

Rental Server Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These Rental Server Service Terms and Conditions (these “Terms and Conditions”) are the Terms and Conditions by Service applicable to the rental server 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’S Mailbox Service
SAKURA’S 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'S Rental Server Service

SAKURA'S Rental Server 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'S Managed Server Service

SAKURA'S Managed Server 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, etc. 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 the measure in the preceding item is taken, if the situation is not remedied even after the designated period has elapsed, restriction on use of the function
 - (3) After either of the measures in preceding two items is taken, 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 shall notify the User to that effect and reason in advance unless 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'S Rental Server Service" (excluding some plans) and "SAKURA'S Managed Server 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'S Rental Server Service" (excluding some plans) and "SAKURA'S Managed Server 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'S Mail Box Service," "SAKURA'S Rental Server Service," and "SAKURA'S Managed Server Service" detects and removes only viruses, etc. 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, etc. When the virus scan function detects or removes viruses, etc., it may incidentally modify or delete the User's electronic files and such modified or deleted electronic files cannot be restored.

Chapter 2 Optional Services Provisions

Section 1 Web Falsification Detecting Service (the "Optional Service" in this Section)

Article 5 (Application)

1. Only Users currently using "SAKURA'S Rental Server Service" or "SAKURA'S Managed Server 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 6 (Contract)

1. The User shall comply with the latest "Terms of Use of 'GREAD Security Service'" that

SecureBrain Corporation sets forth at the time the User uses the Optional Service.

Section 2 Free SSL Service (the “Optional Service” in this Section)

Article 7 (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”) engaging in issuance and invalidation 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 effective term set forth in Article 13, 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 effective term 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 8 (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, provisions, etc. applicable to the SSL server certificates that the Certificate Authority provides (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 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 a consent of the User.

Article 9 (Application)

1. Only Users currently using “SAKURA’S Rental Server Service” or “SAKURA’S Managed Server 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 10 (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

[English Translation]

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 effective term 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 effective term 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 effective term of the certificate.

Article 11 (Provision of Information)

1. The User shall provide information and documents (the “Information, etc.”) necessary for provision of the Optional Service to the Company and keep any and all Information, etc. provided to the Company correct and updated.
2. The Company may request the User to provide Information, etc. other than the Information, etc. 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 12 (Invalidation)

1. In any of the following cases, the Company and the Certificate Authority may invalidate the User’s SSL server certificate immediately without giving a 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 invalidation is requested or permitted through regular procedures pursuant to the Upper-Level Terms of Use;
 - (3) If the invalidation is requested pursuant to laws and regulations;
 - (4) If the Certificate Authority recognizes that the private key of the SSL server certificate is likely to lose safety; 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 invalidation of SSL server certificate pursuant to the preceding paragraph.
3. Neither the Company nor the Certificate Authority shall assume any liability for damage incurred by the User in connection with invalidation of SSL server certificate for any reason including the cases in Paragraph 1 of this Article and Article 13, Paragraph 3.

Article 13 (Effective Terms, Renewal and Termination)

[English Translation]

1. The effective term 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 effective term for the SSL server certificate.
2. Unless the User indicates its intention to terminate the Use Contract for the Optional Service by the method prescribed by the Company not later than 30 days prior to the expiration of the effective term for the SSL server certificate issued through the Optional Service, the Company shall on behalf of the User take the procedures to renew the effective term 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 by the method prescribed by the Company 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 14 (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 effective term of the certificate based on the Information, etc. provided by the User. The Company shall not warrant that the SSL server certificate will be issued, or the effective term of the SSL server certificate will be renewed through the Company's agency services and shall not assume liabilities for damage incurred by the User in relation to the agency 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 server certificate including market eligibility, fitness for the Users' purposes of use, non-infringement of third parties' rights, and shall not assume any liability for damage incurred by the User 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 those 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

[English Translation]

certificates. The Company will make efforts to notify the User of those without delay but shall not assume any liability for the termination and delay of the notification.

Section 3 Backup and Staging (the “Optional Service” in this Section)

Article 15 (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’S Rental Server Service” (excluding some plans) or “SAKURA’S Managed Server 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 16 (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 17 (Transfer, etc. of Status, etc. 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

[English Translation]

obligations under the said Use Contract pursuant to the provisions pertaining to the transfer, etc. of status etc., under the Use Contract in the Basic Terms and Conditions (the “Transfer, etc.”), then the Use Contract pertaining to the Optional Service shall terminate simultaneously with the Transfer, etc. in principle.

Article 18 (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, etc. of the User’s hardware, software or networks, etc.;
 - (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 19 (Maintenance and Management, etc. of Information and Data by Users)

[English Translation]

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, etc. and the provisions of non-warranty, disclaimers, etc. in the Basic Terms and Conditions with respect to the maintenance and management, etc. of the User Data relating to the Optional Service and other information and data.

Section 4 Contents Boost (the “Optional Service” in this Section)

Article 20 (Service Contents)

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

Article 21 (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. If the Use Contract relating to the Basic Services terminates, the Optional Service subject to the Use Contract shall automatically terminate.

Article 22 (Payment of Usage Fees)

[English Translation]

1. Notwithstanding the provisions on 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 end 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 23 (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 5 Migration Tool (the “Optional Service” in this Section)

Article 24 (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.

Article 25 (Use Contract)

1. Only the User currently using “SAKURA’S Rental Server 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

[English Translation]

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 26 (Non-Warranty, Disclaimers)

1. The User may not use “SAKURA’S Rental Server 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’S Rental Server 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, etc. 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.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Rental Server Service Terms and Conditions which applied on and after June 10, 2020, and shall apply on and after July 13, 2022 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

[English Translation]

July 13, 2022 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.]