

TERMS AND CONDITIONS FOR USE OF GLOBAL IP NETWORK SERVICES

CHAPTER 1 GENERAL PROVISIONS

1. APPLICATION OF GENERAL TERMS AND CONDITIONS

- 1.1 NTT Communications Corporation (“**NTT Com**”) provides Global IP Network Services (“**Service**”) pursuant to these Terms and Conditions for use of Global IP Network Services (“**Terms and Conditions**”), Constitution of the ITU (Convention No. 2 of 1995), Convention of the ITU (Convention No. 3 of 1995), International Telecommunications Regulations (The Ministry of Posts and Telecommunications Announcement No. 408 of 1990), Telecommunications Business Law (Law No. 86 of 1974, hereinafter referred to as the “**Law**”), and other laws and regulations.
- 1.2 Customer shall comply with these Terms and Conditions.
- 1.3 These Terms and Conditions shall specify all the terms of a legal agreement between Customer and NTT Com relating the Services.
- 1.4 Any document that NTT Com notifies Customer for the purpose of the smooth operation of the Service from time to time shall be treated as a part of these Terms and Conditions.

2. AMENDMENT OF TERMS AND CONDITIONS

- 2.1 NTT Com may amend these Terms and Conditions from time to time. In that event, NTT Com shall provide Services and Customer shall use and pay for Services subject to the General Terms and Conditions as amended.
- 2.2 The amendment of these Terms and Conditions shall be effective upon their posting on NTT Com’s website or when such amendment is notified to Customer as separately specified by NTT Com.

3. PUBLICATION OF GENERAL TERMS AND CONDITIONS

- 3.1 NTT Com shall announce these Terms and Conditions by posting on its website, (<http://www.ntt.net/english/library/pdf/terms.pdf>) or as separately specified by NTT Com.

4. DEFINITIONS OF TERMS

- 4.1 In these Terms and Conditions, the following terms and phrases shall have the following meanings.

“**Access Code**” means any access code and password that may be allocated by NTT Com in order to allow Customer to use Service.

“**Access Line**” means Telecommunications Facilities of NTT Com or other person installed between the terminal of Customer-specified Circuit and the location designated by Customer in order to use Service.

“**Additional Service**” means any Service to be provided only by combining with other Service.

“**Autonomous Terminal Equipment**” means Terminal Equipment installed by a person other than NTT Com.

“**Autonomous Telecommunications Facilities**” means Telecommunications Facilities other than Terminal Equipment, installed by a person other than NTT Com.

“Cache Server” means content deliver servers which NTT Com and its subsidiaries place on the Global IP Network or any network specified by NTT Com.

“Charges” means all fees and charges payable by Customer to NTT Com including usage charges for Service (**“Usage Charge”**) and installation fees relating to Service (**“Installation Fee”**) as specified in Service Order.

“Consumption Tax Equivalent Amount” means the amount of consumption tax levied under the Consumption Tax Law (Law No. 108 of 1988) and related laws and regulations together with the amount of local consumption taxes levied under the Local Tax Law (Law No.226 of 1950) and related laws and regulations.

“Customer” means an entity that has a Global IP Network Service Agreement with NTT Com.

“Customer-specified Circuit” means telecommunications circuits set up between a switching equipment installed in NTT Com’s node and the locations designated by NTT Com within the same premises, in accordance with this Agreement.

“Customer Port” means Telecommunications Facilities installed by NTT Com for the purpose of accommodating Access Line and/or Customer-specified Circuits connecting with In-House Cable.

“Equipment” means any communication devices, such as terminal devices for telecommunications and other equipment attached thereto that are the subject of maintenance under the Service Conditions for Colocation Service.

“Fixed Charge” means a type of Usage Charge fixed according to the type and bandwidth of Service.

“Force Majeure Event” means any event beyond NTT Com’s reasonable control, including, without limitation, acts of God, fire, flood, storm, war, strike, lock-out, labor dispute, government regulation, accident, software failure or/and breakdown of machinery.

“FQDN” is an abbreviation of Fully Qualified Domain Name, means the address name of a computer, which consists of a host and domain name, including top-level domain. For example, www.ntt.com is a fully qualified domain name.

“Global DNS” means a function to distribute accesses from end users to the nearest cache server on NTT Com Global IP Network.

“Global IP Network” means telecommunications circuit equipment for carrying out transmission and exchange of signals using internet protocols with the principal objective of connection to the Internet (which herein refers to transmission routing equipment which connects the transmitting location and the receiving location, together with switching equipment incorporated therein and attached equipment).

“Global IP Network Service” means Telecommunications Services using Global IP Network.

“Global IP Network Service Agreement” means an agreement for the provision of Global IP Network Service from NTT Com.

“In-House Cable” means Telecommunications Facilities of NTT Com installed between the terminal of Customer-specified Circuit and the location designated by Customer within the same premises, in order to use Services.

“Origin Server” means web servers which Customer places on the Internet.

“Party” means Customer, on the one hand, and NTT Com, on the other hand.

“Parties” means Customer and NTT Com collectively.

“POP” is an abbreviation of point-of presence, which is an access point connecting the Customer’s network to NTT Com’s Global IP Network.

“**Service Condition**” means any documentation which describes a specific type of Service to be provided hereunder and/or contains additional terms applicable to such Service and is a part of these Terms and Conditions as exhibit.

“**Service Order**” means NTT Com documents by which a Service may be ordered from NTT Com, describing Charges and other matters relating to Service.

“**Service Start Date**” means the date notified by NTT Com as the day to start the Service in the relevant acceptance form.

“**Telecommunications Facilities**” means machines, equipment, wires and cables or other electrical facilities for the operation of telecommunications.

“**Telecommunications Services**” means intermediating communications of others through the use of Telecommunications Facilities, or any other acts of providing Telecommunications Facilities for the use of communications of others.

“**Terminal Equipment**” means Telecommunications Facilities connected to telecommunications circuit equipment, of which all portions are installed within the same premises (including being within the same zone equivalent to premises) or the same building.

“**Technical Standards**” means Regulations for Telecommunications Facilities for Telecommunications Business (The Ministry of Posts and Telecommunications Ordinance No. 30 of 1985), Terminal Equipment Regulation (The Ministry of Posts and Telecommunications Ordinance No. 31 of 1985), Technical Conditions for Connecting Terminal Equipment specified by NTT Com (hereinafter referred to as “**Technical Conditions**”), and any other technical conditions specified between NTT Com and Customer.

“**Variable Charge**” means a type of Usage Charge determined according to the type and bandwidth of Service, and traffic volume to have been used for each month.

5. RESTRICTIONS ON OPERATIONS IN FOREIGN COUNTRIES

The operation of Service may be restricted by foreign law or regulations, contractual standard terms and conditions prescribed by foreign telecommunications carriers.

6. SERVICE CESSATION

Customer acknowledges and agrees that NTT Com has the sole discretion to determine that it ceases to provide a part of or a whole Service with prior written notice to Customer. In that case, NTT Com has no responsibility or liability for the result of such withdrawal.

7. TYPES OF SERVICES

Global IP Network Service consists of the following types.

- (1) Transit Service
- (2) *deleted*
- (3) *deleted*
- (4) *deleted*
- (5) Global Virtual Link

CHAPTER 2 AGREEMENT

8. UNIT IN MAKING THE AGREEMENT

NTT Com shall enter into one Global IP Network Service Agreement for each contract unit prescribed in the Service Condition. There shall be only one Customer per agreement.

9. TERMINATION OF CUSTOMER-SPECIFIED CIRCUIT

NTT Com shall install a demarcation board in its node or its specified node to terminate the Customer-specified Circuit.

10. PROCEDURES FOR SUBSCRIPTION FOR AGREEMENT

Customer shall submit a Service Order and other documents designated by NTT Com to specify the conditions of agreement, containing all required items to NTT Com. NTT Com will deliver and Customer will accept and pay for the Services in accordance with these Terms and Conditions.

11. ACCEPTANCE OF SUBSCRIPTION FOR AGREEMENT

11.1 Upon receipt of a Service Order signed by Customer, NTT Com shall accept such Service Order in order of receipt by notifying Customer of its acceptance by the acceptance form signed by NTT Com. Global IP Network Service Agreement shall become effective and binding on Customer and NTT Com on the date stated on such acceptance form.

11.2 When a Service Order is to be accepted, NTT Com shall consult with Customer to determine the requested service start date stated in the Service Order.

11.3 Notwithstanding Section 11.1 and 11.2, NTT Com may reject a Service Order in cases falling under any of the following:

- (1) NTT Com deems from technical standpoint that it is extremely difficult to install or maintain sufficient Telecommunications Facilities to provide Service,
- (2) Customer failed or is likely to fail to pay the Charges,
- (3) Service has been suspended or terminated due to Customer's failure in accordance with Section 23.
- (4) Any of the contents of Service Order that Customer submitted is not true,
- (5) There are other obstacles to the performance of NTT Com's business.

12. CHANGE OF SERVICE ORDERS

12.1 When Customer wishes to change the content of Service Order, including but not limited to change of service plan and application, change and termination of Additional Services, it shall complete and submit a Service Order designated by NTT Com to NTT Com.

12.2 Upon receipt of a Service Order from Customer, NTT Com shall handle such Service Order in accordance with Section 11.

12.3 In case that NTT Com accepts a Service Order, Customer shall pay the Charge specified in that Service Order.

12.4 Customer shall pay for the Service provided under the Service Order as changed from the Service Start Date of the relevant Service or on any date separately specified by NTT Com.

13. CHANGE OF CUSTOMER PORT

- 13.1 If Customer requests a change of the location of the terminal of the Access Line or In-House Cable stated in a Service Order, Customer shall give notification of such change to NTT Com.
- 13.2 Upon receipt of such notification, NTT Com shall, if necessary, work for the accommodation of the Customer Port for the new Access Line or In-House Cable subject to the payment of Installation Fee relating to such change and Consumption Tax Equivalent Amount by Customer; provided, however, that NTT Com is not required to provide such service in cases falling under any of the circumstances specified in Section 11.3. If Customer becomes unable to use Service as a result of preceding sentence, NTT Com shall notify such facts to Customer.

14. NOTIFICATION OF CHANGES IN CUSTOMER INFORMATION

- 14.1 Customer shall promptly notify NTT Com if there is any change in the information specified in the Service Order such as its name or address.
- 14.2 In such case, NTT Com may request Customer to submit documents prescribing any facts evidencing such changes.
- 14.3 NTT Com has no liability or responsibility for the damages suffered from by Customer because of Customer's failure to notify NTT Com the change of information in the Service Order.

15. CONNECTION OF ACCESS LINE OR IN-HOUSE CABLE

Customer shall submit to NTT Com a designated order form specifying types, bandwidth, and other required items with regard to Access Line or In-House Cable connected for the purpose of using Service. NTT Com shall accept such order except that the requested connection is restricted by certain terms and conditions with regard to such Access Line or In-House Cable issued by NTT Com or other telecommunications carriers. Customer shall acknowledge that NTT Com shall not be liable if the quality of Service is affected due to the quality of connected Access Line or In-House Cable.

16. ASSIGNMENT

Customer shall not transfer or assign to any third party any Global IP Network Service Agreement or any part thereof, or any of its rights or obligations hereunder without the prior written consent from NTT Com.

17. SUCCESSION

- 17.1 In the event of a succession of Customer status as a result of inheritance, merger, or the division of corporations, the successor, surviving corporation, or the corporation established by the merger or the division is required to provide notification thereof to NTT Com, together with the form designated by NTT Com and documentation evidencing such succession.
- 17.2 If there are multiple successors of the Customer status, Customer shall choose and notify one of them to act as a representative to NTT Com. Customer shall notify NTT Com and until such notification, NTT Com may regard one of such successors as a representative for the purpose of this Section. Customer shall notify NTT Com if such representative has been changed.

18. MINIMUM SERVICE PERIOD, TERM

- 18.1 Customer shall acquire and pay for Services, provided under any Global IP Network Service Agreement for the minimum service period prescribed in the Service Condition ("**Minimum Service Period**").
- 18.2 If any Service Order is changed in accordance with Section 12, the Minimum Service Period or the Term shall restart from the Service Start Date of the Service after the change.

- 18.3 If Customer terminates a Global IP Network Service Agreement at any time during the Minimum Service Period, Customer shall pay to NTT Com by the payment date designated by NTT Com (1) with regard to Fixed Charge, the amount of the Usage Charges for the remainder of the Minimum Usage Period or the Term, and (2) with regard to Variable Charge, the amount of Usage Charges calculated based on the minimum commitment bandwidth set out in the Service Order or the amount equivalent to the basic charge for the remainder of the Minimum Service Period or Term ; provided, however, foregoing sentence of this Section 18.4 shall not apply if a new Global IP Network Service Agreement is entered between NTT Com and Customer and the Usage Charges of the Service provided under such agreement is equal to or higher than the Usage Charges for the existing Service.
- 18.4 If Customer changes any Service Order in accordance with Section 12 at any time during the Minimum Service Period, Customer shall pay to NTT Com by the payment date designated by NTT Com (1) with regard to Fixed Charge, the reduced amount of the Usage Charge for the remainder of the Minimum Service Period or the Term, and (2) with regard to Variable Charge, the reduced amount of Usages Charges calculated based on the minimum commitment bandwidth set out in the Service Order or the amount equivalent to the basic charge for the remainder of the Minimum Service Period or the Term.
- 18.5 If Customer stops the use of Additional Service at any time during the Minimum Service Period for such Additional Service, Customer shall pay the Usage Charge for such Additional Service for the remainder of the Minimum Service Period or the Term by the payment date designated by NTT Com.

19. TERMINATION OF GLOBAL IP NETWORK SERVICE AGREEMENT BY CUSTOMER

Customer has the right to terminate the Global IP Network Service Agreement by giving NTT Com a written notice not less than thirty (30) days prior to the date of termination.

20. TERMINATION OF GLOBAL IP NETWORK SERVICE AGREEMENT BY NTT COM

- 20.1 NTT Com, in its sole discretion, may terminate this Global IP Network Service Agreement by a written notice to Customer, without incurring any liability to the Customer, if
- (1) Customer, to whom the provision of Service has been suspended pursuant to Section 23, fails to rectify the situation giving rise to such suspension. Notwithstanding the foregoing, if NTT Com deems that the relevant situation constitutes a highly serious obstacle to the performance of NTT Com's business, NTT Com may immediately terminate this Global IP Network Service Agreement without suspending Service;
 - (2) Customer notifies, or NTT Com becomes aware of the termination or suspension of the Access Line related to Service, except that Customer enters into another agreement for an Access Line immediately upon such termination, and Customer notifies NTT Com of its intention to continue this Global IP Network Service Agreement;
 - (3) NTT Com deems that it is technically difficult to provide the Service or it would cause serious obstacles to the performance of NTT Com's business to provide the Service.

21. ADDITIONAL SERVICE

- 21.1 At the request of Customer, NTT Com shall provide Additional Service prescribed in the Service Conditions except if: (1) NTT Com deems from technical standpoint that it is extremely difficult to install or maintain sufficient Telecommunications Facilities to provide Service, (2) Customer who requests Additional Service has failed or is likely to fail to pay the Charges for the Additional Service, (3) Service has been suspended or terminated due to Customer's failure in accordance with Section 23, (4) any of the contents of Service Order that Customer submitted is not true, or (5) there are other serious obstacles to the performance of NTT Com's business.
- 21.2 Upon receipt of a request for any Additional Service, NTT Com shall handle such request in accordance with Section 11.

CHAPTER 3 DISCONTINUANCE AND SUSPENSION OF SERVICES

22. DISCONTINUANCE

- 22.1 NTT Com, in its sole discretion, may discontinue Service during: (1) unavoidable maintenance or installation of NTT Com's Telecommunications Facilities, (2) NTT Com's planned maintenance work, or (3) the event prescribed in Section 24 (Limitations on Communications).
- 22.2 NTT Com shall make prior notice to Customer with regard to discontinuance of Service in accordance with this Section 22.1 except when NTT Com deems that such discontinuance of Service is urgently necessary and unavoidable.

23. SUSPENSION

- 23.1 NTT Com, in its sole discretion, may suspend all or any part of Service during the period specified by NTT Com but less than six (6) month, or in case of default of Charges or other payment obligations by Customer, until the payment of such Charges or performance of such payment obligations, if
- (1) Customer fails to make a payment of Charges for Service or other payment obligations including those relating to Access Line provided by NTT Com, as they become due;
 - (2) Customer breaches its obligations set forth in Section 42;
 - (3) Customer connects Customer-specified Circuit, without NTT Com's consent, to any Autonomous Terminal Equipment, Autonomous Telecommunications Facilities, Telecommunications Circuit installed by any telecommunications carriers other than NTT Com, or Telecommunications Circuit related to Telecommunications Services provided by NTT Com;
 - (4) Customer refused inspection by NTT Com, or refused to disconnect Autonomous Terminal Equipment or Autonomous Telecommunications Facilities that has been found, as a result of inspection, incompliance with Technical Standards, from Customer-specified Circuit, in the event that Customer-specified Circuit connected to Autonomous Terminal Equipment or Autonomous Telecommunications Facilities had been experiencing trouble or considered to be causing obstruction to the provision of smooth Telecommunications Services; or
 - (5) Customer breaches this Global IP Network Service Agreement, and has caused or is likely to cause a significant interference to NTT Com's performance of its business or Telecommunications Facilities with regard to Service.
- 23.2 NTT Com shall give a prior notice to Customer of suspension of Services under Section 23.1. Provided, however, that this shall not apply in case of unavoidable emergency.

24. LIMITATIONS ON COMMUNICATIONS

- 24.1 If natural disasters, disturbances, or other emergency situations have occurred or are likely to occur, NTT Com may suspend communications by any Customer except for organizations specified in the Chart 1 below, in order to give priority to communications necessary for preventing disasters, rescuing people or mitigating damage, securing transportation, communication and/or electricity supply, or for maintaining order or urgently required for the public interest.

Chart 1.

Organizations
- Meteorological Organizations - Flood prevention organizations - Fire defense organizations - Disaster relief organizations - Police organizations (including coast guard organizations) - Defense organizations - Organizations directly providing or responsible for securing transportation or communications

- Organizations directly providing or responsible for securing the electricity, gas, or water supply
- Election administration organizations
- Newspaper companies, broadcaster, and news agencies
- Financial organizations offering deposit or saving services
- Organizations of national or local public bodies

24.2 Customer shall acknowledge that communication may not be received by or transmitted to its destination in case that such communication have become extremely congested or have gone through switching equipment beyond the number set up by a sender of such communication in advance.

24.3 NTT Com may suspend or restrict all or a part of the Services in order for NTT Com to protect the Equipment of NTT Com from acts of unauthorized computer access.

25. ORDER OF REPAIRS

Customer shall acknowledge that if NTT Com reasonably believes that NTT Com cannot repair or restore all Telecommunications Facilities installed by NTT Com which has been broken down, lost, or damaged, NTT Com may repair or restore such Telecommunications Facilities in order prescribed in the following Chart 2, to secure the communications which should be given priority under Section 24.1.

Chart 2.

Order	Telecommunications Facilities to be repaired or restored
1	The Telecommunications Facilities relating to the agreements with meteorological organizations, flood prevention organizations, fire defense organizations, disaster relief organizations, police organizations (including coast guard organizations), defense organizations, organizations directly providing or responsible for securing transportation or communications, or organizations directly providing or responsible for securing electricity supply
2	The Telecommunications Facilities relating to the agreements with organizations directly providing or securing gas or water supply, election administration organizations, Newspaper Companies, Broadcaster, and News Agencies, financial organizations offering deposit or saving services, or organizations of national or local public bodies
3	The Telecommunications Facilities relating to the agreements with organizations not listed in order 1 or 2 above.

CHAPTER 4 CHARGES

26. CHARGES

Customer shall pay the Charges specified in the Service Order for the Services provided by NTT Com in accordance with these Terms and Conditions.

27. PAYMENT OF USAGE CHARGES

27.1 Customer shall pay NTT Com the Usage Charges specified in the Service Order pursuant to these Terms and Conditions during the billing period from the Service Start Date until the day preceding the date of termination of the Service (“**Billing Period**”). For the avoidance of doubt, the Billing Period shall be one (1) day in case of Section 28.1 (3). If Customer does not start using Service at the Service Start Date, Customer shall be deemed to have started using Service on the Service Start Date.

27.2 Customer shall pay the Usage Charges by the end of the subsequent month of using Service or as otherwise set out in the invoice, by such method as may be notified to Customer by NTT Com. Payment of the Usage Charges shall be made in the order in which they fall due, monthly in arrears

and in the currency specified in the applicable Service Order. Customer shall pay cost relating to payment including, but not limited to, bank transaction fee.

27.3 Customer shall not have the right to set off, deduct, or request refund from any amount owed by Customer to NTT Com against any amount owed by NTT Com to Customer.

27.4 The Customer's obligations to pay the Usage Charges shall be as follows in the event that Services can not be used by Customer during the Billing Period due to the discontinuance or suspension of Services, etc.

(1) Customer shall pay the Usage Charges if Service is suspended in accordance with Section 22 and 23.

(2) Without prejudice to the preceding item (1), Customer shall pay the Usage Charges for the period when Service cannot be used except following cases:

Case	Usage Charges not required to be paid
(1) For cause not attributable to the Customer, Service is completely unusable (including cases where all communications with regard to Service are so severely obstructed that Service is virtually unusable) and such condition continues for one (1) hour or more from the time NTT Com becomes aware of it (excluding cases described in (2) of this chart).	The Usage Charges for Service for the period during which such Service can not be used after the time when NTT Com becomes aware of it (limited to whole hour periods).
(2) Service becomes unavailable as a result of a change in the Customer Port (excluding the case that Customer reserves the Customer Port but Service is not used for reasons attributable to Customer).	The Usage Charge of the Service for the period from the date on which Service can not be used until the date preceding the date when Service becomes available.

27.5 Notwithstanding the foregoing Section 27.4, payment of Charges shall be handled in accordance with the Service Level Agreement (“SLA”) if SLA is separately prescribed.

27.6 NTT Com shall refund the amount of Usage Charges already paid by Customer if such Usage Charges are not required to be paid in accordance with Section 27.4 (2).

27.7 For the cases in which Usage Charge is not required to be paid as specified in the chart in the foregoing Section 27.4 (2), in the event that the Usage Charge for each contract unit is undefined due to Usage Charge combination of multiple contract units, the combined Usage Charge for Transit Service shall be divided to each contract unit in proportion to contract bandwidth, based on which NTT Com shall calculate the amount of Usage Charge not required to be paid.

28. CALCULATION OF USAGE CHARGES

28.1 NTT Com shall calculate Usage Charges for Service provided pursuant to the Global IP Network Service Agreement for each calendar month. NTT Com shall prorate per diem the applicable monthly Usage Charge for the relevant month based on the number of calendar days Service is provided if:

- (1) Service Start Date for any Service falls on any day other than the first day of any calendar month,
- (2) Service is terminated on any day other than the first day of any calendar month,
- (3) Service Start Date and the termination of the Service fall on the first day of any single calendar month, or
- (4) there occurs a case set forth in Section 27.4 (2).

29. PAYMENT OF INSTALLATION FEES

- 29.1 Customer shall pay NTT Com the Installation Fee set forth in the Service Order if Customer submits a Service Order or makes a request which needs any installation work and NTT Com accepts such Service Order or request. In case that Customer cancels any Service Order or request of installation after NTT Com's acceptance of the Service Order or the request but before the Service Start Date for cause attributable to Customer, Customer shall pay NTT Com the Installation Fee already accrued by NTT Com plus the Consumption Tax Equivalent Amount.
- 29.2 Notwithstanding the foregoing Section 29.1, if the cancellation of a Service Order or request of installation occurs prior to the commencement of the installation work and the Installation Fee has already been paid to NTT Com, NTT Com shall refund the same amount of the paid Installation Fee to Customer.

30. CUSTOMER DEPOSIT

NTT Com may require Customer to provide a deposit under the terms separately prescribed by NTT Com if such Customer does not satisfy the credit standard separately prescribed by NTT Com. Notwithstanding Section 11.3, NTT Com may reject a Service Order if Customer does not provide NTT Com a deposit.

31. ARREARAGE INTEREST

If any of the Charges or any other payments due under this Global IP Network Service Agreement (excluding arrearage interest provided in this Section 31) are not paid by Customer when due, NTT Com reserves the right to charge arrearage interest calculated at an annual rate of 14.5 % on a daily basis from the day following the due date until the day preceding the date of actual payment. Notwithstanding the foregoing, this section shall not apply if payment is made within ten (10) days of the day following the due date.

(Note) The annual rate in this Section 31 shall mean the rate for 365 days even for the term including a leap-year day.

32. EXTRA CHARGE

If Customer evades payment of any Charges, then in addition to the amount evaded, such Customer shall pay as extra charge, twice the amount evaded (not including the Consumption Tax Equivalent Amount) plus, for taxable Service separately specified by NTT Com, the Consumption Tax Equivalent Amount.

33. ADDITIONAL CHARGE

Customer shall pay NTT Com an amount equal to actual cost for any work done by NTT Com which is not specified in the Service Conditions or any document such as work sheet submitted by NTT Com, if such work is required for Service to Customer.

34. HANDLING OF FRACTIONS

In case of any fractions of less than one (1) yen resulting from the calculation of Charges or other calculations, NTT Com shall discard such fractions.

35. PAYMENT OF THE CONSUMPTION TAX EQUIVALENT AMOUNT

35.1 The Charges shall be exclusive of the Consumption Tax Equivalent Amount. Customer shall pay the Consumption Tax Equivalent Amount in addition to any Installation Fee and/or the Usage Charges for the taxable Service separately specified by NTT Com.

35.2 In case any tax rate including, without limitation Consumption Tax rate, is changed due to the amendments of related laws and regulations, Consumption Tax Equivalent Amount shall be calculated by the amended tax rate.

36. TEMPORARY EXEMPTION FROM CHARGES

NTT Com may exempt temporarily the Usage Charges and Installation Fees in cases such as disasters have occurred or are likely to occur.

* NTT Com shall notify Customer of the exemption if any.

CHAPTER 5 LIMITATIONS OF LIABILITY

37. LIMITATIONS OF LIABILITIES

37.1 NTT Com shall bear no responsibility or liability for any damages relating to Services suffered by Customer.

38. DISCLAIMER

38.1 NTT Com shall not be liable for any damage to any land, building or other structure of the Customer suffered in the course of installation, dismantling, repair or restoration of the Service equipment or other Telecommunications Equipment, where such damage was due to unavoidable cause.

38.2 Even where Autonomous Terminal Equipment or Autonomous Telecommunications Equipment needs to be remodelled or changes as a result of the amendment of these Terms and Conditions, NTT Com shall not bear the cost of such remodelling or the like. Provided, however, that if it is necessary to remodel or change Autonomous Terminal Equipment or Autonomous Telecommunications Facilities as a result of the amendment of Technical Standards, NTT Com shall bear the cost to the extent that such cost is limited to the portion of such remodelling or change directly arising from the amendment of Technical Standards.

NTT Com may change the date of installation work or re-conduct such work (“re-installation”) depending on the condition of NTT Com’s Telecommunications Facilities. NTT Com shall not bear the cost of such re-installation unless there has been intent or gross negligence on NTT Com’s part.

CHAPTER 6 MAINTENANCE

39. CUSTOMER’S RESPONSIBILITY FOR MAINTENANCE

Customer shall maintain the Autonomous Terminal Equipment or Autonomous Telecommunications Facilities as the case may be in conformity with the applicable Technical Standards.

40. CUSTOMER’S SCOPE OF RESPONSIBILITY

Customer may request NTT Com for restoration in the event that Service becomes unusable, but only after having confirmed that such problem is not due to breakdown or other problem in the Autonomous Terminal Equipment or Autonomous Telecommunications Facilities. Upon request for restoration by Customer, NTT Com shall carry out testing and report the results thereof to Customer. If, as a result of testing, NTT Com determines that the breakdown is not due to the Telecommunications Facilities installed by NTT Com but due to the Autonomous Terminal Equipment or Autonomous Telecommunications Facilities, Customer shall bear the cost of such testing together with the Consumption Tax Equivalent Amount; except in case that Customer and NTT Com have been entered into maintenance agreements with regard to such Autonomous Terminal Equipment or Autonomous Telecommunications Facilities.

CHAPTER 7 GENERAL

41. LIMITATION ON APPROVALS

NTT Com may reject requests for installation or other requests from Customer if: (1) such installation or other request is difficult to achieve from the technical standpoint, or (2) there would be other obstacles to the performance of NTT Com’s business, such as including but not limited to the extreme difficulty in the provision of maintenance. In such case, NTT Com shall notify Customer of the reason for the rejection.

42. CUSTOMER'S OBLIGATIONS

42.1 Customer shall comply with the following:

- (1) Customer shall not move, remove, alter, dismantle, damage, or connect any filament or other conductor to the Telecommunications Facilities installed by NTT Com under this Global IP Network Service Agreement in case that such conduct is necessary in order to protect Telecommunications Facilities in situations such as natural disaster or disturbance, or for the connection or maintenance of the Autonomous Terminal Equipment or Autonomous Telecommunications Facilities;
- (2) Customer shall not do anything to obstruct transmission and/or switching of telecommunications;
- (3) Customer shall not attach any other equipment or additional objects to the Telecommunications Facilities installed by NTT Com under this Global IP Network Service Agreement, except in cases that NTT Com permits Customer to do so;
- (4) Customer shall safeguard the Telecommunications Facilities installed by NTT Com under this Global IP Network Service Agreement with the due care of a good custodian;
- (5) Customer shall not use Service: (1) for any improper purpose as determined by NTT Com; (2) in any manner which is unauthorized, fraudulent or illegal; or (3) in a manner which constitutes an infringement of intellectual properties or any other rights of any person; and
- (6) Customer shall comply with the then-current version of NTT Com's Acceptable Use Policy ("**AUP**") specified on NTT Com website (<http://www.ntt.net/english/library/pdf/AUP.pdf>), which is incorporated into and made a part of the Global IP Network Service Agreement. NTT Com may revise the AUP from time to time, which revisions shall be effective upon their posting on such website.

42.2 Customer shall be liable to NTT Com for any loss or damage to the Telecommunications Facilities as a result of breach of the foregoing subsections provided in Section 42.1 , and shall pay the amount necessary for replacement, repair or other work on such Telecommunications Facilities by the date designated by NTT Com.

42.3 Customer shall return the Terminal Equipment and other Telecommunications Facilities installed or lent by NTT Com in accordance with this Global IP Network Service Agreement, after restoration of such Terminal or Equipment to its original state at Customer's expense, pursuant to the time and methods prescribed by NTT Com, in the event Customer loses the right to use such Equipment or Facility due to termination of this Global IP Network Service Agreement, cancellation of the whole or any part of this Global IP Network Service Agreement, or for any other reason.

42.4 Customer shall bear the cost to return the Terminal or Equipment mentioned above, in accordance with the condition stipulated under this Global IP Network Service Agreement or in any other applicable agreement, if specified.

42.5 Customer shall pay the amount separately calculated by NTT Com, in case of delay of return of the Terminal or Equipment pursuant to Section 42.3, due to the reason not attributable to NTT Com.

42.6 Customer shall provide support to NTT Com and shall not refuse nor do anything to obstruct, in case NTT Com dismantles or removes the Terminal or Equipment pursuant to Section 42.3.

43. PROVISION OF INSTALLATION PLACE

- 43.1 Customer shall provide a place for the installation of the Customer-specified Circuit and Terminal Equipment on the premises (including an equivalent area) or inside the building where the terminal for Customer-specified Circuit is located; provided, however, that if requested by Customer, NTT Com shall provide a place for Customer-specified Circuit and Terminal Equipment to be installed under separate terms and conditions specified by NTT Com. If Customer wishes to use any special equipment such as conduit to install NTT Com's Telecommunications Facilities in such premises or building, Customer shall prepare such special equipment at Customer's expense.
- 43.2 Customer shall provide the electricity necessary to Terminal Equipment and other Telecommunications Facilities installed by NTT Com in accordance with this Global IP Network Service Agreement.
- 43.3 Customer shall provide the necessary cooperation (including but not limited to accompanying NTT Com) at Customer's expense for installation work by NTT Com on the premises (including an equivalent area) or inside the building where the terminal for Customer-specified Circuit is located in accordance with this Global IP Network Service Agreement.

44. NOTICE BY CUSTOMER

Customer shall promptly notify NTT Com of any change with regard to Access Line, including but not limited to, suspension of usage, assignment of rights to use, or termination or cancellation of the agreement.

45. NOTICE TO CUSTOMER

Any notice including any written notice required to be given by NTT Com to Customer will be deemed validly given if;

- (1) posted on NTT Com's website. In this case, any notice will be deemed to have been served when such notice is posted on the relevant website.
- (2) sent by e-mail or facsimile at e-mail address or facsimile number set out in the Service Order or e-mail address or facsimile number as may be notified from time to time for this purpose. In this case, any notice will be deemed to have been served when such notice is sent by e-mail or facsimile.
- (3) sent by mail through the post (by airmail if sent overseas) at address set out in the Service Order. In this case, any notice will be deemed to have been served when such mail is posted.
- (4) sent by other ways deemed appropriate by NTT Com. In this case, any notice will be deemed to have been served at the time specified by NTT Com in that notice.

46. ACCESS CODE

Customer shall keep Access Codes private and confidential and ensure that Access Codes do not become known to unauthorized persons. If Customer has reason to suspect or believe that an Access Code has become known to such unauthorized persons, Customer shall promptly inform NTT Com and, if possible, change the Access Codes. If Customer is unable to change the Access Code, NTT Com will use its reasonable endeavors to issue new Access Codes at the Customer's request. NTT Com has the right to withdraw any Access Code if it believes that the security of such Access Code has been compromised.

NTT Com may from time to time change Customer's Access Code upon reasonable notice to Customer.

47. CONFIDENTIALITY

- 47.1 In this Section 47, "**Confidential Information**" means all confidential information disclosed to or obtained by the Party (the "**Receiving Party**") from the other Party (the "**Disclosing Party**"), whether in writing, orally or by another means and whether directly or indirectly, in connection with the performance of each Party's obligations under this Global IP Network Service Agreement, including without limitation, information relating to NTT Com's Telecommunications Facilities, software, Service, or either Party's operation, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs. Notwithstanding the foregoing, Confidential Information shall not include information which:

- (1) was in the public domain on the date hereof or comes into the public domain other than through the fault or negligence of the Receiving Party;
- (2) was lawfully obtained by the Receiving Party without restrictions from a third party who has the right to disclose it;
- (3) was independently developed by the Receiving Party without making use of any Confidential Information nor other information that the Disclosing Party disclosed in confidence to any third party;
- (4) was known to the Receiving Party at the time of disclosure as shown by its written records in existence at the time of disclosure; or
- (5) is required to be disclosed pursuant to the order of any court or governmental agency.

47.2 The Receiving Party shall:

- (1) not use Confidential Information for a purpose other than the performance of its obligation under this Global IP Network Service Agreement;
- (2) not disclose Confidential Information to any third party except with the prior written consent of the Disclosing Party;
- (3) disclose Confidential Information only to such officers, employees of the Receiving Party who need to know such Confidential Information for the purpose of this Global IP Network Service Agreement, who have been informed of the confidential nature of such Confidential Information and who the Receiving Party shall procure shall abide by this Global IP Network Service Agreement; and
- (4) keep the Confidential Information of the Disclosing Party confidential, using the same degree of care that the Receiving Party uses to protect its own Confidential Information of a similar nature, but not less than a reasonable level of care.

47.3 Notwithstanding Section 37, both Parties acknowledge that in an event of the breach of any provision of this Section 47, the breaching Party shall be liable to the Disclosing Party to the extent of direct damages to be discussed by the Parties.

47.4 The provisions of Section 47 shall survive the termination of the Global IP Network Service Agreement.

48. USE OF PERSONAL INFORMATION

48.1 The personal information of the Customer (“**Personal Information**”) provided by the Customer for the use of the Service shall be handled in the manner separately specified by NTT Com.

48.2 NTT Com will disclose the Personal Information to the Customer in principle when the Customer requests so.

48.3 If the Customer requests for disclosing the Personal Information and receives such Personal Information, including the case that there is no Personal Information available and Customer receives such notice, it shall pay the charge separately specified by NTT Com for the Personal Information disclosed.

49. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHT

Any software, service, know-how, documents provided by NTT Com for offering the Service is the subject of intellectual property rights reserved by NTT Com or its licensors. Nothing herein shall be construed as conferring any rights or license under any copyrights, patents, trademarks or other intellectual property rights of NTT Com or any third party.

50. DISPUTE RESOLUTION

- 50.1 In the case of any disputes under these Terms and Conditions, the Parties shall engage in good faith discussions and do their best efforts to reach an amicable resolution of the matter.
- 50.2 These Terms and Conditions shall be governed by and construed in accordance with Japanese law.
- 50.3 The Parties irrevocably submit any disputes arising under or relating to these Terms and Conditions to the exclusive first instance jurisdiction of the Tokyo District Court.

Exhibit A: Service Conditions for Transit Service

1. Service Menu

This Service Condition prescribes the terms and conditions for the following service types.

Global IP Network Service	Service Type		SLA
		Transit Service	
Additional Service	IPv6 / IPv4 Dual Service		Applicable
	Backup Port Service		Not applicable
	DNS Service		Not applicable
	IP Address Assignment Service		Not applicable
	Blackhole Service		Not applicable
	DDoS Protection Service		Partially applicable

2. Overview

Transit Service is the Internet connectivity service which provides direct access to global Tier 1 IP backbone. (“**Transit Service**”)

3. Service Conditions

- 1) The scope of Transit Service is from the terminal of Customer-specified Circuit to the port of any backbone router of NTT Com Global IP Network. It does not include any Autonomous Terminal Equipment or Access Line.
- 2) The Transit Service shall be contracted only by per Access Line basis.
- 3) The location of the POP is:
Tokyo (Otemachi) / Osaka (Doujima), and any other locations specified by NTT Com in the application form
- 4) The Minimum Service Period shall be one year from the Service Start Date.
- 5) The Traffic to be provided by the Transit Service shall be Symmetric type traffic only.
(e.g. outgoing and incoming bandwidth shall be equal)
- 6) The supported routing protocol types are BGP and Static.
- 7) The available bandwidth, the minimum committed bandwidth and the Charges shall be as set forth in the Service Order and other documents separately prescribed by NTT Com.
- 8) The interface and Access Line for the Transit Service to be provided shall be as set forth in the Service Order.
- 9) NTT Com provides the Transit Service under two types of charging structure: Fixed Charge and Variable Charge. Customer may select either plan.
- 10) NTT Com will charge Customer the following fees. These fees are commonly charged to both charging structure stated 9) above :
 - Initial Charge
Network Installation fee (Transit Service)
 - Monthly Usage Charge
Transit Service charge
- 11) Link Aggregation will be available upon request of Customer.
 - (1) Link Aggregation is a method of aggregating multiple network connections in parallel to increase throughput beyond what a single connection would sustain.
 - (2) There is a limitation of number of connections that can be aggregated.
 - (3) Applicable protocol is LACP (Fast mode).
 - (4) Customer’s equipment shall be in conformity with IEEE802.3 ad.
 - (5) “Customer Notification SLA” is not applicable to Transit Service provided by Link Aggregation.
 - (6) Under certain conditions, Link Aggregation is not available.

4. Method of Calculation of Charges

- 1) Method of calculation of Charges for Variable Charge

NTT Com provides two types of charging plan for the Variable Charge structure: (1) 95 percentile Charge Plan and (2) Average Charge Plan.

- Method of calculation of 95 percentile Charge Plan is as follows:
 - (1) NTTCom will measure and record the average traffic volume every 5 minutes for each traffic from Customer's Terminal Equipment to NTT Com's Telecommunications Facilities ("**In-Bound Data**") and traffic from NTT Com's Telecommunications Facilities to Customer Terminal Equipment ("**Out-Bound Data**").
 - (2) Compare the In-Bound Data and Out-Bound Data traffic volume records measured in (1) and select either In-Bound or Out-Bound Data with the larger average traffic volume record.
 - (3) List and sort all the average traffic volume records recorded per 5 minutes for the month from the In-Bound or Out-Bound data selected pursuant to (2)
 - (4) Delete the top 5% of the records selected pursuant to (3).The maximum number of the average traffic volume record remained after deletion of the top 5% will be the applicable traffic volume to be charged pursuant to the 95 percentile Charge Plan.
- Method of calculation of Average Charge Plan is as follows.
 - (1) NTT Com will measure and record the average traffic volume every 5 minutes for each In-Bound Data and Out-Bound Data.
 - (2) Based on the total of the average traffic volume measured and recorded every 5 minutes, calculate the average traffic volume for each In-Bound Data and Out-Bound data for the applicable month.
 - (3) Select the larger average traffic volume of either In-Bound Data or Out-Bound Data for the average traffic volume for the applicable month, which shall be the applicable traffic volume to be used to charge pursuant to the Average Charge Plan.

2) NTT Com shall measure the average traffic volume of each Customer Port during the period prescribed in the following list.

Classification	Period for Measurement
(1)For the calendar month when the service was commenced	From the specific time designated by NTT Com on the Service Start Date to the last day of the calendar month
(2)Each calendar month excluding the calendar month provided in (1) and (3)	From the first day to the last day of the calendar month
(3)For the calendar month when the service was terminated	From the first day of the calendar month to the specific time designated by NTT Com on the day of termination.

5. Service Conditions for Additional Services

1) IPv6 / IPv4 Dual Service

- (1) IPv6 / IPv4 Dual Service is to provide both IPv6 and IPv4 connectivity to the Global IP Network using only one Access Line.
- (2) IPv6 / IPv4 Dual Service can be only contracted as an Additional Service for Transit Service.
- (3) The Charge for IPv6 / IPv4 Dual Service shall be as set forth in the Service Order to be paid in addition to Transit Service Charge.
- (4) The types of Charge for the IPv6 / IPv4 Dual Service shall be as follows:
 - Initial Charge
Installation fee (IPv6 / IPv4 Dual Service)
 - Monthly Usage Charge
IPv6 / IPv4 Dual Service charge

2) Backup Port Service

- (1) Backup Port Service is to automatically switch over to the backup circuit in case of the failure of the main circuit, by reserving a port of another router in addition to the router for Transit Service and setting up a backup circuit between the router and Customer's Terminal Equipment.
- (2) Backup Port Service can be only contracted as an Additional Service for Transit Service.
- (3) The Interfaces of Access Line which would enable the use of the Backup Port Service are limited.
- (4) The Charge for Backup Port Service shall be as set forth in the Service Order to be paid in addition to Transit Service Charge.
- (5) The types of Charge for the Backup Port Service shall be as follows:
 - Initial Charge
Installation fee (Backup Port Service)

- Monthly Usage Charge
Backup Port Service charge

3) DNS Service

- (1) In DNS Service, NTT Com shall provide customer a Domain Name System (DNS) function, translating IP address to domain name or vice versa, using NTT Com's telecommunications facilities. Upon the request of customer, NTT Com will further provide primary or secondary DNS function.
- (2) DNS Service can be only contracted as an Additional Service for Transit Service.
- (3) The Charge for DNS Service shall be as set forth in the Service Order to be paid in addition to Transit Service Charge.
- (4) The types of Charge for the DNS Service shall be as follows:
 - Initial Charge
Installation fee (Primary DNS Service)
 - Monthly Usage Charge
Primary DNS Service charge

4) IP Address Assignment Service

- (1) IP Address Assignment Service is to apply to Japan Network Information Center (JPNIC) for the assignment or the return of an IP address related to the Service on behalf of the Customer.
- (2) IP Address Assignment Service can be only contracted as an Additional Service for Transit Service.
- (3) Customer must provide to NTT Com with the information on the detailed IP address plan if more than /30 address are needed.
- (4) The Charge for IP Address Assignment Service shall be as set forth in the Service Order to be paid in addition to Transit Service Charge
- (5) The types of Charge for IP Address Assignment Service shall be as follows:
 - Initial Charge
IP Address Assignment Service charge (per each Assignment application)

5) Blackhole Service

- (1) Blackhole Service is to discard IP addresses that Customer announced with blackhole community inside the Global IP Network.
- (2) Blackhole Service can be only contracted as an Additional Service for Transit Service.
- (3) NTT Com needs an installation work to change configuration to provide Blackhole Service.
- (4) The Charge for Blackhole Service shall be as set forth in the Service Order. When Customer applied Blackhole Service at the same time of applying Transit Service, the additional installation fee for Blackhole Service shall not be charged.
- (5) Blackhole Service is provided for 1 IP address (/32) based. Customer shall advertise IP addresses with blackhole community by himself.
- (6) All packet with destination defined as blackhole community will be discarded inside the Global IP Network and they could not be reachable from anywhere.
- (7) The types of Charge for Blackhole Service shall be as follows:
 - Initial Charge
Network Installation fee (Transit Service)

6) DDoS Protection Service

- (1) DDoS Protection Service provides functions to mitigate the impacts associated with Denial of Service Attacks on Customer Internet connectivity provided over Global IP Network for Customer's IP Address space.
- (2) DDoS Protection Service can be only contracted as an Additional Service for Transit Service.
- (3) The scope of DDoS Protection Service is from the terminal of Customer-specified Circuit to the port of any backbone router of NTT Com Global IP Network. DDoS Protection Service shall be applied to all of the Customer's ports connected to Global IP Network but not be applied to any part of the Customer ports. The scope of this DDoS Protection Service does not include any Autonomous Terminal Equipment or Autonomous Telecommunications Facilities.
- (4) DDoS Protection Service has following types based on the function(s) provided;

Service Type		Function(s) Provided	SLA
DDoS Protection Service	DPS Control	- Permanent ACL Function	Not applicable
	DPS Core	- Permanent ACL Function - DDoS On-Request Mitigation Function	Not applicable Applicable
	DPS Detect	- Permanent ACL Function - DDoS On-Request Mitigation Function - DDoS Self-Initiated Mitigation Function - DDoS Detection Function	Not applicable Applicable Applicable Not applicable
	DPS Max	- Permanent ACL Function	Not applicable

		- DDoS On-Request Mitigation Function - DDoS Self-Initiated Mitigation Function - DDoS Auto-Mitigation Function - DDoS Detection Function	Applicable Applicable Not applicable Not applicable
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- (5) Permanent ACL Function provides the following functions;
- (i) Upon Customer's request, NTT Com will start to perform the steps to set the permanent, "always on" Access Control List implementations to be configured on each NTT routers which Customer connects to.
- (ii) To implement any Access Control List, Customer must provide a draft ACL which includes the source addresses, ports and protocols as well as the destination addresses, ports and protocols which Customer would like to match filtering on, along with instructions for how to handle each filter match (allow or deny the packets).
- (iii) NTT Com reviews the ACL prior to deployment and works with Customer if changes are necessary.
- (6) DDoS On-Request Mitigation Function, DDoS Self-Initiated Mitigation Function, and DDoS Auto-Mitigation Function (hereinafter collectively referred to as "**DDoS Mitigation Functions**") provide the following functions;
- (i) Upon Customer's request (Automatically, in case of DDoS Auto-Mitigation Function), NTT Com will start to perform the steps to mitigate negative impacts caused by a DDoS attack. The steps will be terminated by NTT Com's judgment. "DDoS Mitigation Event" means the start of steps by NTT Com to mitigate negative impacts caused by a DDoS attack until the termination of such steps.
- (ii) The DDoS Mitigation is provided based on a "best effort" basis. This function does not guarantee to mitigate all of the DDoS attacks. A part of or all of the Customer's traffic may be delayed or dropped during DDoS Mitigation Event.
- (7) DDoS Detection Function provides the following functions;
- (i) In the event that NTT Com detects certain volume of traffic which exceeds the criteria pre-designated by Customer, NTT Com notifies Customer of such detection via Customer Portal, e-mail, or syslog.
- (ii) DDoS Detection Function does not guarantee to detect all of the DDoS attacks.
- (8) The Charge for DDoS Protection Service shall be paid in addition to Transit Service Charge.
- (9) The types of Charge for the DDoS Protection Service shall be as follows:
- Initial Charge
 - Network Installation fee (DDoS Protection Service)
 - Monthly Usage Charge
 - DDoS Protection Service charge
 - Monthly Recurring Charges
 - a "per event" fee charged per each DDoS Mitigation Event, which may arise by use of DDoS Mitigation Function.
 - Change fee charged per each update of Permanent ACL
- Charge details shall conform with the terms separately prescribed by NTT Com.
- (10) Network Installation fee, and Monthly Recurring Charge and Permanent ACL Change fee of DDoS Protection Service are defined in the applicable Service Order Form..
- (11) Per event fees will be calculated based on the number of days concerning each DDoS Mitigation event. Calculation of "per event" fees are as follows:
- "Event Fee" = "Event Rate" x "Billable Mitigation Days"
- "Event Rate" is to be defined in the applicable Service Order.
- "Billable Mitigation Days" is the number of "Total Mitigation Days" for the month less "Included Mitigation Days" for the calendar month (UTC).
- "Total Mitigation Days" is the sum of the number of "Mitigation Days" in a month.
- "Mitigation Days" is every 24 hour period, or portion thereof, during which the NTT Com platform is utilized for a Mitigation.
- "Included Mitigation Days" is the number of Mitigation Days included as part of the monthly subscription.
- For this calculation, measurement methodology, systems, reports adopted by NTT Com and UTC shall be authoritative.

6. Service Level Agreement (SLA) for Transit Service

1) Overview

This Service Level Agreement ("**SLA**") for Transit Service provides Customer with certain rights and remedies regarding the performance of the Transit Service. This SLA applies to Customer of the Transit Service only. NTT Com will guarantee the Customer the minimum performance standards for Availability, Latency, Packet Loss, Customer Notification, Average Jitter and Maximum Jitter. If the standards set forth below are not met, NTT Com will issue a credit according to the conditions stipulated for each performance

in “2) Performance Standards and Customer Credit” below. This SLA is applicable automatically to Customers of Transit Service with no additional charge.

2) Performance Standards and Customer Credit

(1) Availability

NTT Com guarantees that its Service is available 100% of the time. In the event that the Service is completely disrupted due to the reasons not attributable to Customer for more than 15 consecutive minutes (“**Network Outage**”) and if NTT Com cannot fix the Network Outage within 15 minutes after identifying the Network Outage (specifically, the time when Customer notified or requested NTT Com to resolve the issue, or the time when NTT Com recognized the issue prior to the notification or request from Customer), NTT Com will issue a credit in the amount equal to one day's worth of the monthly Usage Charge paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the duration of such Network Outages during a particular month, to the upper limit of the Customer's monthly Usage Charges.

If the Service was unavailable for more than once within one calendar month, NTT Com will issue credits according to each occurrence of the Network Outage subject to the upper limit of Customer's monthly Usage Charges.

(2) Latency

NTT Com guarantees the monthly average time measured for round trip of IP packet transmission within NTT Com Global IP Network by the separately prescribed method (“**Latency**”). If NTT Com fails to meet the guaranteed Latency prescribed in the following “Chart 1” in one calendar month, the amount equal to one day's worth of the monthly Usage Charges will be refunded.

<Chart 1>

Region	Latency
Intra-Japan	25ms
Intra-Asia	95ms
Intra-US	50ms
Intra-Europe	35ms
Trans-Atlantic	80ms
Trans-Pacific	130ms
Asia-Europe	285ms

(3) Packet Loss

NTT Com guarantees to maintain monthly average packet loss rate measured within NTT Com Global IP Network by the separately prescribed method (“**Packet Loss**”), 0.1% or less for regions in “Chart 1” above. If NTT Com fails to meet the guaranteed Packet Loss, the amount equal to one day's worth of the monthly Usage Charges will be refunded.

(4) Customer Notification

NTT Com will notify Customer within 30 minutes after NTT Com determines that Customer's Service is unavailable (“**Customer Notification Time**”). NTT Com monitors Customer's router by sending ping repeatedly. If Customer's router does not respond for a separately prescribed period, NTT Com will deem the Service unavailable and will contact Customer's designated point of contact by E-mail or FAX. If NTT Com fails to meet the above guaranteed Customer Notification Time, the amount equal to one day's worth of the monthly Usage Charges will be refunded. If NTT Com fails to meet the guaranteed Customer Notification Time for more than once within one calendar month, NTT Com will issue credits for total of each individual credit amount subject to the maximum amount of Customer's monthly Usage Charges.

(5) Average Jitter

“**Average Jitter**” means the average variation in delay for packet transfers within NTT Com Global IP Network during one calendar month, as measured by the separately prescribed method by NTT Com.

NTT Com will maintain monthly Average jitter on the NTT Com Global IP Network to 0.25ms or less for regions in "Chart 1" above. If NTT Com fails to meet the Average jitter and exceeds 0.25ms, NTT Com will refund Customer the amount equal to one day's worth of the monthly Usage Charges.

(6) Maximum Jitter

"Maximum Jitter" means the maximum variation in delay for packet transfers within NTT Com Global IP Network during one calendar month, as measured by the separately prescribed method by NTT Com.

NTT Com will maintain Maximum Jitter on the NTT Com Global IP Network to 10ms or less for regions in the above list in "Chart 1" above. If more than 0.1% of the total jitter measured in one calendar month exceeds 10ms, NTT Com will refund Customer the amount equal to one day's worth of the monthly Usage Charges.

3) Monthly Usage Charges to be refunded

NTT Com shall calculate the credit amount based on the monthly Usage Charges (excluding the Usage Charge for any Additional Service) for the calendar month of the performance standards deviation. In the event that the applicable monthly Usage Charges were prorated per diem, NTT Com shall calculate the credit amount based on such prorated monthly Usage Charges. In the event that the Usage Charge for each contract unit is undefined due to Usage Charge combination of multiple contract units, the combined Usage Charge shall be divided to each contract unit in proportion to contract bandwidth, based on which NTT Com shall calculate the credit amount.

If the credits stipulated in above (1) to (6) of "2) Performance Standards and Customer Credit" occur at the same time within one calendar month, NTT Com will issue credits for the total of each individual credit amount subject to the upper limit of Customer's monthly Usage Charges.

4) Customer Credit

Customers must request and claim the credit within 60 days from the occurrence of deviation from the performance standards set forth above. Credits will normally be provided in the next billing cycle from the customer's claim but may be carried over until later billing cycle depending upon the nature of the customer contract and the timing of the fault occurrence. The credits or refund to the Customer will be provided only in the event that Customer makes the request or applies to claim the credit to NTT Com.

5) Exceptions

Notwithstanding the preceding sections in this SLA, the SLA or performance standards provided herein shall not be applicable under the following circumstances.

- (1) SLA regarding Availability shall not be applicable in the case that:
 - (i) Service is discontinued pursuant to Section 22 of these Terms and Conditions with the prior notification to the Customer by NTT Com, or suspended pursuant to Section 23 of these Terms and Conditions.
 - (ii) The outage occurs outside of the scope of Services.
- (2) SLA regarding Customer Notification shall not be applicable in the case that:
 - (i) Service is discontinued pursuant to Section 22 of these Terms and Conditions with the prior notification to the Customer by NTT Com, or suspended pursuant to Section 23 of these Terms and Conditions at the time NTT Com identifies the outage.
 - (ii) NTT Com cannot reach the Customer due to the status of the Customer's Telecommunications Facilities.
 - (iii) The outage occurs outside of the scope of Services.
 - (iv) NTT Com found that Service was unavailable by the Customer's request.
 - (v) The service is a member port of Link Aggregation group.
 - (vi) Customer connects the Global IP Network at a POP outside Japan.
- (3) SLA regarding Latency, Packet Loss, Average Jitter and Maximum Jitter shall not be applicable in the case that:
 - (i) The Customer has continued to be in the state of discontinuance or suspension of the Service pursuant to Section 22 or/and 23 of these Terms and Conditions during applicable calendar

month.

- (4) Any SLA or performance standards provided herein shall not be applicable in the case that:
 - (i) Any maintenance, testing, or other operations is being performed pursuant to the request by Customer.
 - (ii) Customer does not take the necessary actions or apply to claim the credit.
 - (iii) Force Majeure Event is continuing and affecting the normal operation of the Service.
 - (iv) DNS issues outside the direct control of NTT Com.
 - (v) False SLA breaches reported as a result of outages or errors of any NTT Com's measurement system.

7. Service Level Agreement (SLA) for Transit Service (IPv6 / IPv4 Dual Service)

1) Overview

This Service Level Agreement (“**SLA**”) for Transit Service (IPv6 / IPv4 Dual Service) provides Customer with certain rights and remedies regarding the performance of the Transit Service (IPv6 / IPv4 Dual Service). This SLA applies to Customer of the Transit Service (IPv6 / IPv4 Dual Service) only. NTT Com will guarantee the Customer the minimum performance standards for Availability, Latency, Packet Loss, Average Jitter, and Maximum Jitter. If the standards set forth below are not met, NTT Com will issue a credit according to the conditions stipulated for each performance in “2) Performance Standards and Customer Credit” below. This SLA is applicable automatically to Customers of Transit Service (IPv6 / IPv4 Dual Service) with no additional charge.

2) Performance Standards and Customer Credit

(1) Availability

NTT Com guarantees that its Service is available 100% of the time. In the event that the Service is completely disrupted due to the reasons not attributable to Customer for more than 15 consecutive minutes (“**Network Outage**”) and if NTT Com cannot fix the Network Outage within 15 minutes after identifying the Network Outage (specifically, the time when Customer notified or requested NTT Com to resolve the issue, or the time when NTT Com recognized the issue prior to the notification or request from Customer), NTT Com will issue a credit in the amount equal to one day's worth of the monthly Usage Charge paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the duration of such Network Outages during a particular month, to the upper limit of the Customer's monthly Usage Charges.

If the Service was unavailable for more than once within one calendar month, NTT Com will issue credits according to each occurrence of the Network Outage to the upper limit of the Customer's monthly Usage Charges.

(2) Latency

NTT Com guarantees the monthly average time measured for round trip of IP packet transmission within NTT Com Global IP Network by the separately prescribed method (“**Latency**”). If NTT Com fails to meet the guaranteed Latency prescribed in the following “Chart 1” in one calendar month, the amount equal to one day's worth of the monthly Usage Charges will be refunded.

<Chart 1>

Region	Latency
Intra-Japan	25ms
Intra-Asia	95ms
Intra-US	50ms
Intra-Europe	35ms
Trans-Atlantic	80ms
Trans-Pacific	130ms
Asia-Europe	285ms

(3) Packet Loss

NTT Com guarantees to maintain monthly average packet loss rate measured within NTT Com Global IP Network by the separately prescribed method ("**Packet Loss**"), 0.1% or less for regions in "Chart 1" above. If NTT Com fails to meet the guaranteed Packet Loss, the amount equal to one day's worth of the monthly Usage Charges will be refunded.

(4) Average Jitter

"Average Jitter" means the average variation in delay for packet transfers within NTT Com Global IP Network during one calendar month, as measured by the separately prescribed method by NTT Com.

NTT Com will maintain monthly Average jitter on the NTT Com Global IP Network to 0.25ms or less for regions in "Chart 1" above. If NTT Com fails to meet the Average jitter and exceeds 0.25ms, NTT Com will refund Customer the amount equal to one day's worth of the monthly Usage Charges.

(5) Maximum Jitter

"Maximum Jitter" means the maximum variation in delay for packet transfers within NTT Com Global IP Network during one calendar month, as measured by the separately prescribed method by NTT Com.

NTT Com will maintain Maximum Jitter on the NTT Com Global IP Network to 10ms or less for regions in the above list in "Chart 1" above. If more than 0.1% of the total jitter measured in one calendar month exceeds 10ms, NTT Com will refund Customer the amount equal to one day's worth of the monthly Usage Charges.

3) Monthly Usage Charges to be refunded

NTT Com shall calculate the credit amount based on the IPv6 / IPv4 Dual Service charge (excluding the Usage Charge for any IPv4 service) for the calendar month of the performance standards deviation. In the event that the applicable monthly Usage Charges were prorated per diem, NTT Com shall calculate the credit amount based on such prorated monthly Usage Charges. In the event that the Usage Charge for each contract unit is undefined due to Usage Charge combination of multiple contract units, the combined Usage Charge shall be divided to each contract unit in proportion to contract bandwidth, based on which NTT Com shall calculate the credit amount.

If the credits stipulated in above (1) to (3) of "2) Performance Standards and Customer Credit" occur at the same time within one calendar month, NTT Com will issue credits for the total of each individual credit amount subject to the upper limit of Customer's monthly Usage Charges.

4) Customer Credit

Customers must request and claim the credit within 60 days from the occurrence of deviation from the performance standards set forth above. Credits will normally be provided in the next billing cycle from the customer's claim but may be carried over until later billing cycle depending upon the nature of the customer contract and the timing of the fault occurrence. The credits or refund to the Customer will be provided only in the event that Customer makes the request or applies to claim the credit to NTT Com.

5) Exceptions

Notwithstanding the preceding sections in this SLA, the SLA or performance standards provided herein shall not be applicable under the following circumstances.

- (1) SLA regarding Availability shall not be applicable in the case that:
 - (i) Service is discontinued pursuant to Section 22 of these Terms and Conditions with the prior notification to the Customer by NTT Com, or suspended pursuant to Section 23 of these Terms and Conditions.
 - (ii) The outage occurs outside of the scope of Services.
- (2) SLA regarding Latency, Packet Loss, Average Jitter, and Maximum Jitter shall not be applicable in the case that:
 - (i) The Customer has continued to be in the state of discontinuance or suspension of the Service pursuant to Section 22 or/and 23 of these Terms and Conditions during applicable calendar month.
- (3) Any SLA or performance standards provided herein shall not be applicable in the case that:
 - (i) Any maintenance, testing, or other operations is being performed pursuant to the request by

- Customer.
- (ii) Customer does not take the necessary actions or apply to claim the credit.
- (iii) Force Majeure Event is continuing and affecting the normal operation of the Service.
- (iv) DNS issues outside the direct control of NTT Com.
- (v) False SLA breaches reported as a result of outages or errors of any NTT Com's measurement system.

8. Service Level Agreement (SLA) for DDoS Protection Service

1) Overview

This Service Level Agreement (“SLA”) for DDoS Protection Service provides Customer with certain rights and remedies regarding the performance of the DDoS Mitigation. This SLA applies to Customer of the DPS Core, DPS Detect, and DPS Max of DDoS Protection Service for DDoS Mitigation Functions (excluding DDoS Auto-Mitigation Function) only. NTT Com will guarantee the Customer the minimum performance standards for Response Time of DDoS Mitigation Functions (excluding DDoS Auto-Mitigation Function) in the event of a DDoS attack. If the standards set forth below are not met, NTT Com will issue a credit according to the conditions stipulated for each performance in “2) Performance Standards and Customer Credit” below. This SLA is applicable automatically to Customers of DDoS Protection Service with no additional charge. NTT Com does not warrant that the quality and effect of DDoS protection service will meet any expectation of Customer nor will be useful.

2) Performance Standards and Customer Credit

Response Time in the event of a DDoS attack

In the event such a Customer requests that a DDoS Mitigation Event be started (by utilizing the DDoS Protect Service Portal), NTT Com shall reply to Customer to begin the troubleshooting and investigation required within 15 minutes from the time when NTT Com accepts the Customer's request. In the event that NTT Com is not able to accept the Customer's request due to the reason not attributable to NTT Com, the Response Time shall begin from the time NTT Com duly accepts the Customer's request. In the event that the Customer does not receive NTT Com's reply due to the reason not attributable to NTT Com, the Response Time shall be deemed to be met when NTT Com's reply have finished.

NTT Com will issue a credit to Customer for failure to meet this 15 Minutes Response Time commitment in an amount equal to 50% of the Event Fee paid by Customer for the DDoS Mitigation Event in which this Response Time obligation was not met.

3) Customer Credit

Customers must request and claim the credit within 60 days from the occurrence of deviation from the performance standards set forth above. Credits will normally be provided in the next billing cycle from the customer's claim but may be carried over until later billing cycle depending upon the nature of the customer contract and the timing of the fault occurrence. The credits or refund to the Customer will be provided only in the event that Customer makes the request or applies to claim the credit to NTT Com.

4) Exceptions

Notwithstanding the preceding sections in this SLA, the SLA or performance standards provided herein shall not be applicable under the following circumstances.

- (1) Service is discontinued pursuant to Section 22 of these Terms and Conditions with the prior notification to the Customer by NTT Com, or suspended pursuant to Section 23 of these Terms and Conditions.
- (2) The outage occurs outside of the scope of Services.
- (3) The outage occurs in access line to Global IP Network.
- (4) Scheduled maintenance and emergency maintenance and upgrades
- (5) Any maintenance, testing, or other operations is being performed pursuant to the request by Customer.
- (6) Customer does not take the necessary actions or apply to claim the credit.
- (7) Force Majeure Event is continuing and affecting the normal operation of the Service.
- (8) DNS issues outside the direct control of NTT Com.
- (9) False SLA breaches reported as a result of outages or errors of any NTT Com's measurement system.
- (10) Any failure or deficiency of the Global IP Network caused by or associated with Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the Global IP Network or DDoS Protection Service in breach of NTT Com's Terms and Conditions of Service or NTT Com's Acceptable Use Policy.

5) Other condition

NTT Com will measure Response Time using NTT Com's own structure. NTT Com reserves the right to periodically change the measurement structure and methodologies it uses without notice to Customer.

**Exhibit B:
Deleted**

Exhibit C :
Deleted

Exhibit D :
deleted

Exhibit E : Service Conditions for Global Virtual Link

1. Service Menu

This Service Condition prescribes the terms and conditions for the following service types.

	Service Type	SLA
Global IP Network Service	Global Virtual Link	Applicable

2. Overview

Global Virtual Link is an Ethernet Virtual Private Line that provides a dedicated link over NTT Com's Global IP Network.

3. Service Conditions

- 1) The Scope of Global Virtual Link is from the terminal of Customer-specified Circuit of one POP and the one of the other POP. It does not include any Autonomous Terminal Equipment or Access Line.
- 2) Global Virtual Link shall be contracted by per link basis.
- 3) The location of the POP shall be specified in the Service Order.
- 4) Charge types are both Fixed and Variable
- 5) Monthly charge for Variable Charge type consists of monthly base fee and extra fee. NTT Com shall calculate Variable Charges for Global Virtual Link in accordance with the method separately prescribed by NTT Com.
- 6) The Minimum Service Period is one year from the Service Start Date.
- 7) The available bandwidth, the minimum committed bandwidth and the Charges are prescribed in Service Order and other documents separately prescribed by NTT Com.
- 8) The type of charges are as followings:
 - Monthly Usage Charge
Transit Service charge (VLINK)
 - Initial Charge
Network Installation fee (Transit Service (VLINK))

4. Service Level Agreement (SLA) for Global Virtual Link

1) Overview

This Service Level Agreement ("**SLA**") for Global Virtual Link provides Customer with certain rights and remedies regarding the performance of the Global Virtual Link. If the standards set forth below are not met, NTT Com will issue a credit according to the conditions stipulated for each performance in "3) Performance Standards and Customer Credit" below. This SLA is applicable automatically to Customers of Global Virtual Link with no additional charge.

2) Definitions

For purposes of this Global Virtual Link SLA, the following terms have the meanings set forth below. The definitions given in this Exhibit apply for purposes of this Exhibit only.

- (1) "NTT Com Backbone" means NTT Com owned and operated network infrastructure consisting solely of selected NTT Com points of presence at which NTT Com offers Global Virtual Link service
- (2) "Network Outage" means an instance in which no traffic can pass through Customer's Global Virtual Link for more than 15 consecutive minutes, as measured by NTT Com.
- (3) "Latency" means the average time required for round-trip packet transfers over paths on the NTT Com Backbone used to provide Customer's Global Virtual Link service during a calendar month, as measured by NTT Com.
- (4) "Packet Loss" means the average percentage of data packets transmitted over paths on the NTT Com Backbone used to provide Customer's Global Virtual Link service during a calendar month that are not successfully delivered, as measured by NTT Com.
- (5) "Jitter" means the variation in delay for packet transfers over paths on the NTT Com Backbone used to provide Customer's Global Virtual Link service during a calendar month, as measured by NTT Com.
- (6) "Base Creditable Fee" consists solely of the monthly fee (excluding extra fee for the Variable Charge type) paid by Customer for the affected Global Virtual Link service for the affected calendar month. In the event that the applicable monthly fee were prorated per diem, NTT Com shall calculate the credit amount based on such prorated monthly fee.

3) Performance Standards and Customer Credit

(1) Availability

NTT Com will issue a credit to Customer for Network Outages due to the reasons not attributable to Customer on the Customer's Global Virtual Link in an amount equal to one day's worth of the Base Creditable Fee paid by Customer, multiplied by each hour (or portion thereof rounded to the next hour) of the cumulative duration of such Network Outage.

(2) Latency

If Global Virtual Link Latency, as applicable, for a calendar month exceeds the time frame set forth in NTT Com's Website for the applicable portion of the NTT Com Backbone, NTT Com will issue a credit to Customer equal to one day's worth of the Base Creditable Fee paid by Customer for that specific Global Virtual Link for such month.

(3) Packet Loss

If Packet Loss on Customer's Global Virtual Link exceeds 0.3% during a calendar month, NTT Com will issue a credit to Customer equal to one day's worth of the Base Creditable Fee paid by Customer for that specific Global Virtual Link for such month.

(4) Average Jitter

If average Jitter on Customer's Global Virtual Link exceeds 0.25ms, NTT Com will issue a credit to Customer equal to one day's worth of the Base Creditable Fee paid by Customer for that specific Global Virtual Link for such month.

(5) Maximum Jitter

If maximum Jitter per measurement exceeds 10ms more than 0.1% of all measurements in a calendar month, NTT Com will issue a credit to Customer equal to one day's worth of the Base Creditable Fee paid by Customer for that specific Global Virtual Link for such month.

4) Measurement

NTT Com will periodically (on average every 5 minutes) measure the Global Virtual Links using software and hardware components capable of measuring traffic and responses at such POPs that act as Global Virtual Link SLA Measurement POPs. Not every POP may be directly measured, and such measurements may not measure the exact path traversed by Customer's packets.

5) Credit Request and Payment Procedures

The credits or refund to the Customer will be provided only in the event that Customer makes the request or applies to claim the credit to NTT Com. Each request in connection with a Network Outage must be received by NTT Com within sixty (60) calendar days of the Network Outage and must be confirmed by NTT Com's measurements of Customer's Global Virtual Link. Each request in connection with Latency, Packet Loss, Average Jitter or Maximum Jitter in a calendar month must be received by NTT Com within sixty (60) calendar days after the end of such month and must be confirmed by NTT Com's measurements of Customer's Global Virtual Link. Credits will normally be provided in the next billing cycle from the customer's claim but may be carried over until later billing cycle depending upon the nature of the customer contract and the timing of the fault occurrence.

Notwithstanding anything in these Global Virtual Link SLAs to the contrary, the total amount credited to a Customer in connection with Network Outages, Latency, Packet Loss, Average Jitter and Maximum Jitter in any calendar month will not exceed the Base Creditable Fee paid by Customer for such month.

6) Exceptions

Customer shall not receive any credits under these Global Virtual Link SLAs:

- (1) In connection with any failure or deficiency of the NTT Com Backbone caused by or associated with:
 - (i) Force Majeure Event is continuing and affecting the normal operation of the Service;
 - (ii) The outage occurs outside of the scope of Services.
 - (iii) scheduled maintenance and emergency maintenance and upgrades;
 - (iv) DNS issues outside the direct control of NTT Com;
 - (v) false SLA breaches reported as a result of outages or errors of any NTT Com measurement system; or
 - (vi) Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the NTT

Com Backbone or Global Virtual Link service in breach of NTT Com's Terms and Conditions of Service or NTT Com's Acceptable Use Policy.

(2) In case that Customer's Global Virtual Link:

- (i) was in the state of discontinuance or suspension at the time NTT Com identifies the Network Outage for Availability SLA;
- (ii) had been in the state of discontinuance or suspension during applicable calendar month for Latency, Packet Loss, Average Jitter or Maximum Jitter SLA; or
- (iii) was started or terminated during applicable calendar month for Latency, Packet Loss, Average Jitter or Maximum Jitter SLA.

SUPPLEMENTARY PROVISIONS

1. These Terms and Conditions shall be in effect on September 28, 2007.
2. The amendment to these Terms and Conditions shall be in effect on April 30, 2008.
3. The amendment to these Terms and Conditions shall be in effect on February 2, 2009.
 NTT Com shall provide the current service to its Customer using SCD service on February 2, 2009 under the following conditions based on the TERMS AND CONDITIONS FOR USE OF GLOBAL IP NETWORK SERVICES.

1. Service Menu

This Service Condition prescribes the terms and conditions for the following service types.

Global IP Network Service	Service Type		SLA
	Smart Content Delivery	Streaming	
Additional Service		Overseas Delivery (US Delivery)	Not applicable
		Overseas Delivery (EU Delivery)	Not applicable

2. Service Conditions for Streaming

- ① Streaming is the service to store and deliver Customer’s streaming content with On-demand and Live.
- ② Streaming supports a major de-fact standard streaming protocol, “Microsoft Windows Media”.
- ③ The available service plan is prescribed in Service Order and other documents separately prescribed by NTT Com.
- ④ Other detailed service conditions shall be set forth in Smart Content Delivery Technical Information for Customer separately prescribed by NTT Com.
- ⑤ The Term is one year from the Service Start Date.
- ⑥ Log formats for On-demand and Live streaming are limited to the streaming log formats specified by NTT Com.
- ⑦ The type of Charges are as followings:
 - Initial Charge
 - Installation fee (Streaming)
 - Monthly Usage Charge
 - Streaming Basic charge*1
 - Streaming Additional charge*2

*1: Basic charge is the usage charge for the service plan prescribe in Service Order. Even though the total data transmitting volume which the Customer has used for the month does not exceed the data transfer volume included in the service plan, the Customer shall pay the Basic charge.

*2: Additional charge is the usage charge for the data transmitting volume exceeding the data transfer volume included in the service plan (“**Excess Data Transmitting Volume**”)*3.

*3: Method of calculation of the Excess Data Transmitting Volume

- i) NTT Com measures and records the total data transmitting volume of each cache server in Japan and overseas which customer has used for one month (from 0:00 AM (JST) of the first day of the calendar month to 12:00 PM (JST) of the last day of the relevant month) at the end of each month.
- ii) NTT Com adds up all the volume monthly calculated in i) above.
 What acquired by deducting the data transmitting volume included in the service plan from the sum of the data transmitting volume calculated in ii) above shall be the Excess Data Transmitting Volume.

3. Overseas Delivery (US Delivery, EU Delivery)

- 1) Overseas Delivery (US Delivery, EU Delivery) is the service to store Customer’s web content at cache servers located in U.S. and/or Europe and deliver the contents to the end users.
- 2) Overseas Delivery (US Delivery, EU Delivery) is provided only as the Additional Service to the Customers who are using Streaming.

- 3) Other detailed service conditions shall be set forth in Smart Content Delivery Technical Information for Customer separately prescribed by NTT Com.
- 4) The Charge for Overseas Delivery specified in Service Order is separately applied in addition to the Charge for Streaming. If Customer utilizes the cache server installed in multiple regions of the overseas, Customer shall pay the Charge for each region.
- 5) The types of Charges are as followings:
 - If Customer uses Overseas Delivery as an Additional Service to Streaming:
 - Initial Charge
 - Installation fee (Streaming (US))
*required in the case of using the cache server installed in U.S.
 - Installation fee (Streaming (Euro))
*required in the case of using the cache server installed in Europe.
 - Monthly Usage Charge
 - Streaming charge (US)
*required in the case of using the cache server installed in U.S.
 - Streaming charge (Euro)
*required in the case of using the cache server installed in Europe

4. Service Level Agreement (SLA) for Reverse Proxy Cache
This availability SLA shall not apply to Streaming Service.

4.The amendment to these Terms and Conditions shall be in effect on July 1, 2009.

5.The amendment to these Terms and Conditions shall be in effect on July 6, 2009.

6.The amendment to these Terms and Conditions shall be in effect on December 1, 2009.

7.The amendment to these Terms and Conditions shall be in effect on January 18, 2011.

8 The amendment to these Terms and Conditions shall be in effect on April 1, 2011

9 The amendment to these Terms and Conditions shall be in effect on July 6, 2011

10 The amendment to these Terms and Conditions shall be in effect on July 26, 2011.

11 The amendment to these Terms and Conditions shall be in effect on September 27, 2013.

12 The amendment to these Terms and Conditions shall be in effect on November 25, 2013.

13 The amendment to these Terms and Conditions shall be in effect on April 1, 2014.

14 The amendment to these Terms and Conditions shall be in effect on May 1, 2014.

15 The amendment to these Terms and Conditions shall be in effect on Feb 22, 2016.

16 The amendment to these Terms and Conditions shall be in effect on July 19, 2016.
However, Per event fees will be hold for the effective Customer.

17 The amendment to these Terms and Conditions shall be in effect on July 1, 2017. From the date, "Smart Content Delivery" is regarded as "Content Delivery Network Plan 1". With regard to the application of the Section 27 to Customer's payment obligation prior to the amendment to these Terms and Conditions, the Section 27 then in force shall remain applicable.

18 The amendment of these Terms and Conditions shall be in effect on August 1, 2017.

19 The amendment of these Terms and Conditions shall be in effect on December 11, 2017. The Additional Service "DDoS Protection Service" provided under these Terms and Conditions prior to this amendment shall be regarded as "DPS Core of DDoS Protection Service" as of the effective date of this amendment.

20 The amendment of these Terms and Conditions shall be in effect on December 3, 2018. "*DDoS Mitigation Function* of the Additional Service DPS Core of DDoS Protection Service" provided under these Terms and Conditions prior to this amendment shall be regarded as "*DDoS On-Request Mitigation Function* of the Additional Service DPS Core of DDoS Protection Service" as of the effective date of this amendment.

21 The amendment of these Terms and Conditions shall be in effect on July 1, 2019. For the Customer having been using "Traffic Analysis System" under the Terms and Conditions prior to this amendment the service

conditions and fees then in force shall remain applicable, under which case the Customer is eligible to request for the change regarding add on policy only. Terms and Conditions with regard to Customer's liabilities caused prior to this amendment shall survive this amendment. Customer's payment obligation prior to the amendment to these Terms and Conditions shall remain applicable.

22 The amendment of these Terms and Conditions shall be in effect on June 30, 2022. Terms and Conditions with regard to Customer's liabilities caused prior to this amendment shall survive this amendment. Customer's payment obligation prior to the amendment to these Terms and Conditions shall remain applicable.