

SAKURA's Exclusive Server Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These SAKURA's Exclusive Server Service Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the Basic Service, "SAKURA'S Exclusive Server Service" (the "Basic Service") and their 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. The user of the Services (the "User") must comply with the Basic Terms and Conditions which the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Contents of Services)

1. The Basic Service is the service in which the Company provides a function of one (1) server equipment (the "Company's Server Equipment") that the Company has installed in the Company's data center exclusive to the User. The Basic Service shall respond to a connection with multiple server equipment for Company's other services.

Article 3 (Use Start Date)

1. If the User selects the Usage-Time Charge (as set forth in Article 4, Paragraph1) for the Services Responding to Usage-Time Charge (as set forth in Article 4, Paragraph 1) at the time of application (the "Selection of Usage-Time Charge"), whether or not the Company has confirmed if the first fee has been paid, a provision of the service shall start on a use start date of which the Company notifies the User, on the condition that the Use Contract has been validly concluded.

Article 4 (Usage Fees)

1. The User may select a payment method to pay the usage fees in proportion to its usage time (the "Usage-Time Charge") only for the services that the Company designates on the Service Site (the "Services Responding to Usage-Time Charge"). The details of the Usage-Time Charge shall be set forth on the Service Site.
2. With respect to the payment method which the User has selected at the time of application of the Services Responding to Usage-Time Charge, the User may not mutually change the monthly advance payment or the usage fees advance payment for the selected period with

the Usage-Time Charge.

Article 5 (Payment of Fees)

1. With respect to the payment method for the Services, although the User may select to pay by a credit card, if the usage fees for the Services exceed the amount that the Company prescribes, the User may be requested to pay the usage fees by another payment method upon Company's request.
2. In the case of the Selection of Usage-Time Charge, the payment method of the usage fees for the services shall be a credit card payment only.
3. The User of the Basic Service may select to pay in full or in installments as the number of payments of the initial costs for the Basic Service. If the User selects the payment in installments, the number of payments in installments that the User may select shall be described on the Service Site.
4. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, in the case of the Selection of Usage-Time Charge, the User shall pay the usage fees for the services for the period from the 1st day to the last day of each month (the "Usage Fees for Present Month") no later than the 14th day of the following month.

Article 6 (Minimum Use Period)

1. Notwithstanding the provision regarding the minimum use period in the Basic Terms and Conditions, if the User selects the payment in installments as the number of payments for the initial costs for the Basic Service, the minimum use period shall be until the last day of the month following the month to which the payment date of the last installment of payments in installments belongs.
2. In the case of the Selection of Usage-Time Charge, there shall be no minimum use period for the service.
3. The initial costs for the Basic Service shall compose part of the usage fees for the Basic Service. Accordingly, if the Company terminates the Use Contract within the minimum use period, the initial costs which the User has paid shall not be returned pursuant to the provision of the termination of the Use Contract during the minimum use period in the Basic Terms and Conditions.

Article 7 (Termination of the Use Contract)

1. Notwithstanding the provision of the termination date in the Basic Terms and Conditions, in the case of the Selection of Usage-Time Charge, the User may terminate the Use Contract for the service as of the notification date, by notifying the Company of the termination by a

[English Translation]

method prescribed by the Company; provided, however, that in respect of the Optional Services added to the Use Contract, the User shall pay the full amount of the fees for the month of the termination regardless of the time of termination of the Use Contract except for the case where these Terms and Conditions particularly set forth.

Article 8 (Warranty)

1. In the “Web Application Firewall” incorporated in part of the models of the Basic Service as the standard, the matters set forth in each of the following items shall not be warranted.
 - (1) To be able to detect any attacks using a vulnerability in web applications and to defend from them, and to deal with any other threats existing on the Internet
 - (2) To keep renewing this function to be able to deal with the latest threat
 - (3) To fit a purpose of use that the User intends and to have a function that the User expects
 - (4) To provide this function without suspension and to keep it perfectly valid

Article 9 (Quality Assurance)

1. The Company shall provide quality assurance for the Basic Service in accordance with the “Service Level Agreement for SAKURA’s Exclusive Server (SLA)” that the Company sets forth on the Service Site.

Article 10 (Optional Services Unable to Use at the Time of Selection of Usage-Time Charge)

1. The Company shall set forth the Optional Services that the User may not use in the case of the Selection of Usage-Time Charge for the Basic Service on the Service Site.

Chapter 2 Optional Services Provisions

Section 1 Upgrade of Line (the “Optional Service” in this Section)

Article 11 (Change of Kind)

1. In respect of the Optional Service, the User may change the kind on or after the first day of the month following the month to which the day on which three (3) months have passed since the use start date belongs.

Article 12 (Deadline of Payment of Fees)

1. The User shall pay the first fee regarding the use of the Optional Service by the last day of the month following the month to which the use start date belongs despite the provision of the payment deadline in the Basic Terms and Conditions except in the case where the user applies for the Optional Service at the same time as the Basic Service.

[English Translation]

Section 2 Memory Upgrade (the “Optional Service” in this Section)

Article 13 (Deadline of Payment of Fees)

1. The User shall pay the first fee regarding the use of the Optional Service by the last day of the following month of the month to which the use start date belongs despite of the provision of the payment deadline in the Basic Terms and Conditions except for the case where the user applies for the Optional Service at the same time as the Basic Service.

Section 3 Storage Upgrade, Built-in Storage Upgrade, Built-in Storage, Built-in Storage Option (the “Optional Service” in this Section)

Article 14 (Deadline of Payment of Fees)

1. If the User uses the service that the Company designates on the Service Site among the Basic Service (the “Company Designating Service”), the User shall pay the first fee for the use of the Optional Service by the last day of the month following the month to which the use start date belongs despite the provision of the payment deadline in the Basic Terms and Conditions; provided, however, that if the User applies for the Optional Service at the same time as the Basic Service, this shall not apply.

Article 15 (Data Transfer, etc.)

1. The Optional Service shall not cover rerecord, reconfiguration, etc. of data, configuration, etc. which were recorded before the implementation of works by the Optional Service on the Company’s server equipment (the “User Server Equipment”) which the User is using in the Services to the User Server Equipment after the implementation of the works, which the User shall conduct. Furthermore, the User shall conduct reinstalment of OS if an exchange of storage is included in the works, except in the case of OS that the Company separately designates.

Section 4 Firewall Service (the “Optional Service” in this Section)

Article 16 (Application)

1. The User may apply for the Optional Service only if the User is using the “Exclusive Global Net Work” set forth in Section 10 or the User applies for the Optional Service at the same time as the “Exclusive Global Net Work;” provided, however, that if the User is using the Company Designating Service, this shall not apply.

Article 17 (Warranty)

1. The Company shall not warrant in any sense whatsoever that the Company may prevent a threat of attacks, etc. against the User Server Equipment by the Optional Service.

[English Translation]

Section 5 Web Falsification Detecting Service (the “Optional Service”)

Article 18 (Use Conditions)

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

Article 19 (Contract)

1. The User shall comply with the latest “Terms of Use for ‘GRED Security Service’” that SecureBrain Corporation sets forth at the time the User uses the Optional Service.

Section 6 Failure Recovery (the “Optional Service” in this Section)

Article 20 (Works)

1. The Company’s obligations for the Optional Service shall be limited to conduct of works in accordance with the written operational procedures that the Company prescribes, and the Company shall not assume obligations such as a resolution of the failure.
2. If the subject User Server Equipment is not recovered by works in accordance with the written operational procedures set forth in the preceding paragraph, the Company shall make a report of the situation to the User by email.

Section 7 IP Address Addition (the “Optional Service” in this Section)

Article 21 (Setting)

1. In respect of the setting, etc., on the User Server Equipment for the IP address allocated to the User by the Optional Service, the User shall implement it at its own expense and on its own responsibility.

Section 8 OS reinstalment (the “Optional Service” in this Section)

Article 22 (Works)

1. The User shall select the OS to be reinstalled from among the provided OSs that the Company sets forth on the Service Site when applying for use of the Optional Service. The Company shall install the latest version of the OS which the Company may provide at the time the User applies for the Optional Service on the hard disc after the Company initializes the hard disc of the User Server Equipment which is a subject of the Optional Service (the “Subject User Server Equipment”).
2. The Optional Service shall not cover rerecord, reconfigure, etc. of data, configuration, etc. which were recorded on the Subject User Server Equipment before the implementation of initialization work in the preceding paragraph, and the User shall conduct the same at its own expense and on its own responsibility.

[English Translation]

Article 23 (Warranty)

1. The Company shall not warrant in any sense whatsoever that the program, software, etc. which were operating on the Subject User Server Equipment before the implementation of work will also properly operate on the Subject User Server Equipment on which the OS has been installed in the precedent article.

Section 9 Console Work (the “Optional Service” in this Section)

Article 24 (Services)

1. The User shall submit a written work request in the format that the Company prescribes after filling in necessary matters when applying for use of the Optional Service, and the Company shall implement works in accordance with the written work request; provided, however, that if the Company decides that the content of the work request is difficult to implement, the Company may refuse the application.

Article 25 (Warranty)

1. The Optional Service shall not warrant in any sense whatsoever identification of a cause of failure and realization of a recovery of failure.
2. Even if losses, etc. occur to the User by the work implemented in the Optional Service, the Company shall not assume any liability for whatever reason.

Section 10 Exclusive Global Network (the “Optional Service” in this Section)

Article 26 (Service)

1. The Optional Service is a service to build a segment exclusive for the User on the side of the Internet line by using VLAN (Virtual Local Area Network) and let the User use it.
2. The User itself shall manage the exclusive segment.

Section 11 Load Balancer Service (the “Optional Service” in this Section)

Article 27 (Application)

1. The User may apply for the Optional Service only if the User is using the “Exclusive Global Net Work” set forth in Section 10 or the User applies for it at the same time as the Optional Services; provided, however, that if the User is using the Company Designating Service, this shall not apply.

Article 28 (Warranty)

1. The Company shall not warranty that the User Server Equipment may avoid deterioration in

[English Translation]

the quality by overload and will not become unable to operate by the Optional Service.

Section 12 Name Server Service (the “Optional Service” in this Section)

Article 29 (Setting)

1. The User itself shall conduct the setting of zone in the Operational Service.
2. The setting of zone in the Operational Service may be conducted only through operation on the zone editing display which the Company provides to the User and the setting, etc. which is not equipped with a function on the zone editing display may not be conducted.
3. If the User ceases to have the right to use the domain name because of, among others, termination of the Optional Service or the domain name set for the Optional Service becoming void, etc., the User shall request for deregistration of the domain name for the Optional Service after having promptly deleted the zone file set for the Optional Service.
4. Notwithstanding the provision of the preceding paragraph, if the User does not delete the zone file of the domain name set for the Optional Service and request for deregistration for the Optional Service, the Company may delete the zone file and deregister the domain name for the Optional Service without any notification to the User.

Section 13 Hybrid Connection (the “Optional Service” in this Section)

Article 30 (Application)

1. Only the User who is using each of the Basic Services of “SAKURA’s Exclusive Server Service,” “SAKURA’s VPS Service,” “SAKURA’s Cloud Service,” “Housing Service” and “Remote Housing Service” (collectively, the “Option Applicable Services”) may apply for the Optional Service.

Article 31 (Payment of Fees)

1. Notwithstanding the provision of payment deadline in the Basic Terms and Conditions, the User shall pay the first fee for use of the Optional Service by the last day of the month following the month to which the use start date belongs.
2. The User may re-designate the payment method of fees for the Optional Service from among methods that the Company prescribes and furthermore, may select to pay the fees for the Optional Service, combined with any of the invoices of the payment for the Option Applicable Service (excluding “SAKURA’s Cloud Service” and the Basic Services for which the User has selected the Usage-Time Charge) to which the User applies the Optional Service, in the method the User has selected in the said service.

Article 32 (Termination)

[English Translation]

1. Even if all of the User's Use Contract for the Option Applicable Service terminates or is terminated, the contract for the Optional Service shall remain in effect, and the termination of the Optional Service shall be in accordance with the procedures that the Company prescribes pursuant to the Basic Terms and Conditions.

Supplementary Provision

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of Exclusive Server Service Terms and Conditions which applied on and after July 28, 2020, and shall apply on and after December 1, 2020 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 December 1, 2020 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.]