[English Translation]

SAKURA Web Hosting Broker System Terms and Conditions

Article 1 (Application of Terms and Conditions)

1. These SAKURA Web Hosting Broker (*toritsugiten*) System Terms and Conditions (these "Terms and Conditions") apply to the broker system (the "Program"), from among the web hosting services which SAKURA internet Inc. (the "Company") provides, which the Company provides to a business operator aiming for development together with the Company and the Target Service (as defined below) through the Broker Activity (as defined in Article 3, Paragraph 1) for promoting sale of the plan which the Company separately designates (the "Target Service").

Article 2 (Registration in the Program)

1. A business operator which wishes to register in the Program shall apply to the Company by the method that the Company prescribes (such a business operator that has applied shall be referred to as the "Applicant"). The Applicant needs to possess a membership ID of the Company.
2. The Company shall conduct a screening that the Company prescribes on the application in the preceding paragraph. The Applicant shall be registered as an broker in the Program when the Company transmits a notice of passing the screening, and a contract based on these Terms and Conditions (the "Broker Contract") shall be deemed to be formed between the Company and the Applicant (a business operator registered as an broker shall be referred to as the "Broker").
3. The Applicant shall respond to a request from the Company to submit materials which the Company needs for the screening in the preceding paragraph.
4. If the Company determines that the Applicant falls under any of the following items, the Company may refuse the application. If the Company refuses 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 likely to breach a contract with the Company because the Applicant has ever breached any other contract with the Company before or for any other reason;
   (2) if the information notified at the time of application (if the Applicant has revised the information, including the information after revision) contains false information;
   (3) if the Applicant does not fall under either a juridical person with its head office or principal office in Japan or a sole proprietor continuously conducting business in Japan;
   (4) if the Applicant is a minor, adult ward, person under curatorship or person under assistance who is subject to a decision under Article 17, Paragraph 1 of the Civil Code and fails to

obtain consent and the like on the application from its legal representative, guardian, curator or assistant or if the Applicant is in a situation similar to any of the above in a country other than Japan;

(5) if a significant difficulty in business or technology is recognized as to the provision of the Program to the Applicant;

(6) if the Applicant falls under the Antisocial Forces (an organized crime group, a member of an organized crime group, a person who was a member of an organized crime group within the past five (5) years, a quasi-member of organized crime group, a person related to organized crime group, a company related to organized crime group, a corporate racketeer (*sokaiya*), a crime group pretending to be a social activist and the like, a special intellectual violent organization or any other person equivalent to the above); and

(7) if the Company recognizes that acceptance of the application is inappropriate due to any other reason.

5. If the information that the Broker notified at the time of application is changed, the Broker shall promptly notify the Company of the change. Even if communication and the like from the Company to the Broker fails to arrive at the Broker or is delayed in arrival due to the Broker's delay in notification of change or failure of the notification, the Company may deem that the communication and the like has arrived at the time when the same is supposed to arrive. The Company shall not assume any liability for damage that the Broker or any third party has incurred due to such delay or failure in notification.

Article 3 (Broker Activity in the Program)

1. The Broker shall carry out the activity of the following items (collectively, the "Broker Activity").

(1) The Broker shall mediate by the method that the Company prescribes an application for a use contract for the Target Service to the Company by any person who wishes to use the Target Service (the "End User," regardless of whether a use contract for the Target Service has been formed with the Company through the Broker Activity) ;

(2) The Broker shall fully explain to the End User about the conditions of use such as the terms and conditions and the like for the Target Service which the Company sets forth and have the End User understands them prior to the End User's application for a use contract so that the End User may properly use the Target Service. Until the End User applies to the Company for a use contract for the Target Service, the Broker shall directly respond to the End User as to inquiries from the End User on matters concerning the conditions of use such as the terms and conditions and the like for the Target Service, technical matters concerning the Target Service and all other matters.

(3) The Broker shall advertise and promote and the like for the Target Service. In this case, the Broker shall report to the Company as to the content and methods of advertising, promotion and the like (including the case of changing the content and method previously approved) and obtain prior approval.

2. The Broker shall promptly respond to any instructions or guidance from the Company as to the content and methods of the Broker Activity.
3. The Broker may not subcontract the Broker Activity or other performance of obligations under the Broker Contract to a third party without obtaining the Company's prior approval.

Article 4 (Company's Support)

1. The Company will provide the Broker with brochures, specifications and other materials and the like (the "Materials") concerning the Target Service which the Company determines it necessary, free of charge. The Broker shall use the Materials in accordance with the method which the Company sets forth.
2. The Company shall promptly notify the Broker when the Company makes any revisions or updates and the like to the Materials. After the notification, the Broker shall use the revised or updated Materials, and if there are any Materials before the revision or update which the Broker has presented to the End User before concluding a use contract for the Target Service with the Company, the Broker shall promptly re-present the Materials after the revision or update.
3. The Company grants the Broker a non-exclusive right to use trademarks and the like which the Company separately designates (the "Company's Trademark and the like") within Japan to the extent necessary for carrying out the Broker Activity, on brochures and other advertising, promotional and sales materials which the Broker prepares. The Broker shall not sublicense, transfer or pledge the rights to any third party.

Article 5 (Matters to Confirm)

1. The Broker may apply for use of the Target Service as the End User by the method in Article 3, Paragraph 1 for purposes of using the Target Service by itself and may conclude a use contract of the Target Service with the Company. Even in this case, remuneration set forth in Article 8 shall be incurred.
2. The Program does not prevent the Company from selling the Target Service by itself or from having a third party sell or mediate the Target Service.
3. The Broker shall not have an authority to conduct legal acts as an agent for the Company.
4. A use contract for the Target Service by the End User shall be directly concluded between the Company and the End User. Regardless of reasons, if the Broker Contract terminates or the

Company terminates the Program, the End User's use contract shall continue.

Article 6 (Prohibited Matters)

1. The Broker shall not conduct acts which constitute, or may constitute, the acts set forth in any of the following items when carrying out the Broker Activity.
   (1) deceptive acts that Broker pretends to be the Company;
   (2) acts that indicate as if the Broker has an authority to conduct legal acts as the Company's agent;
   (3) acts such as false description, advertisement or promotion concerning the Target Service, or acts such as false or exaggerated description, advertisement or promotion and the like;
   (4) acts constituting a reduction or release of usage fees such as refunding cash and the like to the End User, or acts that induces the End User by stating reduction or release of usage fees;
   (5) trademark registration application for a mark similar to the Company's Trademark and the like;
   (6) acts that defame the Company's credit, reputation or trust relationship between the Company and a third party;
   (7) acts in violation of laws and regulations; or
   (8) any other act that the Company determines inappropriate as act of the Broker.

Article 7 (Fees concerning Registration in the Program and Costs pertaining to Broker Activity)

1. Fees for the registration on the Program are free of charge.
2. The Broker shall conduct the Broker Activity at its own expense, and except for remuneration set forth in the following Article, the Company shall not pay the Broker any money, regardless of reasons.

Article 8 (Remuneration to Broker)

1. Remuneration from the Company to the Broker shall accrue, as to applications for use of the Target Service which have been mediated by the method in Article 3, Paragraph 1, when use contracts equal to or more than the number of contracts which the Company sets forth have been formed between the Company and the End Users and when the Company confirms the payment of usage fees from the End Users. The Broker acknowledges that remuneration shall not accrue only by an application by the method in Article 3, Paragraph 1.
2. Remuneration amount differs depending on the plan for the Target Service pertaining to the use contract which has been formed between the Company and the End User. The Company shall separately set forth the specific remuneration amount.

3. The Company shall calculate remuneration accrued from the 1st day to the last day of every month and notify the Broker of it no later than the 20th day of the following month and shall pay it no later than the last day of the month two (2) months following the month in which the remuneration accrued.
4. Regardless of reasons, even if the Broker Contract terminates, the remunerations which have accrued during the month to which the termination date of the Broker Contract belongs shall be paid in accordance with the preceding paragraph.
5. Remuneration will be paid through the method of bank transfer to the bank account which the Broker designates. The Company shall bear the bank transfer charge.
6. If the Company recognizes the remuneration amount to be inadequate due to fluctuations and the like in prices or maintenance, management and operating costs pertaining to the Company's facilities, Article 10 shall apply mutatis mutandis, and even during the contract period of the Broker Contract, the Company may change the remuneration amount by notifying the Broker in accordance with the said Article.

Article 9 (Transfer of Status)

1. The Broker shall not transfer or provide as collateral its status or rights under the Broker Contract to a third party or cause a third party to take over its status or obligations under the Broker Contract without prior written approval of the Company.

Article 10 (Amendment to these Terms and Conditions)

1. The Company may amend these Terms and Conditions. If the Company amends these Terms and Conditions, the Company will notify the Broker at least seven (7) days prior to the change by posting the change on the website for the Program, sending an email or by any other appropriate method which the Company reasonably determines. The Broker shall be deemed to have accepted the contents of the Terms and Conditions after the amendment by continuing the registration in the Program after the Company amended these Terms and Conditions.

Article 11 (Contract Period of the Broker Contract, Termination of the Broker Contract by the Broker)

1. The contract period of the Broker Contract shall be one (1) year from the date of its formation, and unless the Broker expresses its intention to terminate the contract pursuant to the following paragraph or the Company terminates the contract pursuant to the following Article, the Broker Contract shall be automatically renewed for another one (1) year, and the same shall apply after the renewal.
2. The Broker may, by giving notice to the Company in a manner that the Company prescribes,

terminate the Broker Contract and terminate the registration in the Program effective as of the date of the notice.

Article 12 (Termination by the Company)

1. If the Broker falls under any of the following items, the Company may immediately terminate the Broker Contract without giving notice or demand to the Broker and terminate the registration in the Program:
   (1) if the Broker falls under any of the items of Article 2, Paragraph 4;
   (2) if the Company determines that the Broker has breached these Terms and Conditions;
   (3) if the Broker receives a petition for attachment, provisional attachment, provisional disposition, collection of tax delinquency, public sale or the like, or a petition for commencement of insolvency proceedings such as bankruptcy proceedings, civil rehabilitation proceedings, special liquidation proceedings and corporate reorganization proceedings for the Broker is filed, or the Company enters a liquidation, or the Company determines that the Broker is in a situation similar to any of the above in a country other than Japan;
   (4) if the Broker suspends its payment such as a case where any bill or check drawn by the Broker is dishonored, or there is any other event to be reasonably recognized that the Broker's credit standing has become worse;
   (5) if the Company determines that a permission or any other relevant qualifications of the Company may be revoked by public agencies and the like due to an act (including omission) of the Broker or the End User; and
   (6) in addition to the foregoing items, if the Company reasonably determines that the Broker is inappropriate as the Broker.

Article 13 (Discontinuation of the Program)

1. The Company may unavoidably discontinue the Program for certain reasons. In that case, the Company shall notify the Broker to that effect no later than one (1) month before the discontinuation; provided, however, that if the Company determines it as necessary to immediately discontinue the Program due to an order, disposition, request or the like by public agencies and the like, the Company may immediately discontinue the Program without giving prior notice to the Broker.
2. If the Company discontinues the Program pursuant to the preceding paragraph, the Company shall not assume any liability for damage that the Broker has incurred in connection with the discontinuation.

Article 14 Non-Warranty, Disclaimers)

1. Unless otherwise set forth in these Terms and Conditions, with respect to provision of the Program to the Broker, 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, security/merchantability against quality/threat of the Target Service, completeness, accuracy, non-infringement of third party's rights, normal operation of equipment, facilities, software and the like used in connection with the Program and steady provision of the Program and the like).
2. Unless otherwise set forth in these Terms and Conditions, the Company shall not assume any liability, regardless of default liability, tort liability or any other liability under law (including those both in Japan and in a country other than Japan; the same shall apply hereinafter), for compensation for damage that the Broker has incurred in connection with use of the Program (including, but not limited to, damage caused by unavailability of the Program, defect/failure/breakdown/delay in provision of the Materials/facilities/equipment/software and the like provided in the Program and unauthorized access/cracking/wrongful use of security hole by a third party and the like; the same shall apply hereinafter).
3. If the Company compensates the Broker, the payment shall be made in Japanese yen. The amount of the Company's liability for compensation to the Broker shall be, regardless of the cause, limited to the amount of remuneration paid to the Broker on the most recent payment date.
4. The Company shall not assume any liability to the Broker for delay in or impossibility of performance of the Program in whole or in part due to natural disaster, war, riot, civil war, any other force majeure, establishment/revision/repeal of laws and regulations of Japan or a country other than Japan, order/disposition/request by public agencies and the like, restriction on access to the Internet, filtering or interception of part of communication through the Internet, act of labor dispute, transportation/communication line or any other cause not attributable to the Company.
5. With respect to a dispute between a third party in Japan or in a country other than Japan (including, but not limited to, the End User) and the Company or the Broker arising from the Broker Activity of the Broker, the Broker shall resolve it on its own responsibility and at its own expense, and the Company shall not assume any responsibility for the dispute.

Article 15 (Compensation for Damage)

1. If the Broker or its employee or other affiliates of the Broker causes damage to the Company due to an act violating these Terms and Conditions, then the Broker shall compensate the Company for the damage.

Article 16 (Confidentiality)

1. For the purposes of these Terms and Conditions, the Confidential Information shall mean, among the technical, business or other information under the business operation, which the Broker or the Broker is provided by the Company or is able to know in the course of performing the Broker Activity, the information which is specified as confidential (including the information disclosed orally referring to its confidentiality); provided, however, that the above shall not apply to the information which the Broker can prove falls under any of the following items:
   (1) Information that was known to the public at the time of disclosure;
   (2) Information that was in the possession of the Broker at the time of disclosure;
   (3) Information that has become known to the public due to reasons not attributable to the Broker after disclosure;
   (4) Information duly acquired from a third party without assuming confidentiality obligations after disclosure; or
   (5) Information that the Broker has independently developed regardless of before or after disclosure.
2. The Broker shall keep the Confidential Information confidential and shall not disclose or divulge it to any third party without obtaining the prior written consent of the Company; provided, however, that this shall not apply to disclosure made upon the request from a supervisory authority or in accordance with the provisions of laws and regulations, but even in that case, the Broker shall notify the Company of the fact of the request of disclosure or the existence of disclosure obligations in advance, limit the scope of disclosure to the minimum extent, take legally available measures to keep it confidential and then disclose the Confidential Information.
3. The Broker shall only use, duplicate, modify and translate and the like the Confidential Information to the extent necessary for the activities in the Program and shall not use, duplicate, modify or translate and the like for any other purposes without obtaining the Company's prior written consent.
4. The Broker shall have its employees who are involved in activities in the Program learn the existence of the confidential obligations set forth in these Terms and Conditions and ensure that its employees thoroughly comply with the confidential obligations by establishing appropriate internal rules and conducting internal company trainings. The Broker shall also ensure that its retired employees thoroughly comply with the confidential obligations for a certain reasonable period after their retirement.
5. The Broker shall, in handling the Confidential Information, take reasonable security

countermeasures to prevent unauthorized access to the Confidential Information or loss, destruction, falsification and divulgation and the like of the Confidential Information.

6. If any event or accident such as unauthorized access to the Confidential Information or divulgation, loss, destruction or falsification and the like of the Confidential Information occurs, or it is objectively determined that such an event or accident is highly likely to have occurred, the Broker shall promptly report it to the Company and take necessary measures to minimize the damage caused by the accident on its own responsibility and at its own expense.
7. If the Broker Contract terminates for any reason whatsoever, the Broker shall return any materials in which the Confidential Information provided by the Company is described or storage media in which the Confidential Information provided by the Company is recorded, and, as for the Confidential Information stored in storage media which is unable to be carried with, promptly delete it, and then submit a document proving the deletion to the Company. Further, if the Company requests the Broker to return or delete the Confidential Information during the registration period of the Program, the Broker shall immediately respond to this.

Article 17 (Protection of Personal Information)

1. The Company shall appropriately handle the personal information provided by the Broker pursuant to Handling of Personal Information set forth on the site that the Company operates.

Article 18 (Elimination of Antisocial Forces)

1. The Broker represents that the Broker itself, its employees and performance assistants (meaning persons whom the Broker uses to operate its business, whether an individual or juridical person, including subcontractors used through a third party such as multi-tiered business partners; the same shall apply in this Article) or the End User does not fall under any of the following items as of the time of application for the Broker Contract (as for the End User, at the time of intermediation pertaining to the End User), and further ensures that any of the above persons will not fall under the same in the future:
   (1) a person who is an Antisocial Force;
   (2) a person who has a relationship in which the Antisocial Forces are recognized to substantially control or be involved in the person's business management;
   (3) a person who has a relationship in which the person is recognized to use the Antisocial Forces wrongfully such as using the Antisocial Forces for the purposes to earn illicit profit for itself or a third party or cause damage to a third party;
   (4) a person who has a relationship in which the person is recognized to provide funds or facilities to the Antisocial Forces; and
   (5) a person who has a socially accusable relationship with the Antisocial Forces.

2. The Broker ensures that the Broker itself, its employees, performance assistants and the End User will not conduct against the Company or related persons of the Company any act using fraudulent means, violent act, act using threatening words, act of unjust demand beyond legal liabilities, act to damage the Company's credibility or interfere with the Company's business operation or any other act equivalent to the above by itself or by using a third party.
3. If the Company recognizes that the Broker has breached either of the preceding two (2) paragraphs, the Company may immediately terminate the Broker Contract in whole or in part without giving notice or demand to the Broker. In this case, the Broker shall compensate the Company for any damage that the Company has incurred.
4. If the Company recognizes that the Broker, its employees, intermediaries and performance assistants may fall under the Antisocial Forces, the Company may request the Broker to explain or provide information materials as necessary and the Broker shall promptly respond to this request. If the Broker fails to promptly respond to this request or if the Company recognizes that the Broker failed to respond in good faith such as providing false explanations or information materials, then the Company may immediately terminate the Broker Contract in whole or in part without giving notice or demand to the Broker.

Article 19 (Language)

1. The language used for explanations and communications and the like concerning the Program shall be Japanese.

Article 20 (Governing Law)

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.

Article 21 (Dispute Resolution)

1. If a dispute, doubt or matter not set forth concerning the Broker Contract occurs, the Company and the Broker shall resolve it in good faith through consultation.
2. With respect to a dispute arising out of or in connection with the Broker Contract, the Tokyo District Court shall be the court having the agreed exclusive jurisdiction in the first instance.

Article 22 (Severability)

1. Even if any clause or part of clause of these Terms and Conditions is held invalid or unenforceable by laws and regulations, the remaining part of these Terms and Conditions shall remain in full force and effect.

[English Translation]

Supplementary Provisions

Article 1 (Commencement of Application)

1. These Terms and Conditions were established on August 20, 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 August 20, 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.]