

【Un-authentic Translation】

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Terms and Conditions of Agreement and Tariff for Dedicated Line Service

April 27, 2015

Marunouchi Direct Access Ltd.



Article 1 Handling Rules

Marunouchi Direct Access Ltd. (the “Company”) sets forth these terms and conditions (these “Conditions”) and the tariff (the “Tariff”), and hereunder provides the dedicated line service, in accordance with the Telecommunications Business Law (Law No. 86 of 1984; the “Business Law”) and other laws and regulations.

Article 2 Changes to Conditions

The Company may amend these Conditions. In such case, the terms and conditions for provision of service will be in accordance with the amended Conditions.

Article 3 Definition of Terms

The following terms have the corresponding meanings in these Conditions.

Term	Definition
Optical Fiber Provision Service	Dedicate line service by leasing optical fiber possessed by the Company.
User	An entity who uses the Company’s Optical Fiber Provision Service.
MDA Data Center	The Company’s communication facilities (Marunouchi Data Center and Otemachi Data Center).
MDA Data Center CTF	An optical fiber termination frame installed in the MDA Data Center. *CTF: Cable Termination Frame
Connected Building	Buildings, such as office buildings, which the Company has connected optical fiber to.
PT Cabinet	The first termination cabinet in the Connected Building. Generally, installed in a building’s MDF room (communications equipment room). *PT: Premise Termination *MDF: Main Distribution Frame
PD Cabinet	The termination cabinet for the Vertical Optical Fiber branching in buildings. Generally, installed in a shaft in the common area of a building. *PD: Premise Distribution
Optical Fiber Between Buildings	The section of optical fiber provided by the Company, between the MDA Data Center CTF as the start point and the PT Cabinet as the end point.

Vertical Optical Fiber Within Buildings	The section of optical fiber provided by the Company between the PT Cabinet as the start point and the PD Cabinet as the end point.
Optical Fiber Between MDA Data Centers	The section of optical fiber provided by the Company with one MDA Data Center CTF as the start point and another MDA Data Center CTF as the end point (a type of Optical Fiber Between Buildings).
Other Company Connection Line	Telecommunications lines of telecommunications carriers other than the Company that are connected to the Company's optical fiber.
Horizontal Access Line in Connected Building	Optical fiber cable that the User connects from the PT Cabinet or PD Cabinet to the User's premises.
User's Facilities	Facilities installed by the User to use the Company's Optical Fiber Provision Service, such as the Horizontal Access Line in Connected Building and transmission equipment.
Data Center Cables	Optical fiber cable from the MDA Data Center CTF to the User's rack and from one CTF to another CTF (jumper).

Article 4 Service Provision Configuration

4.1 The Company provides the Optical Fiber Provision Service in the area set forth separately.

4.2 The Optical Fiber Provision Service comprises three components: the Optical Fiber Between Buildings provision service, the Vertical Optical Fiber Within Buildings provision service, and the Optical Fiber Between MDA Data Centers provision service. The provision configuration is categorized into the following seven types described in Exhibit 1 based on a combination of these three components.

(1) Provision of Optical Fiber Between Buildings

Start point: MDA Data Center CTF

End point: PT Cabinet in the Connected Building

(2) Provision of Vertical Optical Fiber Within Buildings

Start point: PT Cabinet in the Connected Building

End point: PD Cabinet in the Connected Building

(3) Provision of set comprising Optical Fiber Between Buildings and Vertical Optical Fiber Within Buildings

Start point: MDA Data Center CTF

End point: PD Cabinet in the Connected Building

- (4) Provision of Optical Fiber Between Buildings connecting two sections
Start point: PT Cabinet or PD Cabinet in one Connected Building
End point: PT Cabinet or PD Cabinet in another Connected Building
- (5) Provision of Optical Fiber Between MDA Data Centers
Start point: one MDA Data Center CTF
End point: another MDA Data Center CTF
- (6) Provision of connection between Optical Fiber Between Buildings and Optical Fiber Between MDA Data Centers
Start point: MDA Data Center CTF
End point: PT Cabinet or PD Cabinet in the Connected Building
- (7) Provision of connection between two sections of Optical Fiber Between Buildings and Optical Fiber Between MDA Data Centers
Start point: PT Cabinet or PD Cabinet in one Connected Building
End point: PT Cabinet or PD Cabinet in another Connected Building

4.3 If multiple PD Cabinets have been installed in the Connected Building, the User shall select the most appropriate PD Cabinet as the start point or end point.

Article 5 Application and Approval

- 5.1 If the User wishes to commence use of the Optical Fiber Provision Service, the User shall submit to the Company an optical fiber connection application (“Connection Application”) detailing the section the User wishes to use, the number of fiber cores, the date the User wishes to commence the use, and other details.
- 5.2 When the User makes its first Connection Application to the Company, the User shall pay the registration fee set forth in the Tariff, and the consumption tax thereon, in accordance with the Company’s invoice.
- 5.3 The User may make a Connection Application in units of one core.
- 5.4 The Company will judge the possibility to provide the service based on the Connection Application submitted by the User. If provision is possible, the Company will perform actions such as assignment of a fiber-core ID number, and issue an optical fiber connection approval form to the User.
- 5.5 The Company will set the base date for calculation of the charges under Article 10 as the later of (i) the requested date for commencement of use entered in the Connection Application or (ii) the date on which the Company has completed the corresponding deployment.

Article 6 Termination Application

- 6.1 If the User wishes to terminate use of the Optical Fiber Provision Service, the User shall submit to the Company an optical fiber termination application specifying the section the User wishes to terminate, the fiber-core ID numbers subject to termination, the date the User wishes to terminate the use, and other details.
- 6.2 The User must submit the termination application at least one month before the date the User wishes to terminate the use.
- 6.3 The User may not apply for termination of use of core that it has used for less than one year since commencement; provided, however, that the User may terminate use of the core if the User pays the usage charge for the remaining part of the year in a lump sum.

Article 7 Assignment of Right to Use

- 7.1 Assignment by the User of the right to use the Optical Fiber Provision Service (meaning the right to receive the Optical Fiber Provision Service which the User commenced in accordance with the procedures under Article 5) will not take effect without the Company's approval.
- 7.2 If the User has assigned the right to use the Optical Fiber Provision Service, the assignee shall succeed all the rights and obligations of the User.

Article 8 Change in Sections

If the end point in the Connected Building of the Optical Fiber Provision Service is within the same building, the User may change the sections that use the Optical Fiber Provision Service; provided, however, that in such case, the User shall pay the same connection work fee as when a new application is made.

Article 9 Connection to Other Company Connection Line

- 9.1 If the User has made a request to connect to an Other Company Connection Line, the Company will judge the possibility for connection.. If a connection is possible, the Company will connect the User to the designated Other Company Connection Line.
- 9.2 Regarding the preceding paragraph, there may be cases where use of the Other Company Connection Line is restricted or connection is impossible due to circumstances on the part of the provider of the Other Connection Line.

Article 10 Monthly Usage Charge

- 10.1 The Company sets forth the monthly usage charges in the Tariff that corresponds to the provision configurations in Subparagraphs (1) through (7) of Article 4.2.

- 10.2 The User shall pay the monthly usage charge calculated based on the unit price set forth in the Tariff and the consumption tax thereon by the end of the month immediately following the month in which the User used the service, in accordance with the Company's invoice.
- 10.3 The monthly usage charge is calculated at the rate of 1/30th of the monthly usage charge per day for any part of a whole month if the use commences or terminates part way through the month.
- 10.4 In the case where the Optical Fiber Provision Service cannot be provided (including the case where the service is significantly impeded to the same extent as the service being unusable) due to reasons attributable to the Company or due to a restriction in use of the Other Company Connection Line based on the provisions of Article 9.2, the User is not required to pay the usage charge for the time that usage was impossible or the part that could not be used. In such case, the amount not to be charged will be calculated at the rate of 1/720th of the monthly usage charge per hour. If the usage charge for that time or part has already been paid, the Company will refund the amount to the User accordingly.

Article 11 Connection Work Cost

- 11.1 The Company sets forth in the Tariff the connection work cost that corresponds to the provision configuration provided in Subparagraphs (1) through (7) of in Article 4.2.
- 11.2 The User shall pay the connection work cost calculated based on the unit price set forth in the Tariff and the consumption tax thereon by the end of the month immediately following the month in which the connection work was completed, in accordance with the Company's invoice.

Article 12 Surcharge

If the User unlawfully avoids payment of the monthly usage charge or connection work cost, the User shall pay, in addition to the unpaid amount, an amount equivalent to two times the unpaid amount (excluding the consumption tax) and the consumption tax thereon.

Article 13 Default Interest

If the User does not pay the monthly usage charge or other amounts (excluding default interest) that have become due and payable, the User shall pay to the Company as default interest an amount calculated at a rate of 14.5% per annum for the period from the date immediately following the due date of the payment until the day immediately preceding the actual payment date.

Article 14 Technical Terms and Conditions

- 14.1 The Company sets forth the specifications of the optical fiber used for the Optical Fiber

Provision Service and the demarcation points of the Optical Fiber Provision Service provided by the Company (MDA Data Center CTF or PT Cabinet or PD Cabinet in the Connected Building) in Exhibit 2.

- 14.2 Upon agreement with the User, the Company may provide the Optical Fiber Provision Service with optical fiber specifications and demarcation points other than those provided in the preceding paragraph.

Article 15 Connection and Disconnection at PT Cabinet and PD Cabinet

- 15.1 When the User commences or terminates use of the Optical Fiber Provision Service, the User shall itself connect or disconnect the Horizontal Access Line in the Connected Building at the PT Cabinet or PD Cabinet in the Connected Building.
- 15.2 The Company shall attend in the case provided in the preceding paragraph. If such attendance falls under any of the following items, the User shall pay an amount equivalent to the actual expense of attendance, in accordance with the Company's invoice:
- (A) If the timing of the attendance is nighttime or is not on a business day of the Company, due to reasons on the part of the User;
 - (B) If the date of the attendance falls two months or more after the initial requested commencement date (the date the User wishes to commence use) due to reasons on the part of the User; or
 - (C) If the attendance takes a long time or attendance two or more times is required, due to reasons on the part of the User.
- 15.3 The Company will attend as required in accordance with a request from the User in cases other than those in Article 15.1 and 15.2. If the reason for attendance is entirely attributable to the User, the User shall pay an amount equivalent to the actual expense of attendance in accordance with the Company's invoice.

Article 16 Maintenance

- 16.1 If the User is unable to use the Optical Fiber Provision Service, the User shall confirm that there is no malfunction in the User's Facilities, and then request that the Company attend and conduct tests, etc. If the reason for attendance and conducting tests, etc. is entirely attributable to the User, the User shall pay an amount equivalent to the actual expense of the Company, in accordance with the Company's invoice.
- 16.2 If the Company becomes aware that the optical fiber provided by the Company is not performing properly, or the optical fiber is destroyed, the Company will promptly restore the facilities.
- 16.3 The Company provides the details of the maintenance and management of the Optical

Fiber Provision Service separately in the MDA Optical Fiber Use Maintenance and Operation Handbook.

Article 17 Responsibility to Maintain User's Facilities and Removal at Time of Termination

- 17.1 The User shall install, use, or remove the User's Facilities in conformity with the technical standards so as not to damage the Company's facilities.
- 17.2 If the User damages the Company's facilities in breach of the preceding paragraph, the User shall pay to the Company the work costs required for repair and other costs incurred by the Company, by the date designated by the Company.
- 17.3 If the User terminates use of the Optical Fiber Provision Service, the User shall remove the Horizontal Access Line in the Connected Building at its own expense in accordance with the instructions of the building manager.

Article 18 Compensation for Damage, etc.

- 18.1 In the case where the Optical Fiber Provision Service cannot be provided (including the case where the service is significantly impeded to the same extent as the service being unusable) for reasons attributable to the Company, the Company will compensate the User for its damages up to a maximum amount of one month's monthly usage charge for the part that could not be used.
- 18.2 If the User's Facilities, etc. relating to the User are damaged in the installation, removal or restoration work for the facilities related to the Optical Fiber Provision Service, the Company will compensate the User to the extent of the physical damage; provided, however, that the Company bears no liability for unavoidable damage.

Article 19 Natural Disaster, etc.

If all or part of the property provided in the Optical Fiber Provision Service is damaged or destroyed due to a natural disaster or any other reason that is not attributable to the Company or the User, neither the Company nor the User shall bear liability for the damage incurred by the other party.

Article 20 Relocation, etc.

- 20.1 If the Optical Fiber Provision Service will be temporarily unusable due to planned relocation work, etc. implemented by the Company, the Company will notify the User in writing in advance, and carry out such work following consultations with regard to the schedule.
- 20.2 If the Company is requested to relocate or remove its outside plant by the owner of any land, building or cable tunnel or the road administrator, the Company will notify the User

in writing in advance, and may make the Optical Fiber Provision Service temporarily unusable, or terminate the Optical Fiber Provision Service.

Article 21 Suspension of Use, etc.

21.1 If either of the following items applies to the User, the Company may give a written demand setting a cure period, and then suspend use of the Optical Fiber Provision Service:

- (1) If the User does not pay a monthly usage charge or other amount which is due and payable even after demand by the Company; or
- (2) In addition to the preceding subparagraph, if the User intentionally or negligently impedes the Company's services significantly.

21.2 If the User does not resolve the issue even after suspension of use in accordance with Article 21.1, the Company may terminate use of the Optical Fiber Provision Service.

21.3 If the User objects to the demand in Article 21.1, the User shall immediately notify the Company to that effect in writing and request consultation.

21.4 If the issue set forth in Article 21.1 has been resolved, the Company will immediately cancel the suspension of use.

21.5 If the User has incurred damage due to suspension of use under Article 21.1, the User may not claim compensation for damage against the Company.

21.6 Notwithstanding the preceding five paragraphs, if a natural disaster or other state of emergency arises, or is likely to arise, or if suspension of use is urgent and unavoidable for preservation, etc. of the facilities installed by the Company, the Company may suspend use of the Optical Fiber Provision Service without any notice; provided, however, that in such case, the Company will notify the User immediately after the suspension is made.

Article 22 Inspection

The Company will provide for inspection any matter set out by the Company separately as per these Conditions.

Supplementary Provisions

Effective Date

These Conditions are effective from September 1, 2003.

Supplementary Provisions

Effective Date

These revised provisions are effective from April 27, 2015.

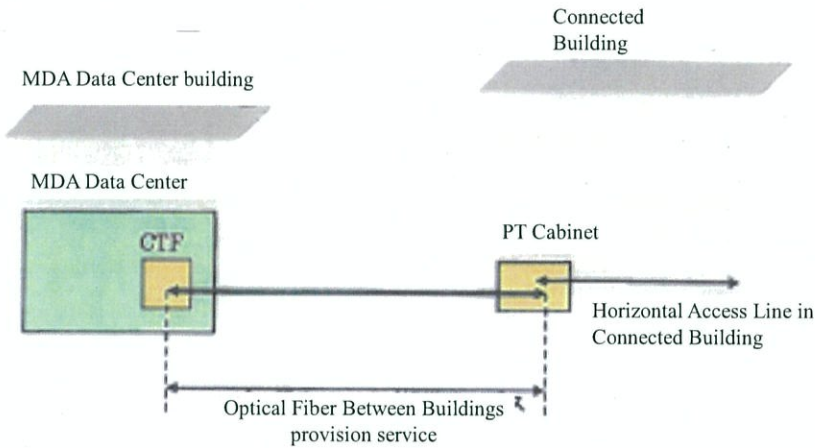
Exhibit 1

■ Provision Configuration of Optical Fiber Provision Service

(1) Provision of Optical Fiber Between Buildings

Start point: MDA Data Center CTF

End point: PT Cabinet in the Connected Building

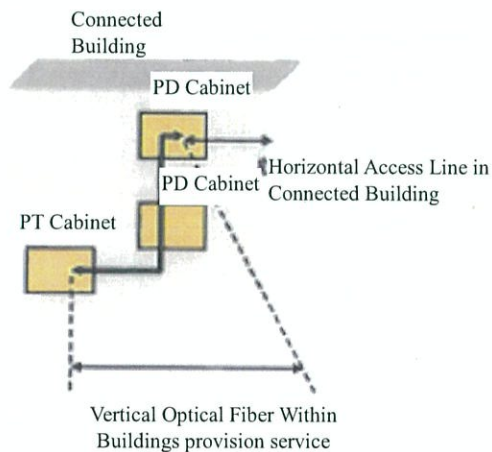


This configuration includes cases where the MDA Data Center and the PT Cabinet in the Connected Building are in the same building.

(2) Provision of Vertical Optical Fiber Within Buildings

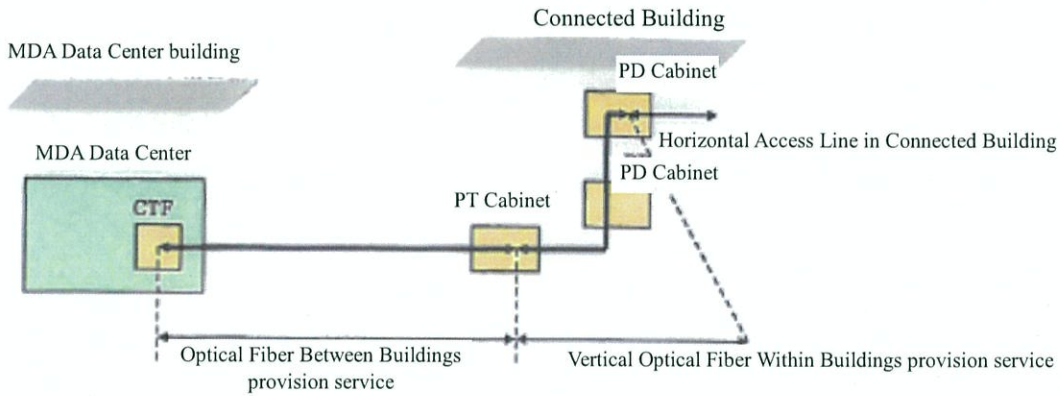
Start point: PT Cabinet in the Connected Building

End point: PD Cabinet in the Connected Building (same building as start point)



(3) Provision of set comprising Optical Fiber Between Buildings and Vertical Optical Fiber Within Buildings

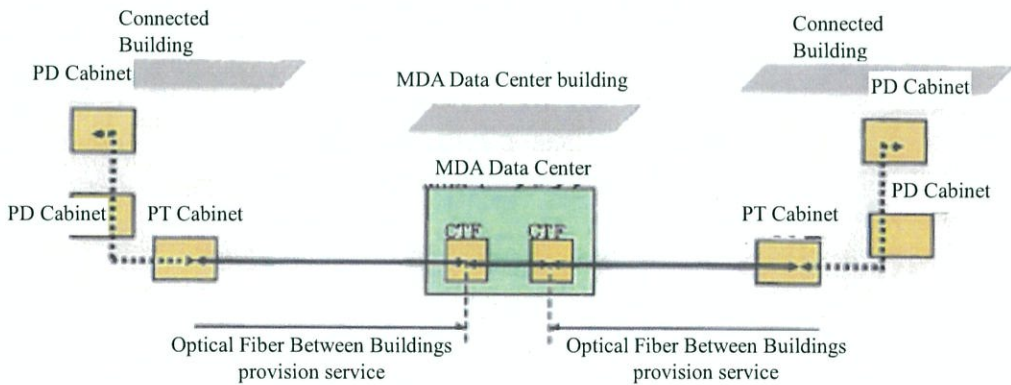
Start point: MDA Data Center CTF
 End point: PD Cabinet in the Connected Building



This configuration includes cases where the MDA Data Center and the PT Cabinet and PD Cabinet in the Connected Building are in the same building.

(4) Provision of Optical Fiber Between Buildings connecting two sections

Start point: PT Cabinet or PD Cabinet in one Connected Building
 End point: PT Cabinet or PD Cabinet in another Connected Building

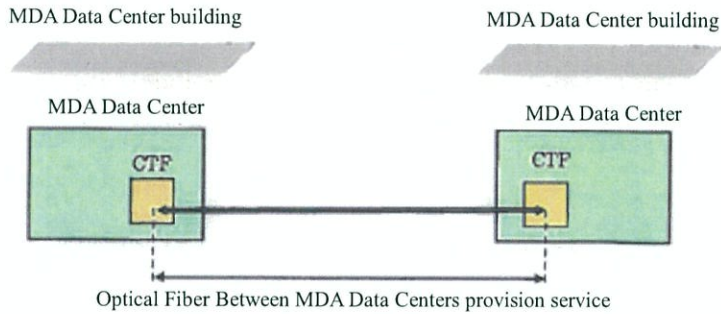


This configuration includes cases where the MDA Data Center and the PT Cabinet and PD Cabinet in the Connected Building are in the same building. This configuration also includes cases where it is provided as a set with the provision of Vertical Optical Fiber Within Buildings in each of the Connected Buildings.

(5) Provision of Optical Fiber Between MDA Data Centers

Start point: one MDA Data Center CTF

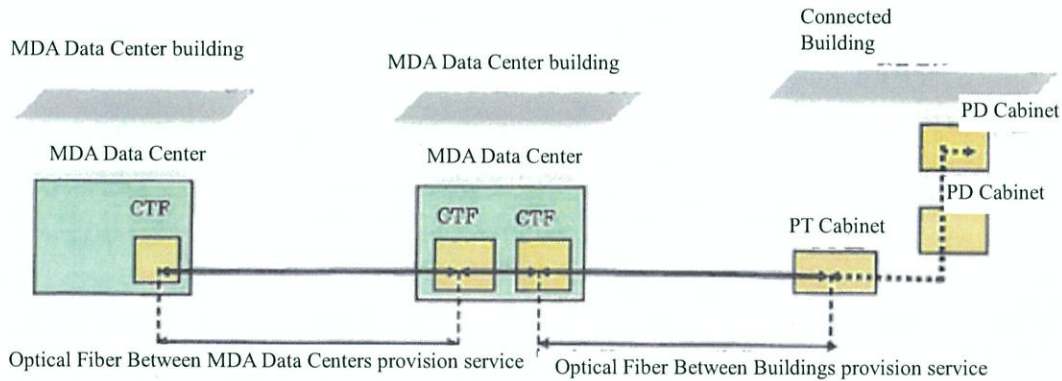
End point: another MDA Data Center CTF



(6) Provision of connection between Optical Fiber Between Buildings and Optical Fiber Between MDA Data Centers

Start point: MDA Data Center CTF

End point: PT Cabinet or PD Cabinet in the Connected Building

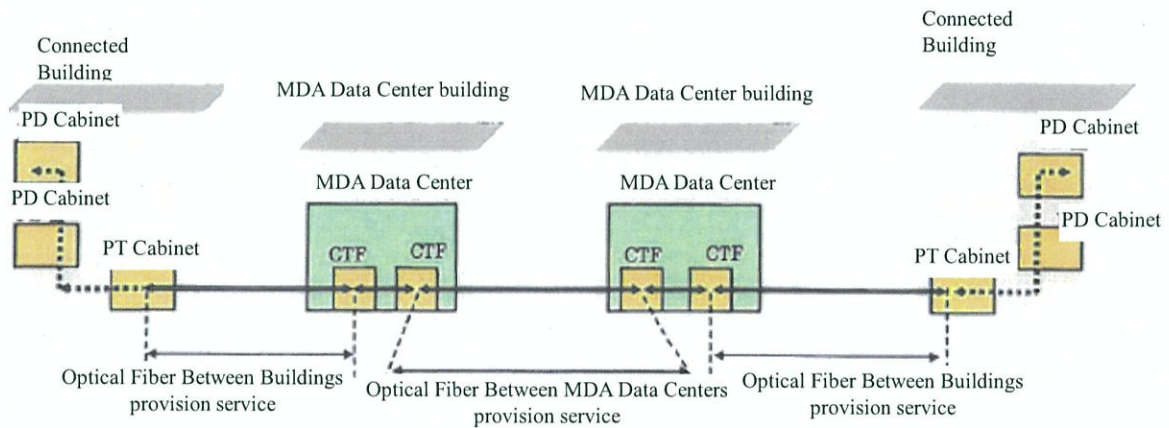


This configuration includes cases where the MDA Data Center and the PT Cabinet and PD Cabinet in the Connected Building are in the same building. This configuration also includes cases where it is provided as a set with the provision of Vertical Optical Fiber Within Buildings in the Connected Building.

(7) Provision of connection between two sections of Optical Fiber Between Buildings and Optical Fiber Between MDA Data Centers

Start point: PT Cabinet or PD Cabinet in one Connected Building

End point: PT Cabinet or PD Cabinet in another Connected Building



This configuration includes cases where the MDA Data Center and the PT Cabinet and PD Cabinet in the Connected Building are in the same building. This configuration also includes cases where it is provided as a set with the provision of Vertical Optical Fiber Within Buildings in each of the Connected Buildings.

■ Technical Requirements

(1) Optical fiber specifications

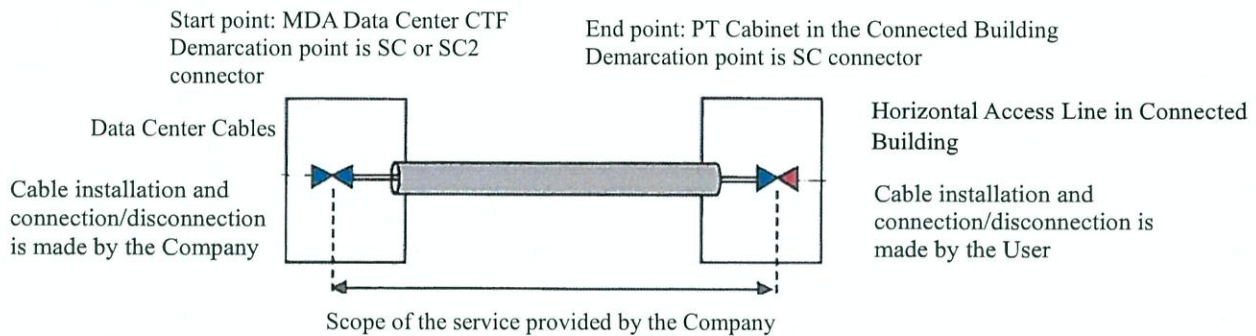
Single mode fiber (complying with International Standards ITU-T G.652, compatible with wavelength 1,310 nm, 1,550 nm)

(2) Optical fiber connector

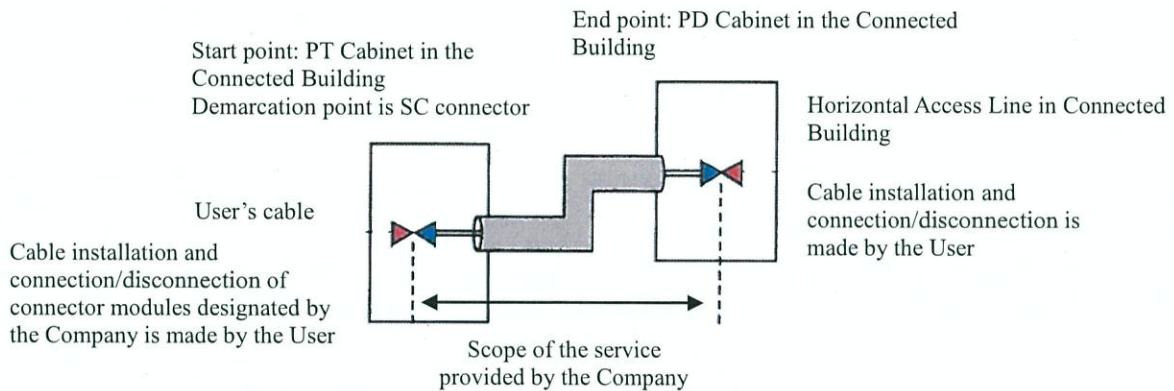
SC connector (complying with JIS Standard C5973)

(3) Demarcation points

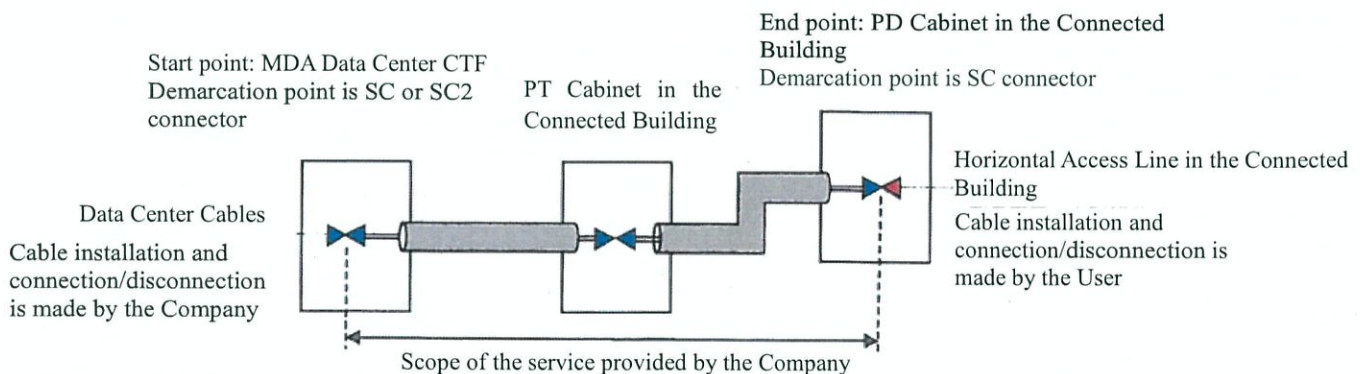
(i) MDA Data Center CTF ~ PT Cabinet in Connected Building



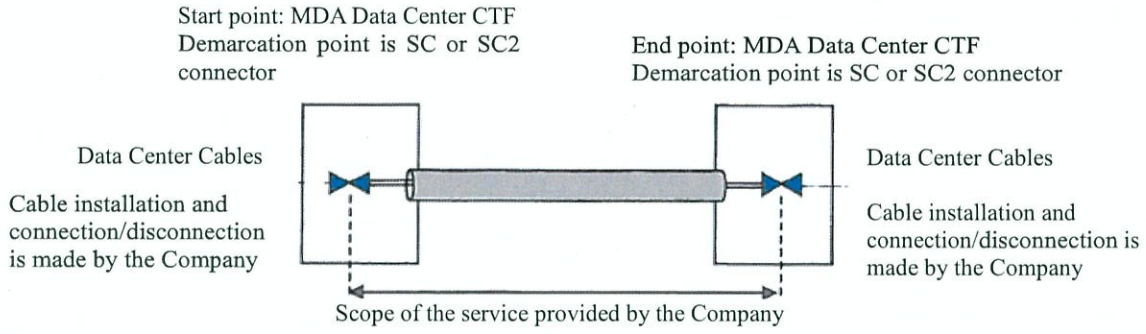
(ii) PT Cabinet in Connected Building ~ PD Cabinet in Connected Building



(iii) MDA Data Center CTF ~ PD Cabinet in Connected Building



(iv) MDA Data Center CTF ~ another MDA Data Center CTF



Tariff for Dedicated Line Service

■ Registration Fee

The registration fee to be paid by the User at the time of the first application for connection is 100,000 yen.

■ Monthly Usage Charge

(1) Provision of Optical Fiber Between Buildings

12,500 yen a month per core per section

If the PT Cabinet in the Connected Building is in the same building as the Marunouchi data center, the charge is 1,500 yen a month per core per section.

(2) Provision of Vertical Fiber Within Buildings

1,500 yen a month per core per section

(3) Provision of set comprising Optical Fiber Between Buildings and Vertical Optical Fiber Within Buildings

The usage charge for the Optical Fiber Between Buildings is calculated in accordance with (1) above, and the usage charge for the Vertical Optical Fiber Within Buildings is calculated in accordance with (2) above, and the total thereof is applied.

(4) Provision of Optical Fiber Between Buildings connecting two sections

The usage charge for each section (building) is calculated in accordance with (1) or (3) above, and the total thereof is applied.

(5) Provision of Optical Fiber Between MDA Data Centers

12,500 yen a month per core per section

(6) Provision of connection between Optical Fiber Between Buildings and Optical Fiber Between MDA Data Centers

The usage charge for the Optical Fiber Between MDA Data Centers is calculated in accordance with (5) above, and the usage charge for the Optical Fiber Between Buildings is calculated in accordance with (1) or (3) above, and the total thereof is applied.

(7) Provision of connection between two sections of Optical Fiber Between Buildings and Optical Fiber Between MDA Data Centers

The usage charge for the Optical Fiber Between MDA Data Centers is calculated in accordance with (5) above, and the usage charge for the Optical Fiber Between Buildings is calculated in accordance with (1) or (3) above for each section (between buildings), and the total thereof is applied.

■ Connection Work Cost (per section)

(A) Provision of Optical Fiber Between Buildings

(Unit: yen)

No. of simultaneously connected lines (*)	1 line	2 lines	3 lines	4 lines	5 lines	6 lines	7 lines	8 lines
Connection Work Fee	200,000	200,000	280,000	280,000	360,000	360,000	440,000	440,000

* No. of simultaneously connected lines means the number of core that have the same date the User wishes to commence use and the same start and end points. If the No. of simultaneously connected lines exceeds eight, the Company will quote the cost to the User separately.

(B) Provision of Vertical Optical Fiber Within Buildings

(Unit: yen)

No. of simultaneously connected lines (*)	1 line	2 lines	3 lines	4 lines	5 lines	6 lines	7 lines	8 lines
Connection Work Fee	240,000	240,000	480,000	480,000	720,000	720,000	960,000	960,000

* No. of simultaneously connected lines means the number of core that have the same date the User wishes to commence use and the same start and end points. If the No. of simultaneously connected lines exceeds eight, the Company will quote the cost to the User separately.

(C) Provision of set of Optical Fiber Between Buildings and Vertical Optical Fiber Within Buildings

(Unit: yen)

No. of simultaneously connected lines (*)	1 line	2 lines	3 lines	4 lines	5 lines	6 lines	7 lines	8 lines
Connection Work Fee	200,000	200,000	280,000	280,000	360,000	360,000	440,000	440,000

* No. of simultaneously connected lines means the number of core that have the same date the User wishes to commence use and the same start and end points. If the No. of simultaneously connected lines exceeds eight, the Company will quote the cost to the User separately.

(D) Provision of Optical Fiber Between MDA Data Centers

(Unit: yen)

No. of simultaneously connected lines (*)	1 line	2 lines	3 lines	4 lines	5 lines	6 lines	7 lines	8 lines
Connection Work Fee	200,000	200,000	280,000	280,000	360,000	360,000	440,000	440,000

* No. of simultaneously connected lines means the number of core that have the same date the User wishes to commence use and the same start and end points. If the No. of simultaneously connected lines exceeds eight, the Company will quote the cost to the User separately.

■ Jumpering Cost

If it is necessary to connect from a CTF to another CTF in the MDA Data Center with a cable (jumper cable) in order to connect optical fibers of two sections(*), the User shall apply at the same time as applying for the Optical Fiber Provision Service, and include a statement to that effect in the Connection Application. The installation cost is 10,000 yen per core(1 jumper).

(*) Optical fiber between two sections means:

- (i) Optical Fiber Between Buildings for two sections; or
- (ii) Optical Fiber Between Buildings and Optical Fiber Between MDA Data Centers.

Supplementary Provisions

Effective Date

This notification fee table is effective from September 1, 2003.

Supplementary Provisions

Effective Date

These revised provisions are effective from April 27, 2015.