

This is the English translation of the Covenants of the Company prepared in the Japanese language. In case of difference between any provision of the English language version and that of the Japanese language version, the Japanese language version shall always prevail

IDC Frontier Inc.
Hosting Service Contract Covenants Ver. 2.0

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IDC Frontier Inc.

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Hosting Service Contract Covenants Ver. 2.0

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Hosting Service Contract Covenants (Ver.2.0)

Part 1. General Provisions

Article 1 (Application of Covenants)

1. IDC Frontier Inc. (hereinafter referred to as “the Company”) provides the Service (as defined in Article 3 (Definition) below) in accordance with this Hosting Service Contract Covenants (hereinafter referred to as “the Covenants”).
2. The Company shall stipulate Service Level Regulations (Exhibit B) aside from the Covenants and thereby define contents of the Service. Furthermore, the Company shall stipulate (1) Regulations on Use of the Service (Exhibit A), (2) Regulations Concerning Protection of Personal Information (Exhibit C) and (3) Regulations Concerning Procedure for Making Applications to Registries, Registrars and Issuers of Digital Certificate (Exhibit D). The Customer shall abide by these three Regulations.
3. The Regulations set forth in the preceding Paragraph shall, unless otherwise specifically provided, constitute an integral part of the Covenants, and amendment thereto shall be subject to the Covenants.
4. The Company may stipulate individual regulations aside from the Regulations set forth in Paragraph 2. The dominance of effect between the Covenants and any individual regulations shall be stipulated in such individual regulations.
5. The Covenants are offered for inspection at any time on the Website (as defined in Article 3 (Definition) below) of the Company, etc. Further, the Company will deliver a copy of the Covenants in a written form or in an electronic file in the manner the Company considers reasonable upon the Customer’s request.

Article 2 (Amendment to Covenants)

1. The Company may amend the Covenants. In this case, the Company shall give the Customer at least 60 days’ prior notice about intended amendment. The method of giving notice of amendment shall be as set forth in the Covenants.
2. After the date of amendment of the Covenants, amended provisions of the Covenants shall apply to the Service Contract.

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3. When it is reasonably judged that amendment to the Covenants brings disadvantage to the Customer, the Customer may terminate the Service Contract by giving a written notice to the Company within 30 days following the day of arrival of the notice related to the amendment.
4. In the case of the preceding Paragraph, the Service Contract shall terminate on the day immediately before the day when amendment to the Covenants becomes effective.

Article 3 (Definition)

In the Covenants the following terms shall have the following meanings:

- (1) “The Service” means those hosting services that the Company provides via the Internet to offer functions or capacity of the facilities established to be used for the Services, pursuant to the provisions of the Service Specifications (as defined in Article 2 (Definition) of the Service Levels Regulations; hereinafter the same shall apply).
- (2) “Website” means the webpage that the Company discloses to the Customer to apply for the Service Contract or alter or cancel the same, and to receive the Services.
- (3) “The Customer” means an individual or legal entity (including the national and local governments; hereinafter the same) that receive the Services.
- (4) “Employees, etc.” mean an officer of the Customer, or a person employed by the Customer to work for the Customer.
- (5) “The Customer, etc.” means the Customer, Employees, etc., and Authorized Users (as defined in Article 2 (Definition) of the Regulations on Use of the Service).
- (6) “Service Contract” means the contract concerning use of the Service which the Company and the Customer execute pursuant to the Covenants in connection with use of the Service by the Customer.
- (7) “Service Fee” means fee paid by the Customer to the Company in consideration for use of the Service under the Service Contract (including initial fee, monthly fee, additional fee and other fees).

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- (8) “Login ID” means a variable code set by the Customer to be used in combination with the Password for the Services, in order to identify the Customer, etc. from others and authenticate the Customer, etc.
- (9) “Password” means a code which is used in combination with Login ID to distinguish the Customer, etc. from others, and which is variable.
- (10) “Devices, etc. for the Service” mean hardware, etc. (including, without limitation, computer server, storage, telecommunication equipment and other devices; hereinafter, the same shall apply) and software, etc. (including, without limitation, OS, middleware, application software, content and data base; hereinafter, the same shall apply) supplied by the Company in connection with the Hosting Service provided by the Company.
- (11) “Customer’s Devices” mean software, etc. and hardware, etc. installed by the Customer, etc. to receive the Service provided by the Company.
- (12) “Data, etc.” means such information provided to, sent to/received from or registered with the facilities established to be used for the Services, etc. by the Customer (including such information provided or sent to the Customer, etc. from a person other than the Customer, etc. in the course of use of the Services.)

Part 2. Conclusion of Contract

Article 4 (Application for the Service Contract)

1. Application for the Service Contract shall be made either by (1) submitting the application sheet or (2) through the Website.
2. When an application sheet is used for applying for the contract, the Customer shall fill in, without omitting anything, all items to be declared on the application sheet the Company designates separately herefrom, affix the Customer’s seal and submit the same to the Company.
3. When the application is made through the Website, the Customer shall fill in, without omitting anything, all items to be declared on the application form available on the Website, and perform the sending operation after confirming the declared items pursuant to the procedure indicated on the screen.
4. In order to apply through the Website, it is necessary that the Customer has

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concluded in advance the Membership Contract with the Company based upon the Terms and Conditions of the Membership prescribed by the Company.

5. In addition to the preceding Paragraph, there may be certain limitations or restrictions as regards the classification, type or supply conditions, etc. in relation to the Services that are available to the Customer. The Customer shall apply for the Service Contract only after confirming the applicability of such limitations or restrictions and the contents thereof.
6. At the time of applying under Paragraph 2 or Paragraph 3, the Customer shall confirm the contents of the Covenants as well as Exhibit A through D (hereinafter collectively referred to as the “Covenants, etc.”), and any such application, if actually submitted, shall be considered to constitute the Customer’s acceptance of the contents of the Covenants, etc.

Article 4-2 (Conclusion of Service Contract)

1. The Service Contract shall be concluded upon the Company accepting the application made by the Customer pursuant to the preceding Article.
2. The Service Contract shall be concluded for each unit of contract stipulated in the Service Specifications (as defined in Article 2 (Definition) of the Service Level Regulations; hereinafter, the same shall apply).
3. If there are any special agreements separately made to the Service Contract, such agreements shall take precedence.
4. Notwithstanding the preceding Paragraphs and other clauses of the Covenants, the Company may refuse to accept the Customer’s application to conclude the Service Contract if the Customer falls under any of the Items set forth below:
 - (1) The Customer is an individual and, at the time of application, is a minor, an adult ward, a person under curatorship, or a person under assistance and lacks the capacity to definitively submit the application for the Service Contract on his/her own responsibility, where the consent or ratification of the statutory agent or other person holding due right to give consent is not obtained;
 - (2) It is difficult to provide the Services pursuant to the Customer’s application;
 - (3) The credit card that the Customer notified the Company as the method for settlement of payments is declared invalid by the credit card company, or the

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company paying on behalf of third parties designated by the Company refuses to enter into an agreement to pay on behalf of the Customer;

- (4) There is a possibility that the Customer will fail to pay the fees related to the Services or any other expenses, or the Customer has actually failed to make such payment in the past;
- (5) There is a forged entry, written error or omission with respect to the documents submitted by the Customer;
- (6) The Customer comes under, or has the possibility to come under any of the Items set forth in Paragraph 1 or Paragraph 2 of Article 13 (Termination of Service Contract by Company);
- (7) The Customer uses, or has the possibility to use, the Service in a manner that is illegal or is clearly against the public order and morals;
- (8) The Customer has the possibility to use the Services in a manner that will impair the good name or reputation of the Company or a third party;
- (9) The Customer has the possibility to use the Services in a manner that will cause disturbance to the other users of the Services;
- (10) The Company believes that the customer has the possibility to use the Services in relation to a medical practice or such other business that may cause serious risks to the human life, body or property of any person;
- (11) The Customer was in the past subjected to termination of the Contract for Use of the Service or any other contract for use of services provided by the Company or subjected to suspension of the Service or any other service provided by the Company; or
- (12) Other than as provided above, the Company judges that it cannot provide the Service continually as requested by the Customer.

Part 3. Provision of the Service

Article 5 (Provision of the Service)

1. Contents, and terms and conditions of the Service provided by the Company shall be as set forth in the Service Level Regulations; provided, however, that if any provision is specifically set forth in the Service Contract, such provision shall

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prevail.

2. The Company may make copies, backups, alterations and adaptations of Data, etc. when necessary in connection with the provision of the Service.
3. The Customer may seek from the Company a report about the situation or progress of the Service.
4. The Company shall not be obligated to provide to the Customer information or Data, etc. which is not directly related to the Service.

Article 6 (Subcontracting)

1. The Company may subcontract to a third party all or part of work required for the provision of the Service to the Customer.
2. In the case of the preceding Paragraph, the Company shall manage said subcontractor in an appropriate manner and cause said subcontractor to assume the same obligations that are imposed under the Covenants.

Article 7 (Temporary Suspension or Discontinuation of Provision of the Service)

1. The Company may suspend or discontinue the provision of the Service without requiring prior notice to the Customer or prior consent of the Customer, in cases falling under any of the items below:
 - (1) Regular maintenance work is conducted;
 - (2) Repair of Devices, etc. for the Service is conducted due to a problem thereof;
 - (3) Suspension or discontinuation of the Service is required for operational or technical reasons;
 - (4) The Service cannot be provided due to a natural disaster or calamity or any other force majeure event or cause; or
 - (5) Suspension or discontinuation of the Service is ordered under an applicable law or regulation.
2. Even if the Customer, etc. should suffer damages due to the failure of the Company to provide the Service on account of any of the events set forth in the items of the preceding Paragraph, the Company shall not assume any liability for such damages.

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3. Even if the Company has suspended or discontinued the provision of the Service pursuant to the provision of Paragraph 1, the Customer shall not be exempted from the obligation of payment of the Service Fee.

Article 8 (Problem of Devices, etc. for the Service)

1. When the Company has known that a problem has occurred to Devices, etc. for the Service, the Company may repair or recover such Devices, etc. for the Service or take any other necessary measures.
2. The Company may, when necessary, seek cooperation from the Customer for the repair or recovery set forth in the preceding Paragraph.

Article 9 (Duty of Care and Diligence of Good Manager)

The Company shall provide the Service with the duty of care and diligence of a good manager during the period of use of the Service.

Article 10 (Discontinuance of the Service)

1. The Company may, in cases falling under any of the items below, discontinue all or part of the Service:
 - (1) The Company gives notice of discontinuance to the Customer at least two months before the intended date of discontinuance;
 - (2) The Company cannot provide the Service due to a natural disaster or calamity or any other force majeure event;
 - (3) Licensing, manufacture, sale or supply of, of Devices, etc. for the Service, software, etc. which is not created or produced by the Company or hardware, etc. which is not manufactured by the Company has been suspended, or support thereof has been terminated; or
 - (4) Any supplier (including Original Right Holders provided for in Paragraph 1 of Article 9 (Handling of Intellectual Property Right) of the Regulations on Use of the Service) of software, etc. or hardware, etc. provided for in the preceding Paragraph has fallen under any of the events set forth in Items 7 through 14 of Paragraph 1 of Article 14 (Termination of the Service Contract

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Due to Events of Default, etc).

2. If, in the case of the preceding Paragraph, the Company has discontinued all of the Service, the Company may terminate the Service Contract without assuming any liability whatsoever.

Part 4. Term of the Contract, Service Fee, and Termination of the Contract

Article 11 (Term of Contract, etc.)

1. The Service Contract is available in forms (1) without a stipulated term and (2) with a stipulated term.
2. The term of the Service Contract with a stipulated term shall be set forth in the Service Contract in accordance with the respective type set forth in the Service Specifications; provided, however, that, the term of the Service Contract shall be automatically extended for a prescribed renewal term (unit) set forth in such Service Contract in the absence of any notice given from either the Customer or the Company to the other party in writing of its intention not to renew the Contract no later than thirty days in advance of the expiration day of the current term of the Contract (or by such other time if otherwise set forth in the Service Specifications).

Article 12 (Termination of Service Contract by Customer)

1. The Customer may terminate the Service Contract without a stipulated term at any time with immediate effect in the manner set forth by the Company.
2. The Customer may terminate the Service Contract with a stipulated term even before the expiry of the current term by serving notice to the Company in the manner set forth in the Service Specifications.

Article 13 (Termination of Service Contract by Company)

1. The Company may discontinue the Service or terminate all or part of the Service Contract without giving any prior notice or request to the Customer when any of the following events occurs to the Customer:
 - (1) The Customer is in arrears with payment of the Service Fee and has not completed payment even after 14 days have passed from the day of the Company's request for payment;

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- (2) The Company judges that act of the Customer, etc. or information provided by the Customer falls under any of Prohibited Matters (as defined in Article 2 (Definition) of the Regulations on Use of the Service);
 - (3) The Customer conducts any of the acts falling under the items of Paragraph 3 of Article 9 (Handling of Intellectual Property Right) of the Regulations on Use of the Service;
 - (4) In addition to the preceding three items above, the Customer breaches any of the Covenants and is not expected to correct such a breach;
 - (5) The Customer uses the Service in an inappropriate manner and has not corrected such an inappropriate use in spite of the Company's request for correction;
 - (6) There are false descriptions or malicious errors or omissions in notifications submitted to the Company;
 - (7) The Customer is subjected to suspension of payment or falls into insolvency;
 - (8) A bill or check issued by the Customer is dishonored;
 - (9) A petition for seizure, provisional attachment or auction is filed against the Customer, or the Customer is subjected to a disposition for the failure to pay taxes and public dues;
 - (10) A petition for bankruptcy, commencement of civil rehabilitation proceedings or corporate reorganization proceedings is filed by or against the Customer;
 - (11) A serious concern has occurred to the financial standing of the Customer;
 - (12) The Customer is subjected to a disposition for revocation or suspension of the business license by a supervisory agency;
 - (13) The Customer has adopted a resolution for dissolution, capital reduction or transfer of all or a significant part of its business; or
 - (14) An event or cause which makes performance of the Service Contract difficult has occurred to the Customer.
2. The Company shall be entitled to terminate the Service Contract without serving any notice or demand if the Company believes that the Customer, etc. comes under any of the following Items:
- (1) It is found that the Party concerned, or any of the specially interested parties

of the Party (referring to the officers (including officers' stock ownership plans), the spouses and blood relatives within the second degree thereof, or companies a majority of whose voting rights is held by these persons and affiliated companies and officers of such companies; hereinafter the same shall apply) or significant employees, principal shareholders or business counterparties, etc. of the Party are, or had been in the past, antisocial forces (organized crime groups, members of an organized crime group, quasi-members of an organized crime group, companies related to an organized crime group, corporate extortionists, racketeering organizations for social movement or political activities, crime group with special intelligence or any group or person equivalent to the foregoing; hereinafter the same shall apply); or the involvement of the Party concerned, or of the specially interested parties, significant employees, principal shareholders or business counterparties, etc. of the Party with the antisocial forces has become clear.

- (2) The Customer commits any of the acts listed below personally or through a third party against the Company:
 - (i) Makes an illegal or inappropriate unjustly demand;
 - (ii) Uses violence, where violence is not limited to tangible forces but includes such forms as threatening conducts;
 - (iii) Demands persistently to transact with the Customer in such ways as subscribing to an information magazine;
 - (iv) Makes demands to the Company by disguising itself as a victim group, etc.; or
 - (v) Conducts any other act prohibited by the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups.
 - (3) The Customer informs the Company that it is, or is a related party to, an antisocial force, etc.
3. In addition to the preceding two Paragraphs, the Company may terminate the Service Contract, only if it a contract is without a stipulated term, by giving a notice to the Customer no later than one month in advance.
 4. Upon termination of the Service Contract under the Paragraph 1 and Paragraph 2, any and all obligations that the Customer owes to the Company including unpaid Service Fees at the time of the termination shall immediately become due and payable regardless of their due dates.
 5. Even if the Company discontinues the Service pursuant to the provision of Paragraph 1, the Company shall not lose the right to make a claim for the Service

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Fee corresponding to the discontinued period.

Article 14 (Minimum Use Period and Penal Sum)

1. The Company shall prescribe the minimum use period with respect to the Service Contract with a stipulated term. Such minimum use period may be set (i) as the first year of the Contract, (ii) as the first year of the Contract plus the period thereafter up to the expiration of each renewal period, or (iii) in any other manner, and it shall be determined in the Service Contract respectively.
2. Even if, within the Minimum Use Period set forth under the preceding Paragraph, the Service Contract is terminated pursuant to Paragraph 2 of Article 12 (Termination of Service Contract by Customer) or Paragraph 1 or Paragraph 2 of Article 13 (Termination of Service Contract by Company), the Customer shall pay a penal sum as provided for in the Service Contract.
3. In the case of the preceding Paragraph, the Company may claim against the Customer a penal sum in the amount equal to the Service Fee corresponding to the remaining Minimum Use Period.

Article 15 (Service Fee)

1. The service fees comprise the following:
 - (1) Initial expenses;
 - (2) Use fee; and
 - (3) Additional fee.
2. The use fee set forth under Item 2 of the preceding Paragraph is calculated as of the end of each month and is charged according to the following systems:
 - (1) Measured rate system; or
 - (2) Flat rate system.
3. The portion of initial expenses of the service fee shall accrue upon the conclusion of the Service Contract.
4. The portion of use fee of the service fee shall accrue starting from the day on which the Customer becomes ready to use the Services unless otherwise stipulated in the

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Service Specifications. The termination of charging of the fees shall be as stipulated in the Service Specifications.

5. Even in the absence of any provisions in the Service Contract, if the Company has provided the Services or any other services to the Customer or has performed any operation, work or other act necessary to continue providing such services upon the Customer's request or due to a reason attributable to the Customer, the Company may charge an additional fee to the Customer in an appropriate amount.

Article 16 (Amendment to Service Fee)

Even during the term of the Service Contract, the Company may revise the Service Fee if and when the Service Fee becomes unreasonable due to a change in prices of energy and metal or employment conditions, or fluctuations of economic conditions. In this case, the provision of Article 2 (Amendment to Covenants) shall be applied mutatis mutandis.

Article 17 (Method of Payment)

1. When the Customer applies for the Service Contract, the Customer shall be requested to choose one of the methods set forth in the following Items as the method of payment of the service fees in the manner prescribed by the Company; provided, however, that, if the Customer is an individual, the Customer's method of payment shall be limited to the method under Item (2) below
 - (1) Remittance to the bank account of the Company based upon an invoice;
 - (2) Credit card; or
 - (3) Automatic withdrawal from the Customer's bank account or postal savings account.
2. When the method under Item 1 of the preceding Paragraph is chosen, the Customer shall pay in cash by way of remitting the amount to the bank account of the Company stated on the invoice by the due date of payment stated on the invoice, with the bank charge incurred for the remittance, etc. to be borne by the Customer.
3. When the method under Item 2 of Paragraph 1 above is chosen, the Customer is requested to enter/input matters concerning the Customer's credit card such as the name of the credit card company, card number, name of the cardholder and expiration date into the prescribed fields on the application form provided on the

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Website.

4. When the method under Item 3 of Paragraph 1 above is chosen, the Customer is requested to enter/input such matters concerning the Customer's bank account for withdrawal as the name of the holder of the account to be used for the withdrawal, whether the account is a bank account or postal savings account, and, if it is a bank account, the name of the bank, the branch name, the type of the deposit and the account number, or, if it is a postal saving bank account, the code and the number of the account into the prescribed fields on the application form.
5. Unless the Company otherwise specifies, the due date of payment of the use fees shall be the due date of payment stated on the invoice (or the immediately preceding day if such due date falls upon a bank holiday). In the case of Item 2, Paragraph 1 above, however, it shall be the settlement day designated by the credit card company
6. In no event shall the Company return the service fees received from the Customer for whatever reasons, except to the extent that the proviso of Paragraph 2 of Article 25 (Exemption from Responsibility) or Article 25-2 (Special Provisions on Exemption from Responsibility concerning Consumer Contracts) applies.

Article 18 (Change of Method of Payment by Company)

As regards the manner of payment prescribed in Item 1 of Paragraph 1 of the preceding Article, when the amount of the service fees payable by the Customer for the month is less than 1,000 yen, the Company may request the Customer to change the method of payment to that under Item 2, Paragraph 1 of the preceding Article, and the Customer shall change the method of payment as requested.

Article 19 (Delayed Interest)

1. If the Customer has not performed payment of the Service Fee or any other obligation under the Service Contract even after the arrival of the prescribed due date, the Customer shall pay delayed interest in an amount calculated at the rate of 14.5% per annum for the number of days from the following day of the prescribed due date till the preceding day of the actual payment date, and the Service Fee and other obligations all together, no later than the due date specified by the Company

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and by the method prescribed by the Company.

2. Wire-transfer charges required for payment of delayed interest set forth in the preceding Paragraph as well as other expenses shall be borne by the Customer.

Part 5. Handling of Materials and Information

Article 20 (Provision and Return of Materials, etc.)

1. The Customer shall, at the request of the Company, provide free of charge to the Company materials, etc. necessary for the performance of the obligations under the Service Contract.
2. The Company shall be exempt from any responsibility for its delayed performance of the Service or a defect in the Company's Deliverables (as defined in Article 2 (Definition) of the Regulations on Use of the Service) or any other results caused by the Customer's refusal of or delay in the provision of materials, etc. to the Company or an error in contents of such materials, etc.

Article 21 (Handling of Confidential Information)

1. In the Covenants the term "Confidential Information" means internal information, engineering information, systems, know how or other information of the other party that each of the Customer and the Company may come to know under the Service Contract, regardless of whether or not such information is marked as confidential and in what media such information is described (document, photo, film, magnetic tape, magnetic disk, etc.).
2. Notwithstanding the provision of the preceding Paragraph, information which comes under any of the items below shall not be included in Confidential Information:
 - (1) information of the disclosing party which is in the public domain before the receipt thereof;
 - (2) information of the disclosing party which the receiving party has already known before the receipt thereof;
 - (3) information of the disclosing party which enters the public domain through no fault of the receiving party after the receipt thereof;

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- (4) information which the receiving party has lawfully obtained from a third party without confidentiality obligation; and
 - (5) information which the receiving party has independently developed without reference to the Confidential Information of the disclosing party.
3. Each of the Customer and the Company shall strictly keep and manage Confidential Information with the duty of care and diligence of a good manager, and shall disclose Confidential Information only to respective officers and employees (including, without limitation, regular employees, contract employees and temporary employees; hereinafter in this Article referred to as “the Subject Employees, etc.”) who engage in the subject operations and who need to know such Confidential Information and only to the extent necessary. Furthermore, each of the Customer and the Company shall cause the Subject Employees, etc. to assume and abide by the same obligations that are imposed on the Customer and the Company under the Service Contract, and shall take full responsibility for acts conducted by the Subject Employees, etc.
4. Each of the Customer and the Company shall not disclose any Confidential Information to a third party, without the prior written consent of the other party and without imposing on said third party confidentiality obligations which are the same as or heavier than the ones set forth hereunder.
5. Each of the Customer and the Company shall, after disclosing Confidential Information to a third party under the preceding Paragraph, cause said third party to assume the same confidentiality obligations that are imposed hereunder and shall supervise said third party to ensure that such confidentiality obligations are observed by said third party. Each of the Customer and the Company shall, jointly with said third party, assume responsibility for the performance of the obligations under the Service Contract.
6. Each of the Customer and the Company shall use Confidential Information for the performance of the Service only and shall not use the same for any other purpose whatsoever.
7. Each of the Customer and the Company shall not make copies or duplicates of any Confidential Information, regardless of form and condition, without obtaining the prior consent of the other party; provided, however, that this provision shall not apply to the cases falling under Paragraph 2 of Article 5 (Provision of the Service).

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8. Each of the Customer and the Company shall, upon termination of the Service Contract or at the request of the other party, promptly return to the other party or destroy (including removal or erasure from magnetic media and storage media) all Confidential Information as well as all copies and duplicates thereof to the extent the Company deems as reasonable, in accordance with instructions given by the other party, and moreover, promptly notify the other party in writing of results of such return or destruction.

Article 22 (Handling of Personal Information)

Handling of personal information obtained by the Company from the Customer shall be subject to the Regulations Concerning Protection of Personal Information.

Article 23 (Handling of Non-Disclosure Contract Concluded Before the Execution of the Service Contract)

If there is, before the execution of the Service Contract, any non-disclosure agreement concluded between the Customer and the Company for the purpose of negotiations over the execution of the Service Contract, such non-disclosure agreement shall lose effect upon execution of the Service Contract, and thereafter the Covenants shall be applicable.

Part 6. Responsibility

Article 24 (Securing of Essential Communications in Emergency)

1. In the event of actual occurrence or a threat of occurrence of a natural disaster, an accident or any other force majeure event or an emergency, the Company may restrict or suspend the provision of the Service to prevent such a disaster or accident, or to secure relief, transportation, communications or electric power supply, or to give priority to the handling of communications of matters required for the maintenance of order or matters of urgency for the benefit of the public interest.
2. If the purpose of the Service Contract cannot be achieved due to occurrence of a natural disaster, an accident or any other force majeure event or an emergency as set forth in the preceding Paragraph, the Customer may terminate the Service Contract. In such a case, the termination shall become effective on the day when a

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notice of termination by the Customer reaches the Company.

Article 25 (Exemption from Responsibility)

1. The Company hereby disclaims responsibility for default of obligation, tort liability, or liability for damages, regardless of legal cause of action, with regard to damages which occur to the Customer, etc. due to any of the events below:
 - (1) Damages caused by a flaw, a defect, a bug, etc. in software, etc. which constitutes the Service;
 - (2) Damages caused by leakage, destruction or loss of data, etc. managed or retained by the Customer in the course of use of the Service;
 - (3) Damages resulting from the Customer's use of software, etc. with security risks on the Service, or damages caused by leakage, destruction or loss of data, etc. due to the Customer's Devices;
 - (4) Damages caused by a natural disaster, an accident, a revolt or any other force majeure event;
 - (5) Damages caused by the failure of the Customer, etc. to comply with the procedures and security measures stipulated by the Company;
 - (6) Loss of deliverables or any other problem that occurs to deliverables in the course of transportation due to an event not attributable to the fault of the Company;
 - (7) Damages caused by a problem of the Customer's Devices, a defect in the Internet connection to the Devices, etc. for the Service or any other problem in the Customer's connection environment;
 - (8) Damages caused by Devices, etc. for the Service infected with a computer virus of any kind which is not responded to by the Company's antivirus software;
 - (9) Damages caused by unauthorized access to the Devices, etc. for the Service, or attack or interception in communication path of the Devices, etc. for the Service by a third party, which cannot be safeguarded even with the duty of care and attention of a good manager;
 - (10) Damages caused by, of Devices, etc. for the Service, software, etc. which is

not created or produced by the Company;

- (11) Damages caused by, of Devices, etc. for the Service, hardware, etc. which is not manufactured by the Company;
 - (12) Damages caused by a defect in telecommunication services provided by telecommunications carriers other than the Company;
 - (13) Damages caused by execution by legal process under Article 218 (Search, Seizure or Inspection Upon a Warrant) of the Code of Criminal Procedure or the Law Authorizing Wiretaps in Investigations Involving Organized Crime or compulsory disposition under court order or under a law or a regulation; or
 - (14) Damages due to an event or a cause not attributable to the fault of the Company.
2. In addition to what is provided for in the preceding Paragraph, the Company hereby disclaims any responsibility for default of obligation, any tort liability, or any liability for damages, regardless of legal cause of action, with regard to damages caused by the Company to the Customer in connection with the Service Contract, except in the case that quality target is stipulated in the Service Specifications (as defined in Article 2 (Definition) of the Service Level Regulations) or that the Company stipulates to assume liability for damages under any specific regulations.
 3. The Company hereby disclaims any and all liability for damages caused by an event not attributable to the fault of the Company, damages caused under special circumstances regardless of whether they were foreseeable to the Company or not, damages caused by destruction or loss of data, etc., damages caused in the course of usage of the Service for businesses related to medical science, human life or human body, and lost profits of the Customer.
 4. The Company hereby disclaims any and all responsibility for trouble, dispute, etc. that may occur, in connection with the use of the Service by the Customer, etc., between the Customer and an Employee, etc. or an Authorized User (as defined in Article 2 (Definition) of the Regulations on Use of the Service) or any other customer, etc. or any other third party (hereinafter referred to collectively as “the Subject Third Party, etc.”).
 5. The Company hereby disclaims any and all liability for damages that may occur to the Subject Third Party, etc. in connection with the Service.

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Article 25-2 (Special Provision on Exemption from Responsibility concerning Consumer Contracts)

Among the stipulations of the Covenants, those set forth below shall not operate to exempt the entire responsibility to be assumed by the Company with respect to the Customer if the Customer is an individual (excluding those Customers who became a party to the Service Contract as or for a business), and the Company shall be responsible for damages that have been actually and directly incurred; provided, however, that the maximum amount of such damages shall not exceed the amount equivalent to the monthly amount of the use fees that is payable by the Customer with respect to the month during which the damage arises (or the average amount of the use fees with respect to the three months immediately preceding the month during which the damage arises), unless, however, a quality warranty is given pursuant to the provisions of the Service Specifications or the responsibility for the damages is owed pursuant to the Individual Regulations:

- (1) Stipulation to provide for the exemption from the entire responsibility to compensate for the damages incurred by the Customer due to nonperformance by the Company of the obligations;
- (2) Stipulation to provide for the exemption from the entire responsibility under the Civil Code to compensate for damage incurred by the Customer due to a tort committed by the Company in the course of performance of the obligations of the Company concerning the Services; and
- (3) Stipulation to provide for the exemption from the entire responsibility to compensate for damages incurred by the Customer due to the defect where there is a latent defect in the subject matter of the Services (or, when the Services are a contract agreement, there is a defect in the subject matter of the work under the Services).

Part 7. Miscellaneous Provisions

Article 26 (Non-assignment)

The Customer shall not assign to a third party the status, and the rights and obligations, under the Service Contract, in whole or in part, without the prior written consent of the

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Company.

Article 27 (Method of Giving Notice)

1. Any and all notices and communications given by the Company to the Customer under the Covenants shall be made by, of methods of posting on the Company's Website, an email and a written document, a most appropriate and reasonable one.
2. Notices and communications under the preceding Paragraph shall be given to the address of the Customer reported to the Company. When any notice or communication has not reached the Customer because the address previously reported is different from the fact, said notice or communication shall be deemed to have arrived at the Customer when it normally should reach the Customer.
3. When a notice or communication is given by an email, said notice or communication shall be deemed to have reached the Customer at the time the Company has transmitted such an email to the address reported by the Customer to the Company. When a notice or communication is given by posting thereof on the Company's Website, said notice or communication shall be deemed to have reached the Customer at the time that said Company's Website has become accessible to the Customer.

Article 28 (Appointment of Person in Charge)

1. The Customer shall appoint a person in charge of contracts and a person in charge of technical affairs with respect to the Services and register the prescribed matters in accordance with the procedures prescribed by the Company.
2. The authority of the Customer regarding the Covenants shall be deemed to be delegated to the person in charge of contracts and the person in charge of technical affairs, etc., and businesses regarding the Service Contract such as application, alteration, refusal to renew and termination, invoicing of the service fees, communication of technical information, notice, as provided for in the preceding Article, and other communications may be conducted through such persons.
3. Any change made to the person in charge of contracts or person in charge of technical affairs shall be notified to the Company in accordance with the procedures prescribed by the Company.

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Article 29 (Jurisdiction)

The Customer and the Company hereby agree that any suit which may arise between the two parties is submitted to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court.

Article 30 (Governing Law)

The formation, effect, performance and interpretation of the Service Contract shall be governed by and subject to the laws of Japan.

Article 31 (Consultation)

Matters not provided for in the Service Contract or any doubt or question as to any provision of the Service Contract shall be settled through good-faith consultation by the Customer and the Company. If any portion of the Contract of Use of the Service is invalid, such invalidity shall not affect the entirety of the Contract of Use of the Service, and such an invalid portion shall be replaced with an effective provision closest to the content of said portion.

Supplementary Provisions

The Covenants (Ver. 1.0) shall become effective on March 11, 2009; provided, however, that, for Customers who have a fixed term of the Service, the previous covenants shall be applied until the expiration of such a fixed term.

The Covenants (Ver. 1.1) shall become effective on April 1, 2009.

The Covenants (Ver.2.0) shall become effective on October 25, 2011.

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Attached to the Covenants are the following documents:

Exhibit A: Regulations on Use of the Service

Exhibit B: Service Level Regulations

Exhibit C: Regulations Concerning Protection of Personal Information

Exhibit D: Regulations Concerning Procedure for Making Applications to Registries,
Registrars and Issuers of Digital Certificate

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Exhibit A

Regulations on Use of the Service

Article 1 (Purpose)

These Regulations provide for matters which the Customer should observe when using services provided by the Company. The terms used in these Regulations shall, unless otherwise specifically provided, have the same meanings as those in the Covenants.

Article 2 (Definition)

In these Regulations the following terms shall have the following meanings; provided, however, that the terms defined in the Covenants shall, unless otherwise specifically provided, have the same meanings in these Regulations.

| | Terms | Definitions of Terms |
|---|----------------------------|--|
| 1 | Authorized Users | Users of the Service other than the Customer and Employees, etc.(restricted to persons approved by the Company based on an application submitted by the Customer) |
| 2 | Prohibited Matters | Matters set forth in each of the items of Paragraph 1 of Article 6 (Prohibited Matters) of these Regulations |
| 3 | the Company's Deliverables | Documents (including operational explanations incidental to Devices, etc. for the Service), materials, Devices, etc. for the Service and other tangible and intangible articles provided by the Company to the Customer in connection with the Service |

Article 3 (Notification of Supervisor in Charge of Use of the Service)

1. The Customer shall appoint a supervisor in charge of use of the Service beforehand and shall notify the Company thereof by the prescribed method.
2. The Company shall make contact and confirmation with the Customer regarding use of the Service through the supervisor in charge of use of the Service in principle.

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Article 4 (Notification of Customer Information Including Changes thereof)

1. The Customer shall, at the execution of the Service Contract, notify the Company of the corporate name, address, supervisor in charge, email address, etc. of the Customer by the method prescribed by the Company.
2. If there is a change in any of the items notified under the preceding Paragraph, the Customer shall notify the Company of such a change without delay.
3. Even if the Customer should incur damages due to its failure to make notification as set forth in the preceding Paragraph, the Company shall not assume any responsibility for such damages incurred by the Customer.
4. The Customer shall take appropriate measures to ensure that emails from the Company reach the address notified by the Customer at all times, and shall without delay respond to any such request made by the Company.
5. The Company may transmit by email to the Customer information concerning services of the Company deemed useful to the Customer and/or information concerning goods and services of business partners of the Company. In this case, the Customer shall bear the capacity of the Customer's disks used for emails and files transmitted from the Company.

Article 5 (Use by Authorized Users)

1. When the Customer intends to make an Authorized User use the Service, the Customer shall submit beforehand an application to the Company by the method prescribed by the Company and obtain consent of the Company.
2. The Customer shall submit to the Company documents specifying the form and purpose of usage of the Service or a certified copy of register of the Authorized User concerned, when the Company deems it necessary.
3. The Customer may make an Authorized User use the Service when and after the Company gives consent to usage of the Service by said Authorized User pursuant to the provision of Paragraph 1.
4. The Customer shall cause an Authorized User to observe the following matters:
 - (1) The Authorized User shall observe the provisions of these Regulations;

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- (2) When the Service Contract between the Company and the Customer terminates for whatever reason, or when the provision of the Service is suspended or discontinued or terminated, the provision of the Service to the Authorized User shall also terminate simultaneously, and the Authorized User can not use the Service thereafter;
 - (3) The Authorized User shall not cause a third party to use the Service;
 - (4) The Company may, without obtaining consent of the Authorized User, disclose to a subcontractor of the Company information related to the Authorized User (including, without limitation, confidential information) to the extent necessary for the provision of the Service;
 - (5) The Authorized User acknowledges that it has not the right to make any claim against the Company regardless of cause of claim including a claim for damages or to pursue the Company's responsibility in connection with the Service, and the Authorized User shall not make any claim whatsoever against the Company or pursue the Company's responsibility.
5. Use of the Service by an Authorized User shall be deemed as use of the Service by the Customer. The Customer shall assume full responsibility for such use of the Service by the Authorized User, and, if the Customer, etc. causes damages to the Company intentionally or negligently, the Customer shall compensate the Company for such damages.
 6. A problem, a dispute, etc. that occurs between the Customer and an Authorized User in connection with use of the Service shall be settled at the responsibility and cost of the Customer, and the Customer shall not let such a problem or dispute cause any trouble to the Company.
 7. Notwithstanding the provision of Paragraph 1, when the Customer provides the Service to a third party as the Customer's service, the Customer shall separately enter into a contract with the Company in accordance with content of the Service provided to said third party; provided, however, that this provision shall not apply when the Customer obtains prior written consent of the Company.

Article 6 (Prohibited Matters)

1. The Customer may not, and shall direct and supervise the Customer, etc. not to,

engage in any of the acts set forth below through the use of the Services:

- (1) To alter or delete the contents of the Services or any information that is made usable by the Services;
- (2) To make the Services available to a third party in violation of the Service Contract regardless of its purpose; whether for commercial, noncommercial or whatever other purpose;
- (3) To engage in acts that infringe, or have the possibility to infringe, on any property (excluding intellectual property rights), privacy or image rights of the Company or a third party;
- (4) To engage in acts that infringe, or have the possibility to infringe, on the patent right, copyright, trademark right or any other intellectual property right of the Company or a third party;
- (5) To discriminate or slander or insult the Company or other parties, encourage undue discrimination toward other parties, or impair the good name or reputation thereof;
- (6) To conduct any act that is, or has a high possibility to be, connected with crime such as fraud, child prostitution, illegal transactions of savings or bank accounts and cell phones;
- (7) To send or display any image, picture, voice/sound or documents, etc. amounting to obscenity,, child pornography or child abuse; to sell media recording any of the foregoing, or send or display any advertisement that calls to mind sending, displaying or sales of the foregoing;
- (8) To conduct any act that is, or has a high possibility to be, connected with drug offenses or abuse of controlled substances, etc. or to advertise any unapproved pharmaceutical products, etc.;
- (9) To host or solicit pyramid sales;
- (10) To use the Services using the identity of a third party;
- (11) To send or post viruses etc., or other harmful computer programs, etc.;
- (12) To send to third parties, without consent, e-mails for the purpose of advertisement, commercial messages or solicitation, or to send e-mails that cause, or have the possibility to cause a sense of disgust to other people in

light of conventional wisdom (nuisance e-mails);

- (13) To engage in acts that interfere, or have the possibility to interfere, with the use or operation of the facilities, etc. of a third party or the facilities, etc. established for the Services;
 - (14) To engage in acts to make people illegally engage in betting or gambling or to solicit participation to illegal betting or gambling;
 - (15) To undertake, mediate, or induce (including asking a third party to perform) illegal acts (transfer of guns, etc., unlawful manufacture of explosive substances, provision of child pornography, forging of official documents, homicide, blackmailing, etc.);
 - (16) To sent to unspecified persons such atrocious information as images of scenes of murder, etc. or images of killing or abusing animals, etc. or such other information as will bring a sense of significant repulsion to other people in light of conventional wisdom;
 - (17) To induce, or to encourage, a person to suicide, or to conduct such act as to introduce a method of suicide, etc. that has a high likelihood to cause harm to third parties;
 - (18) To provide a link in a manner or for the propose of promoting any act, knowing that the act comes under any of the foregoing Items;
 - (19) To encourage unspecified persons to post or otherwise offer information that connects, or has a high possibility to connect with a crime or illegal act; or information that unduly slander or insult or invade the privacy of other persons;
 - (20) To engage in acts that violate any statutes or the public order and morals; or that cause trouble to or are contrary to the interest of the Company or a third party; or
 - (21) In addition to the foregoing, to engage in acts that the Company considers to fall outside the purpose of the Services.
2. When the Customer has known that the Customer, etc. has conducted any of acts set forth in the items of the preceding Paragraph or the Customer has judged that the Customer, etc. is likely to conduct any such act, the Customer shall immediately notify the Company of such a fact.

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3. When, in connection with use of the Service, the Company has known that act of the Customer, etc. comes under any of the acts set forth in the items of Paragraph 1 or information provided by the Customer, etc. is related to any such act, the Company may, without prior notice to the Customer, suspend all or part of the Service or remove information related to any such act.
4. When, notwithstanding the preceding Paragraph, the Company receives any guidance, exposure, caution or inquiry related to the Customer, etc. from any investigation or supervisory agency, the Company may, without giving notice to and obtaining consent of the Customer, disclose information related to the Customer, etc. to said investigation or supervisory agency and suspend all or part of the Service or remove information provided, transmitted, received or registered by the Customer.
5. The provision of the preceding Paragraph shall be applied mutatis mutandis to cases when any other Customer, etc. or any third person submits to the Company a request for caution or inquiry or any other claim related to the Customer, etc., alleging that act of said Customer, etc. comes under any of the items of Paragraph 1 or that information provided by said Customer, etc. is related to an act that comes under any of the items of Paragraph 1, and when the Company deems such a request or claim appropriate; provided, however, that the Company shall not assume an obligation for conducting mediation, intermediation or arbitration between said Customer, etc. and any other Customer, etc. or any third person, and that the Customer, etc. shall settle any trouble, dispute, etc. between said Customer, etc. and any other Customer, etc. or any third person at the responsibility and cost of said Customer, etc, without causing any trouble to the Company.
6. The provisions of the immediately preceding three Paragraphs shall not be construed as requiring the Company to assume an obligation for overseeing act of the Customer, etc. or monitoring information provided, transmitted, received or registered by the Customer, etc. (including cases deemed as usage by the Customer) or for recovering to the original condition any information which was once removed, even if an event set forth in each of the items of Paragraph 1 has been eliminated or cured.

Article 7 (Responsibility for Use of the Service)

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1. The Customer shall manage the Company's Deliverables with the duty of care and diligence of a good manager.
2. The Customer shall assume any and all responsibility for acts conducted by the Customer, etc. and results in connection with use of the Service and shall not let any such act or results cause trouble or damages to the Company.
3. The Customer shall assume any and all responsibility for information transmitted by the Customer, etc. through the Service and shall not let any such information cause trouble or damages to the Company.
4. If the Company suffers damages due to the events set forth in the preceding two Paragraphs, the Customer shall compensate the Company for such damages.
5. If the Customer causes damages to the Subject Third Party, etc. in connection with the use of the Service, the Customer shall compensate the Subject Third Party, etc. for such damages at the responsibility and cost of the Customer.
6. In the event that, when the Subject Third Party, etc. suffers damages in connection with the Service, the Company receives a claim for judicial or out-of-court compensation from the Subject Third Party, etc. and has paid for such damages and in settlement and made any other monetary payment under any name whatsoever to the Subject Third Party, etc., the Customer shall shoulder all costs and expenses required for the settlement of the dispute and shall comply with the Company's claim for indemnity.

Article 8 (Handling of Login ID and Password)

1. The Customer shall not disclose, lend to or share with a third party the login ID and password, except in the case that the Customer discloses them to the Customer, etc. and the Company's employees under the Service Contract, and shall strictly manage the login ID and password (including from-time-to-time changes of the password) so that they are not leaked to third persons.
2. Use of the Service or any other act related to the Service by use of the login ID and password owned by the Customer shall all be deemed as use of the Service or act by the Customer, and the Company shall not assume any responsibility for damages incurred by the Customer and others due to such insufficient management or wrong use of the login ID and password, or use thereof by a third person.

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3. If a third person uses the Customer's login ID and password, such act by a third person shall be deemed as act by the Customer, and the Customer shall pay the Service Fee and assume any other obligation related to such use by a third person. Furthermore, if the Company suffers damages due to such act by a third person, the Customer shall compensate the Company for such damages suffered by the Company; provided, however, that this provision shall not apply when the Customer's login ID and password are used by a third person due to a reason for which the Company is responsible.

Article 9 (Handling of Intellectual Property Right)

1. Ownership of intellectual property rights (including, without limitation, patent rights, copyrights and know how; hereinafter, the same shall apply) pertaining to the Company's Deliverables provided to the Customer shall all be vested in the Company or a third person which, through the Company, grants to the Customer, etc. a license to use such Company's Deliverables (hereinafter in this Article referred to as "Original Right Holders").
2. The Customer, etc. may use the Company's Deliverables within the scope of and for the purpose of the Service.
3. The Customer shall not conduct (or cause a third party to conduct, or allow a third party to conduct while turning a blind eye) any of the acts set forth in the items below in the course of use of the Service, without the consent of the Company:
 - (1) Act of making copies and duplicates of the Company's Deliverables, except in the case that the number of copies of software, etc. provided by the Company to the Customer through downloading, etc. is restricted to one and that such software, etc. is copied in the storage media to the extent necessary for use of the Service;
 - (2) Act of making adaptation, alteration, edition and translation of the Company's Deliverables;
 - (3) Act of publishing, broadcasting, transmitting to the public, re-distributing or allowing many and unspecified persons access to, the Company's Deliverables;
 - (4) Act of reverse-engineering or analyzing the Company's Deliverables;

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- (5) Act of lending, transferring, licensing or disposing of the Company's Deliverables to a third party;
 - (6) Act of reviewing or evaluating the Company's Deliverables or releasing such a review or evaluation to the public;
 - (7) Act of slandering, defaming, or transmitting a false fact of, the Company's Deliverables;
 - (8) Act of creating articles which are the same as or similar to the Company's Deliverables, or providing services which are the same as or similar to the Service; or
 - (9) In addition to what are provided for in the foregoing items, act of infringing in any manner the Company's rights pertaining to the Company's Deliverables which are protected under laws and regulations.
4. If the Company's Deliverables are lost or damaged due to a breach of the provision of the preceding Paragraph, the Company or the Original Right Holder may recover, repair or restore them at the cost of the Customer. The provision of this Paragraph shall not preclude the Company from claiming compensation for damages against the Customer.
 5. The Customer agrees beforehand that the Customer does or will not acquire any intellectual property right to the Company's Deliverables in connection with use of the Service.

Article 10 (Backup, etc)

1. The Customer shall let the Customer, etc. back up and save at its own responsibility data, etc. provided, transmitted, received or registered by the Customer, etc. in connection with use of the Service, and the Company shall not assume any responsibility for storage, saving and backup of such data, etc.
2. The Customer shall, with regard to data, etc. transmitted or received by the Customer with use of the Service, make backups of such data and take other necessary measures.
3. Even if the Customer, etc. or any third party suffers any direct or indirect damages due to destruction, damage, leakage or usage for unintended purpose of data, etc. registered or accumulated in the data space of Devices, etc. for the Service, the

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Company shall not assume any liability whatsoever for such damages.

Article 11 (Erasure of Data, etc.)

1. When data, etc. registered or accumulated in the data space of Devices, etc. for the Service exceeds the standard capacity prescribed by the Company, or such data, etc. is related to any of the acts set forth in the items of Paragraph 1 of Article 6 (Prohibited Matters) or comes under Paragraph 4 or Paragraph 5 of the same Article, the Company may erase such data, etc. actually registered or accumulated, or may suspend transmission, receipt or registration of such data, etc., without giving notice to and obtaining consent of the Customer.
2. The Company shall not make any compensation or assume any responsibility for the erasure of data, etc. or the suspension of transmission, receipt or registration of data, etc. under the preceding Paragraph.

Article 12 (Handling of Data, etc. Upon Termination of the Contract)

Upon termination of the Service Contract due to the expiration of the term under Article 12 (Term of the Contract) of the Covenants or upon termination of the Service Contract under Article 13 (Earlier Termination of the Service Contract) or Article 14 (Termination of the Service Contract Due to Events of Default, etc) of the Covenants, the Company shall remove data, etc. registered or accumulated in the data space of Devices, etc. for the Service. The Company shall not be responsible for any direct or indirect loss or damages incurred by the Customer resulting therefrom.

Article 13 (Amendment to Regulations)

The Company may make amendment to these Regulations. Any amendment to these Regulations shall be subject to the procedure for making amendment to the Covenants.

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Exhibit B

Service Level Regulations

Part 1. Definition, etc.

Article 1 (Definition of Service Specification)

1. The Company shall provide the Service at the request of the Customer and in accordance with specifications of each of the Services.
2. The Company may stipulate Service-Scope Descriptions for a specific customer. In such a case, the Company shall provide the Service in accordance with the Service Specifications and the Service-Scope Descriptions.

Article 2 (Definition)

In these Regulations the following terms shall have the following meanings and, unless otherwise specifically provided, shall have the same meanings as those in the Covenants.

| | Terms | Meanings of Terms |
|---|----------------------------|---|
| 1 | Service Specifications | Documents which stipulate, for the sake of customers in general, standards of the Service, and technical and operational conditions for the provision of the Service |
| 2 | Service-Scope Descriptions | Documents which stipulate, for the sake of specific customers, detailed specifications, results, systems of provision of the Service, content of fees, etc. and others relating to the Service, and also procedure for making amendment thereof based on the Service Specifications |
| 3 | Maintenance | All work required for maintenance, addition and repair of the provision of the Service |

Part 2. Terms for Provision of the Service

Article 3 (Issuance of Service Specification)

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The Company shall, at all times at the request of the Customer, issue Service Specifications related to the Service (including Service-Scope Descriptions, if they are stipulated; hereinafter the same shall apply).

Article 4 (Amendment to Service Specification)

1. The Company may make amendment to Service Specifications without prior notice. In such a case, the provision of the Service shall be governed by amended Service Specifications.
2. Notwithstanding the preceding Paragraph, when the Company judges that amendment to the Service, discontinuance of the Service or lowering of the level of the Service causes disadvantage to the Customer (excluding a minor disadvantage), the Company shall be subject to the procedure set forth in Article 2 (Amendment to Covenants) of the Covenants. The Company may however revise the Service Fee and take additional alternative measures in view of overall circumstances when making judgment of occurrence of the above disadvantage.

Article 5 (Effect of Service Specification)

1. The Service Specifications shall be subject to and governed by the Covenants and these Regulations. In case of conflicts between any provision of the Service Specifications and that of the Covenants or these Regulations, the provision of the Covenants and these Regulations shall prevail over that of the Service Specifications.
2. The Service Specifications shall not be intended to make warranty about the quality of the Service, except in the case that quality performance target or quality assurance is stipulated in said Service Specifications.

Article 6 (Implementation of Maintenance)

The Company may conduct maintenance of the Company's Internet network and network system. When conducting maintenance, the Company shall give the Customer a prior notice to that effect by a method which the Company deems as appropriate; provided, however, that this prior notice shall not be required when maintenance is conducted in emergency situations.

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Article 7 (Amendment to Regulations)

The Company may make amendment to these Regulations. Any amendment to these Regulations shall be subject to the procedure for making amendment to the Covenants.

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Exhibit C

Regulations Concerning Protection of Personal Information

Article 1 (Relationship with the Covenants)

These Regulations shall constitute an integral part of the Covenants, and matters not provided for in these Regulations shall all be subject to the Covenants.

Article 2 (Prohibition of Use for Unintended Purpose)

The Company shall use personal information (the Act on the Protection of Personal Information; the Act No. 57 of May 30, 2003) disclosed by the Customer only for the purpose of performing the Service and shall not use the same for any other purpose whatsoever.

Article 3 (Confidentiality)

The Company shall, for whatever reason, not disclose, provide or divulge any personal information to any third party including the person related to said personal information.

Article 4 (Management)

The Company shall manage personal information in a strict manner by paying attention to confidentiality of personal information so that such personal information may not be stolen, lost, destroyed, damaged or leaked.

Article 5 (Prohibition of Transfer)

The Company shall not transfer or take out to places other than the place of performance of its business any media in which personal information is recorded, except as instructed or approved by the Customer.

Article 6 (Supervisor)

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The Company shall assign a supervisor in charge of personal information and cause the supervisor to manage personal information.

Article 7 (Management of Supervisor, etc.)

The Company shall restrict the number of supervisors in charge of personal information and personnel handling personal information, and conduct appropriate management of such supervisors and personnel at the time of their employment, retirement or transfer.

Article 8 (Restriction on Access)

The Company shall maintain and improve relevant devices and systems to ensure security of personal information, and shall conduct management so that only authorized personnel in charge can access personal information.

Article 9 (Prohibition of Making Copies)

The Company shall not make copies, changes or erasure of personal information disclosed by the disclosing party, without the prior written consent of the disclosing party.

Article 10 (Request from Person Related to Personal Information)

When the Company is requested to disclose, modify, discontinue using or erase personal information by the person related to said personal information, or when the Company receives a complaint about handling of personal information from the person related to said personal information, the Company shall immediately notify the Customer of such request or complaint and shall follow instructions given by the Customer.

Article 11 (Reporting)

The Company shall, at the request of the Customer, report to the Customer about the situation of management of personal information when necessary.

Article 12 (Return, etc.)

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The Company shall, upon termination of the Service or at the request of the Customer, return to the Customer all personal information received from the Customer and copies thereof (including media in which personal information is recorded); provided, however, that if such personal information and copies thereof are not in returnable condition, the Company may destroy or erase them in a safe manner in accordance with instructions given by the disclosing party.

Article 13 (Action Taken for Leakage, etc)

Upon occurrence of destruction, loss, leakage, or an accident in the course of handling, use, storage, protection or management of personal information, the Company shall promptly notify the Customer of said fact and follow instructions given by the Customer.

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Exhibit D

Regulations Concerning Procedure for Making Applications to Registries, Registrars and Issuers of Digital Certificate

Article 1 (Relationship with the Covenants)

These Regulations constitute an integral part of the Covenants, and matters not provided for in these Regulations shall all be subject to and governed by the Covenants.

Article 2 (Taking Procedure for Application for IP Address, Domain Name or Digital Certificate on Behalf of Customer)

1. The Company shall, at the request of the Customer and in accordance with the regulations separately stipulated by the Company, take the procedure for making applications on behalf of the Customer to registries, registrars and issuers of digital certificates for assignment or return of IP address used in the Service; assignment, change or discontinuation of domain name; addition to or removal from the connection database and change of domain name; and issuance, return, etc. of digital certificates.
2. In the case of the preceding Paragraph, the Customer agrees that the Company makes subrogated performance for registries, registrars and issuers of digital certificates.

Article 3 (Provision of Information in Taking Procedure for Application for IP Address or Domain Name)

1. The Customer shall acknowledge and agree to the provisions of registration regulations, information handling regulations, etc. stipulated by each of registries, registrars and issuers of digital certificates before requesting the Company to take the application procedure.
2. The Customer hereby agrees that the Company provides to each of registries, registrars and issuers of digital certificates, of information provided by the Customer to the Company, information necessary for taking the application procedure to such registries, registrars and issuers of digital certificates (including

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personal information).

Article 4 (Procedure for Renewal of Information Provided)

1. When there is a change in information of the Customer provided by the Company to each of registries, registrars and issuers of digital certificates, the Customer shall request the Company to take the procedure for making an application to such registries, registrars and issuers of digital certificates for amendment, removal, etc. of such information (hereinafter referred to as “Renewal Procedure”).
2. When the Company is requested to take the Renewal Procedure by the Customer under the preceding Paragraph, the Company shall promptly carry out the Renewal Procedure for each of registries, registrars and issuers of digital certificates, and upon completion of such Renewal Procedure, notify the Customer to that effect.

Article 5 (Exemption from Responsibility)

Even if the Company has failed to obtain IP address, domain name or a digital certificate for the Customer under the regulations or in the judgment of registries, registrars and issuers of digital certificates, the Company shall not assume any liability for damages incurred by the Customer thereby.