

SAKURA's VPS Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These SAKURA's VPS Service Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the Basic Service, "SAKURA's VPS 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") shall observe the Basic Terms and Conditions which the Company sets forth and these Terms and Conditions. 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 the function of one (1) virtualized server set for the server equipment installed in the Company's data center exclusively to the User or the service in which the Company provides the function of one (1) server equipment installed in the Company's data center exclusively to the User.

Chapter 2 Optional Service Provisions

Section 1 Name Server Service (the "Optional Service" in this Section)

Article 3 (Zone Setting, etc.)

1. The User itself shall conduct the zone setting in the Optional Service.
2. The User may conduct the zone setting in the Optional Service only by operating it from the zone editing screen provided to the User, and the User may not conduct the setting, etc. that does not exist in the functions of the relevant zone editing screen.
3. If the User ceases to have the right to use the domain due to termination of the Optional Service or the domain name set in the Optional Service becoming null and void, etc., the User shall promptly delete the zone file set in the Optional Service and request for deregister of the relevant domain with the Optional Service.
4. Notwithstanding the provisions of the preceding paragraph, if the User does not delete the zone file of the relevant domain set in the Optional Service and does not request for deregister of the Optional Service, the Company may freely delete the relevant zone file and deregister of the relevant domain with the Optional Service without giving any notice to the User.

Section 2 Changes of Storage (the “Optional Service” in this Section)

Article 4 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the plan specified on the Service Site from among the “SAKURA’s VPS” in the Basic Service items.
2. If the User newly applies for the Optional Service, it shall apply for the service at the same time as the Basic Service to which the User applies the Optional Service.

Article 5 (Payment of Usage Fees)

1. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay the Usage Fees for the use of the Optional Service within two (2) weeks from the conclusion date of the Use Contract.

Section 3 Startup Script (the “Optional Service” in this Section)

Article 6 (Contents of the Optional Service)

1. In the Optional Service, the User may store, execute, edit, publish, terminate the publication of and delete the scripts which the User itself has created (the “Own Script” in this Section).
2. In the Optional Service, the User may, in addition to executing the script set forth in each of the following items, duplicate and edit the script and may store, execute, edit, publish, terminate the publication of and delete the relevant edited script as the Own Script.
 - (1) a script which the Company publishes (the “SAKURA Internet Official Script” in this Section); and
 - (2) a script which other Users have created and published.
3. The Company shall not make any warranty, whether expressed or implied, regarding all scripts (including, but not limited to, a constant provision, etc. of the script). Furthermore, the Company shall not assume any liability for any damage incurred by the User regarding the use of the script in Item 2 of the preceding paragraph.

Article 7 (Publication of the Own Script)

1. The Own Script which the User has published in the Optional Service (the “Script” in this Section) shall be published on the Optional Service until the User or the Company deletes or terminates the publication of it, and it may be used by other Users (in addition to executing the Script, it includes to duplicate and edit it and then publish and delete the relevant edited Script as the User’s Own Script; the same shall apply in this Article) and browsed by a third party.

[English Translation]

2. The Company may use the Script free of charge and non-exclusively for the purpose of providing the Optional Service or performing maintenance of the system, etc. for the Optional Service. The User shall, at its own expense and burden, grant necessary rights (including the rights with which the Company re-licenses the use of the Script to other Users) to the Company indefinitely, and further, the User shall not exercise, or shall not cause a third party to exercise, the author's moral rights against the Company or the person to whom the Company has re-licensed the use of the Script. If any dispute arises as to the use of the Script between the User or the Company and a third party, the User shall resolve this on its own responsibility and at its own expense and the User shall not cause any damage to the Company.
3. The User shall not publish any script which may fall under the prohibited matters that the Company specifies in the Company's Terms and Conditions. If the Company determines that the Script may fall under the prohibited matters, the Company may delete or terminate publication of the Script without giving any notice to the User.
4. If the Use Contract for the Basic Service terminates, the User shall, for whatever reason, delete the Own Script from the Optional Service no later than the termination date of the relevant Use Contract. If the Own Script remains despite the termination of the relevant Use Contract, the Company may delete the relevant Own Script and the Company shall not assume any liability for compensation for damage incurred by the User due to the deletion.

Section 4 SQL Server Web Edition (the "Optional Service" in this Section)

Article 8 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the "SAKURA's VPS for Windows Server" from among the Basic Service items.
2. The User shall apply for the Optional Service at the same time as the Basic Service.

Article 9 (Termination)

1. The User may terminate the Optional Service only by terminating the Basic Service to which the Optional Service applies.

Section 5 SQL Server Express Edition (the "Optional Service" in this Section)

Article 10 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the "SAKURA's VPS for Windows Server" from among the Basic Service items.
2. The Use Contract for the Optional Service shall be deemed to be formed at the time of the installment in the immediately following Article, regardless of the provisions on the

[English Translation]

conclusion of the Use Contract in the Basic Terms and Conditions.

Article 11 (Use of Software)

1. The User shall, at its own expense and on its own responsibility, conclude a license agreement with Microsoft Corporation in the U.S. or its affiliated companies for the software necessary for using the Optional Service (the “Software”) and install the Software.

Article 12 (Termination)

1. The User may terminate the Optional Service by uninstalling the Software.
2. The User shall, at its own expense and on its own responsibility, conduct termination procedures or any other necessary procedures with respect to the license agreements with Microsoft Corporation in the U.S. or its affiliated companies.

Section 6 (Remote Desktop (RDS) (the “Optional Service” in this Section)

Article 13 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the “SAKURA’s VPS for Windows Server” among the Basic Service items.
2. If the User uses the “Office” set forth in the immediately following Section, it shall apply for at least the same number of the Optional Service as the number of the Use Contract(s) for the Office.

Section 7 Office (the “Optional Service” in this Section)

Article 14 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the “SAKURA’s VPS for Windows Server” from among the Basic Service items.
2. If the User newly applies for the “Optional Service,” it shall apply for it at the same time as the Basic Service to which the User applies the Optional Service.

Article 15 (Termination)

1. The User may terminate the Optional Service even within the contract period of the Basic Service to which the User applies the Optional Service unless the number of the Use Contract is below one (1).

Section 8 WPS Office (the “Optional Service” in this Section)

Article 16 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects

[English Translation]

the “SAKURA’s VPS for Windows Server” from among the Basic Service items.

2. The User may apply for the Optional Service only if it resides in Japan.

Article 17 (Use of Software)

1. The User shall, at its own expense and on its own responsibility, conclude a license agreement with KINGSOFT Corporation Limited (the “Licensor”) for the software necessary for using the Optional Service (the “Software”) and install the Software.

Article 18 (Prohibited Matters)

1. The User shall not conduct the acts falling under any of the following items:
 - (1) selling, transferring, lending, disposing of, offering as security, etc. the Software to a third party;
 - (2) whether with or without consideration, transferring, lending, distributing, offering as security, licensing, disclosing license keys and information relating to those license keys to a third party;
 - (3) copying (excluding copying for the backup purpose of the User), altering, adapting, processing or otherwise modifying, transmitting, enabling transmission of, analyzing, cryptanalyzing, reverse engineering, decompiling or disassembling the Software;
 - (4) violating laws and regulations or infringing the rights of the Licensor or any third party by using the Software or license keys;
 - (5) defaming, or impairing the social credibility or confidence of, the Software and the Licensor without any apparent legal basis; and
 - (6) in addition to the preceding items, continuing the act although the Licensor considers the act inappropriate and requests the User to stop the act through the Company.

Article 19 (Support)

1. The Licensor shall provide supports concerning usage instructions and license agreements of the Software, and the Company shall not provide any of the supports. The User shall directly contact the Licensor for the supports.
2. The Company shall handle inquiries concerning the Optional Service itself other than the inquiries in the preceding paragraph.

Article 20 (Termination)

1. If the Use Contract for the Basic Service terminates or is terminated in whole, the Use 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

[English Translation]

the Basic Terms and Conditions.

2. If the Use Contract for the Optional Service terminates for any reason due to termination, the User shall not use any license keys issued under the Use Contract after that.

Section 9 Hybrid Connection (the “Optional Service” in this Section)

Article 21 (Application)

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

Article 22 (Payment of Usage Fees)

1. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay the initial Usage Fees for the use of the Optional Service on or before the last day of the month following the month to which the use start date belongs.
2. The User may once again specify the payment method of the Usage Fees for the Optional Service from among the methods that the Company sets forth, and may choose to pay the Usage Fees for the Optional Service, combined with any of the invoices of the payment for the Option Applicable Service (excluding the “SAKURA’s Cloud Service,” and the “SAKURA’s Exclusive Server Service” for which the User has selected a time charge) to which the User applies the Optional Service, in the method the User has selected in the said service.

Article 23 (Termination)

1. Even if the User’s Use Contract for the Option Applicable Service terminates or is terminated in whole, 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.

Section 10 Web Falsification Detecting Service (the “Optional Service” in this Section)

Article 24 (Application)

1. The Company shall set forth the terms of use for the Optional Service in the Service Site.

Article 25 (Contract)

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

[English Translation]

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of SAKURA's VPS Service Terms and Conditions which applied on and after March 10, 2020, and shall apply on and after May 8, 2020 pursuant to the provisions on the amendment to the Terms and Conditions in the Basic Terms and Conditions.

※ Microsoft and Windows, Windows Server, Microsoft Office, SQL Server are the registered trademarks or trademarks of Microsoft Corporation in the U.S. and other countries. The official name of Windows is Microsoft Windows Operating System.

[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.]