SSL Service Terms and Conditions

Article 1 (Application of Terms and Conditions)

- These SSL Service Terms and Conditions (these "Terms and Conditions") are the basic service terms and conditions applicable to the Basic Services, "SSL Server Certificate Proxy Application Service" (the "Proxy Application Service") and "SSL Server Proxy Setting Service" (the "Proxy Setting Service"; collectively, the "Services") that SAKURA internet Inc. (the "Company") provides.
- A user of the Services (the "User") shall observe the Basic Terms and Conditions and these Terms and Conditions that the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Services.

Article 2 (Definitions of Terms)

- 1. "SSL" shall mean an abbreviation for Secure Socket Layer, which is a system enabling secure data transmission by encrypting the data being transmitted on the Internet.
- 2. "SSL Server Certificate" shall mean a digital certificate containing information of a website owner, a key required for encryption of data being transmitted and digital signature of the certificate issuer.
- "Certificate Authority" shall mean an organization engaging in issuance and invalidation of SSL Server Certificates.
- 4. "Upper-Level Provisions" shall mean the terms and conditions, terms of use, provisions, etc. applicable to the SSL Server Certificate that each Certificate Authority provides.

Article 3 (Upper-Level Provisions)

- In addition to the Basic Terms and Conditions and these Terms and Conditions, the Upper-Level Provisions which each Certificate Authority sets forth by shall apply to the Use Contract, 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 the Upper-Level Provisions, the provision of the Upper-Level Provisions shall prevail.
- The User shall agree to observe the Upper-Level Provisions with respect to the SSL Server Certificate in a relationship with each Certificate Authority or a third party. The same shall apply even if the Upper-Level Provisions are established or amended without consent of the User.

Article 4 (Service Contents)

1. The Proxy Application Service is the service in which the Company takes various procedures with each Certificate Authority required for issuance of the SSL Server Certificate (if the

Certificate Authority issuing the relevant SSL Server Certificate provides optional services applicable to the relevant SSL Server Certificate, including the optional services) or renewal of the Validity Period set forth in Article 11 on behalf of the User. The Company shall set forth on the Service Site the Certificate Authorities with which Users may apply for issuance or renewal of the Validity Period of SSL Server Certificate via the Proxy Application Service and the items of SSL Server Certificate.

- 2. The Proxy Setting Service is the service in which the Company conducts works for setting the SSL Server Certificate that is issued or has been issued through the Proxy Application Service on the server for the User to use it on the Services on behalf of the User. The Company shall set forth on the Service Site the conditions of use of the Setting Agency Service.
- 3. The Company may subcontract all or part of the Proxy Setting Service to a business operator designated by the Company.

Article 5 (Application)

- The User may apply for the Proxy Application Service by filling in the required information on the application form prescribed by the Company or the application screen on the Service Site or the email template prescribed by the Company (collectively, "Application Form") and submitting or sending it to the Company. The Company shall set forth the conditions of application for the SSL Server Certificate to be applied for on the Service Site. Furthermore, if the Upper-Level Provisions applicable to the SSL Server Certificate separately require the submission of additional documents, the Company shall set forth the method of submission of such documents on the Service Site.
- 2. The User may apply for the Proxy Setting Service by filling in the required information on the Application Form and submitting it to the Company.
- 3. The Company shall commence to perform the agency services set forth in each of the preceding paragraphs after it accepts the application by the User and confirms payment by the User of fees.

Article 6 (Refusal of Application)

- 1. Not only when an application falls under any of the reasons for refusal of application in the Basic Terms and Conditions, but also when the Company determines it inappropriate in light of the Upper-Level Provisions, the Company may refuse to accept the application made under Paragraph 1 or 2 of the preceding Article.
- 2. Neither the Company nor the Certificate Authority shall assume any liability for damage caused to the User in connection with refusal of acceptance of application under Paragraph 1 or 2 of the preceding Article.

Article 7 (Refusal of Issuance)

1. If the Certificate Authority rejects an application for issuance of the SSL Server Certificate or renewal of the Validity Period of it that the Company files for on behalf of the User, and the SSL Server Certificate is not issued or the Validity Period is not renewed, then the Company shall refund the fee paid by the User after deducting the commission prescribed by the Company.

Article 8 (Usage Fees)

1. The User shall pay the Company the usage fees by the payment deadline and in the method designated by the Company.

Article 9 (Provision of Information, etc.)

- The User shall provide information and documents necessary for provision of the Services (the "Information, etc.") to the Company and keep all the Information, etc. provided to the Company correct and updated.
- The Company may request the User to provide Information, etc. other than those already provided by the User, which the Company determines it necessary for provision of the Services, and the User shall respond to the request.

Article 10 (Invalidation)

- 1. In the case falling under any of the following items, the Certificate Authority and the Company may immediately invalidate the User's SSL Server Certificate without prior notice to the User:
- (1) If the User violates any of the Upper-Level Provisions, the Basic Terms and Conditions or these Terms and Conditions;
- (2) If the invalidation is requested or permitted through regular procedures pursuant to the Upper-Level Provisions;
- (3) If the invalidation is required pursuant to laws and regulations;
- (4) If the Certificate Authority recognizes that the private key of the SSL Server Certificate may become imperiled;
- (5) If the payment of fees is in arrears; and
- (6) Other than the above, if there is a reasonable cause that makes the Certificate Authority or the Company recognize it necessary.
- 2. The User may not make any objection against the invalidation of the SSL Server Certificate pursuant to the preceding paragraph.
- 3. Neither the Company nor the Certificate Authority shall assume any liability for damage (including the fees paid by the User for the invalidated SSL Server Certificate) incurred by

the User in connection with invalidation of the SSL Server Certificate for whatever reason, including the cases in Article 10, Paragraph 1 and Article 13, Paragraph 1.

Article 11 (Validity Period and Termination)

- The validity period (the "Validity Period") of the SSL Server Certificate issued through the Proxy Application Service shall be from the day on which the Certificate Authority issues the SSL Server Certificate via the Company until the date that the Certificate Authority determines as the expiration date of the Validity Period of the SSL Server Certificate.
- 2. The User may not terminate the Use Contract during the Validity Period set forth in the preceding paragraph; provided, however, that if the User has paid fees for the SSL Server Certificate by a monthly prepayment or usage fee prepayment for a selected period (limited to that with the Validity Period exceeding one (1) year; the same shall apply hereinafter), the User may terminate the Use Contract pursuant to the provisions of the termination in the Basic Terms and Conditions after the minimum use period has elapsed, even during the Validity Period of the SSL Server Certificate. The Company shall set forth on the Service Site the items of SSL Server Certificate for which a monthly prepayment or usage fee prepayment for a selected period is available.
- 3. If the Use Contract is early terminated pursuant to the preceding paragraph, the Company may invalidate the SSL Server Certificate subject to the Use Contract immediately.

Article 12 (Warranty, Disclaimers)

- In providing the Proxy Application Service, the Company warrants only that it will, in accordance with the provisions of these Terms and Conditions, take procedures for issuance of the SSL Server Certificate or renewal of the Validity Period on behalf of the User based on the Information, etc. provided by the User. The Company shall not warrant that the SSL Server Certificate will be issued or the Validity Period of the SSL Server Certificate will be renewed through the Proxy Application Service, and shall not assume any liability for damage caused to the User in relation to the provision of the Proxy Application Service, except for the refund set forth in Article 7.
- 2. The SSL Server Certificate issued through the Proxy Application Service shall be provided to the User pursuant to the Upper-Level Provisions set forth by the Certificate Authority issuing the SSL Server Certificate, and the Company shall not give any warranty for the SSL Server Certificate, including warranty of merchantability, fitness for the purpose of use of the User, non-infringement of third party rights, and shall not assume any liability for damage caused 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 provision of, or change specifications

of, the SSL Server Certificate for certain reasons, of which the Company will make efforts to notify the User without delay, but the Company shall not assume any liability for the suspension, termination, change of specifications or delay of the notification.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the SSL Service Terms and Conditions which applied on and after April 20, 2018, and shall apply on and after May 8, 2020 pursuant to the provisions of amendment in the Basic Terms and Conditions.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated May 8, 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.]