

[English Translation]

Equipment Rental Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These Equipment Rental Service Terms and Conditions (these “Terms and Conditions”) are the Optional Service Terms and Conditions applicable to the Optional Service, “Equipment Rental Service” (the “Optional Service”) that SAKURA internet Inc. (the “Company”) provides.
2. A user of the Optional Service (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 Optional Service.

Article 2 (Contents of the Service)

1. The Optional Service is a service to rent the server equipment so that the User may install and use it in a rack in the Company’s data center which the User may access based on the Company’s “Housing Service” or “Remote Housing Service” (collectively, “Each Basic Service”). The server equipment for the Optional Service is as indicated on the Service Site.

Chapter 2 Conclusion of Contract and Responsibility of the User

Article 3 (Conclusion of the Use Contract)

1. The User may apply for the use of the Optional Service by filling in the server equipment that the User desires to rent and other required information on the order form prescribed by the Company and submitting it to the Company.
2. The provision of the Optional Service shall begin on the day on which, after the Use Contract is concluded and the first payment of usage fees set forth in Article 4 is confirmed, the Company delivers the server equipment specified in the order form (the “Equipment,” including a software installed in or attached to the Equipment (the “Attached Software”) that the Company provides in the Optional Service and any other relevant materials) to the User in accordance with Article 6 (the “Use Start Date”).

Article 4 (Payment Deadline for Usage Fees)

1. With respect to the usage fees for the Optional Service, the Company shall charge the usage fees for the month in writing no later than the 10th day of the preceding month, and the User shall pay the usage fees for the month by the end of the preceding month by the same payment method as the one used for Each Basic Service; provided, however, that as for the

[English Translation]

first payment of the usage fees, the User shall, no later than one (1) week before the Use Start Date after the conclusion of the Use Contract, pay the usage fees for two (2) months into a bank account dedicated for the first payment which the Company separately designates (bank charges shall be borne by the User).

Article 5 (Minimum Use Period)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period for the Optional Service shall begin on the Use Start Date and end on the last day of the month during which 12 months have elapsed since the Use Start Date.

Chapter 3 Use of the Equipment

Article 6 (Delivery of the Equipment)

1. The Company shall deliver the Equipment to the User together with a delivery slip by delivering it into the Company's data center. When the User signs the receipt prescribed by the Company, the delivery is deemed to have been completed.
2. The Company only warrants to the User, to the extent of the manufacturer's warranty conditions, that the Equipment is equipped with the functions or performance as per the specifications prescribed by the manufacturer at the time of delivery. The Company shall not provide any other warranties, including warranty of fitness for the purposes of use of the User of the Equipment.

Article 7 (Use and Storage of the Equipment)

1. The User shall use and store the Equipment with the due care of a prudent manager, and any costs and expenses incurred for such use and storage shall be borne by the User.
2. The User shall not conduct the following acts without prior written consent of the Company:
 - (1) to assign, sublease, remodel, replace, exchange, disassemble, repair or physically adjust the Equipment;
 - (2) to move the Equipment to any other place than the place of use specified in Article 8;
 - (3) to remove or deface any marks or signs on the Equipment that explicitly indicate the Company's ownership; and
 - (4) to establish pledge, mortgage, lien, transfer as collateral or any other right over the Equipment.
3. The User shall preserve the Equipment so that it does not become subject to compulsory execution or any other legal or factual infringement by a third party, and if it suffers or may

[English Translation]

suffer such infringement, the User shall immediately notify the Company to that effect and promptly solve the situation.

4. In the case of the preceding paragraph, if the Company takes necessary measures to preserve the Equipment, the User shall cooperate with it free of charge and bear any and all costs incurred by the Company for the measures,
5. During the use of the Equipment, the User shall compensate the Company or a third party for any damage caused by the Equipment itself, or installation, storage or use of it, and the Company shall not assume any liability for such damage.

Article 8 (Place of Use)

1. The User shall use the Equipment at the rack space pursuant to Each Basic Service inside the Company's data center.
2. The Company may, at any time, check on the Equipment at the place of use set forth in the preceding paragraph.

Article 9 (Breach of Use and Management Obligations of the Equipment)

1. If the User loses, damages or defaces the Equipment for any reason attributable to the User, the User shall pay the Company the amount equivalent to the purchase price of a replacement or the amount equivalent to the repair charge of the Equipment at the Company's option and shall also compensate the Company for any other damage. In this case, the User shall not be released from the obligation to pay the usage fees until the end of the contract period of the Use Contract, regardless of whether the Equipment is usable or not.

Chapter 4 Handling of Software

Article 10 (Handling of Software)

1. The User shall not conduct the following acts in respect of the Attached Software:
 - (1) to use the Attached Software together with any server equipment other than the Equipment or use it for any other purpose than the use of the Optional Service;
 - (2) to duplicate, alter, combine or otherwise dispose of the Attached Software;
 - (3) to sublicense, assign, transfer or otherwise dispose of the Attached Software or the right to use it to a third party;
 - (4) to reverse engineer, decompile or disassemble the Software; and
 - (5) to export the Attached Software from Japan.
2. When the Use Contract terminated, the User shall return the Attached Software immediately.

[English Translation]

Chapter 5 Maintenance

Article 11 (Maintenance)

1. During the contract period of the Use Contract, if the Equipment does not operate in accordance with the specifications prescribed by the manufacturer due to neither force majeure nor other reason attributable to the User (excluding cases due to the Attached Software, due to equipment or expendable parts connected to the Equipment other than those designated by the manufacturer as suitable, or due to natural wear and tear or deterioration of the expendable parts), then the Company shall repair or replace the Equipment.
2. If the Company repairs the Equipment in accordance with the preceding paragraph, the Company shall provide a replacement to the User and the User shall move data from all the storage media of the Equipment to the replacement at its own expense and on its own responsibility. When returning the replacement to the Company, the User shall move data from all the storage media of the replacement to the Equipment or the User's storage media at its own expense and on its own responsibility as well.
3. If the Company replaces the Equipment in accordance with Paragraph 1, restoration of settings and data from the Equipment before the replacement shall be conducted at the expense and on the responsibility of the User.
4. The ownership of all the failed parts replaced pursuant to Paragraph 1 shall belong to the Company.
5. If the Company judges that the repair or replacement of the Equipment pursuant to Paragraph 1 requires excessive costs or time, the Company may terminate the Use Contract.
6. The Company shall not assume any liability for damage directly or indirectly caused by the defect in the Equipment or the use of it, and for damage to any programs and data recorded in the storage media of the Equipment.
7. In the case of the repair or replacement of the Equipment under Paragraph 1, the Company may reduce or exempt the usage fees on a pro-rata basis for the period during which the Equipment cannot be used, considering the unavailable condition of the Equipment.
8. The Company or the manufacturer of the Equipment may provide or release to the User a hotfix or the Attached Software in which the defect is corrected for each Attached Software. Upon such provision or release, the User shall promptly apply such hotfix or Attached Software to the Equipment on its own responsibility and at its own expense.
9. The obligations and liabilities which the Company assumes as to defects in the Equipment shall be limited to those set forth in this Article.

[English Translation]

Chapter 6 Termination of the Use Contract

Article 12 (Termination of the Use Contract)

1. If the Use Contract terminated for whatever reason before the expiration of the contract period, the Company shall not refund the usage fees already paid, unless the Company terminates the Use Contract pursuant to Article 11, Paragraph 5.

Article 13 (Termination due to Unavailability)

1. After one (1) year has elapsed since the Use Start Date, if the Company judges that arrangement or maintenance for the Equipment is difficult, the Company may, by giving one (1) month prior notice to the User, terminate the Use Contract without any obligation to pay money.

Article 14 (Return of the Equipment)

1. The User shall return the Equipment to the Company at the location designated by the Company no later than the expiration date of the Use Contract; provided, however, that if the Use Contract is terminated earlier, the User shall return the Equipment immediately on the termination date.
2. If data is recorded in the Equipment, the User shall, on its own responsibility and at its own expense, erase the data and then return it to the Company. The Company shall not assume any liability for damage caused to the User or a third party arising from the data remaining in the Equipment, such as leakage of data remaining in the Equipment, and the User shall resolve the issue on its own responsibility and at its own expense. Furthermore, the User shall pay the Company costs and expenses incurred by the Company to respond to such data leakage, etc.
3. If the User damages or loses the Equipment for any reason attributable to the User and thereby may not return the Equipment to the Company by the return deadline, or if the User returns the Equipment that is damaged or defaced, then the User shall pay the Company, as compensation for damage to the Equipment, the amount equivalent to the purchase price of the replacement or the repair charge of the Equipment at the Company's option.

Article 15 (Late Return Charge for the Equipment)

1. If the User is obliged to return the Equipment to the Company but delays the return, it shall pay the Company the late charge calculated by multiplying the period from the day immediately following the deadline to the day of completion of return by the amount equivalent to the usage fees per month. In this case, the late charge shall be calculated not on a pro-rata basis but on a monthly basis and any period less than one (1) month shall be

[English Translation]

calculated as one (1) month.

Chapter 7 Special Provisions

Article 16 (Contractual Relationship concerning Use of VSR Series)

1. The services corresponding to the Optional Service concerning the VSR Series of Vario Secure Inc. will be provided by Vario Secure Inc. in accordance with a contract formed between the User and Vario Secure Inc.
2. The Company will on behalf of Vario Secure Inc. charge the User the usage fees and receive the usage fees from the User.
3. The User shall comply with the latest version of “VarioSecure Service Use Contract Terms and Conditions (Security Service)” set forth by Vario Secure Inc., available at the time of use of the Optional Service by the User.

Article 17 (Insurance pertaining to Use of “Coyote Equalizer E350GX”)

1. If the User uses “Coyote Equalizer E350GX,” the Company or a third party designated by the Company shall purchase a movable comprehensive insurance for the Equipment.
2. In the case of an insurance incident with the Equipment, the User shall immediately notify the Company to that effect and cooperate with the Company or the third party designated by the Company in the insurance claim process.
3. If the User fulfills its obligations under the preceding paragraph and the Company or the third party designated by the Company receives the insurance money, then the Company shall release the User from its compensation obligations under Article 9 to the extent of the amount of the insurance money received; provided, however, that this shall not apply if the User fails to fulfill its notification obligation or cooperation obligation under the preceding paragraph, or if the loss, damage or deface of the Equipment is attributable to an intentional act or gross negligence of the User.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Equipment Rental Service Terms and Conditions which applied on and after April 1, 2014, 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

[English Translation]

latest original Japanese Terms and Conditions as well.]