IDC Frontier Inc.

Individual Regulations concerning Hosting Trial Services

Article 1. (Status of Regulations)

- 1. Pursuant to these "Individual Regulations concerning Hosting Trial Services" (hereinafter referred to as the "Regulations"), IDC Frontier Inc. (hereinafter referred to as the "Company") provides its hosting trial services (hereinafter referred to as the "Trial Services") to the Customer.
- 2. The Regulations constitute Individual Regulations as defined in the "The Hosting Services Contract Covenants" (hereinafter referred to as the "Basic Covenants"), and the Regulations shall take precedence over the Basic Covenants.
- 3. Unless otherwise set forth in the Regulations, all terms used herein shall have the respective meanings set forth in the Basic Covenants.
- 4. The clauses of the Basic Covenants shall apply to any matters not provided for herein unless such application is expressly excluded herein.

Article 2. (Alteration of Regulations)

- 1. The Company may alter the contents of the Regulations.
- 2. In the event that any alteration is made pursuant to the preceding Paragraph, the Company shall notify the Customer of the contents of the Regulations so altered without delay.

Article 3. (Terms)

For the purpose of the Regulations, the terms mentioned below shall have the meanings set forth below under the respective Items:

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- (1) The "Trial Site" refers to the webpage that the Company discloses to the Customer to receive the Trial Services:
- (2) The "Trial Services" refers to the Services offered by the Company for trial or verification purposes which are so offered pursuant to the Service Scope Statement.
- (3) The "Trial Contract" refers to the agreement concerning the use of the Trail Services to be entered into by and between the Customer and the Company in order for the Customer to receive the Trial Services pursuant to the Regulations.

Article 4. (Application for Trial Contract)

- 1. The application by the Customer for the Trial Contract shall be made through the Trial Site.
- 2. When making the application set forth in the preceding Paragraph, the Customer shall fill in, without omitting anything, all items to be declared on the application form available on the Trial Site, and perform the sending operation after confirming the declared items pursuant to the procedure indicated on the screen.
- 3. In order to apply for the Trial Contract, it is necessary that the Customer has concluded in advance the Membership Contract with the Company based on the Terms and Conditions of the Membership prescribed by the Company.
- 4. In addition to the preceding Paragraph, there are certain limitations or restrictions as regards the classification, type or supply conditions, etc. of the Trial Services available to the Customer. The Customer shall apply for the Trial Contract only after confirming the existence of such limitations or restrictions or the contents thereof.
- 5. At the time of applying for the Trial Contract, the Customer shall confirm the contents of the Regulations as well as the Basic Covenants, and any such application, if actually submitted, shall be considered to constitute the Customer's

acceptance of the contents of the Regulations and the Basic Covenants.

Article 5. (Conclusion of Trial Contract)

- 1. The Trial Contract shall be concluded upon the Company accepting the application by the Customer pursuant to the preceding Article.
- 2. The Trial Contract shall be concluded for each unit of contract stipulated in the Service Specifications (as defined in Article 2 (Definition) of the Regulations concerning Service Levels; hereinafter the same).
- 3. If there are any special agreements separately made to the Trial Contract, such agreements shall take precedence.
- 4. Notwithstanding the preceding Paragraphs and any other clauses of the Regulations, the Company may refuse to accept the Customer's application to conclude the Trial Contract if the Customer comes 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 legal capacity to definitively submit the application for the Trial 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 Trial Services pursuant to the Customer's application due to technical or other reasons;
 - (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 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 concerning the Trial 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) of the Basic Covenants;
- (7) The Customer uses, or has the possibility to use, the Trial Services in a manner that is illegal or is clearly against the public order and morals;
- (8) The Customer has the possibility to use the Trial Services in a manner that will impair the reputation of the Company or a third party;
- (9) The Customer has the possibility to use the Trial Services in a manner that will cause disturbance to the other users of the Trial Services;
- (10) The Company believes that the Customer has the possibility to use the Trial Services in relation to a high-risk business that may endanger human life;
- (11) A Trial Contract or a contract for any other services provided by the Company with the Customer has been terminated by the Company in the past, or the provision of the Trial Services or any other services provided by the Company has been suspended; or
- (12) In addition to the foregoing Items, the Company believes that the Trial Services cannot be provided on a continuous basis in response to the Customer's application.

Article 6. (Contents of Trial Services)

The classification, type, or supply conditions etc. of the Trial Services and the limitations or restrictions thereof shall be set forth in the Basic Covenants, the Regulations and the Service Specifications as well as the Service Scope Statement.

Article 7. (Conditions of Use of Trial Services)

1. In addition to the Customer, the Customer may cause the officers and employees (including irregular employees such as the contract

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employees, temporary staffers and part-timers; hereinafter collectively referred to as the "Employees, etc.") to use the Trial Services.

- 2. The Customer shall be obliged to manage the software, etc. of the facilities for the Services with due care of a prudent manager.
- 3. The Company may collect data, including data concerning the situation of the Customer's use of the Trial Services, or request the Customer to provide such data to the Company.
- 4. The Company shall not be obliged to provide or report to the Customer the data provided to or collected by the Company under the preceding Paragraph.
- 5. The Company shall not give any quality guarantee with respect to the availability, credibility, restoration from failure, security or any other service level of the Trial Services.
- 6. The Company shall not give any guarantee with respect to completeness, accuracy, stability, usability, fitness for a particular purpose or any other aspect of the Trial Services or the facilities for the Services.
- 7. In addition to the preceding Paragraphs, the conditions of use of the Trial Services shall be subject to the Basic Covenants, the Service Specifications and the Service Scope Statement.

Article 8. (Period of Use)

The period of use of the Trail Services shall be as set forth in the Service Scope Statement.

- Article 9. (Termination of Trial Contract and Declaration of Intent to Conclude the Service Contract)
- 1. The Trial Agreement shall terminate simultaneous with the expiration of

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the period of use of the Trial Services.

- 2. The Service Contract shall be concluded between the Customer and the Company if the Customer declares its intention to conclude the Service Contract at the time of termination of the Trial Contract.
- 3. The Customer's intention to conclude the contract under the preceding Paragraph shall be deemed declared when the service fees are set by the Customer on the Trial Site.

Article 10. (Cancelation of Trial Contract)

The provisions of Articles 12 and 13 of the Basic Covenants shall apply *mutatis mutandis* to the cancelation of the Trial Contract.

Article 11. (Deletion of Data, etc.; Handling of Data, etc. upon Termination of Contract)

- 1. In the event that the data, etc. recorded or accumulated within the data area of the facilities for the Services, etc. exceed the standard capacity prescribed by the Company, or relates to any of the acts set forth in Paragraph 1 of Article 6 (Prohibited Matters), or comes under Paragraph 4 or 5 of the said Article of the Regulations on Use of Services, attached to the Basic Covenants, the Company may delete the data, etc. actually recorded or accumulated, or suspend transmission, receipt or recording of the data, etc. without giving notice to or obtaining consent from the Customer.
- 2. The Company shall not be held liable for compensation or assume any other responsibility whatsoever in relation to the deletion of the data, etc. or the suspension of the transmission, receipt or recording of the data, etc. under the preceding Paragraph.
- 3. In the event that the Trial Contract terminates upon expiry of the term pursuant to Paragraph 1 of Article 8 or is cancelled pursuant to the

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preceding Article, the Company shall delete the data, etc. recorded or accumulated within the data area of the facilities, etc. for the Services, unless the Service Agreement is concluded based upon Paragraph 2 of Article 8.

4. The Company shall assume no responsibility whatsoever in regard of the direct and indirect losses or damages, etc. incurred by the Customer under the preceding Paragraph.

Article 12. (Damages)

The Customer shall be required to compensate for any damages incurred by the Company or a third party as a result of the Customer's violation of the Trial Agreement.

Article 13. (Exemption from Responsibility)

- 1. The Company shall not assume responsibility for damages in any way with respect to damage that may be incurred by the Customer, etc. due to any of the causes set forth below, regardless of the ground of such claim being failure to perform obligations, tort or any other cause under law:
 - (1) Any damage caused by a trouble, defect, bug, etc. concerning the software, etc. making up the Trial Services;
 - (2) Any damage caused by divulgence, destruction or loss of the data, etc. managed or stored by the Customer in conjunction with the Customer's use of the Trial Services;
 - (3) Any damage caused by the divulgence, damage or loss of data, etc. attributable to the Customer's use of software, etc. with security risk for the Trial Services, or to the Customer's facilities;
 - (4) Any damage caused by an Act of God, civil commotion, riot or any

other force majeure;

- (5) Any damage attributable to a failure of the Customer to comply with the procedures or security measures, etc. prescribed by the Company;
- (6) Loss or any other accidental incident occurring during the course of transporting the deliverables caused by circumstances not attributable to the Company;
- (7) Any damage caused by the failure of the Customer's facilities or trouble in the Internet connection service en route to the facilities for the Services, etc. or any other failure in the Customer's connection environment;
- (8) Any damage caused by the facilities for the Services, etc. becoming infected by a computer virus against which type the anti-virus software introduced by the Company does not provide protection;
- (9) Any damage caused by an unauthorized access or attack to the facilities for the Services, etc. or interception during the course of communication by a third party that cannot be defended even with due care of a prudent manager;
- (10) Any damage caused by software, etc. of the facilities, etc. for the Services that have not been created or produced by the Company;
- (11) Any damage caused by hardware, etc. of the facilities, etc. for the Services that are not manufactured by the Company;
- (12) Any damage attributable to a trouble arising in the telecommunications services provided by a telecommunications carrier other than the Company;
- (13) Any damage caused by a compulsory disposition under Article 218

(Seizure, Search or Inspection upon Warrant) of the Code of Criminal Procedure or under the provisions of the Act on Wiretapping for Criminal Investigation or a compulsory disposition based upon a court order or statute; or

- (14) Any other damage caused by a reason not attributable to the Company.
- 2. In addition to the preceding Paragraph, the Company shall not assume any responsibility for damages in any way with respect to damage that the Company caused to the Customer in relation to the Trial Contract, regardless of the ground of such claim being failure to perform obligations, tort or any other cause under law.
- 3. The Company shall not assume any responsibility for damages in any way with respect to damage arising from a cause not attributable to the Company, damage arising from extraordinary circumstances, whether or not foreseen by the Company, damage due to destruction or loss of data, etc., damage arising from using the Trial Services for medical or other business related to human life or human body, etc. or loss of income of the Customer.
- 4. The Company shall not assume any responsibility for damages in any way with respect to any trouble or conflict, etc. that may arise between the Company and the Employee, etc. as a result of the use of the Trial Services by the Customer, etc.
- 5. The Company shall not assume any responsibility for damages in any way with respect to damage incurred by an Employee, etc. in relation to the Trail Services.

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Formulated on August 25, 2011

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