product Line to the sakura.io Platform, or data sent from the sakura.io Platform to the sakura.io Product Line.
10. “Module” shall mean small equipment that has a function of uploading data to the sakura.io Platform or downloading data from the sakura.io Platform or of receiving and transmitting operation signals through API, which the Company sets forth on the Service Site.

Article 4 (Use Start Date, Formation of Use Contract)

1. The provision of the Services shall start from the day on which the Use Contract for the Services is validly concluded as the use start date.
2. Notwithstanding the provisions on the formation of the Use Contract in the Basic Terms and Conditions, the Use Contract for the Services shall be deemed to be formed at the time the Applicant’s application for use of the Services reaches to the Company (when the Company receives the application screen that the Applicant fills in and transmits); provided, however, if the Applicant is found to fall under the reasons for refusal of application set forth in the Basic Terms and Conditions after the start of provision of the Services, the Company may stop providing the Services.

3. If the User requests addition or change of the service contents in relation to the Services subject to the Use Contract, notwithstanding the provisions on the formation of the Use Contract in the Basic Terms and Conditions, the Company shall start providing the service contents concerning the request at the time the request reaches to the Company; provided, however, that if the User is found to fall under the reasons for refusal of application set forth in the Basic Terms and Conditions after the start of provision of the services, the Company may stop providing the services.

Article 5 (Usage Fees)

1. The Usage Fees of the Services shall consist of the following fees and the User shall incur the fees for each Module and Gateway that the User registers with the sakura.io Platform (the "Registered Module, etc."). The Company shall set forth the specific amounts of fees, etc. on the Service Site.
   (1) Platform Usage Fee
   (2) Communication Fee
   (3) Optional Services Usage Fees

Article 6 (Platform Usage Fee)

1. The User shall incur the Platform Usage Fee set forth in Paragraph 1, Item 1 of the preceding Article that accrues on its Registered Module, etc. registered with the sakura.io Platform at 0:00 a.m. on the first day of each month. The Platform Usage Fee shall differ depending on the type of the Registered Module, etc., and the Company shall set forth the specific amounts of fees, etc. on the Service Site. The Company shall charge the User the Platform Usage Fee for the current month as of the 10th day of the month. The User shall pay the Platform Usage Fee by the last day of the month to which the billing date belongs. The User may use the credit card for the payment of the Platform Usage Fee, but the amount of Platform Usage Fee exceeds the amount prescribed by the Company, the Company may request the User to pay the fees in another payment method.
2. Notwithstanding the preceding paragraph, if the User, during the month to which the registration date belongs (the "Registration Month" in this Article), deregisters the Registered Module, etc. registered with the sakura.io Platform (the "Deregistration within the Month" in this Article), the User shall incur the amount that is calculated by multiplying the number of the Deregistration within the Month by the Platform Usage Fee for one (1) month separately from the Platform Usage Fee in the preceding paragraph.

3. The Company shall charge the User the Platform Usage Fee for the Registration Month incurred in the case of the preceding paragraph as of the 10th day of the month immediately following the Registered Month. The User shall pay the Platform Usage Fee by the last day of the month to which the billing date belongs. The User may use the credit card for the payment of the Platform Usage Fee, but the amount of Platform Usage Fee exceeds the amount prescribed by the Company, the Company may request the User to pay the fees in another payment method.

Article 7 (Communication Fee)

1. The Communication Fee in Article 5, Paragraph 1, Item 2 may be paid only by "sakura.io Points" that the Company issues. The User shall obtain the sakura.io Points in accordance with the provisions of "sakura.io Points Use Terms and Conditions" that the Company sets forth separately and pay the Communication Fee to the Company by the sakura.io Points.
2. In accordance with the provisions of "sakura.io Points Use Terms and Conditions," the Company shall, for each Account of the User, calculate the frequency of Message Data communications between the Module and the sakura.io Platform (including those via Gateway) (the "Data Communication Frequency") based on the configuration by the User for each month as of the last day of the month and receive the payment of the Communication Fee by deducting the sacura.io Points corresponding to the Data Communication Frequency from the outstanding sakura.io Points held by the User in the relevant Account on the first day of the following month.
3. The User acknowledges that there is a case in which the communications are made more frequently than the Data Communication Frequency payable by the outstanding sakura.io Points held by the User. In this case, the User shall purchase the sakura.io Points afterwards in the number equivalent to or more than the Communication Fee corresponding to the exceeding Data Communication Frequency (the "Excess Communication Fee") in accordance with the provisions of "sakura.io Points Use Terms and Conditions" and apply the purchased sakura.io Points to the Excess Communication Fee. The purchase, grant and payment, etc. of the sakura.io Points shall be subject to the provisions of "sakura.io Points Use Terms and Conditions."

Article 8 (Optional Services Usage Fees)

1. The Optional Services Usage Fees in Article 5, Paragraph 1, Item 3 shall accrue on each Optional Service in accordance with the conditions of use set forth for each Optional Service,

and the User shall pay the Optional Services Fees to the Company in accordance with the conditions of use.

Article 9 (Minimum Use Period)

1. Notwithstanding the provisions on the minimum use period in the Basic Terms and Conditions, there is no minimum use period for the Services.

Article 10 (Third Party's Use)

1. If the User causes a third party to use the Services, the User acknowledges that the provisions on the third party's use of the Company's Services in the Basic Terms and Conditions shall apply, and the User shall take necessary measures (including, without limitation, the explanation on the provisions of "Handling of Personal Information" to the third party) so that the personal information of the third party may be handled in the same manner as with the User's personal information in accordance with the provisions of the "Handling of Personal Information" which the Company sets forth on the Service Site.

Article 11 (Maintenance and Management, etc. of Message Data)

1. The provisions on the management of account and data, etc. in the Basic Terms and Conditions shall apply mutatis mutandis to the Services. In this case, the "User Data" in the Basic Terms and Conditions shall be read as the "Message Data."
2. Other than the cases provided in the Basic Terms and Conditions, the Company may delete the Message Data (excluding those set forth in Paragraph 3) for any reason without approval of the User in the manner and at the time that the Company determines appropriate and shall not assume any liability to the User and a third party in connection with the deletion.
3. If the User saves a part of the Message Data in the sakura.io Platform through the use of the Optional Services, the User may browse only the Message Data accumulated during the period available for browsing pursuant to the provisions of plan of the Optional Services that the User is using.
4. Notwithstanding the provisions of the Basic Terms and Conditions, the User may not delete the Message Data in any case.
5. The Company may analyze the nature, volume, etc. of, process, reproduce or otherwise use the Message Data for the purpose of securing smooth provision of the Services or management of the Services, or for the purpose of research and development of the Company's services.

Article 12 (Use Contract of Linked System)

1. If the User uses the Linked System for the use of the Optional Services set forth in Article 2, Paragraph3, Item 1, the User shall conclude the use contract concerning the use of the Linked System (the "Linked System Provider Contract") necessary for the use with the provider of the Linked System at its own expense and on its own responsibility. The User shall assume obligations to comply with the Linked System Provider Contract. The Company shall not have any concern with the User's use of the Linked System and shall not assume any obligations to confirm the contents and conclusion of the Linked System Provider Contract.
2. If there is any conflict or inconsistency between the provisions of these Terms and Conditions and the Basic Terms and Conditions and those of the Linked System Provider Contract, the provisions of the Linked System Provider Contract shall prevail in the relationship between the User and the provider of the Linked System.

Article 13 (Non-Warranty)

1. The Company shall not give any warranty to the User concerning the integrity, completeness, accuracy, certainty, usability, etc. of the Message Data recorded through the Services other than the matters explicitly set forth in these Terms and Conditions (if any).

Article 14 (Transmission Speed, Loss of Data, etc.)

1. The User shall agree that the transmission speed of the Services may vary depending on connection status, equipment in use, etc. network environment and other causes and result in a decrease in speed. The Company shall not give any warranty to the User on the transmission speed in the Services.
2. The User shall agree in advance that the messages sent and received through use of the Services, the Message Data or other information, etc. may be damaged or lost due to radio waive conditions, etc.

Article 15 (Intellectual Property Rights, etc.)

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

Article 16 (Suspension of Provision of the Services)

1. In addition to the events of suspension of provision in the Basic Terms and Conditions, the Company may suspend the provision of the Services in whole or in part if any of the following events exists:
   (4) if an unavoidable event occurs for technical, maintenance or other business reason of the Company;
   (5) if the Company recognizes that the settings for sessions (meaning the status of the User's lines through which the data communications can be performed; the same shall apply in this Article) continues for a long time; or
   (6) if the Company recognizes that a large volume of communication takes place in the same session.

Article 17 (Disclaimer concerning Suspension, etc. of Provision of the Services)

1. The Company shall not assume any liability for damage incurred by the User due to the measures that the Company takes pursuant to the provisions on restriction on use, termination of Use Contract and suspension of provision in the Basic Terms and Conditions and the preceding Article except in the cases otherwise provided in the Basic Terms and Conditions or contrary to laws and regulations.

Article 18 (Transfer, etc. to Succeeding Services)

1. If, at the time of termination of the Services, the User desires to use the services succeeding to the Services (the "Succeeding Services") and concludes the Use Contract for the Succeeding Services with the Company, then the Company may cause the User to continue to use the Succeeding Services by transferring the Account and password of the Services, the Message Data that the User saved in the sakura.io Platform and other environment for its usage of the Services to the Succeeding Services.
2. The Company shall give a notice of discontinuation of the Services and transfer to the Succeeding Services in accordance with the provisions on communications in the Basic Terms and Conditions.

Supplementary Provision

Article 1 (Commencement of Application)

[English Translation]

These Terms and Conditions are established on May 12, 2020, and shall apply on and after the same date.

Article 2 (Lapse of Former Terms and Conditions)
With the application of these Terms and Conditions, the “sakura.io Terms and Conditions” applied on May 7, 2018, shall become null and void.

[Note: This is the Company’s translation of the original Japanese Terms and Conditions dated May 12, 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.]