

## Marketplace Terms and Conditions

### Chapter 1 General Provisions

#### Article 1 (Application of Terms and Conditions)

1. These Marketplace Terms and Conditions (these “Terms and Conditions”) are the Optional Service Terms and Conditions applicable to software products and services (collectively the “Services” and individually an “Individual Service”) provided in “Marketplace” that SAKURA internet Inc. (the “Company”) operates, and Chapter 1 shall apply to the Services in common and Chapter 2 shall apply to each Individual Service. If any provision of Chapter 1 conflicts with or contradicts any provision of Chapter 2, the provision of Chapter 2 shall prevail and apply.
2. Each user of the Services (the “User”) shall comply with the Basic 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 (Content of Service)

1. The Services are services in which the Company provides the User with each Individual Service of a third party (the “Provider”) who has concluded a contract with the Company.

#### Article 3 (Formation of Use Contract and Use Start Date)

1. If an Individual Service includes two (2) or more types of the services, the User shall apply for the Individual Service by type.
2. Notwithstanding the provisions of Conclusion of Use Contract in the Basic Terms and Conditions, the Use Contract for an Individual Service shall be deemed to be formed at the time when the Company receives information necessary for the User to use the Individual Service from the User.
3. Notwithstanding the provisions of contract period in the Basic Terms and Conditions, the Services shall be provided on and after the use start date that the Company separately notifies after the User applied for the Services, regardless of whether the Company has confirmed the payment of the fee.

#### Article 4 (Usage Fees and Payment Deadline)

1. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the Usage Fees of the Services shall be paid as follows:
  - (1) Periodic Payment:  
This means a payment method to make a payment periodically and the following two (2)

methods are available:

- (i) Flat-rate payment: This means a payment method by which the User periodically pays a fixed amount based on a fee structure under which certain Usage Fees accrue for a certain period of time for an Individual Service provided on a continuous basis, and the Usage Fees consist of either or both of the following:

Initial cost: consideration for provision of performance of the Individual Service;  
and

Flat usage fee: monthly Usage Fees at a flat rate.

- (ii) Pay-as-you-go payment: This means a payment method by which the User periodically pays a variable amount based on a fee structure under which certain Usage Fees accrue in proportion to network resource consumed amount, data usage and any other usage of an Individual Service provided on a continuous basis as measured based on the standards that the Company sets forth, and the Usage Fees consist of one (1) of or a combination of the following:

Initial cost: consideration for provision of performance of the Individual Service;

Basic usage fee: basic Usage Fees at a flat rate to accrue monthly; and

Variable usage fee: Usage Fees in proportion to usage of the Individual Service that the Company measures monthly based on the standards that the Company sets forth.

- (2) One-time payment (spot usage fee):

This is a method by which the User makes a one-time payment of Usage Fees for an Individual Service of which the provision is completed at one time.

2. Notwithstanding the provisions of payment deadline in the Basic Terms and Conditions, the User shall pay the fees set forth in the preceding paragraph by the payment method that the User chooses no later than the following deadlines.

- (1) The initial cost shall be paid no later than the last day of the month following the month to which the use start date belongs.

- (2) The flat usage fee (monthly payment (monthly amount)), basic usage fee and variable usage fee among the fees for use of the relevant service for the period from the 1<sup>st</sup> day to the last day of every month shall be paid no later than the last day of the following month.

- (3) The one-time payment (spot usage fee payment) shall be made no later than the last day of the month following the month to which the service provision completion date belongs.

3. If the User pays the Usage Fees by credit card, the Company shall obtain a credit line of the credit card that the User uses in proportion to the actual usage by the User. The User shall agree that if the Company fails to obtain the credit line, the User will be unable to add or change the type of the Individual Service.

4. The respective Usage Fees for the month to which the use start date belongs and for the month to which the termination date of the Use Contract belongs shall accrue for a full month-period, not be calculated on a pro-rata basis.

Article 5 (Minimum Use Period, Required Contract Period and Termination)

1. Notwithstanding the provisions of minimum use period in the Basic Terms and Conditions, no minimum use period shall apply to the Services; provided, however, that the required contract period may have been set forth depending on an Individual Service or its type.
2. Notwithstanding the provisions of termination in the Basic Terms and Conditions, on and after the contract start date the User may terminate the Use Contract depending on whether the Individual Service that the User is using has its required contract period, in accordance with the following:

- (1) If the Individual Service or its type has no specified required contract period:

If the User gives notice to the Company between the 1<sup>st</sup> day and the 20<sup>th</sup> day of any month in a manner that the Company prescribes, the User may terminate the Use Contract for the Individual Service as of the last day of the month, or if the User gives notice to the Company between the 21<sup>st</sup> day and the last day of any month in a manner that the Company prescribes, as of the last day of the following month.

- (2) If the Individual Service or its type has a specified required contract period:

If the User gives notice to the Company no later than the 20<sup>th</sup> day of the month preceding the month to which the required contract period expiration date belongs in a manner that the Company prescribes, the User may terminate the Use Contract as of the required contract period expiration date. Regardless of the point of time of the termination notice, the User may not terminate the Use Contract at any point of time before the required contract period expiration date.

Article 6 (Upper-Level Terms of Use)

1. The User shall apply for the Use Contract for the Services to the Company upon consenting to the terms and conditions, codes, rules and terms of use, etc. (the “Upper-Level Terms of Use”) that providers of each Individual Services set forth in Chapter 2 and shall use the Services in compliance with the latest Upper-Level Terms of Use at the time when the User is using the Services.
2. If any provision of the Basic Terms and Conditions or these Terms and Conditions conflicts with or contradicts any provision of the Upper-Level Terms of Use, except for the provisions relating to the contract formation, Usage Fees, payment deadline and support, the provision of the Upper-Level Terms of Use shall prevail and apply.

Article 7 (Exclusion from Application of SLA)

1. The Services shall not be subject to any quality assurance (SLA) that the Company sets forth.
2. If the User uses any other service that the Company provides (the “Other Service”) together with the Services, even if the User is unable to use the Other Service due to the Services, the Company shall not apply any quality assurance (SLA) that the Company sets forth for the Other Service.

Article 8 (Change of Service Content and Discontinuation of Service Provision)

1. The Company may change or discontinue the content of the Services due to dissolution of providers or change or discontinuation, etc. of the content of the Services by providers. The Company shall make efforts to notify the change or discontinuation to the User without delay but shall not assume any liability for the change or discontinuation or delay in the notification.

Article 9 (Termination)

1. In addition to the provisions of termination of the Use Contract by the Company in the Basic Terms and Conditions, in the event of any of the cases listed below, the Company may immediately terminate the Use Contract without giving notice or demand to the User:
  - (1) if the provider judges that the User or the End-User conducted an act breaching or threatening to breach the Upper-Level Terms of Use;
  - (2) if the provider judges that the User or the End-User breached the Upper-Level Terms of Use and the provider requests the Company to stop the use of the Services or terminate the Use Contract; or
  - (3) if the Company or the provider judges that the User made any adequate authentication process difficult or impossible by circumventing ID or account authentication by the Company or the provider, falsifying authentication information or any other fraudulent means.

Article 10 (Service without Charge)

1. The Company may provide a service that a third party provides to the User for free of charge in the Marketplace in addition to those set forth in Chapter 2. The User shall comply with the latest Upper-Level Terms of Use that the third party sets forth at the time when the User is using the service and the Company shall make no warranty for the service and assume no liability for any failure or damage arising out of or in connection with use of the service.

## Chapter 2 Individual Service Terms

Section 1 Trend Micro Cloud One™-related Products (services included in the related products shall be collectively referred to as the “Individual Service” in this Section)

### Article 11 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use the security function in accordance with the license of service operating on Trend Micro Cloud One™’s service which Trend Micro Incorporated and HYPER BOX CO., LTD. (collectively the “Provider” in this Section) provide.

### Article 12 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “Trend Micro Product License Agreement” that Trend Micro Incorporated sets forth.

### Article 13 (Quality Assurance by the Provider)

1. The Provider’s quality assurance shall apply to the Individual Service.

### Article 14 (Support)

1. With respect to support for the method of use, function, the Upper-Level Terms of Use and login information and password of Trend Micro Cloud One™-administration console of the Individual Service, the User may use the support service that the Provider provides.
2. With respect to inquiries about billing, termination and any other contract details of the Individual Service other than the support set forth in the preceding paragraph and other technical supports (including, but not limited to, customer training, system integration/development assistance, transition assistance and proxy operation/development service), the Company shall respond to the inquiries.

## Section 2 KOBIT (the “Individual Service” in this Section)

### Article 15 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use KOBIT that Creator's NEXT INC. (the “Provider” in this Section) provides.
2. The Company may subcontract the Individual Service in whole or in part to the Provider.

### Article 16 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “KOBIT Terms of Use” that the Provider sets forth.

[English Translation]

Article 17 (Support)

1. With respect to support for the method of use, function and the Upper-Level Terms of Use of the Individual Service, the User may use the support service that the Provider provides.
2. With respect to inquiries about the setting method, billing, termination and any other contract details of the Individual Service other than the support set forth in the preceding paragraph and other technical supports (including, but not limited to, customer training, system integration/development assistance, transition assistance and proxy operation/development service), the Company shall respond to the inquiries.

Section 3 Juniper vSRX (the “Individual Service” in this Section)

Article 18 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use Juniper vSRX that Juniper Networks, Inc. and NISSHO ELECTRONICS CORPORATION (collectively the “Provider” in this Section) provide. In order to apply for the Individual Service, the User must apply for the Other Service that the Company designates.

Article 19 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “End User License Agreement” that Juniper Networks, Inc. sets forth.

Article 20 (Support)

1. In principle, the Company shall act as support contact for the User in the Individual Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company’s judgment, jointly provide the support to the User after the Company giving notice to the User.

Article 21 (Termination)

1. Notwithstanding the provisions of termination in Chapter 1, if the Use Contract for the Other Service terminates, the Use Contract for the Individual Service that the User is using shall automatically terminate as well.
2. Regardless of when the Use Contract for the Individual Service terminates, the User shall pay the Usage Fees in full of the Individual Service for the month to which the termination date of the Use Contract belongs.

Section 4 Fortinet-related Products (services included in the related products shall be collectively referred to as the “Individual Service” in this Section)

[English Translation]

Article 22 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use appliance products and related services that Fortinet, Inc and Zuken NetWave Inc. (collectively the “Provider” in this Section) provide.

Article 23 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “Fortinet Product License Agreement / EULA and Warranty Terms” that Fortinet, Inc sets forth.

Article 24 (Support)

1. In principle, the Company shall act as support contact for the User for the Individual Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company’s judgment, jointly provide the support to the User after the Company giving notice to the User.

Section 5 Sophos-related Products (services included in the related products shall be collectively referred to as the “Individual Service” in this Section)

Article 25 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use virtual appliance products and Sophos Central-related products of Sophos Ltd. (however, excluding Sophos UTM set forth in Section 13) that Sophos Ltd. and KOANKEISO CO., LTD. (collectively the “Provider” in this Section) provide.

Article 26 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “Owlook® Security Management Service Terms of Use (SAKURA’s Cloud Virtual-type UTM Management)” that KOANKEISO CO., LTD. sets forth.

Article 27 (Support)

1. In principle, the Company shall act as support contact for the User for the Individual Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company’s judgment, jointly provide the support to the User after the Company giving notice to the User.

Section 6 ShareWAF (the “Individual Service” in this Section)

Article 28 (Content of the Individual Service)

[English Translation]

1. The Individual Service is a service in which the User may use ShareWAF that KOANKEISO CO., LTD. (the “Provider” in this Section) provides.

Article 29 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “Owlook® Security Management Service Terms of Use (ShareWAF)” that the Provider sets forth.

Article 30 (Support)

1. In principle, the Company shall act as support contact for the User for the Individual Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company’s judgment, jointly provide the support to the User after the Company giving notice to the User.

Section 7 *Chokotto Data Henkan/Kako* (the “Individual Service” in this Section)

Article 31 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use *Chokotto Data Henkan/Kako* that UNIRITA Inc. (the “Provider” in this Section) provides. In order to apply for the Individual Service, the User must apply for the Other Service (including Windows Server that Microsoft Corporation provides) that the Company designates.

Article 32 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “Terms and Conditions for Use of Cloud Service” [Note: This is not the English name of the document but the Company’s translation of the original Japanese name “クラウドサービス利用約款.”] that the Provider sets forth and the “End User License Terms” that Microsoft Corporation sets forth.

Article 33 (Termination)

1. Notwithstanding the provisions of termination in Chapter 1, if the Use Contract for the Other Service terminates, the Use Contract for the Individual Service that the User is using shall automatically terminate as well.
2. Regardless of when the Use Contract for the Individual Service terminates, the User shall pay the Usage Fees in full of the Individual Service for the month to which the termination date of the Use Contract belongs.

Article 34 (Support)



[English Translation]

1. With respect to support for the method of use, function and the Upper-Level Terms of Use of the Individual Service, the User may use the support service that the Provider provides.
2. With respect to inquiries about the setting method, billing, termination and any other contract details of the Individual Service other than the support set forth in the preceding paragraph and other technical supports (including, but not limited to, customer training, system integration/development assistance, transition assistance and proxy operation/development service), the Company shall respond to the inquiries.

## Section 8 Acronis Cyber Protect Cloud (the “Individual Service” in this Section)

### Article 35 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use Acronis Cyber Protect Cloud that Acronis, Inc and Networkd Corporation (collectively the “Provider” in this Section) provide.

### Article 36 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “ACRONIS Software License Agreement” that Acronis, Inc sets forth.

### Article 37 (Support)

1. In principle, the Company shall act as support contact for the User for the Individual Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company’s judgement, jointly provide the support to the User after the Company giving notice to the User.

### Article 38 (Data Management, etc.)

1. The User may not give notice to terminate the Use Contract of the Individual Service to the Company before deleting all the User Data on the Provided Area on the Individual Service.
2. The User shall manage and back up the User Data with respect to the Individual Service at its own expense and on its own responsibility. The Company shall not be involved in or have any concern with the User Data, and if the User terminates the Use Contract without deleting the User Data in breach of the provisions of the preceding paragraph or in any other event whatsoever, the Company shall not assume any liability for the matters which fall under any of the following items and any other matters for any reason unless otherwise set forth in the provisions of the Company’s liability in the Basic Terms and Conditions:
  - (1) divulgation or loss, etc. of the User Data;

[English Translation]

- (2) prevention of divulgence or loss, etc. of the User Data; and
  - (3) restoration of the User Data.
3. If the Use Contract terminates for any reason, the User shall delete the User Data on the Provided Area on the Individual Service no later than the termination date of the Use Contract. If the User Data on the Provided Area has not been deleted even after the termination of the Use Contract, the Company may delete the User Data and shall assume no liability with respect to the deletion.

Section 9 *Kougeki Shadan Kun* (the “Individual Service” in this Section)

Article 39 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use *Kougeki Shadan Kun* that Cyber Security Cloud, Inc. and NET ASSIST Inc. (collectively, the “Provider” in this Section) provide.

Article 40 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “General Conditions of Contract for ‘*Kougeki Shadan Kun*’ (via Partner)” that Cyber Security Cloud, Inc. sets forth.

Article 41 (Support)

1. In principle, the Company shall act as support contact for the User for the Individual Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company’s judgment, jointly provide the support to the User after the Company giving notice to the User.

Section 10 *MylogStar* (the “Individual Service” in this Section)

Article 42 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use *MylogStar* that RUNEXY CORPORATION (the “Provider” in this Section) provides.

Article 43 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the “Software License Agreement” that the Provider sets forth.

Article 44 (Support)

1. With respect to support for the method of use, function, the Upper-Level Terms of Use, login

[English Translation]

information and password of the Individual Service, the User may use the support service that the Provider provides.

2. With respect to inquiries about the billing, termination and any other contract details of the Individual Service other than the support set forth in the preceding paragraph and other technical supports (including, but not limited to, customer training, system integration/development assistance, transition assistance and proxy operation/development service, the Company shall respond to the inquiries.

#### Article 45 (Handling upon Termination of Contract)

1. If the Use Contract for the Individual Service terminates for any reason, the User shall immediately uninstall or deactivate all the software that the User received for use of the Individual Service and installed on the Provided Area or the User's terminal.

#### Section 11 ASTERIA Warp (the "Individual Service" in this Section)

##### Article 46 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use ASTERIA Warp that Asteria Corporation (the "Provider" in this Section) provides.

##### Article 47 (Application)

1. Only if the User has an address, domicile or business office in Japan, the User may apply for the Individual Service.

##### Article 48 (Upper-Level Terms of Use)

1. The Upper-Level Terms of Use for the Individual Service shall be the "Software License Agreement" and "Asteria Common Terms of Use" that the Provider sets forth. With respect to support, the User shall comply with the latest "ASTERIA Support Service Terms and Conditions" that the Provider sets forth at the time when the User is using the support service in the preceding paragraph.

##### Article 49 (Support)

1. With respect to support for the method of use, function, the Upper-Level Terms of Use, login information and password of the Individual Service, the User may use the support service that the Provider provides.
2. With respect to inquiries about the billing, termination and any other contract details of the Individual Service other than the support set forth in the preceding paragraph and other technical supports (including, but not limited to, customer training, system

[English Translation]

integration/development assistance, transition assistance and proxy operation/development service, the Company shall respond to the inquiries.

Section 12 Netwiser-related Products (services included in the related products shall be collectively referred to as the “Individual Service” in this Section)

Article 50 (Content of the Individual Service)

1. The Individual Service is a service in which the User may use appliances and any other related services that Seiko Solutions Inc. (the “Provider” in this Section) provides. In order to apply for the Individual Service, the User must apply for the Other Service that the Company designates.

Article 51 (Upper-Level Terms of Use)

1. The User shall comply with the latest “Software License Agreement” [Note: This is not the English name of the document but the Company’s translation of the original Japanese name “ソフトウェア使用許諾契約書.” ] that the Provider sets forth at the time when the User is using the Individual Service.

Article 52 (Support)

1. In principle, the Company shall act as support contact for the User for the Individual Service; provided, however, that depending on the content of support, the Company and the Provider may, based on the Company’s judgment, jointly provide the support to the User after the Company giving notice to the User.

Article 53 (Termination)

1. Notwithstanding the provisions of termination in Chapter 1, if the Use Contract for the Other Service terminates, the Use Contract for the Individual Service that the User is using shall automatically terminate as well.
2. Regardless of when the Use Contract for the Individual Service terminates, the User shall pay the Usage Fees in full of the Individual Service for the month to which the termination date of the Use Contract belongs.

Section 13 (Sophos UTM) (the “Individual Service” in this Section)

Article 54 (Contract)

1. The Individual Service is a service to be provided after the User and KOANKEISO CO., LTD. (the “Provider” in this Section) conclude a use contract based on the terms of use that the Provider sets forth for Sophos UTM, in which the Company will take

[English Translation]

application procedures to the Provider on behalf of the User and collect fees and provide support on behalf of the Provider (the “Company’s Service”), under the use contract.

2. The Company shall not assume any liability for the User’s use of the Individual Service unless there was any defect attributable only to the Company in the Company’s Service set forth in Paragraph 1 (defects do not include delay in the application procedures taken by the Company on behalf of the User to the Provider).

#### Supplementary Provisions

##### Article 1 (Commencement of Application)

1. These Terms and Conditions are established on June 5, 2023 and shall apply on and after the same date.

[Note: This is the Company’s translation of the original Japanese Terms and Conditions dated June 5, 2023 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.]