

# Software End User License Agreement

## (Terms and Conditions of Software Usage)

This document describes the terms and conditions of use of Software (as defined in Section 1) that you can use in a specific device ("Device") of SoftBank Mobile Corp. ("SBM") carrying the OS specified by SBM. The Terms and Conditions of Software Usage are provided in both the Japanese and the English languages. In case of any inconsistency, the Japanese language version shall prevail (Japanese version: <http://mb.softbank.jp/biz/r/wt/app.html>). If you do not agree with the Terms and Conditions of Software Usage, you may not use the Software. SBM deems your use of the Software as your consent to this document.

### 1. Software

1. "Software" means a piece of software program and a set of accompanying documentation used to make available in the Device SBM 3G or 4G/LTE service ("SBM Service") settings, functions needed to access a tethering option ("Option"), and other services that SBM provides.

For purpose of this document, "tethering" means a feature that enables computers and other devices with communication capability ("Communications Devices") that are connected to the Device over Wi-Fi under the user license terms and conditions separately set forth by SBM to access the Internet through the Device's phone line.

2. The Software operates only in the Device. The Device needs to have an SBM authorized USIM card that contains a specific service plan ("USIM Card") inserted. SBM provides no support whatsoever for Software's behaviors when it is used in any machine that is not the Device.
3. You need to activate the Software to set up SBM Service and the functions to use the Option in the Device.

### 2. Ownership of Copyrights and Other Such Rights

Copyrights and other intellectual property rights ("Copy Rights and Other Such Rights") in the Software are reserved by SBM or the third party owners. SBM warrants that SBM has the rights to offer the Software and grant you the authorization for use of the Software.

### 3. Licensing

1. If you agree with this document, SBM grants you, free of charge, a non-exclusive, non-transferrable right to use the Software only in a Device that you use.
2. The preceding paragraph does not mean any transfer of Copy Rights and Other Such Rights in the Software and any other rights to you.

### 4. Data Collection

For the purpose of validating or invalidating access to the Option on the basis of user's subscriptions to SBM Service including the Option, SBM collects the following information set forth in Items (1) and (2) transmitted from the Software when the Option is turned on with the Software (including the setup process of the Option) and in a regular cycle while the Option is on, over the SBM Service, other SBM services, or other carriers' services (including wireless/wired Internet connection).

- (1) User identity information (including a phone number associated with your contract account) stored in your Device or the Device's USIM card
- (2) A PIN you enter

Communication charges apply to the transmission based on the rate of a service used to transmit that information. (The aforementioned communication charges also apply to the transmission via the SBM Service. The communication charges are

covered by a specific flat rate plan for the Device, provided that you are a subscriber of the plan and use any of the access points separately specified in the plan, provided, however, that the volume transmitted is added to your monthly data usage.)

## 5. Modification of Document and Termination of License

1. SBM may modify this document by posting amendments at the SBM website or using the equivalent of such posting. Your use of the Software after a modification is deemed by SBM as your consent to the modified Terms and Conditions of Software Usage.
2. SBM may cease offering the Software to you and terminate the license of the Software by posting a notice at the SBM website or using the equivalent of such posting.
3. SBM modifies the Software's specifications from time to time without notifying you in advance.
4. If you breach any of the provisions of this document, SBM may terminate, in its sole discretion, the license of the Software and the service agreement on the Option and take other actions determined by SBM.
5. If the license of the Software is terminated, you may not use the Software for any reason. Upon the termination of the license, you must immediately stop using the Software and promptly discard and remove, as directed by SBM, all pieces of the Software that are in the Device, possessed or controlled by you.
6. The foregoing paragraph and the provisions of Sections 6 through 10 survive as effective after the termination of the license of the Software.

## 6. Restrictions and Obligations

1. You must not:
  - (1) create copies of the Software;
  - (2) adapt, modify, reverse engineer, reverse compile, or reverse assemble the Software;
  - (3) disclose, offer, sell, distribute, enable transmission, transmit to the public, lease, transfer, sublicense, or commit other act of disposing whole or part of the Software to a third party regardless of whether a cost is charged; and
  - (4) breach the conditions stated in your service offer (with regard to only conditions apply to you) .
2. You must pay due consideration in using the Software not to violate the Copyrights and Other Such Rights in the Software and any third party rights. You must settle, at your responsibility and expense, disputes and troubles between you and a third party arising out of your use of the Software in relation to a violation or possible violation of a third party right.
3. Use of the Software is permitted only for personal and non-commercial use and not permitted for profits except the case where you have obtained SBM's prior approval.

## 7. Warranty Disclaimer

1. If a defect is discovered in the Software, SBM discloses it or issues a notification in the manner separately determined by SBM and makes efforts to provide the Software that is free of the defect or repair it, about which, however, SBM provides no assurance.
2. The Software is made available "AS IS." SBM makes no warranty, express or implied, as to any matter including non-infringement of third party intellectual property rights and any other rights, merchantability, integrity, usability, and fitness for any particular purpose.

## 8. Claim for Damages

1. You are not entitled, for any reasons, to make a claim against SBM for damages (including indirect, incidental, special or consequential damages, loss of profits, opportunities or data, or third party's damages regardless of whether SBM knew or

possibly should have known the damages) and ask other payments arising out of the Software. The foregoing also applies to any and all damages arising out of the expiration of your license to use the Software.

2. The preceding paragraph does not apply to your damages arising from SBM's default if you are a Consumer (*shohisya*) (as defined in paragraph 1 of Article 2, Consumer Contract Act [Act No. 61 of May, 2000]).
3. SBM may claim compensation against you for SBM's or other carriers' damages caused by your breach of any provisions of this document.

## 9. Use of Software/Limitations

1. The Software is provided free of charge but you must pay communication charges to use the Software.
2. If you replace the authorized USIM Card in the Device with another authorized USIM card, the Software is initialized automatically and the personalized settings you saved are canceled.
3. If you do not use the Software (including the case where the Software is not installed in the Device), the SBM Service and the Option (including its setup phases) are generally inaccessible.
4. By default in the Device's setting options, the Software turns on the "Automatic Connection" function, which automatically connects the Device to the SBM Service, and the "Automatic Roaming" function, which automatically connects the Device to a local service in an international roaming environment (collectively "Automatic Connection Functions"). It should be noted that, with the Automatic Connection Functions turned on by default, you would have high data charges depending on how you use the Device. You can turn off the Automatic Connection Functions in the setting options of the Device.
5. To install the Software in the Device, you need to insert the authorized USIM card in the Device and download the Software from Windows® Store and the specific download server.
6. Whether an update needs to be distributed through Windows® Store or a download server depends on the content of an update. (If your permissions in Windows® Store are restricted, you will not be able to obtain updates distributed through the Store.)

Some updates of the Software contain new functions or improvements in the quality of the Software including a repair offered pursuant to Paragraph 1 of Section 7. It is recommended that you always update the Software and use its latest version.

7. Communication charges apply based on the rate of a service used to install the Software pursuant to Paragraph 5 of this Section or to download updates to the Device pursuant to Paragraph 6 of this Section. (The aforementioned communication charges also apply to the download of the Software and updates via the SBM Service. The communication charges are covered by a specific flat rate plan for the Device, provided that you are a subscriber of the plan and use any of the access points separately specified in the plan, provided, however, that the volume transmitted is added to your monthly data usage.)
8. If you use any function or service accessed through the shortcut icons listed on the Software ("Linked Services"), you shall use the Linked Services in accordance with the terms of the Linked Services.
9. In your attempts to access the SBM Service or the Option through other service (including wireless/wired Internet connection) provided by SBM or other carrier, if the transmitted information described in Section 4 does not match your subscription record of the SBM Service and the Option and the user validation fails to be completed, you should terminate the current connected service and switch to the SBM Service to have the validation process completed.

## 10. Miscellaneous

1. When you bring the Software outside of Japan, you are responsible for compliance with Japanese export control laws and other related regulations. You are also responsible for resolving, at your responsibility and expense, any trouble arising out of your act of breaching this provision.
2. You may not assign or delegate, in whole or in part, your rights and obligations under this document and your status under the license contract of the Software between you and SBM to any third party.

3. The laws of Japan govern this document. The Tokyo District Court has exclusive jurisdiction in the first instance for all disputes in connection with this document and your use of the Software.

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