[English Translation]

MSP System Integration Service Terms and Conditions

Article 1 (Application of Terms and Conditions)

1. These MSP System Integration Service Terms and Conditions (these "Terms and Conditions") are the basic service terms and conditions applicable to the basic service, "MSP System Integration Service" (the "Service") which SAKURA internet Inc. (the "Company") provides.
2. A user of the Service (the "User") shall comply with the Basic Terms and Conditions that the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Service.
3. These Terms and Conditions set forth common matters applicable to all contracts concerning the Service. The specific service contents which the Company provides to the User (requirements, definitions of terms, specifications, scope and the like), contract period, fees, payment deadlines, and other conditions necessary for carrying out the Service, details of deliverables (if any), delivery time, delivery method and delivery place, and inspection period and inspection contents when inspecting deliverables and other conditions necessary for delivery of deliverables shall be specified in an order form or the like (the contract concluded between the Company and the User by the order form or the like shall be referred to as the "Service Use Contract").
4. Only a juridical person may use the Service, and any person who does not fall under this may not use the Service.

Article 2 (Service Contents and Application for Contract)

1. Contents of the Service are as follows:

(1) MSP Service

MSP service is a service which the Company monitors, maintains and operates the User's hosting environment or network on its behalf, the contents of which are as described in (i) through (iii) below.

The MSP service coverage is limited to the server OS, middleware and the network associated with dedicated server services, cloud server services, and other hosting or housing services provided by the Company or by other data-center operators. Coverage applies only where the User has administrator privileges.

(i) Monitoring Service

This service monitors the operation of the User's server OS, middleware, and the network. The service performs alive monitoring, resource monitoring and service monitoring and the like using monitoring tools.

(ii) Maintenance Service

This service conducts isolation of failure cause and response and the like for recovery after an alert is triggered by the monitoring service described in (i) above. If there is no prospect of recovery, the service will conduct restoration work or arrange for equipment replacement and the like according to the details of application.

(iii) Operation Service

This service conducts maintenance to maintain stable operation of the User's server OS and middleware. The service will apply security patches and make configuration changes to middleware.

(2) System Integration Service

System integration service is a service that performs design, building, transfer and optimization of system, Web system development, application vulnerability assessment and other system integration. In the system integration service, computer programs, data files, documents such as specifications and other deliverables, which the Company and the User have agreed as to their completion, shall be referred to as the "Deliverables."

2. In using MSP service, the User shall apply for each service set forth in Item 1 (i) through (iii) of the preceding paragraph; provided, however, that in order to apply for the maintenance service set forth in Item 1 (ii) of the preceding paragraph, the User is required to apply for the monitoring service set forth in the same item (i) of the same paragraph.

Article 3 (Necessary Settings and Authorization by the User)

1. The User shall, upon the Company's request and by the date separately notified by the Company, modify settings of filtering and the like on the User's server or network equipment and the like and grant the Company root privileges. The User shall agree in advance that the Company may conduct work by using the root privileges to the extent necessary for carrying out the Service.

Article 4 (Operations by the Company in MSP Service)

1. The User acknowledges that if the User reinstalls the OS on the server covered by MSP service for its own convenience, the Company may be forced to temporarily suspend MSP service.
2. If the Company is forced to temporarily suspend MSP service due to the case of the preceding paragraph and other reasons not attributable to the Company, the Company shall, at its discretion, reset the User's monitoring agent to resolve the temporary suspension state. In this case, the Company shall charge the User for costs pertaining to the reset, and

the User shall pay the costs together with the usage fees in accordance with Article 10, by the last day of the month following the month in which the Company conducted the reset.

3. The Company may, without notifying the User, log in to the User's server or control panel to obtain the latest User's server information necessary for managing and operating MSP service (including, but not limited to, OS version, specification and the like), and the User shall agree to this in advance.

Article 5 (Notification to the User concerning Restoration Works and the like, and Backup and the like in Maintenance Service)

1. In the maintenance service set forth in Article 2, Paragraph 1, Item 1 (ii) among MSP service, if the Company conducts restoration work and equipment replacement arrangement and the like, the Company shall, in principle, conduct the work after giving prior notice to the User; provided, however, that if the Company determines that it is emergency and unavoidable circumstance, the Company may conduct these works at its discretion without giving prior notice, and the User shall agree to this in advance.
2. When conducting the restoration work in the preceding paragraph, the Company shall obtain backup of the data subject to restoration in advance to the extent necessary for the work; provided, however, that the backup shall be conducted to the extent necessary for restoration work, and the Company makes no guarantee to the User for the prevention of data loss and the like, data recovery or any other matter. Furthermore, the Company makes no guarantee that the User's server OS or middleware will operate normally as a result of the restoration work in the preceding paragraph.

Article 6 (Subcontract)

1. The Company may subcontract business concerning the Service in whole or in part to a third party.

Article 7 (SLA and the like)

1. Any quality assurance (SLA) which the Company sets forth shall not apply to the Service. If the User uses another service which the Company provides (the "Target Service" in this Article) with the Service, and if the User may not use the Target Service due to the Service, then the quality assurance (SLA) which the Company sets forth concerning the Target Service shall not apply to the Target Service, notwithstanding the provisions of quality assurance in the terms and conditions concerning the Target Service.

2. If SLA, precautions and other agreements (collectively, the "SLA and the like") which the Subcontractor of the Company sets forth apply to the User, the Company shall notify the User to that effect and the content of the SLA and the like.

Article 8 (Contract Period)

1. The contract period of the Service Use Contract concerning MSP service shall be the same as the contract period in the Basic Terms and Conditions. Even if the hosting environment or network covered by MSP service is provided by the Company based on the service use contract between the Company and the User, and all of the use contracts terminate, the Service Use Contract concerning MSP service shall remain in full force and effect, and termination of the Service Use Contract shall be subject to the procedures under Article 11.
2. The contract period of the Service Use Contract concerning system integration service shall be set forth in the order form or the like under Article 1, Paragraph 3.

Article 9 (Minimum Use Period)

1. The minimum use period of MSP service shall begin on the use start date and end on the last day of the month in which three (3) months have elapsed since the use start date; provided, however, that if the Company sets forth the minimum use period in the order form or the like, the terms of the order form or the like shall prevail.
2. Notwithstanding the provisions of minimum use period in the Basic Terms and Conditions, no minimum use period shall apply to the system integration service.

Article 10 (Payment Deadline)

1. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the User shall pay usage fees for MSP service as in the following items.

(1) Initial Fee

The User shall pay the initial fee within two (2) weeks from the conclusion date of the use contract.

(2) Continuous Usage Fee

The User shall pay the continuous usage fees for the period from the 1st day to the last day of every month by the last day of its preceding month; provided, however, that as for the first payment following the conclusion of the use contract, the User shall pay the continuous usage fees for two (2) months within two (2) weeks from the conclusion date of the use contract. As for the continuous usage fees for the initial month, the fees shall not be calculated on a pro-rata basis and one (1)-month continuous usage fees will accrue.

2. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the User shall pay the usage fees for system integration service by the deadline set forth in the order form or the like.

Article 11 (Termination)

1. Notwithstanding the provisions of termination in the Basic Terms and Conditions, the User may, after the minimum use period has elapsed, by giving notice to the Company within a period from the 1st day to 20th day of every month, terminate the use contract for MSP Service effective as of the last day of the month following the month in which the User gave the notice. If the User gives a notice to the Company within a period from 21st day to the last day of every month, the use contract shall be terminated effective as of the last day of the month two (2) months following the month in which the User gave the notice.
2. Notwithstanding the provisions of termination in the Basic Terms and Conditions, if the User terminates the use contract for system integration service, the User shall notify the Company at least one (1) month prior to the desired termination date. Even in this case, the User shall pay the entire amount of usage fees set forth in the order form or the like, and if the Company has received usage fees at the time of notification of termination by the User, the Company shall not refund the fees to the User.

Article 12 (Communications)

1. The User shall notify the Company in advance of the name and contact information of the contact person, and if any change has occurred, the User shall promptly notify the Company.

Article 13 (Work Place)

1. The Company shall conduct necessary works for carrying out the Service within the Company's office; provided, however, that if the Company is required to conduct works at a place other than the Company's office, the Company and the User shall determine the work place through mutual discussion. If the Company is required to perform the works at the User's office or at the place designated by the User, the User shall provide the Company with an appropriate work place.

Article 14 (Disclosure or Provision of Materials)

1. The User shall disclose or provide to the Company any materials and the like designated by the Company as necessary for carrying out the Service (the "Material Provision and the like"). If the User fails to conduct the Material Provision and the like, the Company shall

not assume any liability for any delays in start of provisions of the Service, delays in delivery of the Deliverables, non-conformity of the Service content or the Deliverables to these Terms and Conditions and the Service Use Contract, or any other default or non-conformity to the contract, due to this.

Article 15 (Support in MSP Service)

1. The support contact for the User in MSP service shall be the Company in principle; provided, however, that depending on the service content, the Company may, at its discretion, contact the User and provide support jointly with the Company's subcontractor.
2. Notwithstanding the provisions of the preceding paragraph, if the User falls under the case where the User is supposed to contact the subcontractor directly by separate announcement by the Company or its subcontractor to the User, the User shall contact the Company's subcontractor directly.

Article 16 (Delivery and Acceptance Inspection of Deliverables in System Integration Service)

1. In the system integration service, the Company shall deliver the Deliverables to the User by the delivery date set forth in the order form or the like, through the method set forth in the order form or the like.
2. The User shall conduct acceptance inspections as per the contents set forth in the order form or the like within the inspection period set forth in the order form or the like, and notify the Company of the results. If there is no notification concerning pass or fail from the User within the inspection period, the Deliverables shall be deemed to have passed the acceptance inspection at the time of elapse of the inspection period. If the inspection period is not set forth in the order form or the like, the inspection period shall be five (5) days (excluding Saturdays and Sundays, national holidays and days in the period from December 28 to January 4, and excluding the day on which the Company delivered the Deliverables to the User).
3. If the Deliverables fail the acceptance inspection of the preceding paragraph, the User shall immediately notify the Company to that effect and request the Company to repair the Deliverables, and the Company shall, at its own responsibility and at its own expense, deliver the Deliverables again by the deadline set forth through discussion between the User and the Company.
4. Upon passing the acceptance inspection, the Deliverables shall be deemed to have been delivered. Upon the delivery, the ownership of the Deliverables shall be transferred from the Company to the User.

Article 17 (Liability for Non-Conformity of Deliverables in System Integration Service)

1. In the system integration service, if it is found that the Deliverables do not conform to the Service Use Contract within six (6) months after the delivery of the Deliverables is completed, the User shall promptly notify the Company.
2. If having received the notice in the preceding paragraph, the Company shall, at its own responsibility and at its own expense, reduce the amount of the usage fees or complete the non-conformity by a method that the Company specifies. This paragraph shall provide the entirety of the Company's liability for non-conformity concerning the Deliverables.

Article 18 (Handling of Intellectual Property)

1. For the purposes of these Terms and Conditions, invention, device, design, trademark, creative works, know-how and the like shall collectively be referred to as the "Inventions and the like," and the patent right concerning this and other intellectual property rights (including rights to obtain rights under Article 27 and Article 28 of the Copyright Act and the right to obtain patent rights and other intellectual property rights) shall collectively referred to as the "Intellectual Property Rights ('IPR')".
2. The IPR relating to the Service and the IPR pertaining to the Deliverables belong to the Company.
3. The Company perpetually grants to the User and any person to whom the User makes the Deliverables available all IPR in the preceding paragraph, to the extent necessary to use the Deliverables from the date of delivery. Also, the Company shall not exercise author's moral rights concerning copyrighted material among the IPR in the preceding paragraph against the User or any person to whom the User makes the Deliverables available.
4. If the Company applies the IPR of a third party to the Deliverables, handling of the IPR of the third party shall be set forth in the order form or the like.
5. The consideration under Paragraph 3 shall be included in the usage fees for the Service.

Article 19 (Confidential Information)

1. For the purposes of these Terms and Conditions, the Confidential Information shall mean, among information which the User or the Company (the "Disclosing Party") is provided by the other party (the "Recipient") or is able to know in connection with the Service, the technical and business information which can be known when entering the User's business office or using the User's internal system or the like, material and the like set forth in Article 14, and discussion, negotiation pertaining to the Service Use Contract and the contents of the Service Use Contract; provided, however, that any information which the

Recipient may prove falls under any of the following items shall not be included in the Confidential Information.

(1) information that has been already known to the public at the time the Recipient was provided with or was able to know it;

(2) information that the Recipient has already held at the time the Recipient was provided with or was able to know it;

(3) information that became known to the public due to reasons not attributable to the Recipient after the Recipient was provided with or was able to know it;

(4) information the Recipient lawfully obtained from a third party without assuming confidentiality obligations after the Recipient was provided with or was able to know it; or

(5) information that the Recipient independently developed regardless of whether before or after the Recipient was provided with or was able to know it.

2. The Recipient shall keep the Confidential Information confidential and shall not disclose or divulge it to a third party without obtaining the Disclosing Party's prior consent in writing or by electromagnetic records.

3. Notwithstanding the provisions of the preceding paragraph, the Company may disclose to the subcontractor the Confidential Information that the Company was provided by the User or the Company was able to know only to the extent necessary for carrying out the Service. In this case, the Company shall cause the subcontractor to comply with confidentiality obligations equivalent to those set forth in these Terms and Conditions and shall be fully responsible for the subcontractor's handling of the Confidential Information.

4. The Recipient shall only use, duplicate, modify, translate and the like the Confidential Information to the extent necessary for carrying out the Service and shall not use, duplicate, modify, translate and the like for any other purposes without obtaining the Disclosing Party's prior consent in writing or by electromagnetic records.

Article 20 (Compensation for Damage concerning System Integration Service)

1. For the purposes of system integration service, "Usage Fees for one (1) month for the relevant Company's Services" in the provisions of the Company's liability in the Basic Terms and Conditions is applied by replacing with the "usage fees."

Supplementary Provisions

Article 1 (Commencement of Application)

1. These Terms and Conditions are established on October 1, 2024 and shall apply on and after the same date.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated October 1, 2024 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.]