[English Translation]

OCX by BBIX Service Terms and Conditions

Article 1 (Application of Terms and Conditions)

1. These OCX by BBIX Service Terms and Conditions (these "Terms and Conditions") are the Basic Service Terms and Conditions applicable to the Basic Service, "OCX by BBIX" (the "Service") that 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.

Article 2 (Contents of Service)

1. The Service is the service in which the User may use the cloud network service, "Open Connectivity eXchange" which BBIX, Inc. provides ("OCX," and "Open Connectivity eXchange Terms of Use" that BBIX, Inc. sets forth, the "OCX Terms of Use") and individual services relating to OCX (meaning all target services of the "Individual Provisions" set forth in the OCX Terms of Use; collectively the "Individual Services") .

Article 3 (Conditions for Use)

1. The User must separately apply for "Private Link for BBIX," Hybrid Connection and a hosting service to which the Hybrid Connection set forth in "SAKURA Cloud Service Terms and Conditions" are applicable as an Optional Service, which the Company provides (collectively, the "Target Services"), for use of the Service.

Article 4 (Upper-Level Terms of Use)

1. The User shall apply for the Use Contract for the Service to the Company with consenting to the OCX Terms of Use and the terms of use and the like for the Individual Services which the User will use (the "OCX Individual Terms of Use," and the OCX Terms of Use and the OCX Individual Terms of Use collectively, the "Upper-Level Terms of Use"), and the User shall use the Service complying with the latest Upper-Level Terms of Use at the time the User uses the Service.
2. If any provision of the Basic Terms and Conditions and these Terms and Conditions contradicts or conflicts with a provision of the Upper-Level Terms of Use, the Upper-Level Terms of Use shall prevail except for the matters described in the following items and the cases otherwise set forth in these Terms and Conditions.
   (1) Formation, renewal, termination and cancellation of the contract;
   (2) Usage Fees, payment method, payment deadline and late payment charge; or

(3) SLA.

Article 5 (Withdrawal of Application)

1. The User may not withdraw its application after the application for the Service and until the formation of the Use Contract.

Article 6 (Commencement Date of Use)

1. Notwithstanding the provisions of the contract period in the Basic Terms and Conditions, the Service shall be provided from the use start date which the Company separately notifies after the application of the User.
2. In providing the Service, the Company may, in accordance with the provisions of the OCX Individual Terms of Use, request the User for a certain act such as wiring connection. After BBIX, Inc. confirms that the certain act by the User has been completed, the Company shall notify the User of the use start date.

Article 7 (Termination)

1. Notwithstanding the provisions of the termination in the Basic Terms and Conditions, the User may, on and after the contract start date of the Service, by giving notice to the Company within a period from the 1st day to the 20th day of every month, terminate the Use Contract for the Service effective as of the last day of the month in which the User gave the notice, or, by giving notice to the Company within a period from the 21st day to the last day of every month, effective as of the last day of the month following the month in which the User gave the notice.
2. Notwithstanding the provisions of the preceding paragraph, if the User uses the "Access Line powered by MDA Service" among the Individual Services, the User may, on and after the contract start date of the Individual Service, by giving notice to the Company within a period from the 1st day to the 20th day of every month, terminate the Use Contract for the Individual Service effective as of the last day of the month following the month in which the User gave the notice, or, by giving notice to the Company within a period from the 21st day to the last day of every month, effective as of the last day of the month two (2) months following the month in which the User gave the notice.
3. Notwithstanding the provisions of Paragraph 1, if the User uses the "OCX Hikari Private" among the Individual Services, the User may, on and after the contract start date of the Individual Service, by giving notice to the Company within a period from the 1st day to the last day of every month, terminate the Use Contract for the Individual Service effective as of the last day of the month following the month in which the User gave the notice.

Article 8 (Minimum Use Period and the like)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period for the Service shall conform to the minimum use period set forth in the Upper-Level Terms of Use; provided, however that even in this case, the initial date of reckoning for the minimum use period shall be the use start date of the Service.
2. If the minimum use period is not set forth in the Upper-Level Terms of Use, the User may terminate the Use Contract by the method described in the preceding article.

Article 9 (Payment of Fees)

1. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the Usage Fees for the Service shall consist of initial fees and fixed monthly Usage Fees which are consideration for provision of the Service.
2. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the User shall pay the fees set forth in the preceding paragraph no later than the payment deadline listed in the following respectively:

(1) User shall pay the initial fees no later than the last day of the month following the month to which the use start date belongs.

(2) User shall pay the monthly Usage Fees out of the fees relating to the use of the Service for the period from the 1st day to the last day of every month no later than the last day of the following month.

3. If the payment method of the Usage Fees is payment by a credit card, the Company shall obtain a credit line of the credit card that the User uses in proportion to the usage by the User. If the Company fails to obtain the credit line, the User shall consent to the fact that the User ceases to newly apply for OCX, and to add and change the Individual Services.
4. Even if the User does not conduct a certain act described in Article 6, Paragraph 2, the Usage Fees for the Service shall accrue at the time when 90 days have passed from the application date of the Service by the User.
5. The Usage Fees for the month to which the use start date belongs shall be calculated on a pro-rata basis, but the Usage Fees for the month to which the day on which the Use Contract is terminated belongs shall accrue for one (1) month respectively and shall not be calculated on a pro-rata basis.

Article 10 (SLA)

1. No quality assurance (SLA) which the Company or BBIX, Inc. sets forth applies to the Service.

2. Even if the User is not able to use the Target Services due to the Service, the Company shall not apply quality assurance (SLA) which the Company provides concerning the Target Services.

Article 11 (Support)

1. The Company shall act as support contact for the User for the Service.

Article 12 (Non-Warranty, Disclaimers)

1. With respect to the Service, the Company shall not give, whether expressed or implied, any warranty (including, without limitation, fitness for particular purpose, effectiveness of function and effect, quality of service, safety against threat, merchantability, integrity, accuracy, identity or consistency of replicated/relocated data and the like, non-infringement of third party's rights, normal operation of equipment and facility provided to the User based on the Company's service, steady provision of the Company's service and the like) to the User.

Article 13 (Change or Discontinuation of Service Content)

1. The Company may change or discontinue the content of the Service due to change or discontinuation and the like of the service content of OCX and the Individual Services by BBIX, Inc. The Company shall make efforts to notify the change or discontinuation to the User without delay but shall not assume any liability for the change or discontinuation or delay in the notification.

Supplementary Provision

Article 1 (Commencement of Application)

1. These Terms and Conditions are the amended version of the OCX by BBIX Service Terms and Conditions which applied on and after January 15, 2024, and shall apply on and after August 7, 2024 pursuant to the provisions on the amendment to the terms and conditions in the Basic Terms and Conditions.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated August 7, 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.]