

Collocation Services Agreement

Clara Online, Inc.

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Clara Online, Inc. (the "Company" hereinafter) sets forth herein the terms and conditions of the server hosting service (the "Service" hereinafter) provided by the Company as follows.

Section 1 General Provisions

Article 1 Application of the Agreement

1. This Agreement applies to all Subscribers to the Service.
2. Any items not in this Agreement shall be set forth separately by the Company as terms of service ("Terms" hereinafter). When said Terms differ from this Agreement, the Terms shall be applied in preference to the Agreement.
3. Items not in this Agreement or in the Terms shall be set forth by prior notification to the Subscriber.

Article 2 Additions and Modifications to the Agreement

1. The Company can make additions to or modify the Agreement without the consent of the Subscriber
2. In the event of modifications to the Agreement, items modified according to the previous paragraph shall be published on the Company's homepage. The Subscriber shall be deemed to have consented to the modifications at the time of said publication.

Article 3 Definition of Terminology

Terms used in the Agreement are defined as follows.

Terminology	Definition
Telecommunications equipment	Machinery, equipment, lines, and other electrical equipment or computers used for telecommunications.
Contracted equipment	Telecommunications equipment for which the Subscriber enters into a usage agreement with the Company.
Service	The provision of electronic computers connected to a telecommunications network for use by others, acting as an intermediary in telecommunications of others using telecommunications equipment, or the provision of telecommunications equipment to others for telecommunications purposes.
Start of service	The Company hands over rack in Data Center
Subscriber	Legal entities, individuals, or groups that have accepted this Agreement and Terms in requesting use of the Service, and for whom the Company has consented to this request.
Fees	Fees and other obligations requiring payment for the Service according to Article 11.
Personal information	Name, birth date, or other personal information of a living individual that may be used to specifically identify that individual (including information that may be matched with other information to identify a specific individual).
Subscriber-owned data	All files, data, programs, and e-mail data that are used, created, or stored, etc. on contracted equipment.
Subscriber information	The following personal information relating to the Subscriber as specified by the Company:

	<ol style="list-style-type: none">1) Subscriber name2) Subscriber address3) Representative name4) Person in charge5) Contact information of person in charge
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Article 4 Language Used

Other than those instances specified by the Company, the language used by the Company in the provision of the Service shall be Japanese. This shall apply to Contract application as well as any interaction after the termination of the Agreement.

(*This text is a translation of the original Japanese Agreement. If any discrepancies occur between the two texts, the Japanese version shall take precedence.)

Article 5 Notification Method

1. Notifications from the Company to the Subscriber
 - 1) Where not specified by this Agreement, notifications from the Company to the Subscriber may be done via e-mail, display on the Company homepage, telephone, or mail according to the Subscriber information, or other method deemed appropriate by the Company.
 - 2) When said notifications are made via e-mail or mail, notifications shall take effect at the time said e-mail is sent or said mail is posted.
2. Notifications from the Subscriber to the Company
 - 1) Notifications from the Subscriber to the Company shall be made via e-mail to an address specified by the Company, telephone, mail, or other method deemed appropriate by the Company.
 - 2) When said notifications are made via e-mail or mail, notifications shall take effect at the time said e-mail message from the Subscriber arrives at the Company servers or when said mail from the Subscriber arrives at the Company.

Section 2 Contract

Article 6 Contract Application

1. Persons wishing to use the Service ("Applicants" hereinafter) shall, upon agreeing to the terms of this Agreement, follow the procedure outlined by the Company in applying for use of the Service. However, Applicants below the age of 20, adult wards, or those under guardianship must receive the consent of their legal guardian to the terms of the Agreement.
2. The Company may ask the Applicant to separately submit identification materials when applying for a contract.
3. The Applicant shall pay the sum of the initial fee and a fee for the minimum usage term as a basic usage fee in the event the Applicant cancels the application after submission.

Article 7 Application Rejection

The Company may choose not to accept the Applicant's application if any of the following apply.

1. The Applicant's application as submitted to the Company contains falsehoods, mistakes, or omissions.
2. The Applicant does not have the agreement to the terms of the Agreement per Article 6 Paragraph 1.

3. The Applicant's agreement was in the past canceled by the Company due to the Applicant not abiding by the terms of the agreement.
4. The Company has determined that the Applicant is involved with anti-social movements.
5. The Company determines that entering into a usage contract is not appropriate.
6. The Applicant requests urgent admission to Data Center

Article 8 Contract Completion

1. The contract with the Company shall be entered into when notification from the Company of the Applicant's application according to Article 6 is received by the Applicant.
2. Regardless of the preceding paragraph, as long as the Company is unable to confirm receipt of Applicant's fees for the first payment period and the basic usage fees for the initial month of service, the Company shall have no obligation to provide the Service.

Article 9 Scheduled Service Start Date

In the event of the formation of a contract between the Applicant and the Company, the Company shall start service prior to the scheduled date of start of service as notified to the Customer. However, this shall not apply in the event of circumstances beyond the control of the Company.

Article 10 Optional Services

1. In the event the Company receives an application for optional services from the Applicant, the Applicant having first accepted the terms of said optional services, the optional services shall be provided, according to the terms set forth for each service, at the time the Company grants consent. However, this shall not apply in the event any of the conditions in Article 7 apply to the Applicant or the Subscriber.
2. The Company shall provide optional services for the duration of the contract for basic services.

Section 3 Payment

Article 11 Payment of Fees

1. The Subscriber shall remit payment to the Company the following fees for each service: 1) basic fees (monthly or annual); 2) usage fees for optional services; and 3) business processing fees; 4) an initial fee; 5) an observation fee; 6) labor fee and 7) other fees as prescribed by the Company and set forth in terms.
2. Upon acceptance of application, the Applicant shall remit to the Company the initial month usage fee, optional services usage fees, a business processing fee, and initial fee as prescribed by the Company by the date set specified by the Company.
3. In addition to the aforementioned fees, the Subscriber or Applicant shall remit to the Company all necessary consumption taxes imposed on said fees as well as any local consumption taxes.
4. Upon contract formation, the Company may modify fees during the contract term upon notification to the Subscriber according to Article 5, Paragraph 1, when fees for the Service are deemed to be unreasonable due to fluctuations in the price of goods or fluctuations in operational costs incurred in provision of the Service.

Article 12 Calculation of Fees

1. The period during which the Subscriber shall be obligated to remit payment to the Company shall be from the scheduled start date of start of service to the final date of the contract.
2. The basic fee 1) mentioned in Paragraph 1 of the preceding Article shall be calculated monthly according to calendar months. However, the basic fee for the final month of the contract term shall cover through the last day of the final month.
3. In the event the Company acknowledges a pro rata calculation for the basic usage fee 1) mentioned in Paragraph 1 of the preceding Article, the fee shall be calculated by dividing the normal monthly basic fee by the number of days in the month in question.

Article 13 Fee Payment Methods

1. Payment of the monthly fee amount shall be due by the final day of the month preceding the month in which the Company provides the Service to the Subscriber.
2. The Subscriber may select any of the four following methods to remit payments for fees. However, PayPal Payment (as described in part 4 of this section) shall only be made available to Subscribers who are based outside of Japan.
 - 1) Bank Account Remittance
(Payment via remittance into a bank account specified by the Company)
The Subscriber shall bear any remittance fees.
 - 2) Account Debiting
(Payment via automatic debiting of bank account specified by the Subscriber)
Payment will occur on the 27th day of the month (or the next business day when the 27th day of the month is a bank holiday) in which the Company provides the Service to the Subscriber. The Company shall bear any remittance fees.
 - 3) Credit Card Payment
(Payment via charging of credit card specified by the Subscriber)
The credit card transaction date will be decided by Company, but will occur on or after the final day of the month preceding the month in which the Company provides the Service to the Subscriber. The Company shall bear any transaction fees towards the credit card company. In the event of a dispute between the Subscriber and the credit card company, said dispute shall be resolved between those two parties.
 - 4) PayPal Payment
(Payment via transaction service provided by PayPal Pte. Ltd to account specified by Company)
The Company shall bear any transaction fees. In the event of a dispute between the Subscriber and the PayPal, said dispute shall be resolved between those two parties.
3. In the event the Subscriber wishes to change the method of payment, the Subscriber shall request said change to the Company by the 20th day of the month prior to the change. In the event the Company receives Subscriber request after the 21st day of the month prior to the change, the change to the method of payment shall take effect after two months.
4. Regardless of Paragraph 1, the Company may change the payment deadline or method of payment. The Subscriber shall remit payment via the method specified by the Company.
5. The Company may alter the payment deadline and method of payment at any time upon discussion with the Subscriber.

Article 14 Pay-Per-Use

1. In the event data traffic by the Subscriber exceeds the bandwidth utilization amount specified by the Company, the Subscriber shall remit pay-per-use fees for the excess amount to the Company.
2. In the event the CPU, memory, or other usage by the Subscriber exceeds the amount specified by the Company, the Subscriber shall remit pay-per-use fees for the excess amount to the Company.

Article 15 Security Deposits

1. The Company may charge a security deposit to the Applicant or the Subscriber if any of the following apply.
 - (1) The Applicant is applying for a new contract or for renewed usage of the Service that was previously discontinued.
 - (2) The Subscriber has incurred, or is thought to be likely to incur, pay-per-use fees as set forth by the Terms and in comparison to past usage.
 - (3) The Subscriber is late, or is thought to be likely to be late, in remitting payment.
2. The total amount of the aforementioned security deposit shall be the greater of the sum of 12 months of monthly basic usage fees and optional service usage fees or the annual fee. Interest shall not be applied to the security deposit.
3. In the event the Subscriber delays payment or otherwise defaults on obligations, the Company may apply the security deposit as payment. However, the Subscriber cannot demand that the security deposit be applied to fee payments or other obligations.
4. In the event the contract with the Company is ended, the Company shall return the security deposit to the Subscriber net of any unpaid fees or other damages.

Article 16 Additional Fees

1. In the event the Subscriber illegally evades, or attempts to evade, payment, the Subscriber shall additionally remit to the Company 2 times the amount (including consumption tax) of payment and a business processing fee as specified by the Company.
2. In the event the Subscriber falls behind in payment, the Subscriber shall remit a late fee of 14.6% interest (annualized) of the late amount as calculated from next day of the payment deadline to the date of actual payment and a business processing fee as specified by the Company.
3. In the event the Subscriber has several late payments among multiple usage contracts, the Company may allocate payments made in advance to the late payments. However, the Subscriber cannot demand that advance payments be allocated towards payment of obligations for other usage contracts.

Article 17 Consignment of Debt Collection

The Subscriber consents to the consignment of the collection of fees and other obligations to a third party by the Company.

Article 18 Right of Retention

In the event where the Subscriber falls behind in payment, the Company may take hold of Contracted equipment and receive preferential payment from the Subscriber.

Article 19 Refunds

1. Fees remitted to the Company by the Subscriber shall not be refunded for any reason. Further, the Company shall not reallocate fees to any other service.

2. Regardless of the preceding paragraph, in the event the Subscriber was completely unable to use the Service for a continuous period longer than 24 (twenty-four) hours for reasons attributable to the Company, the Company shall refund fees to the Subscriber for the portion of the Service that was unavailable in response to Subscriber request. The amount of fees refunded shall be calculated from the monthly basic fee on a pro rata basis. However, if the Subscriber does not claim a refund within one month of the service becoming unavailable, the Subscriber shall lose the right to claim a refund.
3. The refund claims of the preceding paragraph assume that the usage contract is effective at the time of the claim to the Company. In addition, the Company may offset the basic usage fee obligations with the amount to be refunded to the Subscriber.

Article 20 Company Operations

1. The operations the Company are limited to removing the Contracted equipment from racks, electric power supplies, or Network devices, for a fee, when the Contracted equipment breaks down or the contract ends.
2. Company operations are limited to instructions received from the Subscriber.
3. Notwithstanding the preceding two paragraphs, storage devices and other special equipment are outside the scope of the Company's operations.

Section 4 Force Majeure

Article 21 Repair and Restoration

1. In the event of failure or loss of telecommunications equipment used in the provision of the Service due to natural disasters or other events, the Company may repair and restore the equipment according to the following order of priority, as set forth in the Japan Telecommunications Business Law Article 8 Paragraph 1.
 - (1) Services provided to meteorological organizations, health care institutions, flood prevention agencies, firefighting agencies, disaster relief agencies, police and maritime security agencies, or defense agencies. Services required to secure transport, telecommunications, and electrical power.
 - (2) Services required to supply gas and water. Services provided to election management institutions. Services provided to newspaper companies, broadcasting agencies, or telecommunications firms. Services provided for bank deposits, or to national or local public organizations (other than those described above).
 - (3) Those services determined by the Company as priorities for repair and restoration other than those listed in the two preceding paragraphs.
Those services not falling under the classifications in the three preceding paragraphs.
2. The Company may carry out the following without prior notification, with the objective of repair and restoration per the preceding paragraphs, or for maintenance purposes.
 - (1) Logins to the Subscriber's contracted equipment.
 - (2) Copying of data in contracted equipment.
3. "Restoration" as used in this Article is considered complete when the Company uses alternative contracted equipment and send a notification of equipment reconfiguration to the Subscriber.
4. The Company shall, in principle, carry out repair and restoration operations per this Article within the Company business hours.

Article 22 Limitations on Use of Service

1. The Company may limit use of the Service when Subscriber data traffic volume exceeds bandwidth limits specified by the Company.
2. The Company may limit use of the Service when Subscriber use of CPU, memory, or other resources exceeds limits specified by the Company.

Article 23 Use of DNS Server

1. When the Company provides a Secondary DNS Server to the Subscriber, the Secondary DNS Server sends a zone transfer request to the Primary DNS Server, as defined by the Subscriber, and will keep transferred zone information.
2. The Company may delete the Secondary DNS zone without the consent of the Subscriber when the Primary DNS Server does not respond for 1 month from the zone transfer request of the Secondary DNS Server.

Article 24 Temporary Suspension of Service

1. The Company may temporarily suspend Service to the Subscriber if any of the following apply. Furthermore, Subscriber obligations regarding payment of fees to the Company continue even during the temporary suspension of Service.
 - (4) Payments are not remitted even after payment deadline has passed.
 - (5) The Subscriber is not meeting obligations set forth in Section 5.
 - (6) The Subscriber refuses to undergo examination by the Company even though said refusal is impeding the smooth provision of the Service. Likewise, the Subscriber refuses to take technical measures for improvement deemed necessary for the smooth provision of the Service.
 - (7) The Subscriber has no legal rights, or loses legal rights, and has not submitted an agreement with the signature or seal of a legal representative, etc.
 - (8) In addition to the preceding items, the Subscriber greatly impedes, or is feared will impede, the Company's execution of business or telecommunications equipment by acts violating the terms of this Agreement.
2. In the event of multiple contracts between the Company and the Subscriber, should any of the preceding items apply to the Subscriber, the Company may impose the aforementioned measures in regards to all of said contracts.
3. The Company may restore the provision of Service to the Subscriber in the event the Company determines the aforementioned items have been resolved by the Subscriber.

Article 25 Suspension of Service

The Company may suspend the provision of service in the event of any of the following.

1. Unavoidable maintenance or construction on Company telecommunications equipment.
2. Fear of disclosure of personal information.
3. Changes to location of Service provision.
4. Damages, or fear of damages, to the Subscriber or other third party due to third party intrusion or third party attack on Company telecommunications equipment.
5. Failure or loss of Company telecommunications equipment such that repair or restoration according to Article 18 is not possible.

Article 26 Abolishment of Service

The Company may abolish all or part of the Service according to circumstance. In that event, the Service, or part of the Service, shall cease operation on a date specified by the Company.

Article 27 Notifications to the Subscriber

In the event of enacting measures set forth in the preceding three articles, the Company shall notify the Subscriber of said measures in advance (at least one month in advance for the preceding article). However, this shall not apply in the event of emergency or as circumstances require.

Section 5 Subscriber Obligations

Article 28 Principles of Subscriber Responsibility

In using the Service, the Subscriber shall bear responsibility for the following items.

1. Maintaining the contracted equipment required for using the Service in a condition appropriate for use.
2. Maintaining security to guard against information leaks, unauthorized access, and computer virus infection, depending on the Subscriber environment.
3. Strictly handling the Data Center admission card(s) and passwords, and promptly contacting the Company in the event where the Data Center admission card or passwords are misused by a third party.
4. Resolving disputes that may arise with third parties while using the Service, at Subscriber expense and responsibility.
5. Storing, managing, and backup up Subscriber data.
6. In the event the Service becomes unavailable for use, confirming the contracted equipment has not failed, and notifying the Company of requests for repairs or improvements.
7. Making preparations to connect to the Internet at Subscriber expense and responsibility.
8. Getting permission from the Company for admission to the Data Center before the Subscriber enters the Data Center.
9. Complying with the rules of procedure specified by the Company and the Data Center's admission rules when the Subscriber enters the Data Center
10. Not touching equipment other than that of the Contracted equipment in the same rack.
11. Not disclosing or leaking information of equipment other than the Contracted equipment to a third party.

Article 29 Third Party Oversight

In the event the Subscriber allows third parties to use the Service, the Subscriber shall place third parties under the same obligations, and provide appropriate oversight. When said third parties cause damages to the Company through their actions, the Contractor shall bear joint responsibility with said third parties for compensating the Company for said damages.

Article 30 Minimum Usage Term

1. The minimum usage term of the Service shall be calculated from the month following the start of Service as follows.
 - (1) In the event the Subscriber makes monthly basic usage fee payments, for a term defined by the Company for each service.
 - (2) In the event the Subscriber makes an annual basic usage fee payment, for a term of one year.
2. The Subscriber may not modify services or transfer, etc. rights established in Article 36 during the minimum usage term set forth in the preceding paragraph.

Article 31 Provision of Information

1. The Subscriber shall provide accurate Subscriber information in the method specified by the Company in the use of the Service.
2. In the event of changes to the Subscriber information, the Subscriber shall promptly provide said changes in the method specified by the Company. The Subscriber shall provide documentation verifying changes to Subscriber information in response to requests from the Company.
3. In the event of Subscriber succession of status through mergers or corporate splits, etc., the Subscriber shall promptly notify the Company in the method specified by the Company.

Article 32 End of Support Term

1. With the expiration of hardware and OS and other software support terms, the Subscriber shall move to new versions as specified by the Company.
2. In the event the Subscriber does not move to new versions per the preceding paragraph, the Subscriber acknowledges that the Company cannot support the Subscriber should defects occur, and the Subscriber must respond to said defects at Subscriber expense and responsibility.

Article 33 Transfer of Rights

1. The Subscriber may not transfer, loan, or pledge its status in using the Service, or otherwise use said status as collateral without the prior written consent of the Company. Even where consent is granted, Fees must be paid on time by the Subscriber.
2. In the event of the Company not consenting to the aforementioned transfer of rights, the Company may cancel the usage contract.
3. In the event of the Company consenting to the transfer of rights in Paragraph 1, the transferee shall inherit any and all obligations in the Subscriber's usage contract.
4. Regardless of the above, in the event of the death of an individual Subscriber, the usage contract will be considered as having ended.

Article 34 Prohibited Acts

1. The Subscriber may not do the following, nor anything which is feared may result in the following.
 - (1) Actions which infringe upon copyrights, trademarks, or other intellectual property of the Company or a third party.
 - (2) Actions which damage third party assets, privacy rights, or rights to use a likeness.
 - (3) Actions which unlawfully discriminate against a third party, or encourage slander, defamation or unlawful discrimination against a third party, or which damage the reputation or credibility of a third party.
 - (4) Actions related to crimes such as fraud, the abuse of restricted drugs, child prostitution, the illegal buying and selling of bank accounts and mobile phones, etc.
 - (5) The presentation of still images, video, audio, or text, etc. of obscenity, child pornography or anything equivalent to child abuse, or the sale of recorded media of such content, or the display of advertising for such content.
 - (6) Setting up or soliciting others to pyramid (or Ponzi) schemes.
 - (7) The illegal overwriting or deletion of information stored on the Company's contracted equipment.
 - (8) The use of the Service while impersonating another person.

- (9) Sending or posting viruses or other harmful computer programs.
 - (10) Sending advertisements or solicitation e-mails to others without permission, or sending e-mails that offend conventional societal norms.
 - (11) Actions that damage the use or operation of the telecommunications equipment or internet connectivity equipment of others.
 - (12) Actions that cause others to gamble illegally or soliciting others to participate in gambling.
 - (13) Contracting, brokering, or inviting others to illegal acts (firearms trading, illegal manufacture of explosive devices, provision of child pornography, forgery of official documents, murder, blackmail, etc.).
 - (14) Posting information such as images of murder scenes, images of animal abuse, or other things designed to shock or offend conventional societal norms.
 - (15) Inviting or inciting others to commit suicide or introducing methods of committing suicide that may possibly cause harm to third parties.
 - (16) Actions that violate, or may violate, public election laws.
 - (17) Willfully promoting, or creating links to promote, the above actions.
 - (18) Promoting the posting by unknown individuals of information related to, or which is feared to be related to crimes or illegal acts, or information that unjustly slanders, damages, affronts, or damages the privacy of others.
 - (19) Actions of fraud, violence, or intimidation by means of one's own efforts or third party anti-social movements.
 - (20) Other actions deemed by the Company to be against the public order and morality.
2. In the event the Subscriber carries out any of the aforementioned activities, the Company may take any of the following measures, singly, or in combination, without prior notice. The same shall be true if a third party that has purchased the Service from the Subscriber commits these same acts.
 - (1) Requesting a cessation of the aforementioned actions.
 - (2) Requesting discussions with third parties to resolve complaints.
 - (3) Requesting the deletion of inappropriate information displayed on the Internet that uses the Service.
 - (4) Deleting all or portions of inappropriate information sent or displayed by the Subscriber, or making said information unviewable by third parties.
 - (5) Limiting usage of the service by other means.
 3. In the event the Company receives complaints from third parties, determines operation of the service to be inappropriate, or deems it necessary to take action per the aforementioned paragraph, the Company may do so.

Article 35 Prohibition of Adult Sites

The Subscriber may not use the Service to operate special sex-related businesses as established by sex industry, etc. regulations and laws regarding the rationalization of business (Act No. 122 of July 10, 1948; the "Entertainment Business Law" hereinafter), nor shall it cause third parties to view or use information regarding sex-related businesses as set forth by the Entertainment Business Law.

Article 36 Compliance with the Law

In usage of the Service the Subscriber shall comply with the laws of Japan as well as the local laws (including foreign laws and ordinances) of each region it does business in using the service and in which the Subscriber has an address.

Section 6 Compensation for Damages

Article 37 RESPONSIBILITIES OF THE COMPANY TO COMPENSATE FOR DAMAGES

1. IMMUNITY
 - (1) THE COMPANY SHALL NOT BEAR ANY RESPONSIBILITY TO THE SUBSCRIBER FOR DEFAULTING ON DEBT, ILLEGAL ACTS, OR COMPENSATING DAMAGES IN REGARDS TO DAMAGES IN THE USE OR TERMINATION OF THE SERVICE AS LONG AS THE DAMAGES ARE NOT ATTRIBUTABLE TO THE COMPANY, AND THE COMPANY SHOWS NO GROSS NEGLIGENCE OR ILL INTENT.
 - (2) IN THE EVENT A THIRD PARTY CAUSES DAMAGES TO SUBSCRIBER CONTRACTED EQUIPMENT BY FRAUDULENT METHODS USING COMPANY TELECOMMUNICATIONS EQUIPMENT, THE COMPANY SHALL BEAR NO RESPONSIBILITY TO COMPENSATE THE SUBSCRIBER FOR SAID DAMAGES.
 - (3) IN THE EVENT OF DELETION OR LOSS OF DATA STORED IN TELECOMMUNICATIONS FACILITIES FOR ANY REASON, THE COMPANY SHALL BEAR NO RESPONSIBILITY TO COMPENSATE THE SUBSCRIBER FOR DAMAGES.
 - (4) THE COMPANY SHALL BEAR NO RESPONSIBILITY TO COMPENSATE THE SUBSCRIBER FOR DAMAGES CAUSED BY CALAMITIES, TYPHOONS, EARTHQUAKES, OR OTHER NATURAL DISASTERS, OR THROUGH MEASURES TAKEN BY THE COMPANY PER SECTION 5.
2. EVEN IN THE EVENT THE COMPANY SHALL HAVE A RESPONSIBILITY TO COMPENSATE FOR DAMAGES BASED ON THE FIRST ITEM IN THE PRECEDING PARAGRAPH, THE COMPANY SHALL COMPENSATE THE SUBSCRIBER ONLY FOR A MAXIMUM OF THE MONTHLY USAGE FEE OF EACH SERVICE.
3. THE COMPANY PROVIDES NO WARRANTY, EXPLICIT OR IMPLICIT, THAT THE SERVICE MATCHES THE SPECIFIC PURPOSES OF THE SUBSCRIBER, CONTAINS THE EXPECTED FUNCTIONALITY, COMMODITY VALUE, OR UTILITY, NOR THE COMPLETENESS, RATIONALITY, OR VALIDITY OF THE RESULTS OF THE OPTIONAL SERVICES.

Section 7 End of Contract

Article 38 Contract Termination by the Company

1. In the event any of the following apply to the Subscriber, the Company may immediately terminate the usage contract in whole or in part, without notification to the Subscriber.
 - (1) Any of the items in Article 24 apply to the Subscriber, with no evidence of improvement during the period during which Service is suspended.
 - (2) Notes or checks drawn or underwritten by the Subscriber are not honored.
 - (3) Subscriber credit worsens through forcible executions such as foreclosures, provisional seizures, or temporary injunctions.
 - (4) Subscriber petitions for civil rehabilitation, corporate reorganization, insolvency, voluntary liquidation, or other bankruptcy proceedings.
 - (5) Dissolution or transfer of business operations.

- (6) Any actions set forth in Article 34 (including actions of third parties in the event the Subscriber is reselling Service to a third party).
- (7) It is made clear that any of the items listed in Article 7 apply to the Subscriber after formation of a contract.
- (8) Any other serious incident making it difficult to continue the usage contract.
2. The date of termination of the usage contract shall be set forth by the Company in a notice of termination.
3. The Company shall not lose the right to demand compensation for damages from the Subscriber, even in the event of termination according to this Article.

Article 39 Cancellation by the Subscriber

1. The Subscriber may cancel a usage contract by the Company receipt of a notification of said cancellation from the Subscriber by the last day of the month prior to the month of desired cancellation. However, in the event the Subscriber is behind in remitting payments to the Company, the Subscriber may not cancel a usage contract.
2. The date of cancellation for a usage contract shall be the last day of the month of Subscriber's desired cancellation.
3. In the event of the Subscriber wishing to end a contract within the minimum usage period set forth in Article 30, the Subscriber shall make a lump sum payment of remaining fees for the minimum usage term.
4. Even in the event the Subscriber wishes to extend the cancellation deadline set forth in the first Paragraph or withdraw the termination, these shall not be possible once the date of termination per the preceding Paragraph has passed.

Article 40 Post-Contract Procedural Items

1. The Subscriber shall remove the Contracted equipment and restore it to its original state, before returning it to the Company by the last day of the month in which the contract ends.
2. In the event where the Subscriber does not restore equipment within the terms of the preceding paragraph, the Company may restore equipment to its original state at the Subscriber's cost. In this case, the Subscriber is deemed to waive all property rights of the Contracted equipment and the Company may dispose of such equipment according to the Company's best judgment.
3. In the event of the usage contract ending, for whatever reason, the Company shall bear no responsibility for the return or storage of Subscriber-owned data left within telecommunications facilities, and may delete said data without notification to the Subscriber.
4. The Subscriber must promptly stop use of the Service at the end of the usage contract, regardless of the reason for ending the contract.

Article 41 Renewals

The usage contract shall be automatically renewed with the same terms and conditions according to the terms below so long as the Subscriber does not express a determination to end the usage contract by the last day of the month prior to the final month of the minimum usage term, and the contract shall be renewed in like manner thereafter.

- (1) In the event the Subscriber pays the basic usage fee on a monthly basis, one month.
- (2) In the event the Subscriber pays an annual basic usage fee, one year.

Section 8 Other

Article 42 Handling of Personal Information

1. The Company shall appropriately handle personal information of the Subscriber as below, in accordance with the Company's "Privacy Policy" (found at <http://www.clara.co.jp/policy/>).
 - (1) Usage is permitted only with the scope of the purpose of use.
 - (2) Handling of the data for other than said purpose, or changing the scope of the purpose of use shall be done only after obtaining the agreement of the Subscriber.
 - (3) The Company shall be strict in overseeing the provision of data to employees or third parties.
2. The Company may present personal information of the Subscriber or provide said information to a third party only when any of the following items apply.
 - (1) Said presentation or provision is done in accordance with the law.
 - (2) The Subscriber agrees to said presentation or provision.
 - (3) Debt collection is consigned in accordance with Article 17.
 - (4) Domain name or SSL procedures are carried out for a parent organization.
 - (5) The Company responds to any request for information from courts or public entities.
3. The Subscriber shall voluntarily submit said personal information to the Company, and may not use the Service in whole or in part until it does so.

Article 43 Rejection of Requests

Due to Subscriber requests for changes in settings being technically difficult, etc., the Company may reject Subscriber requests that have the likelihood of causing damage to company operations.

Article 44 Governing Law and Jurisdiction

1. Japanese law shall be applied to the formation, effectiveness, implementation, and interpretation of this Agreement.
2. In the event of disputes arising from this Agreement, the Tokyo District Court shall have exclusive jurisdiction of the first instance.

Article 45 Good Faith Discussions

In the event of differences of interpretation of the terms and conditions of this Agreement, items not set forth in this Agreement shall be discussed between the Company and the Subscriber and resolved in good faith.

Supplementary Provisions

Effective Date

This Agreement is effective as of February 9, 2009.

This revised Agreement is effective as of June 13, 2011.

This revised Agreement is effective as of April 3, 2013.

This newly revised Agreement is effective as of April 10, 2014.