[English Translation]

SAKURA Web Hosting Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These SAKURA Web Hosting Service Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the SAKURA Web Hosting services which SAKURA internet Inc. (the "Company") provides as the Basic Services (collectively, the "Basic Services") and the Optional Services (collectively, the "Services"), and Chapter 1 constitutes the Basic Service Terms and Conditions and Chapter 2 constitutes the Optional Service Terms and Conditions.
2. A user of the Services (the "User") shall comply with the Basic Service Terms and Conditions and these Terms and Conditions that the Company sets forth. The Basic Service Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Basic Services)

1. The Basic Services are the services in which the Company provides the functions of a server equipment (the "Server Equipment") installed in the Company's data center for shared use by more than one Users as described below:
   (1) SAKURA Post Service
   SAKURA Post Service shall mean the service that provides e-mail addresses and hard disk areas to store e-mails.
   (2) SAKURA List Service
   SAKURA List Service shall mean the service that provides a mailing list function of e-mails that Users can use by accessing the Server Equipment.
   (3) SAKURA Web Service
   SAKURA Web Service shall mean the service that provides Users who use the domain names held by the Company with the server functions and hard disk areas that enable them to publish websites on the Internet as well as e-mail addresses and hard disk areas to store e-mails.
   (4) Virtual Domain Service
   Virtual Domain Service shall mean the service that provides Users who hold their own domain names with the server functions and hard disk areas that enable them to publish websites on the Internet as well as e-mail addresses and hard disk areas to store e-mails.
   (5) SAKURA Mailbox Service
   SAKURA Mailbox Service shall mean the service that provides an e-mail address, a hard disk area to store e-mails, mailing list function and other functions associated with these functions.

(6) SAKURA Web Hosting Service

SAKURA Web Hosting Service shall mean the service that provides Users who hold their own domain names and Users who use the domain names held by the Company with the server functions and hard disk areas that enable them to publish websites on the Internet as well as e-mail addresses and hard disk areas to store e-mails and other functions associated with these functions.

(7) SAKURA Dedicated Web Hosting Service

SAKURA Dedicated Web Hosting Service shall mean the service that provides Users who hold their own domain names and Users who use the domain names held by the Company with the server functions and hard disk areas that enable them to publish websites on the Internet as well as e-mail addresses and hard disk areas to store e-mails and other functions associated with these functions.

Article 3 (Usage Limits)

1. The User shall adhere to the usage limits for the respective functions that the Company prescribes separately.
2. If the User uses the Services in excess of the relevant usage limit and the Company determines that the use hinders use of the services by other Users or the operation of the services by the Company (including, without limitation, maintenance and the like of the Server Equipment), then the Company may take the measures falling under the following items against the User. The Company shall not assume any liability to the User concerning the measures.
    (1) Request for deletion of the User Data
    (2) After taking the measure in the preceding item, if the situation is not remedied even after the designated period has elapsed, restriction on use of the function
    (3) After taking either of the measures in preceding two items, if the situation is not remedied even after the designated period has elapsed, deletion or transfer of the User Data by the Company
3. If the Company takes either of the measures in Item (2) or Item (3) of the preceding paragraph, the Company will notify the User to that effect and reason in advance; provided, however, that this shall not apply if the Company determines that it is a matter of emergency.
4. Even if the Company takes the measures in Paragraph 2, the User shall pay the Usage Fees for the Services in full.

Article 4 (Non-Warranty)

1. With respect to the “Shared SSL” which is a standard function of “SAKURA Web Hosting Service” (excluding some plans) and “SAKURA Dedicated Web Hosting Service,” the

Company shall not give any warranty to the following matters:

(1) That a third party will not know the contents of SSL encrypted communications;

(2) That a site that a User creates can be distinguished from a similar site that a third party creates;

(3) That it can prevent the information that comprises contents of SSL encrypted communications from being falsified, deleted, obtained or misused by a third party or otherwise secure the security of the communications;

(4) That it conforms to the User's purposes of use and provides an environment that the User expects; and

(5) That it provides a completely effective environment for SSL encrypted communications uninterruptedly.

2. With respect to the "Web Application Firewall" which is a standard function of "SAKURA Web Hosting Service" (excluding some plans) and "SAKURA Dedicated Web Hosting Service," the Company shall not give any warranty to the following matters:

(1) That it can detect and defend against any and all attacks exploiting vulnerability of Web applications and cope with any and all other threats existing on the Internet;

(2) That the function is renewed so that it can cope with the latest threats;

(3) That it conforms to the User's intended purposes of use and has the functions that the User expects; and

(4) That it provides completely effective functions uninterruptedly.

3. The "Virus Scan Function" which is a standard function of "SAKURA Mail Box Service," "SAKURA Web Hosting Service," and "SAKURA Dedicated Web Hosting Service" detects and removes only viruses and the like included in the virus definitions that the security vendor provides to the Company and have been already applied to the Company's system and the Company does not warrant that it can detect and clean any and all viruses and the like. When the virus scan function detects or removes viruses and the like, it may incidentally modify or delete the User's electronic files, and such modified or deleted electronic files cannot be restored.

Article 5 (Change of Plan)

1. The User of "SAKURA Web Hosting Service" may change the contents of the contract to the upper-level plan from the plan in use by taking procedures of change of a plan (the "Procedures"). As the accommodation host server and database server differ for each plan, it is necessary to migrate the server when changing a plan and, in the Procedures, the subject data will be automatically migrated to the server after the change of the plan by using the tool which the Company provides.

2. The definitions of the terms used from this Article to Article 7 shall be as follows:

(1) Server Before Change of Plan

The server which the User is using when applying for the Procedures (the details shall be set forth on the Service Site);

(2) Server After Change of Plan

In the Procedures, the server of upper-level plan in which usage will start after the change of a plan (the details shall be set forth on the Service Site)

(3) Subject Data

Among the data stored or accumulated in the area for the User in the Server Before Change of Plan and the information that the User set in the Server Before Change of Plan, those set forth on the Service Site

Article 6 (Conditions of Use after Change of Plan)

1. In the Procedures, only Users currently using "SAKURA Web Hosting Service" may apply for change to the upper-level plan from the plan in use. The User may not change the plan from the top plan to another plan.
2. There are limitations of the number of times for use of the Procedures, and the details shall be set forth on the Service Site.
3. On the day when the Company sends the notice of completion of migration of the Subject Data to the User (the "Completion Date of the Procedures"), the use of the plan in use shall terminate and the use of the top plan shall start.
4. If the User changes a plan pursuant to the Procedures, the Usage Fees of the plan after change shall equally apply from the 5th day from the application date regardless of the Completion Date of the Procedures.
5. The User may cancel the Procedures by the Completion Date of the Procedures by notifying cancellation of the Procedures by the method prescribed by the Company and the Company notifying the acceptance; provided, however, that even before the Completion Date of the Procedures, if migration of the most part of the Subject Data is completed, there may be cases where the User may not cancel the Procedures.
6. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User must pay the Usage Fees for the period after the date of application of the Usage Fees of the plan after change. If the Usage Fees have already been paid based on the amount of the Usage Fees before the change of plan, the User must pay the amount of difference between the Usage Fees after the change of a plan and the amount already paid pertaining to the period already paid. The details shall be set forth on the Service Site.

Article 7 (Non-Warranty, Disclaimers concerning Change of Plan)

1. The User may not use "SAKURA Web Hosting Service" from the time of application for the

Procedures until the Company sends the notice of completion of migration. The unavailable time differs depending on the volume of the Subject Data. The User shall pay the Usage Fees for "SAKURA Web Hosting Service" in full for the unavailable time.

2. After completion of the migration of the Subject Data to the Server After Change of Plan, the User cannot use some services unless the User configures the settings again. The User shall, after receiving the completion notice of the migration of the Subject Data, check the settings in the Server After Change of Plan and configure necessary settings on its own responsibility. If the User cannot use some services due to its failure to conduct the confirmation and settings, the Company shall not assume any liability. In this case, The User shall pay the Usage Fees in full for the services during the period in which the services are unavailable.
3. All the Subject Data shall be migrated to the Server After Change of Plan and the User may not migrate only a part of the Subject Data or the data or setting information other than the Subject Data.
4. The User shall agree that, to the extent minimally required for the migration of the Subject Data, the Subject Data is automatically used and modified by the tool that the Company provides (details such as the rewriting of statements designating the Server Before Change of Plan and the like shall be set forth on the Service Site specifically).
5. The Company shall not warrant that all the Subject Data migrated (including those modified pursuant to the preceding paragraph) work normally on the Server After Change of Plan.
6. In the case of falling under any of the following items, the Company will suspend taking the Procedures and will not change the plan. The User shall agree to this in advance.
   (1) if the server inventory of the upper-level plan is insufficient;
   (2) if migration of the Subject Data is not completed within 96 hours from the time of application for the Procedures; or
   (3) if the Procedures do not complete until 10:00 p.m. on the last day of every month.

Chapter 2 Optional Services Provisions

Section 1 Website Attack Detector Service (the "Optional Service" in this Section)

Article 8 (Application)

1. Only Users currently using "SAKURA Web Hosting Service" or "SAKURA Dedicated Web Hosting Service" among the Basic Services may apply for the Optional Service.
2. The Company shall set forth the conditions of use of the Optional Service on the Service Site.

Article 9 (Contract)

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

Section 2　Free CertificateSSL Service (the "Optional Service" in this Section)

Article 10 (Service Contents)

1. The Optional Service is the service in which the Company on behalf of the User takes procedures with an organization (the "Certificate Authority" in Section 2 and Section 3) engaging in issuance and revocation of SSL server certificates necessary for issuance of a SSL server certificate (if the Certificate Authority issuing the SSL server certificate provides optional services applicable to the SSL server certificate, including the optional services) or renewal of the valid period set forth in Article 16, and performs setting works on the server necessary for the User to use the SSL server certificate issued or renewed through the procedures in the Services. The Company shall set forth on the Service Site the Certificate Authorities to which Users may apply for issuance or renewal of the valid period of SSL server certificates through the Optional Service and the items of SSL server certificates.
2. The Optional Service is provided free of charge.

Article 11　(Upper-Level Terms of Use)

1. In addition to the Basic Terms and Conditions and these Terms and Conditions, the terms and conditions, terms of use, or provisions and the like applicable to the SSL server certificates that the Certificate Authority provides (the "Upper-Level Terms of Use" in Section 2 and Section 3) shall apply to the Use Contract for the Optional Service, which govern the contents of the Use Contract. If any provision of the Basic Terms and Conditions and these Terms and Conditions contradicts or conflicts with a provision of the Upper-Level Terms of Use, the provision of the Upper-Level Terms of Use shall prevail.
2. The User shall agree to comply with the Upper-Level Terms of Use with respect to the SSL server certificates in the relationship with the Certificate Authority or a third party. The same shall apply even if the Upper-Level Terms of Use are established or amended without obtaining the User's consent.

Article 12　(Application)

1. Only Users currently using "SAKURA Web Hosting Service" or "SAKURA Dedicated Web Hosting Service" among the Basic Services may apply for the Optional Service.
2. The Company shall set forth the conditions of use of the Optional Service on the Service Site.

Article 13　(Refusal of Application, Refusal of Issuance)

1. Not only when an application falls under the reasons for refusal of application set forth in the Basic Terms and Conditions, but also when the Company recognizes that it is inappropriate in light of the Upper-Level Terms of Use, the Company may refuse to accept

the application in the preceding Article.

2. In some cases, the Certificate Authority rejects an application for new issuance or renewal of valid period of SSL server certificate that the Company applies for and on behalf of the User and does not issue a new SSL server certificate or renew the valid period of the existing certificate.
3. Neither the Company nor the Certificate Authority shall assume any liability for damage incurred by the User in connection with refusal of acceptance of application or no issuance or renewal of the valid period of the certificate.

Article 14 (Provision of Information)

1. The User shall provide information and documents (the "Information and the like") necessary for provision of the Optional Service to the Company and keep any and all Information and the like provided to the Company correct and updated.
2. The Company may request the User to provide Information and the like other than the Information and the like provided by the User, which the Company determines that it is necessary for provision of the Optional Service, and the User shall respond to the request.

Article 15 (Revocation)

1. If it falls under any of the following items, the Company and the Certificate Authority may immediately revoke the User's SSL server certificate without giving prior notice to the User:
   (1) If the User breaches any of the Upper-Level Terms of User, the Basic Terms and Conditions or these Terms and Conditions;
   (2) If the revocation is requested or permitted through due process pursuant to the Upper-Level Terms of Use;
   (3) If the revocation is requested pursuant to laws and regulations;
   (4) If the Certificate Authority recognizes that the SSL server certificate's private key may become vulnerable; or
   (5) Other than the above, if there is a sufficient reason that makes the Company or the Certificate Authority recognizes it necessary.
2. The User may not raise any objection on the revocation of SSL server certificate pursuant to the preceding paragraph.
3. Neither the Company nor the Certificate Authority shall assume any liability for damage which the User has incurred in connection with revocation of SSL server certificate for any reason including the cases in Paragraph 1 of this Article and Article 17, Paragraph 3.

Article 16 (Valid Period, Renewal and Termination)

1. The valid period of the SSL server certificate issued through the Optional Service shall be

from the day on which the Certificate Authority issues the SSL server certificate through the Company to the day that the Certificate Authority determines as the expiration date of the valid period for the SSL server certificate.

2. Unless the User indicates its intention to terminate the Use Contract for the Optional Service in a manner that the Company prescribes not later than 30 days prior to the expiration of the valid period for the SSL server certificate issued through the Optional Service, the Company shall on behalf of the User take the procedures to renew the valid period for the SSL server certificate, and the same shall apply thereafter.
3. The User may terminate the Use Contract of the Optional Service by notifying the Company to that effect in a manner that the Company prescribes as of the date of notification.
4. If the Use Contract relating to the Basic Services terminates, the Optional Service subject to the Use Contract shall automatically terminate.
5. If the Use Contract for the Optional Service terminates for any reason, the Company may invalidate the SSL server certificate subject to the Use Contract immediately notwithstanding Paragraphs 1 and 2 of this Article.

Article 17 (Warranty, Disclaimers)

1. In providing the Optional Service, the Company warrants only that it will on behalf of the User take procedures for issuance of the SSL server certificate or renewal of the valid period of the certificate based on the Information and the like provided by the User. The Company shall not warrant that the SSL server certificate will be issued, or the valid period of the SSL server certificate will be renewed through the Company's proxy services and shall not assume liabilities for damage that the User has incurred in connection with the proxy services.
2. The SSL server certificate issued through the Optional Service is 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 shall not give any warranty for the SSL servicer certificate including market eligibility, fitness for the User's purposes of use, non-infringement of third party' rights, and shall not assume any liability for damage that the User has incurred in connection with the use of the SSL server certificate by the User.
3. With respect to the SSL server certificate issued to the User, the Certificate Authority issuing the SSL server certificate may suspend or terminate the effective provision of the SSL server certificate, or change specifications of it, for certain reasons. The Company will make efforts to notify the User of these without delay, but shall not assume any liability as to the suspension, termination or change of specifications and delay of the notification.
4. The Company may terminate the provision of the Optional Service in whole or in part due to dissolution of the Certificate Authority or termination of its business to issue SSL server certificates. The Company will make efforts to notify the User of these without delay but

shall not assume any liability for the termination and delay of the notification.

Section 3 JPRS Domain Certificate Type (Automatic Renewal) Service (the "Optional Service" in this Section)

Article 18 (Service Content)

1. The Optional Service is the service in which the Company on behalf of the User submits an application and the like necessary for the User to use the service that automates issuance, setting and renewal of valid period of the SSL server certificate which the Certificate Authority provides on the Basic Service set forth in Article 20. The Company shall set forth on the Service Site the items of the Certificate Authorities and the SSL server certificates which are subject to the Optional Service.
2. The Company shall set forth the detailed content and conditions of use of the Optional Service on the Service Site.

Article 19 (Upper-Level Terms of Use)

1. In addition to the Basic Terms and Conditions and these Terms and Conditions, the Upper-Level Terms of Use shall apply to the Use Contract for the Optional Service, which govern the contents of the Use Contract. If any provision of the Basic Terms and Conditions and these Terms and Conditions contradicts or conflicts with a provision of the Upper-Level Terms of Use, the provision of the Upper-Level Terms of Use shall prevail.
2. The User shall agree to comply with the Upper-Level Terms of Use regarding the SSL server certificates and its automatic renewal of valid period in the relationship with the Certificate Authority or a third party. The same shall apply even if the Upper-Level Terms of Use are established or amended without obtaining the User's consent.

Article 20 (Application)

1. Only the User currently using "SAKURA Web Hosting" or "SAKURA Dedicated Web Hosting Service" among the Basic Services may apply for the Optional Service.

Article 21 (Refusal of Application, Refusal of Issuance)

1. Not only in the case where an application falls under the reasons for refusal of application set forth in the Basic Terms and Conditions, but also in the case where the Company recognizes that it is inappropriate in light of the Upper-Level Terms of Use, the Company may refuse to accept the application in the preceding Article.
2. In some cases, the Certificate Authority rejects an application for new issuance or renewal of valid period of SSL server certificate that the Company applies for and on behalf of the User and does not issue a new SSL server certificate or renew the valid period of the existing

certificate.

3. Neither the Company nor the Certificate Authority shall assume any liability for damage that the User has incurred in connection with refusal of acceptance of application or no issuance or renewal of the valid period of the certificate.

Article 22 (Payment of Usage Fees)

1. The User shall pay the Usage Fees by the method that the Company prescribes no later than the payment deadline that the Company prescribes.

Article 23 (Provision of Information and the like)

1. The User shall provide Information and the like necessary for provision of the Optional Service to the Company and keep all Information and the like provided to the Company accurate and up to date.
2. The Company may request the User to provide Information and the like other than the Information and the like that the User has provided to the Company, which the Company determines necessary for provision of the Optional Service, and the User shall respond to this.

Article 24 (Revocation)

1. If it falls under any of the following items, the Company and the Certificate Authority may immediately revoke or choose not to automatically renew the valid period of the User's SSL server certificate without giving prior notice to the User:
   (1) If the User breaches any of the Upper-Level Terms of User, the Basic Terms and Conditions or these Terms and Conditions;
   (2) If the revocation is requested or permitted through due process pursuant to the Upper-Level Terms of Use;
   (3) If the revocation is requested pursuant to laws and regulations;
   (4) If the Certificate Authority recognizes that the SSL server certificate's private key may become vulnerable; or
   (5) Other than the above, if there is a sufficient reason that makes the Company or the Certificate Authority recognizes it necessary.
2. The User may not raise any objection on the revocation of SSL server certificate pursuant to the preceding paragraph.
3. Neither the Company nor the Certificate Authority shall assume any liability for damage which the User has incurred in connection with revocation of SSL server certificate for any reason including the cases in Paragraph 1 of this Article, Article 25, Paragraph 4 and Article 26, Paragraphs 3 and 4.

Article 25 (Contract Period and Valid period of SSL Server Certificate)

1. The contract period for the Optional Service shall begin on the date on which the Use Contract for the Optional Service is effectively formed and end on the last day of the month in which one (1) year has passed since the date on which the SSL server certificate was issued by the Certificate Authority through the Company. Thereafter, unless the User expresses its intention to terminate the contract by the method prescribed by the Company, the Use Contract shall be automatically renewed for another one (1) year, and the same shall apply after the renewal. Notwithstanding the contract period and termination, and the provisions of minimum use period in the Basic Terms and Conditions, the User may not terminate the Use Contract during the contract period; provided, however, that this shall not apply to the case of the Company's intentional act or gross negligence.
2. The valid period of the SSL server certificate issued through the Optional Service shall be from the day on which the Certificate Authority issues the SSL server certificate through the Company to the day that the Certificate Authority determines as the expiration date of the valid period of the SSL server certificate, which differs from the contract period of the preceding paragraph. During the contract period of the preceding paragraph, when the remaining valid period of the SSL server certificate reaches a certain number of days, the procedures pertaining to renewal of the valid period of the SSL server certificate will be automatically implemented. The time and frequency of renewal of the SSL server certificate shall be set forth on the Service Site. The SSL server certificate with an expiration date being the day after the last day of the contract period of the Optional Service may be issued, but, if the contract for the Optional Service terminates for any reason, the SSL server certificate will expire on the termination date.
3. If the User renews the contract period, it shall pay the Usage Fees for the contract period after the renewal in accordance with Article 22. On the condition that the Usage Fees have been paid, the procedures pertaining to renewal of the SSL server certificate, which becomes effective for the renewed contract period, will be automatically implemented. Thereafter, procedures pertaining to renewal of the valid period of the SSL server certificate during the contract period will be automatically implemented in accordance with the preceding paragraph.
4. The automatic renewal of the valid period of the SSL server certificate set forth in preceding two (2) paragraphs shall not be implemented in the following cases. The Company and the Certificate Authority shall not assume any liability for damage that the User has incurred because automatic renewal of the valid period of the SSL server certificate is not implemented pursuant to this paragraph. If all reasons set forth in each item are resolved, automatic renewal of the valid period of the SSL server certificate will be implemented.
   (1) if the domain for which application of the Optional Service is set has been deleted from

the Basic Service for which the application of the Optional Service is set;

(2) if the SSL server certificate which is different from the SSL server certificate issued by the Optional Service is set on a domain for which application of the Optional Service is set;

(3) if there is no Basic Service for which application of the Optional Service is set (including the case where the Use Contract for the Basic Service for which application of the Optional Service is set has terminated) and

(4) any other case where the requirements set forth on the Service Site are not satisfied.

5. Notwithstanding the provisions of the contract period and termination in the Basic Terms and Conditions, the User may terminate the Use Contract without renewing the contract period by notifying the Company by the method prescribed by the Company no later than the deadline that the Company notifies separately; provided, however, that if the User has already paid all or part of the Usage Fees for the period in and after the month following the month in which the User gave the notice, the Use Contract shall terminate at the termination date of the period corresponding to the Usage Fees.
6. Even if the contract for the Basic Service for which application of the Optional Service is set terminated, the Use Contract for the Optional Service shall remain in full force and effect and shall terminate on the last day of the contract period of the Optional Service.

Article 26 (Warranty, Disclaimers)

1. In providing the Optional Service, the Company warrants only that it will on behalf of the User submit application to the Certificate Authority and take its accompanying procedures which are necessary for using the service that automates issuance, setting and renewal of the SSL server certificate which the Certificate Authority provides on the Basic Service, based on the information and the like provided by the User. The Company shall not warrant that the SSL server certificate will be issued, or the valid period of the SSL server certificate will be renewed through the Company's proxy service and shall not assume liabilities for damage that the User has incurred in connection with the proxy service.
2. The SSL server certificate issued through the Optional Service is 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 shall not give any warranty for the SSL servicer certificate including market eligibility, fitness for the User's purposes of use, non-infringement of third party's rights, and shall not assume any liability for damage that the User has incurred in connection with the use of the SSL server certificate by the User.
3. With respect to the SSL server certificate issued to the User, the Certificate Authority issuing the SSL server certificate may suspend or terminate the effective provision of the SSL server certificate, or change specifications of it, for certain reasons. The Company will make

efforts to notify the User of these without delay, but shall not assume any liability as to the suspension, termination or change of specifications and delay of the notification.

4. The Company may terminate the provision of the Optional Service in whole or in part due to dissolution of the Certificate Authority or termination of its business to issue SSL server certificates. The Company will make efforts to notify the User of these without delay but shall not assume any liability for the termination and delay of the notification.

Section 4 Backup and Staging (the "Optional Service" in this Section)

Article 27 (Service Contents)

1. The terms used in this Section shall have the following meanings:
   (1) Snapshot
   Copied data of information constituting the website created by using the Optional Service (including the database) or a unit to create such data
   (2) Snapshot Function
   Function to create Snapshot without a function to create copied data of the whole server
   (3) Staging Environment
   Testing environment similar to the active environment of the website established by using the Optional Service
   (4) Staging Function
   Function to establish the Staging Environment
   (5) Release Function
   Function to release the Snapshot into the Staging Environment or the areas in the Basic Services established by the User outside of the Optional Service
2. The Optional Service is the service to provide the Snapshot Function, the Staging Function and the Release Function to the Users of "SAKURA Web Hosting Service" (excluding some plans) or "SAKURA Dedicated Web Hosting Service" (excluding some plans) among the Basic Services (collectively, the "Covered Services").
3. The third party, unimal Co., Ltd., has developed and owns the rights of the Optional Service, and the Company will grant to the User, pursuant to these Terms and Conditions, the non-exclusive, non-sublicensable and non-transferrable rights to use the Optional Service for the purposes of the User's own use.
4. The Company shall set forth the details of the Optional Service on the Service Site.
5. The Optional Service is provided free of charge.

Article 28 (Application)

1. Only Users currently using the Covered Services may apply for the Optional Service.
2. The Company shall set forth the conditions of use of the Optional Service on the Service Site.

Article 29 (Transfer and the like of Status and the like under the Use Contract)

1. If the User transfers or provides as collateral its status or rights under the Use Contract relating to the Basic Services to a third party or cause a third party to take over the status or obligations under the said Use Contract pursuant to the provisions pertaining to the transfer and the like of status and the like, under the Use Contract in the Basic Terms and Conditions (the "Transfer and the like"), then the Use Contract pertaining to the Optional Service shall terminate simultaneously with the Transfer and the like in principle.

Article 30 (Non-Warranty, Disclaimers)

1. In the case of failure to create or store the Snapshot or the Staging Environment, or loss or damage (including falsification, the same shall apply below) of all or part of the Snapshot or the Staging Environment, if the reason for the failure falls under any of the following items, the Company shall not assume any liability for damage or any other liabilities for consequences and damage incurred by the User or a third party due to the reason:
   (1) A third party's intentional act or negligence;
   (2) Suspension of provision of telecommunication services by a telecommunication service provider;
   (3) Natural disaster and any other force majeure;
   (4) Any trouble or use restriction and the like of the User's hardware, software or networks and the like;
   (5) When, as the Snapshot or the Staging Environment causes or may cause significant trouble or damage to other services that the Company provides or other Users of the services, the Company deletes the Snapshot or the Staging Environment to the extent necessary;
   (6) When the User terminates the use of the Optional Service; and
   (7) Any other causes not attributable to the Company.
2. If the Snapshot or the Staging Environment is lost or damaged for any reason, the Company is not obliged to restore the Snapshot or the Staging Environment.
3. The Company provides the Snapshot as-is in storage to the User at the time the User starts works to browse or obtain the Snapshot, and the Company shall not give, whether expressed or implied, any warranty (including, but not limited to, warranty for fitness for particular purposes, 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 Optional Service and steady provision of the Optional Service and the like; the same shall apply in this Article).

4. The Company provides the Staging Environment as-is in storage to the User at the time the User establishes the Staging Environment, and the Company shall not give, whether expressed or implied, any warranty.

Article 31 (Maintenance and Management and the like of Information and Data by Users)

1. The User shall accept in advance that, due to a breakdown of the facilities for the Optional Service or any other reason, it may lose the User Data (meaning the User Data defined in the Basic Terms and Conditions, including, without limitation, the Snapshot, the Staging Environment as well as the information and data relating to the both; the same shall apply below) relating to the Optional Service that the User has stored in the facilities for the Optional Service and other information and data.
2. With respect to the information and data that the User receives, transmits or creates by using the Optional Service (including, without limitation, the User Data relating to the Optional Service), the User shall take necessary measures such as saving a backup on its own responsibility and at its own expense in preparation for loss of information and data due to a breakdown of the facilities for the Optional Service or any other reason.
3. In addition to the preceding Article and the preceding two paragraphs, the User shall confirm, understand and agree to in advance the administrative provisions on accounts, data and the like and the provisions of non-warranty, disclaimers and the like in the Basic Terms and Conditions with respect to the maintenance and management and the like of the User Data relating to the Optional Service and other information and data.

Section 5 Contents Boost (the "Optional Service" in this Section)

Article 32 (Service Contents)

1. The Company shall set forth the details and conditions of Use of the Optional Service on the Service Site.

Article 33 (Use Contract)

1. Notwithstanding the provisions on the formation of the Use Contract in the Basic Terms and Conditions, the Use Contract pertaining to the Optional Service shall be formed when the User's application for the Optional Service reaches the Company (when the Company receives the application screen on which the Applicant fills in and transmits necessary matters); provided, however, that if the Applicant is found to fall under the reasons for refusal of application set forth in the Basic Terms and Conditions after the start of provision of the Optional Service, the Company may stop providing the Optional Service.
2. The Company shall start providing the Optional Service from the day on which the Use Contract in the preceding paragraph is validly formed as the use start date.

3. If the Use Contract pertaining to the Basic Services terminates, the Use Contract for the Optional Service shall automatically terminate as well.

Article 34 (Payment of Usage Fees)

1. Notwithstanding the provisions on the payment deadline in the Basic Terms and Conditions, the User shall pay the Usage Fees, as to the month to which the use start date belongs, for the period from the use start date to the last day of the month, and as to each month following the month to which the use start date belongs, for the period from the 1st day to the last day of the month, by the last day of the following month respectively.

Article 35 (Minimum Use Period)

1. Notwithstanding the provisions on the minimum use period in the Basic Terms and Conditions, there is no minimum use period for the Optional Service.

Section 6 Migration Tool (the "Optional Service" in this Section)

Article 36 (Service Contents)

1. The terms used in this Section shall have the following meanings:
   (1) Old Specification Server
   Server from which the Subject Data is migrated in the Optional Service (The details shall be set forth on the Service Site.)
   (2) New Specification Server
   Server to which the Subject Data is migrated in the Optional Service (The details shall be set forth on the Service Site.)
   (3) Subject Data
   Among the data stored or accumulated in the area for the User in the Old Specification Server and the information that the User set in the Old Specification Server, those set forth on the Service Site
2. The Optional Service is the service to automatically migrate the Subject Data from the Old Specification Server to the New Specification Server that the Company designates by the tool that the Company provides in the "SAKURA Web Hosting Service."

Article 37 (Use Contract)

1. Only the User currently using "SAKURA Web Hosting Service" under the circumstances that satisfy the conditions set forth on the Service Site in the Old Specification Server may use the Optional Service only once for each Old Specification Server that the User is currently using.
2. Notwithstanding the provisions on the formation of the Use Contract in the Basic Terms and

Conditions, the Use Contract relating to the Optional Service shall be deemed to be formed when the User's application for the Optional Service reaches the Company (when the Company receives the information necessary for the application that the Applicant transmitted); provided, however, that if the Applicant is found to fall under the reasons for refusal of application set forth in the Basic Terms and Conditions or to have failed to satisfy any of the conditions in the preceding paragraph after the formation of the Use Contract, the Company may terminate the Use Contract.

3. The User Contract shall start from the day on which the Use Contract in Paragraph 2 is deemed to be validly formed as provided as the use start date and terminate at the time the Company sends the notice of completion of migration of the Subject Data to the User.
4. The User may not withdraw its application or terminate the Use Contract.

Article 38 (Non-Warranty, Disclaimers)

1. The User may not use "SAKURA Web Hosting Service" while using the Optional Service. The unavailable time differs depending on the volume of the Subject Data. The User shall pay the Usage Fees for SAKURA Web Hosting Service in full for the unavailable time.
2. After completion of the migration of the Subject Data to the New Specification Server, the User cannot use some services unless the User configures the settings again. The User shall, after completion of the migration of the Subject Data, confirm the settings in the New Specification Server and configure necessary settings on its own responsibility, and if the User cannot use some services due to its failure to conduct the confirmation and settings, the Company shall not assume any liability. The User shall pay the Usage Fees in full for the services during the period in which the services are unavailable.
3. All the Subject Data shall be migrated to the New Specification Server and the User may not migrate only a part of the Subject Data or the data or setting information other than the Subject Data.
4. The User shall agree that, to the extent minimally required for the migration of the Subject Data, the Subject Data is automatically used and modified by the tool that the Company provides (details such as the rewriting of statements designating the Old Specification Server and the like shall be set forth on the Service Site specifically).
5. The Company shall not warrant that all the Subject Data migrated (including those modified pursuant to the preceding paragraph) work normally on the New Specification Server.

Section 7 SAKURA'S Quick Automatic Settings (the "Optional Service" in this Section)

Article 39 (Service Contents)

1. The Optional Service is the service in which the Company on behalf of the User performs various setting works relating to the use of "SAKURA Web Hosting Service" among the

Basic Services (setting works which the Company performs, the "Proxy Setting Works" in this Section). Various settings and specifications which becomes the subject of the Proxy Setting Works shall be set forth on the Service Site.

2. The Optional Service is provided free of charge.

Article 40 (Application)

1. Only Users currently using the plan set forth on the Service Site in "SAKURA Web Hosting Service" among the Basic Services may apply for the Optional Service.
2. In addition to the preceding paragraph, the Company shall set forth the conditions of use of the Optional Service on the Service Site.

Article 41 (Use Contract)

1. Notwithstanding the provisions on the formation of the Use Contract in the Basic Terms and Conditions, the Use Contract relating to the Optional Service shall be deemed to be formed when the User's application for the Optional Service reaches the Company (when the Company receives the application screen on which the Applicant fills in and transmits necessary matters); provided, however, that if the Applicant is found to fall under the reasons for refusal of application set forth in the Basic Terms and Conditions after the start of provision of the Optional Service, the Company may stop providing the Optional Service.
2. The Company shall start providing the Optional Service from the day on which the Use Contract in the preceding paragraph is deemed to be validly formed as the use start date.
3. The Use Contract of the Optional Service shall terminate upon pass of the inspection set forth in Article 42, Paragraph 5.

Article 42 (Performance of Proxy Setting Works)

1. The Company may subcontract all or part of the Proxy Setting Works to an operator (the "Subcontractor") which the Company designates.
2. The Subcontractor and the User shall separately set the performance date of the Proxy Setting Works.
3. The User shall provide information, or set authority and the like, necessary for the Proxy Setting Works of ID and password and the like by the method that the Company or the Subcontractor designates no later than the day preceding the performance date in the preceding paragraph. Further, the User shall provide responses necessary for the Proxy Setting Works which the Company or the Subcontractor sets forth as to the data subject to the Proxy Setting Works (the "Subject Data" in this Section, and the Company shall set forth the details of the Subject Data on the Service Site).
4. When the Company or the Subcontractor completes the Proxy Setting Works, it shall

promptly notify the User to that effect.

5. The User shall, within seven (7) days from the day on which the Company or the Subcontractor sends the notice in the preceding paragraph (the "Subject Period" in this Section), inspect whether the result of the Proxy Setting Works meets the specifications which the Company has designated in advance and shall notify the Company or the Subcontractor of its result (the "Notice of Inspection Completion" in this Section). If the User does not conduct the Notice of Inspection Completion within the Subject Period and the Subject Period has elapsed, the inspection of the Proxy Setting Works is deemed to have been passed.
6. If the result of the Proxy Setting Works does not meet the specifications and fails to pass the inspection, the Company or the Subcontractor shall perform the second Proxy Setting Works only once on the re-performance date which the Subcontractor and the User separately set. Reponses before reperformance of and at the completion of the second Proxy Setting Works shall be subject to the provisions of the preceding three (3) paragraphs, and if the result of the second Proxy Setting Works fails to pass the inspection again, the Company shall terminate the Use Contact in accordance with the provisions of the following paragraph.
7. In the case of falling under any of the following items, the Company and the Subcontractor shall not perform the Proxy Setting Works and terminate the Use Contract for the Optional Service, and the User shall agree to this in advance.
   (1) if the performance date set forth in Paragraph 2 is not able to be determined;
   (2) if provision of information or setting of authority and the like set forth in Paragraph 3 is not conducted, or as for the Subject Data, if an advance response necessary for the Proxy Setting Works which the Company or the Subcontractor separately sets forth is not conducted; or
   (3) If the result of second proxy works set forth in the preceding paragraph fails to pass the inspection.
8. After completion of the Proxy Setting Works, the User cannot use some services unless the User separately configures the settings. The User shall, after completion of the Proxy Setting Works, check the settings and configure necessary settings on its own responsibility, and if the User cannot use some services due to its failure to conduct the confirmation and settings, the Company shall not assume any liability. In this case, the User shall pay the Usage Fees in full for the services during the period in which the services are unavailable.
9. After completion of the Proxy Setting Works, some programs and the like may not properly work unless the User corrects them. The User shall, after completion of the Proxy Setting Works, check the programs and the like, and conduct necessary correction and the like, on its own responsibility, and if some programs do not properly work due to the failure to conduct these, the Company shall not assume any liability.

Section 8 Additional License for High Accurate Spam Filter (the "Optional Service" in this Section)

Article 43 (Service Contents)

1. The Optional Service is the service in which the Company provides an additional license as to a function which is able to automatically detect a suspected spam email on the server pertaining to the User's email address with high accuracy to be provided by using "Email Protection," the predictive-type email security solution that Hornetsecurity K.K. provides. The Company shall set forth the terms of use of the Optional Service on the Service Site.
2. The Company provides the function set forth in the first sentence of the preceding paragraph free of charge within the scope of the number of email addresses that the Company provides, and this Section shall not apply to the use within the scope of the free of charge. The scope of the free of charge shall be set forth on the Service Site.

Article 44 (Use Contract)

1. Notwithstanding the provisions on the formation of the Use Contract in the Basic Terms and Conditions, the Use Contract pertaining to the Optional Service shall be formed when the User's application for the Optional Service reaches the Company (when the Company receives the application screen on which the Applicant fills in and transmits necessary matters); provided, however, that if the Applicant is found to fall under the reasons for refusal of application set forth in the Basic Terms and Conditions after the formation of the Use Contract pertaining to the Optional Service, the Company may terminate the contract pertaining to the Optional Service and then stop providing the Optional Service.
2. The Company shall start providing the Optional Service from the day on which the Use Contract in the preceding paragraph is validly formed as the use start date.
3. If the Use Contract pertaining to the Basic Services terminates, the Use Contract for the Optional Service shall automatically terminate as well.

Article 45 (Payment of Usage Fees)

1. Notwithstanding the provisions on the payment deadline in the Basic Terms and Conditions, the User shall pay the Usage Fees for the Optional Service for the period from the 1st day to the last day of every month, by the last day of the following month.
2. The respective usage fees for the month to which the use start date belongs and for the month to which the cancellation or termination date of the Use Contract belongs shall accrue for a full month-period, and shall not be calculated on a pro-rata basis.

Article 46 (Minimum Use Period)

1. Notwithstanding the provisions on the minimum use period in the Basic Terms and Conditions, there is no minimum use period for the Optional Service.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the SAKURA Web Hosting Service Terms and Conditions which applied on and after October 31, 2024, and shall apply on and after June 3, 2025 pursuant to the provisions on the amendment to the terms and conditions in the Basic Terms and Conditions.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated June 3, 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.]