[English Translation]

SAKURA Cloud Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These SAKURA Cloud Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the Basic Service, "SAKURA Cloud" (the "Basic Service") and its Optional Services (collectively, the "Services") which SAKURA internet Inc. (the "Company") provides, and Chapter 1 constitutes the Basic Service Terms and Conditions and Chapter 2 constitutes the Optional Service Terms and Conditions.
2. Each user of the Services (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 Services.

Article 2 (Content of Service)

1. The Basic Service is a service that the Company provides exclusively to the User functions of a virtualized server on which the User installs a combination of the CPU, data storage area capacity, memory capacity and other resources that the User chooses into server facilities that the Company installs in its data center.

Article 3 (Use Start Date, Formation of Use Contract)

1. Provision of the Services shall start on the day (the use start date) on which the Use Contract is validly concluded, regardless of whether the payment of initial fee has been confirmed or not.
2. If the User requests addition or change of the service type of the Services of which the User has applied for use, notwithstanding the provisions of the contract period or minimum use period under the Basic Terms and Conditions, the provision of service of the type that the User has requested shall start tentatively at the time when the request is completed; provided, however, that if it is found that the User falls under any of the events to refuse the application set forth in the Basic Terms and Conditions after the provision of the service started, the Company may refuse to accept the request for change and discontinue the provision of the service pursuant to the said provisions.

Article 4 (Payment of the Usage Fees)

1. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the User shall pay the Usage Fees for its use of the Services for the period from the 1st day to the

last day of each month no later than the 10th day of the following month.

2. The payment method of the Usage Fees for the Services shall be payment by credit card only unless the Company individually approves another method; provided, however, that if the Usage Fees for the Services exceed the amount that the Company prescribes, the Company may request the User to pay the Usage Fees by another payment method.
3. 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 add or change the type of the Services.

Article 5 (Minimum Use Period)

1. Notwithstanding the provisions of minimum use period in the Basic Terms and Conditions, no minimum use period shall apply to the Services.

Article 6 (Termination of the Use Contract)

1. Notwithstanding the provisions of termination date in the Basic Terms and Conditions, the User may, by giving a notice to the Company in a manner that the Company prescribes, terminate the Use Contract as of the day on which the User gave the notice.

Article 7 (Suspension of Use by the User)

1. The User may suspend its use of the Basic Service in accordance with the method set forth on the Service Site.
2. The amount of the Usage Fees and details of the payment method in the case of the suspension of use in the preceding paragraph shall be set forth on the Service Site.
3. Notwithstanding Paragraph 1, the User shall not conduct an act which falls under the following item:
   (1) to suspend the use of the Basic Service for more than three (3) consecutive months.
4. If the User falls under any of the items of the preceding paragraph, the Company may request the User to conduct either of the following items by giving prior notice designating one (1) month or more as the period to conduct:
   (1) to resume the use of the Basic Service that the User has suspended; or
   (2) to terminate the Use Contract for the Basic Service that the User has suspended using.
5. If the Company gave the notice under the preceding paragraph, but the User fails to conduct either of the items set forth in the preceding paragraph within the period in the preceding paragraph, the Company may take all or part of the measures in the following items:
   (1) to terminate the Use Contract for the Basic Service that the User has suspended using;
   (2) to suspend provision of the Basic Service that the User has suspended using or restrict the

use of the Basic Service by the User in accordance with the provisions of restriction on use in the Basic Terms and Conditions;

(3) to respond to the prohibited matters and the like as set forth in the Basic Terms and Conditions; and

(4) to terminate the Use Contract for the Basic Service that the User has suspended using in accordance with the provisions of termination of the Use Contract in the Basic Terms and Conditions.

6. Details of matters concerning the above paragraphs shall be set forth on the Service Site.

Article 8 (Handling of Physical Server)

1. The User may not enter the location where a physical server in which a virtual server is set is placed.

Article 9 (Prohibited Matters)

1. In addition to the provisions of conclusion of the Use Contract in the Basic Terms and Conditions, if the Company determines that the Applicant of the service which the Company designates (the "Designated Service") among the Basic Service falls under any of the following items, the Company may refuse to accept the application for use of the Designated Service. If the Company refuses to accept the application, the Company shall promptly notify the Applicant to that effect but have no obligation to disclose the reason for the refusal.

(1) if the Applicant is listed in the End User List which the Economy, Trade and Industry Ministry sets forth, the Denied Persons List or the Entity List which Bureau of Industry and Security, U.S. Department of Commerce sets forth or other lists equivalent to them, if the Applicant is a company, a citizen or a resident of an embargoed country or a trade sanctioned country, or, besides, if provision of the Designated Service to the Applicant by the Company falls under, or may fall under, violation of the "Foreign Exchange and Foreign Trade Act" and laws and regulations relating to export and import including the US Export Administration Regulations.

2. In addition to the provisions of the prohibited matters in the Basic Terms and Conditions, the User of the Designated Service shall not conduct an act which falls under, or may fall under, any of the following items:

(1) an act to cause a third party to use the Designated Service without the Company's prior consent;

(2) an act to cause a third party listed in the End User List which the Economy, Trade and Industry Ministry sets forth, the Denied Persons List or the Entity List which Bureau of Industry and Security, U.S. Department of Commerce sets forth or other lists equivalent to

them, or a company, a citizen or a resident of an embargoed country or a trade sanctioned country, to use the Designated Service, or an act to use the Designated Service in a manner to violate the "Foreign Exchange and Foreign Trade Act" and laws and regulations concerning export and import including the US Export Administration Regulations;

(3) an act to use the Designated Service for the purposes of or in a manner of deceiving, confusing or manipulating their mind of others such as spreading false information, misinformation or biased information;

(4) an act to use the Designated Service for the purposes of or in a manner of encouraging or facilitating a crime;

(5) an act to use the Designated Service for the purposes or in a manner to discriminate and harass others based on race, ethnicity, religion, nationality, origin, gender, gender identity, sexual orientation, age, existence or non-existence of disability, disease and the like, or to infringe human rights of others;

(6) an act to use the Designated Service for the purposes of developing, manufacturing, using devices of mass destruction or conventional weapon and the like, or other military purposes (excluding those concerning Japanese defense purposes); or

(7) an act of mining cryptocurrency.

3. Notwithstanding the provisions of third party's use of the Designated Service in the Basic Terms and Conditions, the User of the Designated Service shall comply with each of the following items:

(1) the User may not cause the End User to use the Designated Service (regardless of with or without charge, including, but not limited to, a case where the User issues ID/account/password and the like to the End User for its use) without the Company's prior consent;

(2) if the User causes the End User to use the Designated Service with the Company's prior consent, then the User shall assume obligations to make the End User comply with the Basic Terms and Conditions which the Company sets forth and these Terms and Conditions. In this case, the Company shall not assume any obligation or liability under the Use Contract to the End User;

(3) the User agrees that any act (including omission) which the End User has conducted in the Designated Service shall be deemed to be an act which the User has conducted, regardless of whether the User has been involved in the act, and the User shall assume all civil liabilities and obligations for the End User's act to the Company and third parties (including those that the End User assumes to the Company and third parties); or

(2) the Company may at any time request the User to report the number of the End Users, compliance status of these Terms and Conditions or other matters relating to the End User

which the Company determines necessary, and the User shall respond to this and promptly make a report in the format which the Company designates. Upon receiving the report, if the Company determines that further investigation is necessary, the User shall cooperate with the Company's investigation.

Article 10 (Quality Assurance)

1. The Company shall make a quality assurance for the Services in accordance with "SAKURA Cloud Quality Assurance (SLA)" (available for check on the Service Site) that the Company sets forth separately.

Article 11 (Beta Version Service)

1. The Company may provide a service of Beta version (meaning a service under development which is provided on trial) in the Service (the Beta version service shall be referred to as the "Beta Version Service"). The Company shall clearly specify that the Beta Version Service is a beta version on the Service Site or control panel and the like of the Basic Service.
2. The quality assurance (SLA) of the preceding Article shall not apply to the Beta Version Service. Even if the User is unable to use the Service due to the Beta Version Service, the Company shall not apply the quality assurance (SLA) of the preceding Article.
3. The Company may change the content of the Beta Version Service at the Company's discretion without notifying the User of the change. The Company shall not assume any liability for the change.
4. The Beta Version Service shall not warrant future formal servitization (the Beta Version Service which has been formally servitized shall merely be referred to as the "Formal Service"), and the Company, depending on the development status or status of use and the like by the User, may discontinue the Beta Version without Formally Servitizing. The Company shall make efforts to notify the User of the discontinuation without delay but shall not assume any liability for the discontinuation or delay in the notification.
5. Even if the Beta Version Service becomes Formally Servitized, the Formal Service shall not warrant that it has the same content or function as the Beta Version Service. The Company may determine the content and the function of the Formal Service at the Company's discretion based on the development status or status of use and the like by the User.
6. The Company shall not assume any liability for compensation for damage or any other liability with respect to the damage that the User has incurred (including, but not limited to, loss or damage and the like of the User Data) due to the use of the Beta Version Service, and even if the User Data is lost or damaged due to use of the Beta Version Service, the Company shall assume no obligation of restoring the data; provided, however, that this shall not apply

to the case where the User who is an individual (excluding those who becomes a party to a contract as business or for business purposes) incurs damages relating to use of the Beta Version Service, and it shall be subject to the provisions of the Company's liability in the Basic Terms and Conditions.

7. If the Beta Version Service becomes Formally Servitized after termination of provision of the Beta Version Service, the Company may provide the Formal Service by notifying the User for each service by any of the following methods:
   (1) the method by which the User who desires to use the Formal Service once again concludes the Use Contract for the Formal Service with the Company. If the User uses the Formal Service, the Company shall not assume any liability for transferring the User Data to the Formal Service; or
   (2) the method of providing the Formal Service by taking over the status of use of the Beta Version Service and continuing the use, excluding the User who does not desire use of the Formal Service and terminated the Use Contract of the Beta Version Service.
8. The conditions of use of the Beta Version Service shall be set forth for each service on the Service Site or the control panel and the like of the Basic Service.

Article 12 (Discount Passport)

1. The "discount passport" (the "Passport") is a system under which the Company discounts the Usage Fees for a specific service or plan of the Services (the "Applicable Service") for a period that the Company prescribes if the User pays a prescribed amount (the "Passport Usage Fee") in advance. The Passport Usage Fee, applicable period, discount rate and any other details of the Passport shall be set forth on the Service Site.
2. The User shall apply for the Passport with understanding and accepting the following items.
   (3) the User may apply for the Passport only if the User uses as business or for business purposes (the "Business Use"). The User and the Company shall mutually deem that the application is for the Business Use.
   (4) even if the User terminates the Applicable Service in whole or in part during the applicable period of the Passport or if the Usage Fees for the Applicable Service are changed, or for any other reason, the Company shall not refund the Passport Usage Fee in whole or in part or extend the applicable period of the Passport.

Chapter 2 Optional Service Rules

Section 1 Additional IP Address (the "Optional Service" in this Section)

Article 13 (Application)

1. The User who is using the "Router + Switch" service among the types of the Basic Service

may apply for the Optional Service.

2. If the Use Contract for the "Router + Switch" service terminates, the Use Contract for the Optional Service that the User is using shall automatically terminate as well.
3. Regardless of when the Use Contract for the Optional Service terminates, the User shall pay the Usage Fees in full for the Optional Service for the month to which the termination date of the Use Contract belongs.

Section 2 Hybrid Connection (the "Optional Service" in this Section)

Article 14 (Application)

1. The User who is using each basic service of "SAKURA Dedicated Server," "SAKURA VPS," "SAKURA Cloud," "Housing Service" and "Remote Housing Service" (collectively, the "Option Applicable Services") may apply for the Optional Service.

Article 15 (Payment of the Usage Fees)

1. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the User shall pay the initial Service Fees for the use of the Optional Service no later than the last day of the month following the month to which the use start date belongs.
2. The User may designate any of the payment methods of the Usage Fees for the Optional Service from among the methods that the Company prescribes and also choose to pay the Usage Fees for the Optional Service, combined with any of the invoices of the payment for the Option Applicable Services (excluding the "SAKURA Cloud" and the "SAKURA Dedicated Server" for which the User has chosen the method of charging on an hourly basis) to which the User applies the Optional Service, in the method the User has selected in the said service.

Article 16 (Termination)

1. Even if the Use Contracts of the User for the Option Applicable Services terminate or are terminated in whole, the contract for the Optional Service shall remain in force and the termination of the Optional Service shall be subject to the procedures that the Company prescribes based on the Basic Terms and Conditions.

Section 3 Website Attack Detector (the "Optional Service" in this Section)

Article 17 (Conditions for Use)

1. The conditions of use of the Optional Service shall be set forth on the Service Site.

Article 18 (Contract)

1. The User shall comply with the latest "Terms of Use for 'GRED Web Falsification Check'" that Hitachi Systems, Ltd. sets forth at the time when the User is using the Optional Service.

Section 4 Bridge Connection Service (the "Optional Service" in this Section)

Article 19 (Conditions for Use)

1. The conditions for use of the Optional Service shall be set forth on the Service Site.

Section 5 Local Router Connection Service (the "Optional Service" in this Section)

Article 20 (Conditions for Use)

1. The conditions of use of the Optional Service shall be set forth on the Service Site.

Article 21 (Disclaimers)

1. The User shall accept in advance the following matters in using the Optional Service. Further, the Company shall not assume any liability for compensation for damage or any other liability with respect to result or damage caused to the User or a third party arising out of or in connection with the following matters:
   (1) that, in order to make a peer connection using the Optional Service (the "Peer Connection"), the User shall exchange resource IDs and secret keys with a user of the counterparty's project (referring to the unit that manages use of the Service; the same shall apply in the following) to which the Peer Connection is made (the counterparty's project to which the Peer Connection is made shall be referred to as the "Counterparty Project" and a user of the Counterparty Account shall be referred to as the "Counterparty Project User" in this Section) and manage the resource IDs and secret keys on the User's own responsibility, and the Company shall have no concern with or shall not be involved in the exchange and management;
   (2) that the Counterparty Project can access the User's User Data via the Peer Connection;
   (3) that, depending on the settings of local router at the Counterparty Project, it may become possible to access the User Data from a project that the User does not intend, and, depending on the settings of local router at the User, it may become possible to access the User Data of Counterparty Project User from a project that the Counterparty Project User does not intend may access the User Data of the Counterparty Project User;
   (4) that with respect to a dispute between the User and the Counterparty Project User arising out of or in connection with use of the Optional Service, the User shall resolve the dispute on its own responsibility and at its own expense;
   (5) that the network configuration of server or settings of local router by the User necessary to use the Optional Service shall be made on the User's own responsibility; and

(6) that, depending on the contract for the Optional Service at the Counterparty Project, the Peer Connection with the Counterparty Project may cease to be available, and even in this case, the Usage Fees for the Optional Service shall accrue unless the User terminates the Optional Service.

Section 6 AWS Connection Optional Service (the "Optional Service" in this Section)

Article 22 (Content of the Optional Service)

1. The Optional Service is a service to provide the Peer Connection in closed network between the service to connect the server to AWS Direct Connect that Amazon Web Services, Inc. provides (the "AWS Direct Connect" in this Section) that Amazon Web Services, Inc. provides (the "AWS Service") and the service to connect the server to the "Local Router Connection Service" as set forth in the preceding section that the Company provides (the "Company's Service" in this Section) by using the AWS Direct Connect and the "Local Router Connection Service."

Article 23 (Application)

1. For the Optional Service, in addition to an application for the Optional Service itself, the following applications shall be separately required:

(1) application for the AWS Service; and
The User itself shall make the application to Amazon Web Services, Inc.

(2) application for the "Local Router Connection Service."

Article 24 (Usage Fees)

1. The Usage Fees for the Optional Service shall consist of the following and the specific amounts and the like shall be set forth on the Service Site:

(1) basic usage fee; and

(2) data communication fee.

Article 25 (Basic Usage Fee)

1. The basic usage fee shall be a fixed fee that accrues for use of the Services for the period from the 1st day to the last day of each month. The respective basic usage fees for the month to which the use start date belongs and for the month to which the termination date of the Use Contract belongs shall accrue for a full month-period, not be calculated on a pro-rata basis.

Article 26 (Data Communication Fee)

1. The data communication fee shall accrue for communications using the Services for the period from the 1st day to the last day of each month.
2. In the case of the data communication fee for communications from the Company's Service to the AWS Service, the Company shall charge the fee to the User. The data communication fee shall accrue in proportion to data volume transmitted in communications using the Services and the Company shall measure the data volume.
3. In the case of the data communication fee for communications from the AWS Service to the Company's Service, Amazon Web Services, Inc. shall charge the fee to the User, and the User shall directly pay the data communication fee to Amazon Web Services, Inc.

Article 27 (Upper-Level Terms of Use)

1. The User shall comply with the latest "AWS Customer Agreement" that Amazon Web Services, Inc. sets forth at the time when the User is using the Optional Service.

Article 28 (Disclaimers)

1. With respect to the Optional Service, the Company shall assume liability only for events that occur on the network and equipment of the Company's side from the communication network line connection base of the line terminating equipment that Amazon Web Services, Inc. has installed on the Company's premises, and with respect to any problem arising out of events that occurred beyond the Company's management, the Company shall not assume any obligation to remove impairment and the like or compensate damage and the like that the User has incurred, or any other liability.

Article 29 (Change or Discontinuation of Service Content)

1. The Company may change or discontinue the content of the Optional Service due to dissolution of Amazon Web Services, Inc. or change or discontinuation and the like of the AWS Direct Connect content. 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.

Section 7 Archive Sharing Option (the "Optional Service" in this Section)

Article 30 (Conditions for Use)

1. The conditions for use of the Optional Service shall be set forth on the Service Site.
2. The Optional Service shall be provided for free of charge.

Article 31 (Disclaimers)

1. The User shall accept in advance the following matters in using the Optional Service. Further, the Company shall not assume liability for compensation for damage or any other liability with respect to result or damage caused to the User or a third party arising out of or in connection with the following matters:
   (1) that provision of shared key to a user of the project to share archive (the "Counterparty Project User" in this Section) and management of shared key shall be made on the User's own responsibility and the Company shall have no concern with or shall not be involved in the provision and management;
   (2) that any person who obtains the shared key can access and copy the User's User Data; and
   (3) that with respect to a dispute between the User and the Counterparty Project User or a third party arising out of or in connection with the use of the Optional Service, the User shall resolve the dispute on its own responsibility and expense.

Article 32 (Prohibited Matters)

1. The User shall not conduct any act that falls under the following items:
   (1) to infringe intellectual property rights or any other rights of third parties; and
   (2) to share harmful computer programs and the like the as virus.

Section 8 SAKURA secure mobile connect (the "Optional Service" in this Section)

Article 33 (Content of the Optional Service)

1. The Optional Service is a service to enable communications in closed network to other services that the Company provides including the Basic Service (the Internet communications are also possible depending on settings by the User) by embedding a SIM into a Device and using a Mobile Gateway and a switch.
2. The Company shall provide the following functions in the Optional Service, the details of which shall be set forth on a web page concerning the Optional Service (the "Optional Service Page" in this Section):
   (1) integrated management function in the control panel of the Basic Service;
   (2) wireless closed network communication function; and
   (3) Internet communication function.
3. The Company shall provide the following functions as optional services of the Optional Service (the "Sub-Optional Service" in this Section), the details of which shall be set forth on the Optional Service Page:
   (1) IP address assignment function;
   (2) custom DNS function;

(3) terminal lock function; and

(4) any other functions that the Company separately designates in addition to the above three (3) items.

4. The Company shall set forth the conditions for use of the Sub-Optional Service on the Optional Service Page and the User shall use the Sub-Optional Service with consenting to the conditions for use.

Article 34 (Structure of the Optional Service)

1. The wireless closed network communication function of the Optional Service can be used by registering a SIM that has been registered with the core system of the Basic Service (the "System" in this Section) with a Mobile Gateway created on the System, connecting the Mobile Gateway to a switch and then turning on the Mobile Gateway (this condition shall be referred to as the "Closed Network Communication Available Condition"). The User itself shall make these registration, creation, connection or power management (collectively, the "Usage Management"), and even if the wireless closed network communication function of the Optional Service is unavailable due to failure in the Usage Management, the Company shall not assume any liability.
2. In order to use the wireless closed network communication function of the Optional Service, the User shall conclude a separate contract for "Switch" from among the types of the Basic Service. Depending on the contract for the Switch, the Closed Network Communication Available Condition may not be established, but in this case the Company shall not assume any liability.
3. The Internet communication function of the Optional Service can be used by registering a SIM that has been registered with the System with a Mobile Gateway created on the System, turning on the Mobile Gateway and then activating the Internet settings (this condition shall be referred to as the "Internet Communication Available Condition"). The User itself shall make the Usage Management of these, and even if the Internet communication function of the Optional Service is unavailable due to failure in the Usage Management, the Company shall not assume any liability.

Article 35 (Definition of Terms)

1. The "SIM" shall mean an item in which identification number and any other information of the User necessary to use a line that a telecommunications carrier provides can be recorded, which the Company issues for the Optional Service.
2. The "Device" shall mean an electronic device and the like to which the User connects a SIM.
3. The "Mobile Gateway" shall mean a gateway through which communications between a

Device and the network that the User designates are made based on 3GPP and any other control method in a closed network.

Article 36 (Formation of the Use Contract)

1. Notwithstanding the provisions of formation of the Use Contract in the Basic Terms and Conditions, the Use Contract for the Optional Service shall be deemed to be formed at the time when a SIM is registered with the System by the Applicant's project (the "SIM Registration") (at the time when the Company receives information necessary for the registration that the Applicant's project sent) or at the time when a Mobile Gateway is created by the Applicant's project (the "Mobile Gateway Creation") (at the time when the Company receives information necessary for the creation that the Applicant's project sent), whichever comes earlier.
2. A juridical person or any other organization ("Juridical Person and the like") may apply for the Optional Service (the SIM Registration or Mobile Gateway Creation) only if the Juridical Person and the like intends to use it for or as its sales activities (the "Sales Purpose") or a nonprofit Juridical Person and the like intends to use it for or as its operation (the "Operation Purpose"). The Company and the User shall mutually deem that the application is for the Sales Purpose or the Operation Purpose.

Article 37 (The Usage Fees)

1. The Usage Fees for the Optional Service shall consist of the following and the specific amounts and the like shall be set forth on the Optional Service Page. Unless otherwise set forth in these Terms and Conditions, even if the status is not the Closed Network Communication Available Condition or the Internet Communication Available Condition, the Usage Fees shall accrue.

(1) SIM basic usage fee
(2) line maintenance fee
(3) data communication fee
(4) Mobile Gateway usage fee
(5) Sub-Optional Service usage fee

Article 38 (SIM Basic Usage Fee)

1. The SIM basic usage fee shall accrue per one (1) piece of the SIM to be registered.
2. The SIM basic usage fee shall accrue each month from the time of the SIM Registration until the User's project deletes the SIM from the System (at the time when the Company receives information necessary for the deletion that the User's project sent); provided, however, that

for a SIM that has not been used for communication (meaning the wireless closed network communication or the Internet communication in this Section) during the present month, the SIM basic usage fee shall not accrue for the month. The respective SIM basic usage fees for the month to which the SIM Registration date belongs and for the month to which the day on which the registration of the SIM was deleted belongs shall accrue for a full month-period, not be calculated on a pro-rata basis.

3. If one (1) SIM is registered several times in one (1) month (including re-registration of a SIM that had been registered since before the preceding month within the month in which the SIM was deleted), the SIM basic usage fee for each registration shall accrue for the month.

Article 39 (Line Maintenance Fee)

1. The line maintenance fee shall accrue if any of the following items occurs and subsequently accrue each time 12 months, during which the registration of a SIM has not been deleted and no communication using the SIM has been made, have passed. Even if no communication has been made because the status is not the Closed Network Communication Available Condition or the Internet Communication Available Condition, the line maintenance fee shall accrue.
   (1) if the registration of a SIM has not been deleted and no communication using the SIM has been made for 12 months starting from the month to which the day on which the SIM was registered with the System belongs; or
   (2) if the registration of a SIM has not been deleted from the System and no communication using the SIM has been made for 12 consecutive months starting from the month following the month to which the day of last communication using the SIM belongs.
2. The line maintenance fee shall accrue per one (1) piece of the SIM to be registered.
3. The User shall pay the line maintenance fee no later than the 10th day of the month following the month during which the line maintenance fee has accrued pursuant to Paragraph 1.

Article 40 (Data Communication Fee)

1. The data communication fee shall accrue in proportion to data volume transmitted in communication using a SIM registered with the System for the period from the 1st day to the last day of each month and the Company shall measure the data volume. In principle, the Company shall charge the User in proportion to the transmitted data volume.
2. Notwithstanding the provisions of the preceding paragraph, if the User chooses a charging system under which a fixed data communication fee will be charged for communication of data up to the volume that the Company prescribes, the Company shall charge the User based on the charging system of the User's choice. Details of the charging system shall be set

forth on the Optional Service Page.

Article 41 (Mobile Gateway Usage Fee)

1. The Mobile Gateway usage fee shall accrue per one (1) piece of Mobile Gateway to be created.
2. The Mobile Gateway usage fee shall accrue each month from the time of the Mobile Gateway Creation until the User's project deletes the Mobile Gateway from the System (at the time when the Company receives information necessary for the deletion that the User's project sent). The respective Mobile Gateway usage fees for the month to which the Mobile Gateway Creation date belongs and for the month to which the Mobile Gateway deletion date belongs shall accrue for a full month-period, not be calculated on a pro-rata basis.

Article 42 (Sub-Optional Service Usage Fee)

1. The Sub-Optional Service usage fee shall accrue in accordance with the conditions for use set forth for the Sub-Optional Service. The User shall pay the Sub-Optional Service usage fee to the Company in accordance with the conditions for use.

Article 43 (Use Contract for Linked System)

1. If the User uses a system (the "Linked System") that a third party provides outside the Optional Service for the purpose of using the Sub-Optional Service, the User shall conclude a contract for use of the Linked System (the "Contract for Linked System") with the provider of the Linked System at the User's own expense and on its own responsibility. In linking the Optional Service with the Linked System, the User shall be obliged to comply with the Contract for Linked System. The Company shall have no concern with the User's use of the Linked System and assume no obligation of confirmation with respect to the content and conclusion of the Contract for Linked System. The Company shall assume no liability for result of the use of the Linked System. Further, the User shall assume full liability for result of the use to the Company.
2. If any provision of these Terms and Conditions or the Basic Terms and Conditions conflicts with or contradicts any provision of the Contract for Linked System, the provision of the Contract for Linked System shall prevail and apply in terms of the relationship between the User and the Linked System provider.

Article 44 (Communication Available Area, Communication Speed, Loss of Data and the like)

1. The area in which communication is available by using a SIM in the Optional Service shall be set forth on the Optional Service Page; provided, however, the Company shall not warrant

that communication is always available in the area. In particular, communication may be unavailable at a place where radio wave cannot smoothly propagate such as a tunnel, underground, multilevel car park, shadow of building, mountain area and sea.

2. While the time slot during which communication is available by using a SIM in the Optional Service is not limited, if any unavoidable event such as maintenance of communication line or facilities for the Optional Service occurs, communication may be unavailable.
3. The User shall agree that the communication speed in the Optional Service may vary and decrease due to connection status, utilization device, and the like, network environment or any other reason, and the Company shall not warrant the communication speed in the Services to the User.
4. The User shall accept in advance that the User Data or any other information and the like transmitted and received by using the Optional Service may be corrupted or lost due to radio wave condition and the like.

Article 45 (Management of SIM)

1. SIMs that the User may use for the Optional Service shall be limited to those that the Company issues. The Optional Service shall not provide any SIM. The User shall separately rent a SIM from the Company at the User's expense and use the SIM in accordance with these Terms and Conditions and the "Terms and Conditions for Use of SAKURA secure mobile connect SIM" that the Company separately prescribes.
2. The User shall properly manage ICCID and PASSCODE assigned to each SIM on its own responsibility. The Company shall not assume any liability for result of the management (including, but not limited to, result of disclosure, divulgation or guess of ICCID or PASSCODE to or by a third party; the same shall apply in the following). Further, the User shall assume full liability for result of the management to the Company.
3. A passcode ("PIN") is assigned to each SIM. The User may set on a Device a requirement to enter the PIN when connecting the SIM to the Device (the condition in which the requirement is set shall be referred to as the "PIN Lock Activated Condition"). If a correct PIN fails to be entered during the PIN Lock Activated Condition within the number of times that the Company separately prescribes, the SIM shall become temporarily unavailable for use (this condition shall be referred to as the "SIM Locked Condition" in the following).
4. In order to unlock the SIM Locked Condition set forth in the preceding paragraph, the User shall enter a number to unlock the SIM Locked Condition ("PUK") that the Company separately assigns to each SIM from the Device. If a correct PUK fails to be entered within the number of times that the Company separately prescribes, the SIM will become unavailable for use. In this case, the Company shall neither assume any liability nor

respond to the case including replacement of the SIM or refund.

5. Even if a SIM becomes unavailable for use pursuant to the preceding two (2) paragraphs, the SIM basic usage fee or the line maintenance fee for the SIM shall accrue unless the User deletes the SIM from the System.
6. The User shall properly manage PIN and PUK on its own responsibility. The Company shall not assume any liability for result of the management (including, but not limited to, result of disclosure, divulgation or guess of PIN or PUK to or by a third party; the same shall apply in the following). Further, the User shall assume full liability for result of the management to the Company.

Article 46 (Internet Settings)

1. The User shall properly manage the settings to activate or deactivate the Internet on its own responsibility. The Company shall not assume any liability for result of the management. Further, the User shall assume full liability for result of the management to the Company.

Article 47 (Device)

1. In order to communicate by using a SIM, the User shall connect the SIM to a Device. The Optional Service shall not provide any Device. The User shall separately prepare a Device at its own expense.
2. Depending on the combination between the SIM and a Device, even if a normal SIM is used, the communication may not be established. In this case, the Company shall not assume any liability.

Article 48 (Intellectual Property Rights)

1. Any intellectual property rights such as patent right, utility model right, design right and copyright and rights in know-how and the like concerning the Optional Service shall belong to the Company or a third party holding the rights (if any). Any disclosure of information from the Company to the User through these Terms and Conditions, the Service Site or the Optional Service Page, or in the course of provision of the Services or the Optional Service shall not, whether expressed or implied, in any sense, constitute licensing, grant or transfer of the patent right, utility model right, design right, copyright or license based on know-how and the like or any other right relating to the information.

Article 49 (Suspension of Provision of the Optional Service)

1. If any of the events to suspend a provision set forth in the Basic Terms and Conditions occurs or any of the following events occurs, the Company may suspend a provision of the Optional

Service in whole or in part:

(1) if any unavoidable event in technology, maintenance or any other business of the Company occurs; or

(2) if the Company recognizes that a normal provision of the Optional Service will be interrupted due to a huge volume of communications in one (1) session (meaning the condition of the User's line enabling data communication).

Article 50 (Disclaimers for Suspension and the like of Provision of the Optional Service)

1. The Company shall not be liable for compensation for damage that the User has incurred due to measures that the Company took based on the provisions of restriction on use, termination of the Use Contract or suspension of provision and the like in the Basic Terms and Conditions, unless the Basic Terms and Conditions set forth otherwise or the non-compensation violates laws and regulations.

Article 51 (Automatic Renewal and Termination of the Use Contract)

1. Notwithstanding the provisions of automatic renewal of contract period in the Basic Terms and Conditions, unless the User deletes registration of all SIMs that the User registered and all Mobile Gateways that the User has created no later than the contract termination date (the deletion of all SIMs and Mobile Gateways shall be referred to as the "Complete Deletion"), the Use Contract for the Optional Service shall be automatically extended for another one (1) year each and the same shall apply after the automatic extension.
2. Notwithstanding the provisions of termination date in the Basic Terms and Conditions and these Terms and Conditions, if the User conducts the Complete Deletion even during the contract period for the Optional Service, the User may terminate the Use Contract for the Optional Service as of the last day of the month in which the User conducted the Complete Deletion.

Section 9 SAKURA mono platform (the "Optional Service" in this Section)

Article 52 (Content of the Optional Service)

1. The Optional Service is a service to provide a platform for a Physical Device in which a Physical SIM that the Company provides in "SAKURA secure mobile connect" is embedded to communicate with a system and the like (the "Linked System" in this Section) that the Company or a third party provides outside the Optional Service by a prescribed method.
2. The Company shall provide the following function in the Optional Service and the details shall be set forth on a web page concerning the Optional Service (the "Optional Service Page" in this Section):

(1) integrated management function of a Device ID in the control panel of the Basic Service.

3. The Company shall provide the following functions as optional services of the Optional Service (the "Sub-Optional Service") and the details shall be set forth on the Optional Service Page:

(1) service adapter function: a function to make linkage between the Optional Service and the Linked System by using a specific data format;

(2) file transmission and reception function: a function to receive and store in the Optional Service file data that a Physical Device or the Linked System transmits and deliver to a Physical Device or the Linked System designated based on the User's settings; and

(3) other functions that the Company separately sets forth in addition to the above two (2) items.

4. The Company shall set forth the conditions for use of the Sub-Optional Service on the Optional Service Page, and the User shall use the Sub-Optional Service with consenting to the conditions for use.

Article 53 (Structure of the Optional Service)

1. The User may use the Optional Service by registering a SIM Resource that has been created on the core system of the Basic Service (the "System" in this Section) with a mono platform project that has been created on the System. The User itself shall make these creation or registration (collectively, the "Usage Management" in this Section), and even if the Optional Service is unavailable for use due to failure in the Usage Management, the Company shall not assume any liability.
2. In order to use the Optional Service, the User shall conclude a separate contract for "SAKURA secure mobile connect" among the Services. Depending on the User's settings in "SAKURA secure mobile connect," the Optional Service may be unavailable for use but, in this case the Company shall not assume any liability.

Article 54 (Definition of Terms)

1. The "Physical SIM" shall mean an item in which identification number and any other information of the User necessary to use a line of a telecommunications carrier can be recorded, which the Company issues for "SAKURA secure mobile connect."
2. The "SIM Resource" shall mean a management unit to be created at the time when a Physical SIM is registered with the System in "SAKURA secure mobile connect."
3. The "Physical Device" shall mean an electronic device and the like to which the User connects a Physical SIM.
4. The "Mono Platform Project" shall mean a management unit to make appropriate routing

between a SIM resource and the Sub-Optional Service that the User designates.

5. The "Device ID" shall mean a unique identifier to be issued to a SIM Resource at the time when the SIM Resource is registered with a Mono Platform Project. After a Device ID is given, even if the SIM Resource is deleted from the Mono Platform Project, if the SIM Resource is re-registered with the Mono Platform Project, the Device ID given at the time of initial registration will be given again.

Article 55 (Formation of the Use Contract)

1. Notwithstanding the provisions of formation of the Use Contract in the Basic Terms and Conditions, the Use Contract for the Optional Service shall be deemed to be formed at the time when an Applicant's Mono Platform Project is created (at the time when the Company receives information necessary for the creation that the Applicant sent).
2. A juridical person or any other organization ("Juridical Person and the like" in this Section) may apply for the Optional Service (create a Mono Platform Project) only if the Juridical Person and the like intends to use it for or as its sales activities (the "Sales Purpose" in this Section) or a nonprofit Judicial Person and the like intends to use it for or as its operation (the "Operation Purpose"). The Company and the User shall mutually deem that the application is for the Sales Purpose or the Operation Purpose.

Article 56 (The Usage Fees)

1. The Usage Fees for the Optional Service shall consist of the following and the specific amounts and the like shall be set forth on the Optional Service Page. Even if the status is not the Closed Network Communication Available Condition or the Internet Communication Available Condition in "SAKURA secure mobile connect," the Usage Fees shall accrue. The definitions of the Closed Network Communication Available Condition and the Internet Communication Available Condition shall be as defined in the section of "SAKURA secure mobile connect" of these Terms and Conditions.

(1) platform basic usage fee; and

(2) Sub-Optional Service usage fee.

Article 57 (Platform Basic Usage Fee)

1. The platform basic usage fee shall accrue per one (1) Device ID given to a SIM Resource to be registered with a Mono Platform Project.
2. The platform basic usage fee shall accrue each month from the time when a Device ID is given by registering a SIM Resource with a Mono Platform Project until the Device ID is deleted by deregistering the SIM Resource from the Mono Platform Project (at the time when

the Company receives information that the User sent as necessary for the deletion); provided, however, that as for a Device ID that was unused for communication through the platform (meaning the wireless closed network communication or the Internet communication) during the present month, the platform basic usage fee shall not accrue for the month. The respective platform basic usage fees for the month to which the day on which a Device ID was given belongs and for the month to which the day on which the Device ID was deleted belongs shall accrue for a full month-period, not be calculated on a pro-rata basis.

3. If the same Device ID is given several times by registering the same SIM Resource several times in the same month (including a case in which the same Device ID is re-given by re-registering a SIM Resource that had been registered since before the preceding month within the month in which the SIM Resource was deleted from the Mono Platform Project), the platform basic usage fee for each giving the Device ID shall accrue for the month.

Article 58 (Sub-Optional Service Usage Fee)

1. The Sub-Optional Service usage fee shall accrue in accordance with the conditions for use set forth for the relevant Sub-Optional Service. The User shall pay the Sub-Optional Service usage fee to the Company in accordance with the conditions for use.

Article 59 (The Use Contract for the Linked System)

1. If the User uses the Linked System in using the Sub-Optional Service, the User shall conclude a contract for use of the Linked System with the provider of the Linked System as necessary (the "Contract for Linked System" in this Section) at the User's own expense and on its own responsibility. In linking the Optional Service with the Linked System, the User shall be obliged to comply with the Contract for Linked System. The Company shall have no concern with the User's use of the Linked System and assume no obligation of confirmation concerning the content and conclusion of the Contract for Linked System. The Company shall assume no liability for result of the use of the Linked System. Further, the User shall assume full liability for result of the use to the Company.
2. If any provision of these Terms and Conditions or the Basic Terms and Conditions conflicts with or contradicts any provision of the Contract for Linked System, the provision of the Contract for Linked System shall prevail and apply in terms of the relationship between the User and the Linked System provider.

Article 60 (Physical SIM and Physical Device)

1. The Optional Service shall not provide any Physical SIM or Physical Device. The User shall separately prepare a Physical SIM and a Physical Device at its own expense and on its

own responsibility.

Article 61 (Non-Warranty, Disclaimers with respect to Design Information)

1. With respect to the "Design Information" that the Company provides to the User in relation to the Optional Service (which the Company prescribes on the Optional Service Page, including, but not limited to, sample hardware, development kit and software provided to the User in the β test of the Optional Service and information on these items), the Company shall not give, whether expressed or implied, any warranty (including, but not limited to, warranty for fitness for a particular purpose, effectiveness of function and effect, service quality, security against threat, merchantability, completeness, accuracy, identity or consistency of reproduced/relocated data, non-infringement of third party's rights, normal operation of equipment and facilities provided to the User based on the Company's Services, steady provision of the Company's Services and the like) to the User.

Article 62 (Automatic Renewal and Termination of the Use Contract)

1. Notwithstanding the provisions of automatic renewal of contract period in the Basic Terms and Conditions, unless the User deletes all Mono Platform Projects that the User has created no later than the contract termination date (the deletion of all Mono Platform Projects shall be referred to as the "Complete Deletion" in this Section), the Use Contract for the Optional Service shall be automatically extended for another one (1) year each and the same shall apply after the automatic extension.
2. Notwithstanding the provisions of termination date in the Basic Terms and Conditions and these Terms and Conditions, if the User conducts the Complete Deletion even during the contract period for the Optional Service, the User may terminate the Use Contract for the Optional Service as of the last day of the month in which the User conducted the Complete Deletion.

Section 10 SAKURA secure mobile connect and SAKURA mono platform Beta Version Service (the "Beta Version Service" in this Section)

Article 63 (Content of the Beta Version Service)

1. The Beta Version Service is a collective term of the services under development which are provided on a trial basis among the Sub-Optional Services (meaning the services set forth in Article 33 and Article 52; the same shall apply in the following) of SAKURA secure mobile connect set forth in Section 8 and SAKURA mono platform set forth in Section 9 (collectively, "Each Optional Service" in this Section). The provision of Article 11 shall apply to the Beta Version Service

2. The Beta Version Service shall be provided targeting the User of Each Optional Service.
3. The Beta Version Service shall be provided for free of charge.

Article 64 (Formation of the Use Contract)

1. Notwithstanding the provisions of formation of the Use Contract in the Basic Terms and Conditions, the Use Contract for the Beta Version Service shall be deemed to be formed at the time when the User of Each Optional Service completes setting on the control panel relating to use of the Beta Version Service (at the time when the Company receives information necessary for the use of the Beta Version Service that the User of Each Optional Service's project sent).

Article 65 (Non-Warranty, Disclaimers)

1. The Company shall not assume any liability for compensation for damage or any other liability with respect to the damage that the User has incurred (including, but not limited to, delay in transmission and reception of the User Data (meaning all the data saved or accumulated in each provided area or a device and the like which the User owns or rents), loss or damage and the like of the User Data) due to use of the Beta Version Service.
2. If the User Data is lost or damaged due to the use of the Beta Version Service, the Company shall assume no obligation of restoring the data.

Article 66 (Use of the Formal Service)

1. If the Company Formally Servitizes the Beta Version Service after termination of provision of the Beta Version Service, the User who desires to use the Formal Service shall once again conclude the Use Contract for the Formal Service with the Company no later than the date which the Company designates. If the User uses the Formal Service, the Company shall not assume any liability for transferring the User Data to the Formal Service.
2. With respect to a notification from the Company to the User concerning discontinuation of the Beta Version Service and provision of the Formal Service, the Company shall notify by a method which the Company determines appropriate such as sending an e-mail to the e-mail address which the User designates, sending a document or posting on the Company's website.

Article 67 (Relationship with the Use Contract of Each Optional Service)

1. If the Use Contract for Each Optional Service terminates, the Use Contract for the Beta Version Service shall automatically terminate.
2. If provision of Each Optional Service is suspended or discontinued during use of the Use

Contract for Each Optional Service, provision of the Beta Version Service shall also be suspended or discontinued.

3. The Company shall not assume any liability for compensation for damage with respect to the damage that each User has incurred due to termination of the Use Contract for the Beta Version Service or suspension or discontinuation of the Beta Version Service pursuant to the preceding two (2) paragraphs.

Section 11Short Message Service (SMS) (the "Optional Service" in this Section)

Article 68 (Content/Type of the Optional Service)

1. The Optional Service is a service in which the User may use on the Basic Service a service to send a text message to a mobile number that the User designates through a platform that BBSakura Networks, Inc. (the "Provider") holds.
2. The type of the Optional Service that the Company provides shall be as follows and the details shall be set forth on the web page for the Optional Service (the "Optional Service Page" in this Section).
   (1) 2-step verification service; and
   (2) A2PSMS distribution service.

Article 69 (Application)

1. The User shall apply for the Optional Service for each type.

Article 70 (Personal Information)

1. In using the Optional Service, the User shall comply with the Act on the Protection of Personal Information (Act No. 57 of 2003) and, on its own responsibility, lawfully obtain the mobile number and any other personal information of a recipient that the User designates to which a text message will be sent.
2. With respect to a dispute between a third party and the User arising in connection with handling of the mobile number and any other personal information that the User obtained pursuant to the preceding paragraph, the User shall resolve the dispute at its own expense and on its own responsibility and the Company shall not assume any liability for the dispute.

Article 71 (The Usage Fees)

1. The Usage Fees for the Optional Service shall accrue, regardless of whether a text message has been successfully sent and received, based on the number of messages sent for a period from the 1st day to the last day of each month, and the specific amount shall be set forth on the Optional Service Page.

Article 72 (Use of the Optional Service by Third Party)

1. The User may not permit an End User to use the A2PSMS distribution service among the Optional Service regardless of with or without charge, except in the case where the User passes the screening test to be conducted by the Company and the Provider and concludes a separate contract with the Company.
2. With respect to a seal registration certificate, qualification certificate, certified copy of commercial register and any other documents that the Company and the Provider designate as necessary for the screening to conclude the contract in the preceding paragraph, if the Company requests the User to provide the documents, the User shall respond to the request.

Article 73 (Restriction on Use of the Optional Service)

1. In addition to the events for restriction on the use set forth in the Basic Terms and Conditions occurs, if the Company or the Provider confirms that the User is using the Optional Service in a manner to be judged as spam under the generally accepted standards, the Company may restrict the User from using the Optional Service in whole or in part.
2. In order to ensure a stable provision of the Optional Service, the Provider may analyze information on communications that has been collected and accumulated to the extent necessary to judge whether the use should be restricted pursuant to the preceding paragraph.

Article 74 (Suspension of Provision of the Optional Service)

1. If any of the events for suspension of provision set forth in the Basic Terms and Conditions occurs, or if any telecommunications service of the Provider or any other telecommunications carrier necessary for provision of the Optional Service is suspended, the Company may suspend the provision of the Optional Service in whole or in part. In this case, the Company's responsibility, such as giving a suspension notice and relocation of equipment, and the Usage Fees shall be subject to the provisions for suspension of provision in the Basic Terms and Conditions.

Article 75 (Termination)

1. Notwithstanding the provisions of termination date in the Basic Terms and Conditions and these Terms and Conditions, even during the contract period of the Optional Service, if the User gives notice to the Company between the 1st day and the 20th day of any month, the User may terminate the Use Contract for the Optional Service as of the last day of the month, or if the User gives notice to the Company between the 21st day and the last day of any month, as of the last day of the following month.

2. Even if the Use Contract for the Basic Service in whole terminates or is terminated, the Use Contract for the Optional Service shall remain in force, and the termination of the Optional Service shall be subject to the procedures set forth in the preceding paragraph.

Article 76 (Support)

1. In principle, the Company shall act as support contact for the User for the Optional Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company's judgment, jointly provide the support to the User after the Company giving notice to the User.

Article 77 (Change or Discontinuation of Service Content)

1. The Company may change or discontinue the content of the Optional Service due to dissolution of the Provider or change or discontinuation and the like of the Provider's service content. 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.

Article 78 (Disclaimers)

1. If the User is unable to use the Basic Service due to the Optional Service, the quality assurance set forth in Article 10 shall not apply.

Section 12 Free SSL Server Certificate Service (the "Optional Service" in this Section)

Article 79 (Content of the Optional Service)

1. The Optional Service is a service in which the Company, on behalf of the User, takes procedures necessary for issuance of an SSL server certificate (including a provision of an optional service applicable to the SSL server certificate by the organization providing services for issuance and expiration of SSL server certificates (the "Certificate Authority" in this Section) that issues the SSL server certificate) to the Certificate Authority, or renewal of the effective period set forth in Article 85 with the Certificate Authority, and performs setting works necessary for the User to use on the Basic Service the SSL server certificate issued or renewed through the procedures. The Certificate Authority with which an application for issuance or renewal of effective period of an SSL server certificate may be made, and items of an SSL server certificate of which an application for issuance or renewal of effective period may be made, by using the Optional Service shall be set forth on the webpage explaining the Optional Service among the Service Site (the "Service Page" in this Section).

2. The Optional Service shall be provided for free of charge.

Article 80 (Upper-Level Terms of Use)

1. The Use Contract for the Optional Service shall be subject to the terms and conditions, codes, rules and regulations and the like applicable to SSL server certificates that the Certificate Authority sets forth (the "Upper-Lever Terms of Use" in this Section) in addition to the Basic Terms and Conditions and these Terms and Conditions, which shall govern the content of the Use Contract. If any provision of the Basic Terms and Conditions or these Terms and Conditions conflicts with or contradicts any provision of the Upper-Level Terms of Use, the provision of the Upper-Lever Terms of Use shall prevail and apply.
2. With respect to SSL server certificates, the User shall consent to follow the Upper-Level Terms of Use in terms of the relationship with the Certification Authority or third parties. Even if the Upper-Level Terms of Use are established or changed without the User's consent, the same shall apply.

Article 81 (Application)

1. The User may apply for the Optional Service only if the User is using the service(s) that the Company designates among types of the Basic Service on the Service Page (the "Company Designating Service" in this Section).
2. The conditions for use of the Optional Service shall be set forth on the Service Page.

Article 82 (Refusal of Application, Denial of Issuance)

1. The Company may refuse to accept the application in the preceding Article not only if the User falls under any of the events for refusing the application set forth in the Basic Terms and Conditions but also if the Company recognizes it inappropriate to accept the application in light of the Upper-Lever Terms of Use.
2. The Certificate Authority may deny acceptance of any application for new issuance of or for renewal of effective period of an SSL server certificate that the Company made on behalf of the User and may not issue, or renew the effective period of, the SSL server certificate.
3. The Company and the Certificate Authority shall not assume any liability for damage that the User has incurred in connection with the fact that the Company or the Certificate Authority refused to accept the application or to issue, or renew the effective period of, the certificate.

Article 83 (Provision of Necessary Information)

1. The User shall provide the Company with information and documents necessary for the

Company to provide the Optional Service (the "Information and the like" in this Section) and keep all the Information and the like that the User has provided to the Company accurate and updated.

2. The Company may request the User to provide the Information and the like that the Company decides it necessary to provide the Optional Service other than the Information and the like that the User has already provided to the Company, and the User shall respond to the request.

Article 84 (Expiration)

1. If any of the following items occurs, the Company and the Certificate Authority may immediately invalidate the User's SSL server certificate without giving prior notice to the User:
   (1) if the User breaches the Upper-Level Terms of Use, the Basic Terms and Conditions or these Terms and Conditions;
   (2) if the invalidation is demanded or permitted through due procedures based on the Upper-Level Terms of Use;
   (3) if the invalidation is requested based on laws and regulations;
   (4) if the Certificate Authority recognizes that the secret key to the SSL server certificate is likely to be compromised; and
   (5) if there is any other reasonable cause that the Company or the Certificate Authority recognizes the expiration as necessary.
2. The User may not raise any objection against the invalidation of SSL server certificate pursuant to the preceding paragraph.
3. The Company and the Certificate Authority shall not assume any liability for damage that the User has incurred in connection with the invalidation of SSL server certificate for any reason including the cases of Paragraph 1 of this Article and Paragraph 3 of Article 86.

Article 85 (Effective Period, Renewal and Termination)

1. The effective period of an SSL server certificate issued in the Optional Service shall be from the day on which the Certificate Authority issues the SSL server certificate through the Company to the day which the Certificate Authority designates as the last day of effective period of the SSL server certificate.
2. Unless the User expresses its intention to terminate the Use Contract for the Optional Service by the method that the Company prescribes no later than 30 days before the end of the effective period of the SSL server certificate issued in the Optional Service, the Company shall take procedures to renew the effective period of the SSL server certificate on behalf of the User and the same shall apply after the first renewal.

3. The User may terminate the Use Contract for the Optional Service as of the day on which the User gives notice to the Company by the method that the Company prescribes.
4. If the Use Contract for the Company Designating Service terminates, the Use Contract for the Optional Service associated to the terminating Use Contract shall automatically terminate as well.
5. If the Use Contract for the Optional Service terminates for any reason, notwithstanding the provisions of Paragraphs 1 and 2 of this Article, the Company may immediately invalidate the SSL server certificate under the Use Contract.

Article 86 (Warranty, Disclaimers)

1. The Company only warrants that in providing the Optional Service, the Company shall take procedures to apply for issuance of or renewal of effective period of the SSL server certificate with the Certificate Authority on behalf of the User based on the Information and the like that the User provides. The Company gives no warranty that the SSL server certificate will be issued or the effective period of the SSL server certificate will be renewed as a result of the Company's action on behalf of the User and shall not assume any liability for any damage that the User has incurred in connection with the Company's action on behalf of the User.
2. An SSL server certificate issued in the Optional Service shall be provided to the User pursuant to the Upper-Level Terms of Use that the Certificate Authority issuing the SSL server certificate sets forth, and the Company gives no warranty for the SSL server certificate including warranty of merchantability, fitness for the User's intended purposes of use and no infringement of third parties' rights and shall not assume any liability for damage that the User has incurred in connection with the User's use of the SSL server certificate.
3. With respect to an SSL server certificate that the User received, for reasons on the Certificate Authority that issued the SSL server certificate, the effective provision of the SSL server certificate may be suspended or terminated or become subject to specification change and the like. The Company shall make efforts to notify the suspension, termination or specification change and the like to the User without delay but shall not assume any liability for the suspension, discontinuation or specification change or delay in the notification.
4. The Company may terminate a provision of the Optional Service in whole or in part due to dissolution of the Certificate Authority or termination of the Certificate Authority's service to issue SSL server certificates. The Company shall make efforts to notify the termination to the User without delay but shall not assume any liability for the termination or delay in the notification.

Section 13 AppRun Service Beta Version (the "Beta Version Service" in this Section)

Article 87 (Content of the Beta Version Service)

1. A beta version service is a service in which the Company provides a service under development on a trial basis, and the Beta Version Service is a service that automatically scales as necessary by the User registering and performing the User's application packaged using container technology (the "Container Image") within the environment which the Company constructed on the Basic Service. Article 11 shall apply to the Beta Version Service.
2. The Beta Version Service shall be provided for free of charge.

Article 88 (Formation of Use Contract, Use Start Date)

1. Notwithstanding the provisions of formation of the Use Contract in the Basic Terms and Conditions and these Terms and Conditions, the Use Contract pertaining to the Beta Version Service shall be deemed to be formed when the User registers the Container Image within the environment which the Company constructed.
2. The provision of the Beta Version Service shall begin when the Use Contract pertaining to the Beta Version Service is formed pursuant to the preceding paragraph.

Article 89 (Termination)

1. Notwithstanding the provisions of termination date in the Basic Terms and Conditions and these Terms and Conditions, the provision of the Beta Version Service shall terminate at the time when the User deletes the Container Image from the environment which the Company constructed, and the Use Contract pertaining to the Beta Version Service shall terminate at that time.

Article 90 (Non-Warranty, Disclaimers)

1. The User acknowledges in advance that use of the Beta Version Service may be restricted or temporarily unavailable due to load on the system operating the Beta Version Service and other factors.
2. The Company shall not assume any liability for compensation for damage or any other liability as to the damage that the User has incurred as a result of using or being unable to use the Beta Version Service; provided, however, that this shall not apply to the case where the User who is an individual (excluding those who becomes a party to a contract as business or for business purposes) incurs damage relating to use of the Beta Version Service, and the case shall be subject to the provisions of the Company's liability in the Basic Terms and Conditions.
3. The User agrees in advance that the Company does not warrant that the Company will always

be able to respond or reply to support or inquiries concerning the Beta Version Service.

Article 91 (Survey)

1. The Company may conduct surveys and the like concerning the Beta Version Service to the User from time to time.
2. The Company may freely modify, edit, publish, reproduce, distribute or otherwise use the content of responses provided by the User in the survey and the like based on the preceding paragraph, and the User shall not exercise any copyright, moral rights or any other rights against the Company.

Article 92 (Use of the Formal Service)

1. If the Company Formally Servitizes the Beta Version Service after termination of provision of the Beta Version Service, the User who desires to use the Formal Service shall once again conclude the Use Contract for the Formal Service with the Company. If the User uses the Formal Service, the Company shall not assume any liability for transferring the User Data to the Formal Service.
2. With respect to a notification from the Company to the User concerning discontinuation of the Beta Version Service and provision of the Formal Service, the Company shall notify by a method which the Company determines appropriate such as sending an e-mail to the e-mail address which the User designates, sending a document or posting on the Company's Service Site.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of SAKURA Cloud Terms and Conditions which applied on and after February 7, 2025, and shall apply on and after April 16, 2025 pursuant to the provisions of amendment to terms and conditions in the Basic Terms and Conditions.

Article 2 (Special Provisions of SAKURA secure mobile connect Line Maintenance Fee)

Notwithstanding the provisions of Article 39, Paragraph 1, with respect to any SIM that is registered with the core system of SAKURA secure mobile connect as of August 1, 2022, if the registration of the SIM has not been deleted and no communication using the SIM has been made for 12 months from August 1, 2022, the line maintenance fee shall accrue and subsequently, the line maintenance fee shall accrue each time 12 consecutive months during which no

communication using the SIM is made have passed.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated April 16, 2025 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.]