

AGREEMENT ON BROADBAND COMMUNICATIONS NETWORK SERVICE
(EXTRACTS)

E Access Company, Limited

The Japanese version of this Agreement shall constitute an original copy.
Any translation into other languages of this Agreement shall be made only
for reference and shall not bind eAccess.

Chapter 1. General rules

(Application of this Agreement)

Article 1. The Company draws up this Agreement on Broadband Communications Network Service (hereinafter referred to as the "Agreement") and will provide broadband communications network service in accordance with this Agreement (excluding services provided in accordance with any separate agreement and list of rates drawn up separately by the company).

(Change of the Agreement)

Article 2. The Company may revise this Agreement, in which case rates and other terms and conditions shall be as specified in the revised agreement.

(Definitions)

Article 3. In this Agreement, the following terms have the following meanings:

* Broadband communications network: telecommunications circuit equipment for transmitting and exchanging codes using Internet protocols, etc., mainly for use in broadband communications (i.e., the transmission route equipment that connects the transmitting and receiving locations, exchange equipment installed together with the transmission route equipment, and accessory equipment therefor; hereinafter the same).

* Broadband communications network service: (1) telecommunications service provided using a broadband communications network.

* Broadband communications network service office: the Company's head office, or one of its branch offices, engaged in business concerning broadband communications network service; or (2) the place of business of a firm engaged in business concerning broadband communications network service at the request of the Company (including

an agency firm; hereinafter the same).

* Applicant: the person who applies for broadband communications network service.

* Subscriber: a person who has entered a broadband communications network contract with the Company.

* NTTADSL test service: test service for the "IP routing network connection service using DSL" provided either by Nippon Telegraph and Telephone Corporation East or Nippon Telegraph and Telephone Corporation West.

* Mutual connection point: the connection point for telecommunications equipment used for a connection under a mutual connection agreement between the Company and another company.

* Mutual connection communications: communications between a mutual connection point and the terminal equipment of a user of the Company, sent via the Company's telecommunications equipment.

* Accommodation station: the device installed by the Company to accommodate the circuits of subscribers.

* Circuit-accommodating unit: the telecommunications equipment installed by the Company to accommodate the circuits of subscribers as part of an accommodating station.

* Subscriber's circuit: The telecommunications circuit between a circuit terminal device and an accommodation station, installed by the Company in a place designated by a subscriber.

* Circuit terminal device: the device installed by the Company at the terminal of the subscriber's circuit.

* Subscriber's circuit, etc.: the circuit of a subscriber, as well as other telecommunications equipment required to provide the circuit, installed by the Company.

* Agency firm: a telecommunications firm that has an agreement with the Company.

* Special agency firms: Nippon Telegraph and Telephone Corporation East and Nippon Telegraph and Telephone Corporation West.

* Firm adopting total service section rates: an agency firm that adopts a system of total service section rates (i.e., the sum total of the rates for the Company's service section and the agency firm's own service station; hereinafter the same).

* circuit subject to another firm's rates: the circuit, etc., of a subscriber whose rates are set by a firm adopting total service section rates.

Chapter 3. Contracts

(Unit of contract)

Article 5. The Company will make a broadband communications network contract for the circuits of each subscriber. Each contract shall apply to only one subscriber.

(Type of contract)

Article 6. Broadband communications network service is the service provided via the accommodation station and subscriber's circuit, etc., installed by the Company. Under this service, communications are provided at up to the maximum transmission rate separately fixed by the Company or an agency firm, within the scope of 384kbps to 1536kbps along the transmission route from the accommodation station to the circuit terminal device, or within the scope of 128kbps to 512kbps along any other transmission route. The following two types of service are available:

* Type 1 circuit: service provided via the circuit of a subscriber to an NTT subscriber telephone (only when the subscriber to the telephone subscription contract is the same as the subscriber to the broadband communications network contract);

* Type 2 circuit: service provided via the telecommunications circuit of a special agency firm installed between the Company's accommodation station and the place designated by the applicant for the contract.

2. In the case where the subscriber's circuit, etc. is a circuit subject to another firm's rates, the specific product, type, and communications mode provided under the broadband communications network service shall be in accordance with the provisions of the agreement and the list of rates adopted by the agency firm concerned.

(Terminal of the subscriber's circuit, etc.)

Article 7. The Company shall install a circuit terminal device at a site within a building or structure in the area designated by the subscriber, and the Company shall make the terminal thus installed the terminal for the subscriber's circuit, etc. The installation site shall be as near as possible to the terminal for the NTTADSL test service, in principle, and strong enough to accommodate installation.

2. Before determining the location for the terminal for the subscriber's circuit, etc., mentioned in the preceding paragraph, the Company will consult with the subscriber concerned.

(Minimum period of use)

Article 8. The broadband communications network service shall be subject to a minimum period of use.

2. The minimum period of use mentioned in the preceding paragraph shall be one month from the day the Company starts providing a subscriber π s circuit, etc.

3. If, during the minimum period of use mentioned in the preceding paragraph, there is a discontinuance of use, a cancellation of the contract, or a change in the details according to the communications mode, the rates shall be determined according to the provisions of the Agreement and the list of rates of the firm adopting total service section rates.

Note: The provision of the subscriber π s circuit, etc., by the company is deemed to begin from the day the Company installs such subscriber π s circuit, etc.

(Application to NTT)

Article 9. Those who wish to subscribe to the Company's broadband communications network service need to apply to NTT for either the Type 1 or Type 2 category of the Class 2 Service of the NTTADSL test service. The conditions, rates, costs of installation work and other terms shall be according to the NTTADSL test service agreement.

(How to apply for broadband communications network service)

Article 10. Those wishing to apply for broadband communications network service shall present a Company-designated application form to a broadband communications network service office responsible for contract affairs. The application form shall describe the following:

- (1) Subscriber π s NTT subscriber telephone number (only for Type 1 contracts);
- (2) Product item, type, and communications mode of broadband communications network service ;
- (3) Location of the terminal for the subscriber π s circuit, etc.;
- (4) Name of the agency firm that will perform mutual connection communications with the subscriber π s circuit, etc.;
- (5) Other matters specifying the contents of the application.

(Acceptance of application for broadband communications network service)

Article 11. The Company will accept applications for broadband communications network service in the order in which they are received.

However, if for some reason the acceptance of an application will obstruct the performance of the Company's business, the Company may change the order of application acceptance. In such a case, the Company will inform the applicant of the fact and specify the reason.

2. Notwithstanding the provisions of the preceding paragraph, the Company may refuse to accept any application for broadband communications network service in any the following cases:

- (1) If an application for NTTADSL test service is rejected;
- (2) If it is very difficult technically to install or maintain the subscriber's circuit, etc., requested in the application presented;
- (3) If the applicant has actually failed or is likely to fail to pay the fees for broadband communications network service or the costs of installation work;
- (4) If mutual connection communications with the subscriber's circuit, etc., have not been approved by the agency firm that is to engage in such mutual connection communications, or if the application does not meet any conditions of the mutual connection agreement;
- (5) If otherwise the application seriously obstructs the performance of the Company's business.

(Change of the details of the application according to the product item, type, or communication mode.)

Article 12. The subscriber may request a change of the details of the application according to the product item, type or communications mode of broadband communications network service.

2. If a request mentioned in the preceding paragraph is filed, the Company will deal with such request according to the provisions of "Article 11. Acceptance of application for broadband communications network service."

(Removal of subscriber's circuit, etc.)

Article 13. The subscriber may request the relocation of the subscriber's circuit, etc.

However, the subscriber may not request the relocation of subscriber's circuit, etc., to an area where the Company does not provide broadband communications network service.

2. If a request mentioned in the preceding paragraph is filed, the Company will treat such request according to the provisions of "Article 11. Acceptance of application for broadband communications network service."

(Change in other matters in the application)

Article 14. If the subscriber files a request for a change of any matter in the application (including changes mentioned in Appendix 2 or 3), the Company will make such change according to the provisions of "Article 10. How to apply for broadband communications network service."

2. If a request mentioned in the preceding paragraph is filed, the Company will treat such request according to the provisions of "Article 11. Acceptance of application for broadband communications network service."

(Temporary suspension of use of subscriber's circuit, etc.)

Article 15. If the subscriber so requests, the Company will take measures to temporarily suspend the use of the subscriber's circuit, etc. (i.e., to render the subscriber's circuit, etc., temporarily unusable without diverting the circuit-accommodating unit to any other purposes; hereinafter the same).

(Suspension of use due to cancellation of contract with a firm adopting total service section rates)

Article 16. If a subscriber so requests, the Company will take measures to suspend the use of the subscriber's circuit, etc. (i.e., to render the subscriber's circuit, etc. temporarily unusable on the condition, firstly, that the circuit-accommodating unit is diverted to other purposes, and secondly, that 30 days or more have passed from the beginning of use of the subscriber's circuit, etc.; hereinafter the same); provided, however, that the Company shall take no such measures for suspension unless the subscriber has reported that its subscriber's circuit, etc., may no longer be used due to the cancellation of all telecommunications service contracts with the firm adopting total service section rates.

2. The maximum period of suspension of use of the subscriber's circuit, etc. (i.e., the period from the day the subscriber's circuit, etc., is rendered unusable to the day before its use is restored; hereinafter the same) shall be 30 days.

3. If the subscriber does not request the reuse of the subscriber's circuit, etc., by entering a telecommunications service contract with a firm adopting total service section rates within the period of suspension of use of the subscriber's circuit, etc., the Company's shall cancel the contract with such subscriber and notify such subscriber thereof.

(Transfer of the right to use broadband communications network service)

Article 17. The right to use broadband communications network service (i.e., the subscriber's right to receive broadband communications network service under a broadband communications network contract; hereinafter the same) may not be transferred to any third party.

(Cancellation of a broadband communications network contract by the subscriber)

Article 18. A subscriber who wishes to cancel its broadband communications network contract shall notify the broadband communications network service office engaged in contract affairs of its intention to cancel in writing by at least eight business days before the date of cancellation.

2. In the event a subscriber gives notice of its intention to cancel its broadband communications network contract within seven days before the date of cancellation, the rates shall be according to the provisions of the agreement and the list of rates of the firm adopting total service section rates.

(Cancellation of a broadband communications network contract by the Company)

Article 19. The Company may cancel a contract in any of the following cases:

(1) If the subscriber fails to cancel the suspension of use of the subscriber's circuit, etc. that is made according to the provisions of "Article 21. Discontinuance of use";

(2) If the subscriber's NTTADSL test service contract is cancelled;

(3) In the case where the subscriber reports that the subscriber's circuit, etc. may no longer be used due to the cancellation of all the telecommunications service contracts with the firm adopting total service section rates, or in the case where the Company knows such fact, if the subscriber fails to request suspension of use of the subscriber's circuit, etc.;

(4) If due to relocation, etc., the subscriber's circuit, etc., is moved to a place outside the area where the Company provides broadband communications network service.

3 (??). In the case where one of the items of "Article 21. Suspension of use," Paragraph 1 is applicable to the subscriber, if the Company deems that such fact will seriously obstruct the performance of its business, it may, notwithstanding the provisions of the preceding paragraph, cancel the broadband communications network contract for the subscriber's circuit, etc., concerned instead of taking measures for discontinuance of use of such subscriber's circuit, etc.

4 (??). If the Company intends to cancel a broadband communications network

contract according to the provisions of the preceding two preceding paragraphs, the Company will notify the subscriber concerned of such intention in advance.

Chapter 4. Discontinuance and suspension of use

(Discontinuance of use)

Article 20. The Company may discontinue the use of a subscriber's circuit, etc. in any of the following cases:

- (1) If it is unavoidable to discontinue the use for the purposes of maintenance or installation work;
- (2) If the use of the subscriber's circuit, etc., is discontinued according to the provisions of "Article 23. Restrictions on the use of communications";
- (3) If the use of the NTTADSL test service for the subscriber's circuit is discontinued.

2. If the Company intends to discontinue the use of a subscriber's circuit, etc., according to the provisions of the preceding paragraph, the Company will notify the subscriber of its intention in advance, except in an emergency.

(Suspension of use)

Article 21. If one of the following items is applicable to the subscriber, the Company may suspend the use of the subscriber's circuit, etc. for a period the Company fixes or until the reason for suspension ceases to exist:

- (1) If a firm adopting total service section rates requests the suspension of any subscriber's circuit according to the provisions of its agreement and the mutual connection agreement;
- (2) If the subscriber violates the provisions of "Article 31. Subscriber's obligations relating to use" or "Article 32. Other parties' obligations relating to use";
- (3) If the subscriber connects its own terminal equipment, its own telecommunications equipment, a telecommunications circuit installed by a telecommunications firm other than the Company, or a telecommunications circuit for the Company's telecommunications service with its subscriber's circuit, etc., without the Company's approval;
- (4) In the case where the subscriber's own terminal equipment or its own telecommunications equipment connected with the subscriber's circuit, etc., is out of order or where an effective provision of telecommunications service is otherwise obstructed, if the subscriber does not permit the Company to inspect the said equipment, or if the subscriber fails to remove from the subscriber's circuit, etc., any of its own terminal equipment or its own telecommunications equipment that is found in a

Company inspection not to meet technical standards, etc.

2. If the Company intends to suspend the use of any subscriber's circuit, etc., according to the provisions of the preceding paragraph, it will notify the subscriber of the reason therefor and the date and duration of the intended suspension in advance.

Chapter 5. Communications

(Notification of ID number of subscriber's circuit)

Article 22. When mutual connection communications are made from a subscriber's circuit, etc., the Company may notify the mutual connection point of the identification (ID) number of the subscriber's circuit (i.e., notify the mutual connection point of the ID number of a subscriber's circuit, etc.) according to the provisions of the agency firm's agreement and the mutual connection agreement.

2. In the case mentioned in the preceding paragraph, the Company will assume liability for any damage caused by the notification or any failure to notify the mutual connection point of the ID number only if the provisions hereof for restrictions on liability (the provisions of "Article 28. Restrictions on liability") are applicable to such damage and according to such provisions.

Chapter 6. Rates, etc.

(Handling of rates, etc.)

Article 24. The subscriber's circuit, etc. shall be regarded as a circuit subject to another firm's rates and the subscriber shall pay the rates and expenses of installation work or procedures for such circuit, etc., according to the mutual connection agreement and according to the provisions of the agreement and the list of rates of the firm adopting total service section rates.

2. In the case mentioned in the preceding paragraph, the handling of firms adopting total service section rates and their rate systems shall follow the rules to be separately established according to the mutual connection agreement.

Chapter 7. Maintenance

(Subscriber's responsibility for maintenance)

Article 25. The subscriber shall be responsible for maintaining its own terminal equipment or its own telecommunications equipment connected with the subscriber's circuit, etc., so that such equipment may meet the technical standards, etc.

(Subscriber's sharing of responsibility)

Article 26. In the case where the subscriber's own terminal equipment or its own telecommunications equipment is connected with the subscriber's circuit, etc., if the Company's telecommunications equipment becomes unusable, the subscriber shall, after confirming that its own terminal equipment or its own telecommunications equipment has no trouble, request the Company to repair such telecommunications equipment.

2. At the subscriber's request after the confirmation mentioned in the preceding paragraph, the Company will have a broadband communications network service office conduct a test and notify the subscriber of the result of such test.

3. In the case where the Company has concluded, based on the results of the test mentioned in the preceding paragraph, that the telecommunications equipment it has installed has no problems, if the Company's staff dispatched at the subscriber's request finds that the subscriber's own terminal equipment or its own telecommunications equipment has problems, the related costs shall be paid according to the provisions of the agreement and the list of rates of the firm adopting total service section rates.

Chapter 8. Compensation for damage

(Restrictions on liability)

Article 28. In the case where the Company is contracted to provide broadband communications network service, if such service is not provided for any reason for which the Company or a firm adopting total service section rates is responsible, the compensation for damage resulting therefrom shall be paid according to the provisions of the agreement and the list of rates of such firm adopting total service section rates, except in the case where a special agency firm makes good such damage according to the provisions of its own agreement and list of rates.

2. The Company will assume no responsibility for any damage that the subscriber may suffer as a result of its use of the broadband communications network service, except in the case where the Company fails to provide broadband communications network service intentionally or due to a gross mistake.

(Immunity from responsibility)

Article 29. The Company will not make good any damage of the subscriber's land and buildings or other structures incurred during the work to install, remove, repair or restore the Company's telecommunications equipment unless such damage is caused

intentionally or due to a gross mistake.

2. Even if it becomes necessary to make any conversion or change (hereinafter in this article referred to as "conversion, etc.") of the subscriber's own terminal equipment of its own telecommunications equipment due to a change in this agreement, etc., the Company will not pay any cost of such conversion, etc.

Chapter 9. Miscellaneous rules

(Restrictions on acceptance)

Article 30. In the case where the subscriber requests the Company to perform installation work or any other action, if it is technically difficult to accept such request, if it is very difficult to perform maintenance, or if otherwise it obstructs the performance of the Company's business to accept such request (including cases where the agency firm does not give its approval for the use of the subscriber's circuit, etc., and where the conditions of the mutual connection agreement are not satisfied), the Company shall not accept such request. In this case, the Company will notify the requesting subscriber of the reason for its nonacceptance.

However, if there are special provisions in this Agreement, the Company will take action according to such provisions.

(Subscriber's obligations regarding use)

Article 31. The subscriber shall observe the following rules:

(1) The Company may use at no cost the land and buildings or other structures of the subscriber for the purpose of installing the telecommunications equipment needed for the provision of broadband communications network service. In this case, if there is any interested party, such as a landowner or landlord, the subscriber concerned shall obtain the approval of such party in advance and shall be responsible for this matter.

(2) If the Company or a person appointed by the Company asks the subscriber to enter the land and buildings or other structures of the subscriber for the purpose of installing, adjusting, inspecting, or repairing the equipment or performing any other work, the subscriber shall cooperate with the Company or person in performing such work.

(3) The subscriber shall not install any equipment without removing the subscriber's circuit, nor take any action that obstructs the transmission and exchange of communications.

(4) The subscriber shall not move, remove, dismantle or damage the telecommunications equipment the Company installs according to the broadband communications network contract, nor connect any wires or other conductors to the

subscriber's circuit, except in the case where such measure is needed to protect such equipment in the event of a natural disaster, incident, or any other state of emergency, or where such measure is required for the connection or maintenance of its own terminal equipment or its own subscriber equipment.

(5) Except in the case where the Company deems that its business will not be obstructed, the subscriber shall not attach any other machine, accessory, etc. to the telecommunications equipment the Company installs according to the broadband communications network contract.

(6) The subscriber shall take custody of the telecommunications equipment the Company installs with the good care of a manager according to the broadband communications network contract.

(7) If the broadband communications network contract is cancelled, the subscriber shall return the telecommunications equipment the Company has installed to the broadband communications network service office.

2. If the subscriber loses or damages the Company's telecommunications equipment in violation of the provisions of the preceding paragraph, the subscriber shall pay the costs needed to replace such equipment with new equipment, to repair such equipment, or to perform other necessary work by the day designated by the Company.

(Provision of information about the subscriber, such as its name, etc.)

Article 34. If there are such provisions in laws, regulations, etc., or if the agency firm so requests, the Company may give the agency firm information about the subscriber, such as its name, address, etc. (only in the case where the subscriber has a contract requiring the use of the subscriber's circuit, etc., with the agency firm).

(Provision of information about the subscriber by the agency firm)

Article 35. The subscriber agrees that the agency firm may provide necessary information about the subscriber to the Company if such information is needed in providing broadband communications network service.

(Matters provided by laws and regulations)

Article 37. If there are provisions for the use of connection in laws and regulations, the use of connection shall be made according to such provisions.