

INTERNET GATEWAY SERVICE - STANDARD TERMS AND CONDITIONS

For Services in Japan

NTT Communications Corporation and Affiliates

CHAPTER 1 GENERAL PROVISIONS

ARTICLE 1 APPLICATION OF STANDARD TERMS AND CONDITIONS

The Provider provides "Internet Gateway Services" pursuant to (i) these "Internet Gateway Contractual Standard terms and conditions" established under Constitution of the ITU (Convention no. 2 of 1995) , Convention of the ITU (Convention no. 3 of 1995) , ITU Regulation (the Ministry of Public Management, Home Affairs, Posts and Telecommunications Proclamation no. 408 of June, 1990) , Article 31 and 31-4 of the Telecommunications Business Law (Law no. 86 of 1974, hereinafter referred to as the "Law"), (ii) Price List filed with the Ministry of Public Management, Home Affairs, Posts and Telecommunications for Internet Gateway Services pursuant to Article 31(1) of the Law (hereinafter referred to as the "Price List"), and (iii) the other rules prescribed by the Provider with respect to (X) the matters set forth in Article 21-2 of the Telecommunications Business Law Enforcement Regulations (the Ministry of Public Management, Home Affairs, Posts and Telecommunications Ordinance no. 25 of 1985, hereinafter referred to as "the Enforcement Regulations") and (Y) the prices set forth in Article 19-2 of the Enforcement Regulations.

* The Provider shall herein provide Incidental Services for Internet Gateway Services (hereinafter referred to as the "Incidental Service").

ARTICLE 2 AMENDMENT OF STANDARD TERMS AND CONDITIONS

The Provider may amend these Standard Terms and Conditions from time to time. In that event, the prices and other terms of provision of the service shall be in accordance with the Standard Terms and Conditions as amended.

ARTICLE 3 DEFINITIONS OF TERMS

In these Standard Terms and Conditions, the following terms shall have the following meanings.

Term	Meaning
1 Provider	NTT Communications Corporation and Affiliates
2 Telecommunications Equipment	Machinery, apparatus, circuits and other electronic equipment used for telecommunications
3 Telecommunications Services	To mediate communications between other persons by using Telecommunications Equipment or otherwise supply Telecommunications Equipment for use in communications between other persons
4 Internet Gateway Network	Telecommunications circuit equipment for carrying out transmission and exchange of signals using internet protocols with the principal objective of connection to the internet network (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)
5 Internet Gateway Services	Telecommunications Services using the Internet Gateway Network
6 Internet Gateway Service Station	(1) Stations of the Provider which carry on the business of Internet Gateway Services (2) Stations which carry on contract affairs of Internet Gateway Service according to a commitment from the Provider (The Address of the station) (Tokyo) NTT Otemachi Bldg 2-3-5 Otemachi, Chiyoda-ku, Tokyo 100-0004 (Osaka) Fast Bldg Telepark Doujima 3-1-59 Doujima Kita-ku Osaka 530-0003
7 Assigned Internet Gateway Service Station	Stations which carry on contract affairs of the Internet Gateway Service for a particular Customer.
8 Internet Gateway Agreement	Agreement for the provision of Internet Gateway Services from the Provider
9 Customer	A person who has entered into an Internet Gateway Agreement with the Provider
10 Service Interconnection Point	An Interconnection Point between Internet Gateway Network and Connection Subscriber Line
11 Interconnection Point	An Interconnection Point for Telecommunications Equipment interconnected under an Interconnection Agreement (which herein refers to an agreement entered into by the Provider with another telecommunications service provider with respect to the interconnection of Telecommunication Equipment pursuant to the provisions of Article 38-2(7) or (9), or Article 38-4(1), (4) or (5) of the Law) between the Provider and another Class 1 Telecommunications Service Provider (which herein refers to a person who has obtained a license under Article 9(1) of the Law) or a Class 2 Telecommunications Service Provider (which herein refers to a person who has made a filing under Article 22(1) of the Law or has been registered under Article 24(1) of the Law)
12 Customer Circuits	Telecommunications Circuits (excluding Telecommunications Circuits between Service Interconnection Points or between Interconnection Points) set up between pieces of Switching Equipment installed in an Internet Gateway Service Station and the location where the Switching Equipment is

	installed in an Internet Gateway Service Station designated by the Provider, in accordance with the Internet Gateway Agreement
13 Connection Subscriber Line	Telecommunications Equipment installed by the Provider interconnected with the Internet Gateway Network (Limited to those prescribed in note 12-2)
14 Interconnecting Service Provider	A Class 1 Telecommunications Service Provider or a Class 2 Telecommunications Service Provider who has entered into an Interconnection Agreement with the Provider
15 Customer Port	Telecommunications Equipment installed by the Provider for the purpose of accommodating Connection Subscriber Line
16 Terminal Equipment	Telecommunications Equipment 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
17 Autonomous Terminal Equipment	Terminal Equipment installed by a person other than the Provider
18 Autonomous Telecommunications Equipment	Telecommunications Equipment other than Terminal Equipment, installed by a person other than a Class 1 Telecommunications Service Provider
19 Technical Standards	Terminal Equipment Regulation (the Ministry of Public Management, Home Affairs, Posts and Telecommunications Ordinance no. 31 of 1985) and Technical Conditions for Connecting Terminal Equipment (hereinafter referred to as "Technical Conditions")
20 Consumption Tax Equivalent Amount	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

ARTICLE 4 RESTRICITONS ON OPERATIONS IN FOREIGN COUNTRIES

The operation, connection, etc. of Internet Gateway Services may be restricted by foreign law or regulations, contractual standard terms and conditions prescribed by foreign telecommunications service providers, etc.

CHAPTER 2 TYPES OF INTERNET GATEWAY SERVICES, ETC.

ARTICLE 5 TYPES OF INTERNET GATEWAY SERVICES

The Internet Gateway Service consists of the following types:

Type	Details
Type I Internet Gateway Service	Internet Gateway Service provided by interconnecting with Connection Subscriber Line
Type II Internet Gateway Service	Internet Gateway Service provided by installing the Customer Circuits

ARTICLE 6 CLASSIFICATIONS AND ITEMS OF INTERNET GATEWAY SERVICES

Classification and Items of Internet Gateway Service are separately prescribed in Price List no. 1.

CHAPTER 3 SERVICE ZONES

ARTICLE 7 SERVICE ZONES, ETC.

1. The Provider shall provide its Internet Gateway Services within the service areas separately prescribed in NOTE 1.
2. At Internet Gateway Service Stations designated by the Provider, the Provider shall make available for perusal the locations of Service Interconnection Points.
3. The Provider may change the locations of the Service Interconnection Points when there are other serious obstacles to the performance of the Provider's business.

CHAPTER 4 AGREEMENTS, ETC.

ARTICLE 8 AGREEMENT UNIT

The Provider shall enter into one Internet Gateway Agreement for each Customer Circuit or each Connection Subscriber Line. There shall be only one Customer per agreement.

ARTICLE 8-2 CUSTOMER CIRCUITS TERMINATION

The Provider shall install a demarcation board, etc. in the Internet Gateway Service Station to terminate the Customer Circuits.

ARTICLE 9 PROCEDURES FOR SUBSCRIPTION FOR AGREEMENT

1. A person wishing to subscribe for an Internet Gateway Agreement with the Provider shall submit the designated subscription form containing the following items to the Stations which carry on the contract affairs of the Internet Gateway Service:
 - (1) Name or trade name and address of the subscriber
 - (2) The item(s) of the Internet Gateway Service
 - (3) Other items required for the provision of the Internet Gateway Service.
2. The Customer shall provide the Provider with the technical information which the Provider shall need for provisioning and for the customer care by the format separately stipulated by the Provider along with the subscription form prescribed in the preceding paragraph.

The format shall be stipulated in Global IP Network Service Sales, Provisioning and Maintenance Manual.

ARTICLE 10 ACCEPTANCE OF SUBSCRIPTION FOR AGREEMENT

1. If the Provider accepts a subscription, the Provider shall accept in order of receipt and notify the subscriber of its acceptance by the acceptance form.
2. When a subscription is to be accepted, the Provider shall consult with the subscriber to determine the date of commencement of usage of the Internet Gateway Service based on the desired date of commencement stated in the subscription form provided for in the preceding Article (PROCEDURES FOR SUBSCRIPTION FOR AGREEMENT).
3. The Provider shall provide the subscriber with the technical information by the format separately stipulated by the Provider by the time the provisioning starts. The format shall be stipulated in Global IP Network Service Sales, Provisioning and Maintenance Manual.
4. Notwithstanding the preceding three paragraphs, the Provider may postpone the acceptance of the subscription in the event that the capacity of the Telecommunications Equipment is not sufficient to provide the Internet Gateway Service.
5. Notwithstanding the preceding four paragraphs, the Provider may reject the subscription for the Internet Gateway Agreement in cases falling under any of the following:
 - (1) It is extremely difficult to install or maintain sufficient Telecommunications Equipment to provide the Internet Gateway Service
 - (2) The subscriber has failed or is likely to fail to pay the Internet Gateway Service charges or construction expenses.
 - (3) There are other serious obstacles to the performance of the Provider's business.
6. Customer shall comply at all times with the Acceptable Use Policy set forth on the internet at <http://www.verio.net>, as amended from time to time.

ARTICLE 11 MINIMUM USAGE AND RENEWAL PERIOD

1. A minimum usage period is applicable to the Internet Gateway Service based on Price List no. 1.
2. The minimum usage period described in the preceding paragraph is one year from the date of commencement of

provision of the Internet Gateway Service.

3. If the Internet Gateway Agreement is terminated or a Customer makes a change to the classification or items of the Internet Gateway Service within the minimum usage period described in the preceding paragraph, the Customer shall pay the amount prescribed in Price List no. 1 by the payment date designated by the Provider.
4. Unless specified otherwise in the Service Order, after the Minimum Usage Period, the term of the Internet Gateway Service will be renewed automatically for subsequent periods of one (1) year each ("Renewal Period"), unless and until terminated by NTTA or Customer by written notice 90-days prior to the end of the Minimum Usage or Renewal Period, as applicable.

ARTICLE 12 AMENDMENT OF CLASSIFICATIONS, ETC.

1. A Customer may request to change the classification or item of Internet Gateway Services.
2. In handling a request under the preceding paragraph, the Provider shall apply the provisions of Article 10 (ACCEPTANCE OF SUBSCRIPTION FOR AGREEMENT) mutatis mutandis.

ARTICLE 13 AMENDMENT OF CUSTOMER PORT

1. If a Customer requests a change in the location of the terminal of a Connection Subscriber Line, the Customer shall give notification of the change to the Internet Gateway Service Stations that carry on the contract affairs.
2. On receipt of the notification, the Provider shall, if needed, provide the service for the accommodation of the Customer Port at the Internet Gateway Service Stations for the Connection Subscriber Line.
Provided, however, that the Provider may not provide the service in cases falling under any of the circumstances in Article 10 (ACCEPTANCE OF SUBSCRIPTION FOR AGREEMENT)-4.
3. In cases such as those in the preceding paragraph, the Customer may not use the Internet Gateway Service. At that time, the Provider shall notify the Customer.

ARTICLE 13-2 CHANGE IN OTHER CONTENTS OF INTERNET GATEWAY AGREEMENT

1. If the Customer requests, the Provider shall change the contents of an Internet Gateway Agreement specified in Article 9 (PROCEDURES FOR SUBSCRIPTION FOR AGREEMENT)(1) and (3).
2. In the event of a request under the preceding paragraph, the Provider shall handle such request in the same way as that specified under the provisions of Article 10 (ACCEPTANCE OF SUBSCRIPTION FOR AGREEMENT)

ARTICLE 14 TERMINATION OF AGREEMENT BY CUSTOMER

If A Customer wishes to terminate the Internet Gateway Agreement, it shall deliver to the Assigned Internet Gateway Service

Station a written notice of such intention not less than 30 days prior the proposed date of termination of the Agreement.

ARTICLE 15 TERMINATION OF AGREEMENT BY PROVIDER

1. The Provider may terminate the Internet Gateway Agreement if a Customer, to whom the provision of Internet Gateway Services has been stopped pursuant to ARTICLE 21 (STOPPAGE OF SERVICES), does not rectify the situation giving rise to the stoppage.
2. Where the Customer has fallen under any item of Article 21, Paragraph 1 and it is considered that the relevant fact will constitute a highly serious obstacle to the performance of the Provider's business, then notwithstanding Item (1) of the preceding paragraph, the Provider may terminate the Internet Gateway Agreement without stopping the Internet Gateway Services.
3. Where the Provider intends to terminate the Internet Gateway Agreement pursuant to either of the two preceding paragraphs, it shall so notify the Customer in advance.

ARTICLE 16 INTERNET GATEWAY AGREEMENT INVOLVED WITH THE TERMINATION OF THE AGREEMENT OF CONNECTION SUBSCRIBER LINE

The Provider shall terminate the Internet Gateway Agreement when a Customer notifies or the Provider learns of the Termination or Stoppage of Service for a Connection Subscriber Line related to the Internet Gateway Agreement.

Provided, however, that excluding cases in which the Customer enters into an other agreement, that replaces the terminated agreement for the Connection Subscriber Line immediately upon termination, and the Customer wishes to continue the Internet Gateway Agreement.

ARTICLE 17 OTHER PROVIDING CONDITIONS

Other conditions for providing Internet Gateway Service are separately prescribed in NOTES 2 and 3.

CHAPTER 5 ADDITIONAL SERVICES

ARTICLE 18 PROVIDING ADDITIONAL SERVICES

1. At the request of a Customer, the Provider shall provide Additional Services prescribed separately in Price List no. 1 with the exception of the following cases:
 - (1) The customer who requests the Additional Services has failed or is likely to fail to pay the charges for the Additional Services.
 - (2) There are other serious obstacles to the performance of the Provider's business such as extreme difficulty in

providing or maintaining sufficient Additional Services.

2. The Additional Services are:
 - (0) Smart Content Delivery Service
 - (1) Backup Port Service
 - (2) DNS Service
 - (3) IPv6 Tunnel Service

CHAPTER 6 INTERCONNECTION OF CIRCUITS

ARTICLE 19 CONNECTION WITH PROVIDER'S OR OTHERS TELECOMMUNICATIONS CIRCUITS

1. A Customer may request connection of its Customer Circuit with the circuits relating to the Telecommunications Services provided by the Provider or an other Telecommunications Service Provider at the terminal of such Customer Circuit or through Telecommunications Equipment connected to such Customer Circuit. In such cases, the Customer shall submit, to the Assigned Internet Gateway Service Stations, a fixed document designating the telecommunications circuits to be connected, the place of connection, the Telecommunications Equipment to be used in the connection and other details of the requested connection.
2. The Provider shall accept the request described by the preceding paragraph except in the following case:
The connection is restricted by certain Provisions or the Price List, which refers to the telecommunications circuits to be connected, issued from the Provider or an other Telecommunications Service Provider. In such a case, the Provider will not guarantee the quality of the communications through the Interconnecting Telecommunications Circuits.

CHAPTER 7 SUSPENSION AND STOPPAGE OF SERVICES

ARTICLE 20 SUSPENSION OF SERVICES

1. The Provider may suspend Internet Gateway Services upon the occurrence of any of the followings:
 - (1) Unavoidable cause relating to maintenance or construction of the Provider's Telecommunications Equipment
 - (2) A change in the locations of the Interconnection Points in accordance with the terms of ARTICLE 7 (SERVICE ZONES), 3.
 - (3) Suspension of communications in accordance with the terms of ARTICLE 23 (LIMITATIONS ON COMMUNICATIONS).
2. The Provider shall give prior notices to Customers of suspension of services under the preceding paragraph. Provided, however, that this shall not apply in the case of unavoidable emergency.

ARTICLE 21 STOPPAGE OF SERVICES

1. If a Customer falls under any of the following, the Provider may stop the use of Internet Gateway Services by the Customer for such period up to 6 months as the Provider may determine (if service prices for the Internet Gateway Services or any other monetary obligations (which refers, in this Article, to monetary obligations other than service prices, including, without limitation, usage charges for Internet Gateway Services, construction expenses and additional charges which shall be paid under these Standard Terms and Conditions) are not paid in full, such period shall be until such service prices and other monetary obligations are paid in full):
 - (1) Failing to make payment of service prices or other monetary obligations as they become due (including those relating to the Connection Subscriber Line)
 - (2) Breaching the terms of ARTICLE 36 (DUTIES OF CUSTOMER RELATING TO USE)
 - (3) The Customer Circuit has been connected, without the Provider's permission, to Autonomous Terminal Equipment, Autonomous Telecommunications Equipment, a Telecommunications Circuit installed by another Provider's class 1 Telecommunications Service Provider, or a telecommunications circuit related to the Telecommunications Services provided by the Provider.
 - (4) When the Customer Circuit connected to the Autonomous Terminal Equipment or Autonomous Telecommunications Equipment is experiencing trouble or is unable to provide smooth Telecommunications Service, the Customer has refused to be inspected by the Provider or has not discontinued a connection to Autonomous Terminal Equipment or Autonomous Telecommunications Equipment that has been found, as a result of inspection, not to comply with technical standards and conditions.
 - (5) In addition to the preceding four paragraphs, if the customer breaches these Provisions, and has caused or is likely to cause a significant hindrance to the Provider's Telecommunication Equipment or to the Internet Gateway Service provided by the Provider.
2. When the Provider intends to stop Internet Gateway Services under the terms of the preceding paragraph, it shall give prior notice to the Customer of the reasons, the date of stoppage and the period thereof.

ARTICLE 22 STOPPAGE OF CONNECTION

1. The Provider shall deem the Internet Gateway Service as in a state of Stoppage of Connection (Temporary stoppage of Internet Gateway Service in order to transfer the Telecommunication Equipment related to the Internet Gateway Service) in the following case:
 - A customer is unable to use the Internet Gateway Service because of (i) a temporary stoppage of the Interconnection as defined by the Interconnection Agreement or because of the termination of the Interconnection Agreement or (ii) the stoppage of a Class 1 Telecommunications Service of an Interconnecting Service Provider.Provided, however, that this shall not apply when the Customer requests the temporary stoppage of the usage or a termination of the Internet Gateway Service Agreement

2. The Provider shall give notice to the Customer before a stoppage of services corresponding to the preceding paragraph.
3. The term of Suspension shall be reckoned from the time of suspension and set at one year, and the contract shall be deemed canceled from the day on which the connection was suspended. In such a case, the Provider shall give notice to the Customer.

CHAPTER 8 COMMUNICATIONS

ARTICLE 23 LIMITATIONS ON COMMUNICATIONS

1. The Provider may suspend communications in order to give priority to communications necessary for preventing disasters, rescuing people or mitigating damage, or securing the supply of transportation, communication and/or electricity or for maintaining order (in cases such as natural disasters, disturbances or other emergency situations which have occurred or are likely to occur), and communications are urgently required in the public's interest except for the following organizations Connection Subscriber Line and the Customer Circuits (this shall apply only to the organizations which make prior arrangements with the Provider for their circuits).

Organizations
-Meteorological Organizations
-Flood prevention organizations
-Firefighting organizations
-Disaster relief organizations
-Police organizations (including Marine preservation of order and public safety organization)
-Defense organizations
-Organizations that directly secure Transportation
-Organizations that directly secure Communications
-Organizations that directly secure the Electric-power supply
-Organizations that directly secure the Gas supply
-Organizations that directly secure the Water-service supply
-Election control organizations
-Newspaper Companies, Broadcasting Businesses and news

agencies which fall under the Standards in NOTE 13.
-Financial Organizations which offer deposit and saving services
-Organizations of National or Local public bodies

2. In the cases where communications have become extremely congested or the communications have overused the exchange equipment beyond the number which is set up by a sender to in advance, the other party may not receive the communications.

ARTICLE 24 MEASUREMENT OF AVERAGE USE SPEED

The Provider shall measure, with its own instruments and by methods to be in Price List no. 1, the average use speed in the case of Variable Charge Service prescribed in Price List no. 1, and the Additional Services separately prescribed by the Provider.

* The Additional Service separately prescribed by the Provider refers to the IPv6 Tunnel Service.

CHAPTER 9 CHARGES, ETC.

PART 1 CHARGES AND CONSTRUCTION EXPENSES

ARTICLE 25 CHARGES AND CONSTRUCTION EXPENSES

1. The usage charges for the Internet Gateway Services provided by the Provider shall be the usage charges prescribed in Price List no. 1, applicable according to the mode of Internet Gateway Services provided by the Provider.
2. Construction expenses relating to works provided by the Provider in relation to the Internet Gateway Services shall be the Construction expenses separately prescribed by the Provider.

PART 2 OBLIGATION TO PAY CHARGES, ETC.

ARTICLE 26 OBLIGATION TO PAY FIXED CHARGES

1. In accordance with the Customer's Internet Gateway Agreement, each Customer of Fixed Charge Services prescribed in Price List no. 1 shall pay the usage charges prescribed in Price List no. 1 according to the mode of Internet Gateway Services provided by the Provider for the period from the date of commencement of Internet Gateway Services by the Provider (for Additional Services, the day of commencement of the services) until the day preceding the date of termination of the Internet Gateway Agreement (for Additional Services, the day when they are stopped). The billing period is set at one day if commencement and termination or stoppage occur on the same day.

Provided however, the Customer shall pay the usage charges for the Additional Service separately prescribed by the Provider based on the average speed measured by the Provider and the provisions prescribed in Price List no.1.

2. The Customer's obligations to pay the usage charges shall be as follows in the event that during the period described in the preceding paragraph, Internet Gateway Services can not be used due to the stoppage of services, etc.

(1) The Customer shall pay the usage charges for the period where the Internet Gateway Services are stopped by reasons of Article 20.

(2) Without prejudice to the terms of the preceding item (1), the Customer shall pay the usage charges for the period when Internet Gateway Services could not be used except in the following cases:

Case	Charges not required to be paid
1. For cause not attributable to the Customer, the Internet Gateway Services are completely unusable (including cases where all communications using the Telecommunications Equipment relating to the Internet Gateway Agreement are so severely obstructed that the Internet Gateway Services are virtually unusable) and such condition continued for one hour or more from the time when the Provider becomes aware of it (excluding in the cases Of 2 or 3)	The usage charges for Internet Gateway Service for the period during which such services can not be used after the time when the Provider becomes aware of it (limited to whole hour periods)
2. Internet Gateway Service becomes unavailable as a result of a change in the customer port (excluding the	The usage charge of Internet Gateway Service for the period from the date on which the service can not be

time the service is not used for reasons related to the Customer, and the Customer suspends equipment operations).	used until the date preceding that on which the service becomes available.
3. The stoppage of connection for Internet Gateway Service	The usage charges of Internet Gateway Service for the period from the date of the stoppage to the date preceding that on which the service becomes available.

3. Notwithstanding the preceding paragraph, Fixed Charges are handled in accordance to Price List no.1 if the Service Quality is prescribed in Price List no.1.

4. If the unnecessary expenses have already been paid to the Provider, the Provider shall refund them.

* The Additional Service prescribed in the clause 1 of this Article by the Provider refers to the IPv6 Tunnel Service.

ARTICLE 27 OBLIGATION TO PAY VARIABLE CHARGES

1. A Customer of Variable Charge Service prescribed in Price List no. 1 shall pay the usage charges calculated based on the provisions of Price List no. 1 and the average usage speed measured by the Provider for the period from the date of the commencement of Internet Gateway Service under its Internet Gateway Agreement(for Additional Services, the day of commencement of the services) until the day preceding the date of termination of its Internet Gateway Agreement(for Additional Services, the day when they are stopped). The billing period is set at one day if commencement and termination or stoppage occur on the same day.

2. The Customer's obligation to pay usage charges shall be as follows in the event that during the period described in the preceding paragraph, Internet Gateway Services are unusable due to a stoppage of services, etc.

(1)The Customer shall pay the usage charges for the period the Internet Gateway Services are unavailable.

(2)Without prejudice to the terms of the preceding item (1), the Customer shall pay the usage charges for the period when Internet Gateway Services could not be used except in the following cases:

Case	Charges not required to be paid
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<p>1. For cause not attributable to the Customer, the Internet Gateway Services are completely unusable (including cases where all communications using the Telecommunications Equipment relating to the Internet Gateway Agreement are so severely obstructed that the Internet Gateway Services are virtually unusable) and such condition continued for one hour or more from the time when the Provider becomes aware of it (excluding in the cases Of 2 or 3)</p>	<p>The usage charges for Internet Gateway Service for the period during which such services can not be used after the time when the Provider becomes aware of it (limited to whole hour periods)</p>
<p>2. The Internet Gateway Service becomes unavailable as a result of a change in the customer port (excluding the time the service is not used for reasons related to the Customer and the Customer suspends equipment operation.</p>	<p>The usage charge for Internet Gateway Service for the period from the date which the service can not be used until the date preceding that on which the service becomes available.</p>
<p>3. The stoppage of connection for Internet Gateway Service</p>	<p>The usage charges for Internet Gateway Service for the period from the date of the stoppage to the date preceding that on which the service becomes available.</p>

3. Notwithstanding the preceding paragraph, Variable Charges are handled in accordance to Price List no.1 if the Service Quality is prescribed in Price List no.1.

4. If the unnecessary expenses have already been paid to the Provider, the Provider shall refund them.

ARTICLE 28 OBLIGATION TO PAY CONSTRUCTION EXPENSES

1. If a Customer subscribes for the Internet Gateway Services or makes a request which needs construction, and the Provider accepts the subscription or the request for the change of the customer port prescribed in Article 13 (Amendment of Customer Port), the Customer shall pay construction expenses as separately prescribed by the Provider. Provided, however, that this shall not apply if the Internet Gateway Agreement is terminated, the request for construction is cancelled prior to the commencement of the construction work, or the change of the Customer Port is cancelled (hereafter in this Article referred to as "Termination, Etc."). In this case, if the construction expenses have already been paid to the Provider, the Provider shall refund the same.

2. If there is Termination, Etc. after commencement but before completion of the construction, then notwithstanding the terms of the preceding paragraph, the Customer shall bear the cost of such portion of the construction as shall have been started before the Termination, Etc., in the amount of the construction expenses together with the Consumption Tax Equivalent Amount.

PART 3 CALCULATION AND PAYMENT OF CHARGES

ARTICLE 29 METHOD OF CALCULATION OF CHARGES

Methods for calculating Charges and methods for paying Charges and Construction expenses are separately prescribed in Price List General Rules

PART 4 ADDITIONAL CHARGES AND DEFAULT INTEREST

ARTICLE 30 ADDITIONAL CHARGE

If a Customer unlawfully evades payment of any usage charges or construction expenses, then in addition to the amount evaded, it shall pay as additional charge, twice the amount evaded (not including the Consumption Tax Equivalent Amount) together with the Consumption Tax Equivalent Amount in the manner separately prescribed by the Provider.

CHAPTER 10 MAINTENANCE

ARTICLE 31 THE CUSTOMER'S RESPONSIBILITY FOR MAINTENANCE

Customers shall maintain their Autonomous Terminal Equipment or Autonomous Telecommunications Equipment as the case may be in conformity with the applicable technical standards and conditions.

ARTICLE 32 CUSTOMER'S SCOPE OF RESPONSIBILITY

1. If the Internet Gateway Service becomes unusable, a Customer may request that the Provider carry out repairs, but only after having confirmed that the problem is not due to breakdown or other problem in the Autonomous Terminal Equipment or Autonomous Telecommunications Equipment.
2. At the time of the confirmation described in the preceding paragraph, if so requested by the Customer, the Provider shall carry out testing by the Internet Gateway Service Station and report the results thereof to the Customer.

3. If based on the results of the testing referred to in the preceding paragraph, the Provider determines that there is no breakdown in the Telecommunications Equipment installed
4. by the Provider, and the Provider's personnel dispatched at the Customer's request determines that the cause of the breakdown lay in the Autonomous Terminal Equipment or Autonomous Telecommunications Equipment, the Customer shall bear the cost of dispatching the said personnel, including the Consumption Tax Equivalent Amount.
* Excluding Autonomous Terminal Equipment or Autonomous Telecommunications Equipment into which maintenance agreements have been entered with the Provider, as separately prescribed by the Provider

CHAPTER 11 LIMITATIONS ON LIABILITY, ETC.

ARTICLE 33 LIMITATIONS ON LIABILITY

The Provider shall bear no responsibility or liability for any damage suffered by users of Internet Gateway Services

ARTICLE 34 RELEASE

1. The Provider 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 Internet Gateway Services equipment or other Telecommunications Equipment, where such damage was due to unavoidable cause.
2. Even where Autonomous Terminal Equipment or Autonomous Telecommunications Equipment needs to be remodeled or changed, the Provider shall not bear the cost of such remodeling or the like in order to the Amendment of Provisions. Provided, however, that in the case of the Amendment of Technical Standards (including the Amendment of Technical Standards as a result of a change or replacement of the equipment installed at the Internet Gateway Service Stations), the Provider shall bear the cost of that portion of the remodeling included in the change of the Standard for Autonomous Terminal Equipment or Autonomous Telecommunications Equipment which is connected to the Telecommunications Equipment installed by the Provider that needs to be remodeled or changed,

CHAPTER 12 MISCELLANEOUS PROVISIONS

ARTICLE 35 LIMITATIONS ON APPROVALS

Requests for construction, etc. from Customers may be rejected by the Provider if it is difficult from the technical viewpoint, if the maintenance is extremely difficult to be provided or there would be other obstacles to the performance of the Provider's business.

Provided, however, that if there are provisions separately and otherwise providing in these Standard Terms and Conditions, such provisions shall apply.

ARTICLE 36 DUTIES OF CUSTOMER RELATING TO USE

1. A Customer shall abide by the following:

- (1) It shall not move, remove, alter, dismantle, damage, or connect any filament or other conductor to the Telecommunications Equipment installed by the Provider under the Internet Gateway Agreement.

Provided, however, that this shall not apply in cases of necessity for the sake of protection in situations such as natural disaster, disturbance, etc., or where necessary for the connection or maintenance of the Autonomous Terminal Equipment or Autonomous Telecommunications Equipment.

- (2) It shall not do anything to obstruct transmission and/or switching of communications by purposely kept operating the Telecommunications Equipment such as circuits.
- (3) It shall not attach any other equipment or additional objects to the Telecommunications Equipment installed by the Provider under the Internet Gateway Agreement, except in the cases where the Provider shall have confirmed that such would not obstruct its business.
- (4) It shall safeguard the Telecommunications Equipment installed by the Provider under the Internet Gateway Agreement with the due care of a good custodian.

2. If the Customer loses or damages the Telecommunications Equipment in breach of the terms of the preceding paragraph, it shall pay the amount necessary for replacement, repair or other work on such equipment by the date designated by the Provider.

ARTICLE 37 PROVIDING LOCATIONS TO INSTALL CUSTOMER CIRCUITS

Rules on providing locations to install Customer Circuits are separately prescribed in NOTE 4.

ARTICLE 38 PERUSAL OF TECHNICAL DOCUMENTATION

The Provider shall make available for perusal, at Internet Gateway Service Stations designated by the Provider, technical documentation such as reference materials prescribed in Note 14 .

ARTICLE 39 NOTIFICATION FROM CUSTOMER

A customer shall notify the Provider about the specifics of changes promptly if the Customer makes a change in the Connection Subscriber Line, as prescribed in Article 9 (PROCEDURES FOR SUBSCRIPTION FOR AGREEMENT), Examples of changes include Stoppage of Service, Assignment of the ownership, and other changes are separately prescribed by the Provider.

- * Other change separately prescribed herein by the Provider refers to the termination of the Agreement for Connection Subscriber Line

ARTICLE 40 NOTIFICATION OF CUSTOMER INFORMATION

On the request of an Interconnecting Service Provider, the Provider may give a Customer's name and address to the Interconnecting Service Provider (only when the Customer enters into the contract for Internet Gateway Service with the Interconnecting Service Provider which requests the information).

ARTICLE 41 NOTIFICATION FROM INTERCONNECTING SERVICE PROVIDER

A Customer shall permit that the Provider to receive the necessary Customer information to apply for the charges and construction expenses from an Interconnecting Service Provider, if needed, in order to apply the charges and the construction expenses.

ARTICLE 42 COLLECTION OF CHARGE FOR TELECOMMUNICATION SERVICE OF INTERCONNECTING SERVICE PROVIDER BY THE PROVIDER

1. At the request of a Customer, the Provider may collect the Customer charge and construction expenses for the Telecommunication Service prescribed in the Provision or Price List by the Interconnecting Service Provider and make the request by means of a Provider bill as a representative of the Interconnecting Service Provider only in the following cases:
 - (1) The Customer has failed or is likely to fail to pay the Internet Gateway Service charges or construction expenses that the Provider requests.
 - (2) The Interconnecting Service Provider approves the Customer's request.
 - (3) There are other serious obstacles to the performance of the Provider's business.
2. Based on the preceding regulation, if the Customer neglects to pay charges or construction expenses even past the payment date established by the Provider, the Provider may deny service, as prescribed in the preceding regulation.

ARTICLE 43 THE ITEMS WHICH ARE PRESCRIBED BY STATUTE

All use or provision of use of the Internet Gateway Service established by Statute shall be governed by Statute (NOTE 6 to 10).

ARTICLE 44 PERUSAL

The Provider shall make available for perusal the items separately prescribed under these Standard Terms and Conditions.

CHAPTER 13 INCIDENTAL SERVICE

ARTICLE 45 PROVIDING INCIDENTAL SERVICE

Handling Incidental Service for Internet Gateway Service is prescribed in NOTE 11 to 13.

NOTE

1. SERVICE ZONE OF INTERNET GATEWAY SERVICE

The Provider shall provide Internet Gateway Service for zones specified below.

- (1) Between terminals of Customer Circuits
- (2) Between terminals of Customer Circuits and Service Interconnection Points
- (3) Between terminals of Customer Circuits and Interconnection Points
- (4) Between Service Interconnection Points (including the cases in which the starting and ending points are the same)
- (5) Between Service Interconnection Points and Interconnection Points

2. SCOPE OF THE INTERNET GATEWAY SERVICES

The Scope of the Internet Gateway Services is as specified in the preceding paragraph. The Customer shall be required to procure his own Connection Subscriber Line or Customer Circuit that is needed to use the Internet Gateway Service.

The Provider shall not provide any rental services for the Telecommunication Equipment needed to connect to the Internet Gateway Network.

3. A SUCCESSION OF CUSTOMER STATUS

- (1) In a case in which there is a succession of Customer status as a result of inheritance, or the merger or the division of corporations, the successor or surviving corporation or the corporation established by the merger or the division is required to provide notification thereof to the Assigned Internet Gateway Service Station, together with the form designated by the Provider and documentation evidencing such succession.
- (2) In the case of multiple successors, the Customer shall choose and notify one of them to act as a representative to the Provider (It should be the same individual who deals with the Connection Subscriber Line). Also, the Customer shall notify the Provider if a representative has been changed.
- (3) The Provider shall regard one among the successors as a representative until the Customer makes notification of a representative prescribed in the preceding paragraph (2).

4. NOTIFICATION FOR CHANGES IN CUSTOMER INFORMATION

- (1) A Customer shall promptly notify the Assigned Internet Gateway Service Station if the Customer changes information such as its name or address.

- (2) In the case of the notification prescribed in the preceding paragraph (1), the Provider may request documentation evidencing such change.

5. PROVIDING INSTALLATION PLACE OF A CUSTOMER CIRCUIT

- (1) A Customer shall provide a place for the installation of the Circuit and Terminal Equipment on the premises (including an equivalent area) or inside the building where the terminal for the Customer Circuit is located.
Provided, however, that if requested by the Customer, the Provider shall provide a place for the Customer Circuit and Terminal Equipment to be installed under separate prescription by the Provider.
- (2) The Customer may provide the electricity necessary used by the Provider to install, in accordance with the Internet Gateway Service Agreement, the Terminal Equipment and other Telecommunications Equipment.
- (3) If the Customer wishes to use any special equipment such as pipe lines to install the Provider's Telecommunications Equipment on the premises (including an equivalent area) or inside the building where the terminal for the Customer Circuit is located, the Customer shall take on the burden of the installation.

5. THE CONNECTION OF TELECOMMUNICATION CIRCUIT FOR MAINTENANCE

A Customer may connect a Telecommunications Circuit for Maintenance at the terminal of the Customer Circuit (only in the case of Fixed charge of Type II Internet Gateway Service) or through Telecommunications Equipment connected to such a Customer Circuit.

In such a case, there shall be only one Customer Circuit per piece of Telecommunications Equipment. The Telecommunications Services for the Telecommunications Circuit shall be the following.

- (1) Telecommunications Service provided by the Provider.
 - Telephone Service
 - Dedicated Service (limited to items under 1.5 Mb/s)
- (2) As for the Telecommunications Service provided by other Interconnection Service Providers, they shall be deemed equivalent to the Telecommunications Service which the Provider provides.

6. CONNECTION WITH AUTONOMOUS TERMINAL EQUIPMENT

- (1) A Customer shall request the connection of a Customer Circuit with circuits related to the Autonomous Terminal Equipment at the terminal of the Customer Circuit or through Telecommunications Equipment connected to the Customer Circuit. In such a case, the Customer shall make a request by document for the connection at the time the Customer connects the Autonomous Terminal Equipment, that is not approved by a certified organization [designated by The Minister of Posts and Telecommunications in accordance with the Telecommunications Business Law Enforcement Regulations (The Ministry of Public Management, Home Affairs, Posts and

Telecommunications Ordinance no. 25 of 1985, hereinafter referred to as the "Enforcement Regulations") 32-1-5].

This is to comply with technical standards.

- (2) The Provider shall accept the request in the preceding paragraph (1) except in the following cases.
 - The connection does not comply with technical standards.
 - The connection falls under the condition prescribed in the Enforcement Regulation no. 31.
- (3) To accept a request corresponding to the preceding paragraph (2), the Provider shall verify by inspection that the connection complies with technical standards (excluding cases fall under the condition prescribed in the Enforcement Regulation no. 32-1).
- (4) In the case of an inspection (3), an inspector from the Provider shall present a prescribed certificate.
- (5) The Customer shall have an Installation Technician holding an Installation Technician Certificate, as prescribed in Installation Technician Regulation (The Ministry of Public Management, Home Affairs, Posts and Telecommunications Ordinance no. 28 of 1985)-no. 4, perform or direct construction at the site.
Provided, however, that this requirement shall not apply in the case of the same preceding regulation no. 3.
- (6) In handling a change of Autonomous Terminal Equipment by the Customer, the Provider shall apply provisions (1) to (5).
- (7) The Customer shall notify the Provider as to the time the Autonomous Terminal Equipment connected to the Customer Circuit was removed.

7. INSPECTION IN CASES OF AUTONOMOUS TERMINAL EQUIPMENT MALFUNCTION

- (1) A Provider shall make an inspection to ensure that the connection of the Autonomous Terminal Equipment complies with technical standards and conditions when the Autonomous Terminal Equipment, which is connected to the Customer Circuit, is experiencing problems or is unable to provide smooth service. In such cases, the Customer shall agree to the inspection unless there is substantive reason for refusal or the reason for malfunction is prescribed in the Enforcement Regulations 32-2.
- (2) In the case of inspection (1), an inspector from the Provider shall present a prescribed certificate.
- (3) As a result of inspection (1), if the Autonomous Terminal Equipment does not comply with technical standards and conditions, the Customer shall agree to the removal of the Autonomous Terminal Equipment from the Customer Circuit.

8. CONNECTION WITH AUTONOMOUS TELECOMMUNICATIONS EQUIPMENT

- (1) A Customer shall request the connection of a Customer Circuit with circuits related to the Autonomous Telecommunications Equipment at the terminal of the Customer Circuit or through Telecommunications Equipment connected to the Customer Circuit. In such cases, the Customer shall submit, to the Provider, a designated document which contains the Telecommunications Circuits to be connected, the names of devices which comprise

the Autonomous Telecommunications Equipment, and other details about the connection in question.

- (2) The Provider shall accept this request except in the following cases.
 - The connection does not comply with technical standards.
 - Cases in which the Minister of Posts and Telecommunications agrees that because of the connection, maintaining the Provider Telecommunications Circuit Equipment is extremely difficult from an operational standpoint.
- (3) To accept a request corresponding to the preceding paragraph (2), the Provider shall verify by inspection that the connection complies with technical standards and conditions (excluding cases falls under the condition prescribed in The Enforcement Regulation no. 32-1.
- (4) In the case of an inspection (3), an inspector from the Provider shall present a prescribed certificate.
- (5) The Customer shall have an Installation Technician holding an Installation Technician Certificate, as prescribed established in Installation Technician Regulation no. 4, perform or direct construction at the site.
Provided, however, that this requirement shall not apply in the case of the same preceding Regulation no. 3.
- (6) In handling a change of Autonomous Telecommunications Equipment by the Customer, the Provider shall apply provisions (1) to (5).
- (7) The Customer shall notify the Provider as to the time the Autonomous Telecommunications Equipment connected to the Customer Circuit was removed.

9. INSPECTION IN CASES OF AUTONOMOUS TELECOMMUNICATIONS EQUIPMENT MALFUNCTION

In handling an inspection when the Autonomous Telecommunications Equipment connected to a Customer Circuit is experiencing problems or is unable to provide smooth service, the Provider shall apply the provisions in NOTE 7 (Inspection in cases of Autonomous Terminal Equipment Malfunction).

10. RESPONSIBILITY FOR MAINTENANCE BY THE PROVIDER

The Provider shall maintain its Telecommunications Equipment installed by the Provider, in conformity with the Business Telecommunications Equipment Rules (The Ministry of Public Management, Home Affairs, Posts and Telecommunications ordinance no.30 of 1985).

11. THE APPLICATION PROCEDURE FOR IP ADDRESS OR A DOMAIN NAME BY THE PROVIDER

- (1) Upon the request of a Customer (excluding the case of Section 2 (IPv6) or IPv6 Tunnel Service in the Price list. Herein after this applies to (1), (2) and (4).), the Provider shall file an application for the assignment or the return of an IP address (prescribed by Internet Protocol), or for the assignment, change or abolition of a Domain Address

(limited only to assignment by Japan Registry Service(JPRS) related to the Internet Gateway Service Agreement to Japan Network Information Center(JPNIC) or JPRS in place of the Customer. In such cases, the Customer shall accept the subrogation upon the Provider's payment to JPNIC or JPRS.

- (2) In the case of preceding paragraph, the Customer shall pay the commission prescribed in Price List no. 3 (Charges for Additional Services).
- (3) In addition to the prescription in (1), if the Customer (in the case of Section 1 using IPv6 Tunnel Service and Section 2 (IPv6)) requests, the Provider shall file an application for the assignment or the return of an IP address. In such cases, the Customer shall pay in accordance to preceding paragraph
- (4) While the Customer is using the Domain Name (excluding the cases, as separately prescribed by the Provider), the Customer shall pay the charge prescribed in Price List no. 3 (Charges for Additional Services).
- (5) In the case of the termination of the Internet Gateway Agreement, the Customer using Domain Management Service shall be requested for the change of the appointed provider (the agent filing an application for Domain Name to JPRS in place of the Customer) or abolition of the Domain Name immediately.
- (6) In the case of preceding paragraph, if the Customer fails to request the change of the appointed provider or abolition of the Domain Name after given period the Provider shall follow the procedure.
 - i) In the case other than ii)
The Provider shall request for the change of the appointed provider to JPRS. In such cases, the Domain Name is handled in accordance to the terms of JPRS.
 - ii) In the case of the charge prescribed in preceding paragraph has not been paid
The Provider shall request for the abolition of the Domain Name.

12. THE APPLICATION PROCEDURE FOR TELECOMMUNICATIONS SERVICE OF INTERCONNECTION SERVICE PROVIDER BY THE PROVIDER

Upon the request of an individual, who files an application related to the contract for Internet Gateway Service, or at the request of a Customer, the Provider shall fill out the application, claim, notification, and other documents prescribed separately by the Provider related to the use of the Telecommunications Service of the Interconnection Service Provider (only for providers separately prescribed by the Provider).

12-2 THE TELECOMMUNICATION SERVICES PROVIDED BY THE PROVIDER IN ACCORDANCE WITH INTERNET GATEWAY SERVICE

Name of the Service	Type of the Contract	Name of the Terms and Conditions
Category I Ethernet Service	Category I Contract	Ethernet Terms and Conditions
Category II Ethernet Service (limited to	Category II Contract	Ethernet Terms and Conditions

Type 2 (Plan 1))		
Access Data Service (limited to Type 1)	Access Data Contract	Access Data Terms and Conditions

13. A STANDARD FOR NEWSPAPER PROVIDER AND OTHER MEDIA

Classification	Standard
1 Newspaper Provider	A Provider that publishes a daily newspaper with all of the following standards (1) It should be widely published and aimed at the report and discussion of politics, economics, culture, and other public matters. (2) The circulation of the newspaper should be greater than 8000.
2 Broadcasting Business	A business which holds a TV station license as prescribed by the electric wave law (Regulation no. 131 of 1950)
3 News Agency	A news agency that's main purpose is to supply news or information excluding advertisement. The content should be published in daily newspapers with all the standards prescribed in Classification 1, or should be to broadcast by a broadcasting business.

14. ITEMS FOR TECHNICAL DOCUMENTATION

1	The boundary between Telecommunications Circuit Equipment and Terminal Equipment
2	The configuration of Connectors and PIN Numbers
3	The electric characteristics of Interconnecting Circuits
4	The logical connection conditions of Interconnecting Circuits
5	Basic Communication Types and Interfaces

SUPPLEMENTARY PROVISIONS

(EFFECTIVE DATE)

These Standard Terms and Conditions shall be in effect
 as of --- --- 2002.

PRICE LIST

GENERAL RULES

(METHOD OF CALCULATION OF CHARGES)

1. The Provider shall calculate usage charges payable under the Internet Gateway Agreement for each "Billing Month" (which herein refers to the period from the calculation date [a fixed date specified by the Provider in each Internet Gateway Agreement] in a calendar month to the day preceding the calculation date in the following calendar month).
2. In any of the following cases, the Provider shall prorate per diem the usage charge for the relevant month (hereinafter referred to as the "Monthly Charge") based on the number of days services are available:
 - Internet Gateway Services become available for use on a day other than the first day of a Billing Month (for Additional Services, the day of commencement);
 - Internet Gateway Agreement is terminated on a day other than the first day of a Billing Month (for Additional Services, the day when they are stopped);
 - The commencement and termination of Internet Gateway Service or Additional Services occur on the first day of a Billing Month
 - Monthly Charge increases or decreases due to a change of the items of Internet Gateway Services or for other reasons related to Customer Port on a day other than the first day of a Billing Month. In this case. The increased or decreased Monthly Charge shall apply on the day such increase or decrease takes effect;
 - There occurs a case set forth in the provisions of Item (2), Paragraph 2 of Article 26 (OBLIGATION TO PAY FIXED CHARGE) or of Item (2), Paragraph 2 of Article 27 (OBLIGATION TO PAY VARIABLE CHARGE).
 - There is an amendment of the calculation date prescribed in provision 5.
3. Calculation of the Monthly Charge under the preceding provision 2 shall be based on the number of calendar days.
4. If the Customer does not start using the Internet Gateway Services on the day notified by the Provider as the day to start services, the Customer shall be deemed to have started use on the day so notified by the Customer.
5. In cases of unavoidable necessity affecting the performance of its business, the Provider may change the calculation date referred to in the provision 1.

(HANDLING OF FRACTIONS)

6. In case of any fractions of less than one yen resulting from the calculation of charges, etc., or other calculations, the Provider shall discard such fractions.

(PAYMENT OF CHARGE)

7. The Customer shall pay all usage charges and construction expenses by the date and at the Internet Gateway Service Station or the financial institution designated by the Provider.
8. Usage charges and construction expenses shall be paid in the order in which they fall due.

(ALL APPLICABLE TAXES)

9. Charges for Additional Services (except for the charges separately prescribed by the Provider), Usage charges and construction expenses, under Price List prescribed in Article 26 (OBLIGATION TO PAY FIXED CHARGE) to 30 (OBLIGATION TO PAY CONSTRUCTION EXPENSES) and other provisions, shall be the charge stipulated by this Price List together with all applicable taxes.

(TEMPORARY EXEMPTION FROM CHARGES)

10. The Provider may exempt temporarily the usage charges and construction expenses regardless this provisions in cases such as disasters have occurred or are likely to occur.

* The Provider shall notify the exemption. For example, the notice shall be posted at the related Internet Gateway Service Station.

List no. 1 CHARGES

Article 1 Usage Charge

- (1) Application

Classification	Details						
(1) Classification to apply Charges	The Provider shall prescribe the following classifications in order to apply Charges.						
	1. Classification for Internet Protocol <table border="1" data-bbox="528 1211 1418 1473"> <thead> <tr> <th data-bbox="528 1211 858 1245">Classification</th> <th data-bbox="858 1211 1418 1245">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 1245 858 1357">Section 1 (IPv4)</td> <td data-bbox="858 1245 1418 1357">Internet Gateway Service of Internet Protocol version 4 at Customer Port or Customer Circuits</td> </tr> <tr> <td data-bbox="528 1357 858 1473">Section 2 (IPv6)</td> <td data-bbox="858 1357 1418 1473">Internet Gateway Service of Internet Protocol version 6 at Customer Port or Customer Circuits</td> </tr> </tbody> </table>	Classification	Details	Section 1 (IPv4)	Internet Gateway Service of Internet Protocol version 4 at Customer Port or Customer Circuits	Section 2 (IPv6)	Internet Gateway Service of Internet Protocol version 6 at Customer Port or Customer Circuits
	Classification	Details					
	Section 1 (IPv4)	Internet Gateway Service of Internet Protocol version 4 at Customer Port or Customer Circuits					
	Section 2 (IPv6)	Internet Gateway Service of Internet Protocol version 6 at Customer Port or Customer Circuits					
2. Classification for Charge calculation <table border="1" data-bbox="528 1559 1418 1843"> <thead> <tr> <th data-bbox="528 1559 858 1615">Classification</th> <th data-bbox="858 1559 1418 1615">Details</th> </tr> </thead> <tbody> <tr> <td data-bbox="528 1615 858 1727">Fixed Charge Service</td> <td data-bbox="858 1615 1418 1727">Usage charges according to Internet Gateway Service item</td> </tr> <tr> <td data-bbox="528 1727 858 1843">Variable Charge Service</td> <td data-bbox="858 1727 1418 1843">Usage charges according to Internet Gateway Service item and monthly Average Usage Speed</td> </tr> </tbody> </table>	Classification	Details	Fixed Charge Service	Usage charges according to Internet Gateway Service item	Variable Charge Service	Usage charges according to Internet Gateway Service item and monthly Average Usage Speed	
Classification	Details						
Fixed Charge Service	Usage charges according to Internet Gateway Service item						
Variable Charge Service	Usage charges according to Internet Gateway Service item and monthly Average Usage Speed						
3. Classification for signal speed difference							

	<table border="1"> <thead> <tr> <th>Classification</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td>Symmetric Type</td> <td>The speeds of Internet Gateway Service, which can send signals to the Provider Customer Port or Customer Circuits from the Customer Autonomous Terminal Equipment (hereinafter referred to as the "transmit signals") and can send signals to the Customer Autonomous Terminal Equipment from the Provider Customer Port or Customer Circuits (hereinafter referred to as the "receive signals"), are same.</td> </tr> <tr> <td>Asymmetric Type</td> <td>The speeds of Internet Gateway Service, which transmit signals and receive signals, are different.</td> </tr> </tbody> </table>	Classification	Details	Symmetric Type	The speeds of Internet Gateway Service, which can send signals to the Provider Customer Port or Customer Circuits from the Customer Autonomous Terminal Equipment (hereinafter referred to as the "transmit signals") and can send signals to the Customer Autonomous Terminal Equipment from the Provider Customer Port or Customer Circuits (hereinafter referred to as the "receive signals"), are same.	Asymmetric Type	The speeds of Internet Gateway Service, which transmit signals and receive signals, are different.														
Classification	Details																				
Symmetric Type	The speeds of Internet Gateway Service, which can send signals to the Provider Customer Port or Customer Circuits from the Customer Autonomous Terminal Equipment (hereinafter referred to as the "transmit signals") and can send signals to the Customer Autonomous Terminal Equipment from the Provider Customer Port or Customer Circuits (hereinafter referred to as the "receive signals"), are same.																				
Asymmetric Type	The speeds of Internet Gateway Service, which transmit signals and receive signals, are different.																				
(2) Items	<p>The Provider shall prescribe the following items in order to apply Charges.</p> <p>1. Type I Internet Gateway Service</p> <p>1) Section 1 (IPv4)</p> <table border="1"> <thead> <tr> <th>Classification</th> <th>Item</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Fixed Charge Service</td> <td>Symmetric Type</td> <td>1.5Mb/s</td> <td>Can transmit signals at 1.536Mbit/s</td> </tr> <tr> <td rowspan="5">Variable Charge Service</td> <td rowspan="4">Symmetric Type</td> <td>10Mb/s</td> <td>LAN connection by Ethernet which can transmit signals at up to 10Mbit/s</td> </tr> <tr> <td>45Mb/s</td> <td>LAN connection by ATM which can transmit signals at up to 45Mbit/s</td> </tr> <tr> <td>100Mb/s</td> <td>LAN connection by Ethernet which can transmit signals at up to 100Mbit/s</td> </tr> <tr> <td>155Mb/s</td> <td>LAN connection by ATM which can transmit signals at up to 155Mbit/s</td> </tr> <tr> <td>Asymmetric Type</td> <td>1000Mb/s</td> <td>1000Mbit/s Ethernet which can transmit signals at up to 1000Mbit/s and receive signals at up to 250Mbit/s</td> </tr> </tbody> </table> <p>2) Section 2 (IPv6)</p>	Classification	Item	Details	Fixed Charge Service	Symmetric Type	1.5Mb/s	Can transmit signals at 1.536Mbit/s	Variable Charge Service	Symmetric Type	10Mb/s	LAN connection by Ethernet which can transmit signals at up to 10Mbit/s	45Mb/s	LAN connection by ATM which can transmit signals at up to 45Mbit/s	100Mb/s	LAN connection by Ethernet which can transmit signals at up to 100Mbit/s	155Mb/s	LAN connection by ATM which can transmit signals at up to 155Mbit/s	Asymmetric Type	1000Mb/s	1000Mbit/s Ethernet which can transmit signals at up to 1000Mbit/s and receive signals at up to 250Mbit/s
Classification	Item	Details																			
Fixed Charge Service	Symmetric Type	1.5Mb/s	Can transmit signals at 1.536Mbit/s																		
	Variable Charge Service	Symmetric Type	10Mb/s	LAN connection by Ethernet which can transmit signals at up to 10Mbit/s																	
45Mb/s			LAN connection by ATM which can transmit signals at up to 45Mbit/s																		
100Mb/s			LAN connection by Ethernet which can transmit signals at up to 100Mbit/s																		
155Mb/s			LAN connection by ATM which can transmit signals at up to 155Mbit/s																		
Asymmetric Type		1000Mb/s	1000Mbit/s Ethernet which can transmit signals at up to 1000Mbit/s and receive signals at up to 250Mbit/s																		

Classifi-cation		Item	Details
Fixed Charge Service	Symmetric Type	1.5Mb/s	Can transmit signals at 1.536Mbit/s
		Variable Charge Service	
		10Mb/s	LAN connection by dedicated Ethernet which can transmit signals at up to 10Mbit/s
		45Mb/s	LAN connection by dedicated ATM which can transmit signals at up to 45Mbit/s
		100Mb/s	LAN connection by dedicated Ethernet which can transmit signals at up to 100Mbit/s
		155Mb/s	LAN connection by dedicated ATM which can transmit signals at up to 155Mbit/s

2. Type II Internet Gateway Service

1) Section 1 (IPv4)

Classifi-cation		Item	Details
Fixed Charge Service	Symmetric Type	64kb/s	Can transmit signals at 64kbit/s
		128kb/s	Can transmit signals at 128kbit/s
		192kb/s	Can transmit signals at 192kbit/s
		256kb/s	Can transmit signals at 256kbit/s
		384kb/s	Can transmit signals at 384kbit/s
		512kb/s	Can transmit signals at 512kbit/s
		768kb/s	Can transmit signals at 768kbit/s
		1Mb/s	Can transmit signals at 1.024Mbit/s
		1.5Mb/s	Can transmit signals at 1.536Mbit/s
	Asymmetric Type	1Mb/s	10Mbit/s Ethernet which can transmit signals at up to 1Mbit/s and receive signals at up to 250kbit/s.
		2Mb/s	10Mbit/s Ethernet which can transmit signals at up to 2Mbit/s and receive signals at up to 500kbit/s
		3Mb/s	10Mbit/s Ethernet which can transmit signals at up to 3Mbit/s and receive signals at up to 750kbit/s
		4Mb/s	10Mbit/s Ethernet which can transmit signals at up to 4Mbit/s and receive signals at up to 1,000kbit/s

			5Mb/s	10Mbit/s Ethernet which can transmit signals at up to 5Mbit/s and receive signals at up to 1,250kbit/s
			10Mb/s (Ethernet)	10Mbit/s Ethernet which can transmit signals at up to 10Mbit/s and receive signals at up to 2.5Mbit/s
			10Mb/s (Fast Ethernet)	100Mbit/s Fast Ethernet which can transmit signals at up to 10Mbit/s and receive signals at up to 2.5Mbit/s
			20Mb/s	100Mbit/s Fast Ethernet which can transmit signals at up to 20Mbit/s and receive signals at up to 5Mbit/s
			30Mb/s	100Mbit/s Fast Ethernet which can transmit signals at up to 30Mbit/s and receive signals at up to 7.5Mbit/s
			40Mb/s	100Mbit/s Fast Ethernet which can transmit signals at up to 40Mbit/s and receive signals at up to 10Mbit/s
			50Mb/s	100Mbit/s Fast Ethernet which can transmit signals at up to 50Mbit/s and receive signals at up to 12.5Mbit/s
			100Mb/s (Semi-duplex)	100Mbit/s Fast Ethernet which can transmit signals at up to 100Mbit/s and receive signals at up to 25Mbit/s
			100Mb/s (Full-duplex)	100Mbit/s Fast Ethernet which can transmit signals at up to 100Mbit/s and receive signals at up to 25Mbit/s
	Variable Charge Service	Symmetric Type	6Mb/s	Can transmit signals at 6.144Mbit/s
			10Mb/s	LAN connection by Ethernet which can transmit signals at up to 10Mbit/s
			45Mb/s	Can transmit signals at 44.736Mbit/s or LAN connection by ATM which can transmit signals at up to 45Mbit/s
			100Mb/s	LAN connection by Ethernet or ATM which can transmit signals at up to 100Mbit/s
			155Mb/s	LAN connection by ATM which can transmit signals at up to 155Mbit/s

	Asymmetric Type	1000Mb/s	1000Mbit/s Ethernet which can transmit signals at up to 1000Mbit/s and receive signals at up to 250Mbit/s
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2) Section 2 (IPv6)

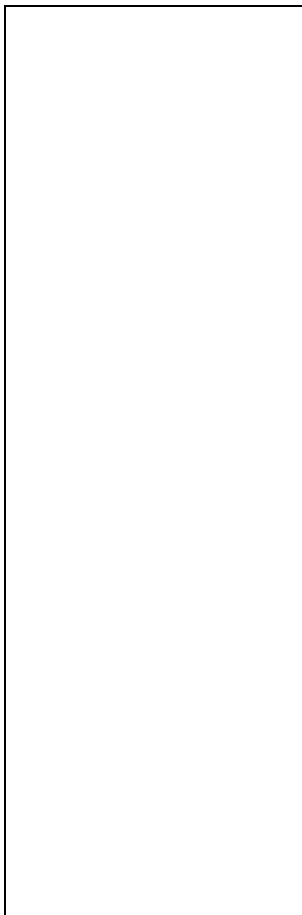
Classifi-cation		Item	Details
Fixed Charge Service	Symmetric Type	64kb/s	Can transmit signals at 64kbit/s
		128kb/s	Can transmit signals at 128kbit/s
		192kb/s	Can transmit signals at 192kbit/s
		256kb/s	Can transmit signals at 256kbit/s
		384kb/s	Can transmit signals at 384kbit/s
		512kb/s	Can transmit signals at 512kbit/s
		768kb/s	Can transmit signals at 768kbit/s
		1Mb/s	Can transmit signals at 1.024Mbit/s
		1.5Mb/s	Can transmit signals at 1.536Mbit/s
Variable Charge Service	Symmetric Type	6Mb/s	Can transmit signals at 6.144Mbit/s
		10Mb/s	LAN connection by dedicated Ethernet which can transmit signals at up to 10Mbit/s
		45Mb/s	Can transmit signals at 44.736Mbit/s or LAN connection by dedicated ATM which can transmit signals at up to 45Mbit/s
		100Mb/s	LAN connection by dedicated Ethernet or ATM which can transmit signals at up to 100Mbit/s
		155Mb/s	LAN connection by dedicated ATM which can transmit signals at up to 155Mbit/s

Remarks

1 100Mb/s (Semi-duplex) for Fixed charge of Type II Internet Gateway Service (Asymmetric type) may not be provided at some conditions such as the distance between Customer Circuits and the Terminal Equipment installed by the Customer.

2 Type I Internet Gateway Service shall be provided by connecting the Connection Subscriber Line prescribed in Note 12-2 (Limited to the condition the Provider prescribed separately).

*The condition in the preceding paragraph shall be as follows.



Items of Connection Subscriber Line		Items of corresponding Internet Gateway Service	
Category I Ethernet Service	1.5Mb/s	1.5Mb/s	
	10BASE-T	10Mb/s	
	100BASE-TX	100Mb/s	
	100BASE-FX	100Mb/s	
	1000BASE-LX	1000Mb/s	
	1000BASE-SX	1000Mb/s	
Category II Ethernet Service (Limited to Type 2 (Plan 1))	10Mb/s	10Mb/s	
	100Mb/s	100Mb/s	
	1000Mb/s	1000Mb/s	
Access Data Service (Limited to Plan1)	Ethernet	10BASE-T	10Mb/s
		100BASE-TX	100Mb/s
		100BASE-FX	100Mb/s
		1000BASE-LX	1000Mb/s
		1000BASE-SX	1000Mb/s
	ATM	45Mb/s	45Mb/s
		135Mb/s	155Mb/s

<p>(3)</p> <p>Termination within Minimum Usage Period</p>	<ol style="list-style-type: none"> 1. A minimum usage period is applicable to the Internet Gateway Service. 2. If the Internet Gateway Service is terminated within the minimum usage period, the Customer shall pay the amount of usage charge for the remainder of the minimum usage period in notwithstanding the terms of Article 26 (OBLIGATION TO PAY FIXED CHARGES), Article 27 (OBLIGATION TO PAY VARIABLE CHARGE), General Rules of PRICE LIST. (If the Customer changes the item more than once within the minimum usage period, the customer shall pay the usage charge for the item of largest transmitting speed.) 3. If within the minimum usage period, the classification and/or item of the Internet Gateway Service provided to the Customer are changed, the Customer shall pay each month for the remainder, in a lump sum by the date designated by the Provider, the amount calculated by multiplying (i) the positive balance (if any) of the amount of usage charges before the change minus the amount of usage charges after the change by (ii) the remainder of the minimum usage period. (If the Customer changes the item more than once within the minimum usage period, the customer shall pay the usage charge for the item of largest transmitting speed.) 4. The amount of usage charge for the remainder described in paragraph 2 (only for Variable charge) and the usage charges before the change described in paragraph 3 (only for Variable charge) shall be prescribed in the following list. <table border="1" data-bbox="475 1104 1433 1563"> <thead> <tr> <th>Item</th> <th>Usage Charge</th> </tr> </thead> <tbody> <tr> <td>6Mb/s</td> <td>Usage charge for the average usage speed below 256kb/s</td> </tr> <tr> <td>10Mb/s</td> <td>Usage charge for the average usage speed below 256kb/s</td> </tr> <tr> <td>45Mb/s</td> <td>Usage charge for the average usage speed below 1Mb/s</td> </tr> <tr> <td>100Mb/s</td> <td>Usage charge for the average usage speed below 5Mb/s</td> </tr> <tr> <td>155Mb/s</td> <td>Usage charge for the average usage speed below 5Mb/s</td> </tr> <tr> <td>1000Mb/s</td> <td>Usage charge for transmit signals at up to 100Mbit/s and receive signals at up to 25Mbit/s</td> </tr> </tbody> </table>	Item	Usage Charge	6Mb/s	Usage charge for the average usage speed below 256kb/s	10Mb/s	Usage charge for the average usage speed below 256kb/s	45Mb/s	Usage charge for the average usage speed below 1Mb/s	100Mb/s	Usage charge for the average usage speed below 5Mb/s	155Mb/s	Usage charge for the average usage speed below 5Mb/s	1000Mb/s	Usage charge for transmit signals at up to 100Mbit/s and receive signals at up to 25Mbit/s
Item	Usage Charge														
6Mb/s	Usage charge for the average usage speed below 256kb/s														
10Mb/s	Usage charge for the average usage speed below 256kb/s														
45Mb/s	Usage charge for the average usage speed below 1Mb/s														
100Mb/s	Usage charge for the average usage speed below 5Mb/s														
155Mb/s	Usage charge for the average usage speed below 5Mb/s														
1000Mb/s	Usage charge for transmit signals at up to 100Mbit/s and receive signals at up to 25Mbit/s														
<p>(4)</p> <p>Measurement of Average Usage Speed</p>	<p>I Section 1 (IPv4)</p> <ol style="list-style-type: none"> 1. The average usage speed for those the Provider prescribed separately and Variable charge of Type I Internet Gateway Service (Symmetric type) and Type II Internet Gateway Service (Symmetric type) shall be based on a larger speed of either Average Transmitting Speed or Average Receiving Speed described in the following list. <table border="1" data-bbox="475 1821 1433 1859"> <thead> <tr> <th>Classification</th> <th>Details</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Classification	Details												
Classification	Details														

Average Transmitting Speed	Average Transmitting Speed is as follows; The speed, which is calculated by dividing the total number of transmitting signals (to the Provider Customer Port from the Customer Autonomous Terminal Equipment or the Customer Circuits during the time separately prescribed by the Provider) by the elapsed time (hereinafter referred to as "Transmitting Speed"), is divided by the number of measurement on each Billing Month.
Average Receiving Speed	Average Receiving Speed is as follows; The speed, which is calculated by dividing the total number of transmitting signals (from the Provider Customer Port to the Customer Autonomous Terminal Equipment or the Customer Circuits during the time separately prescribed by the Provider) by the elapsed time (hereinafter referred to as "Receiving Speed"), is divided by the number of measurement on each Billing Month.

2. The average usage speed for Variable charge of Asymmetric type shall be based on a Maximum Transmitting Speed and a Maximum Receiving Speed described in the following list.

Classification	Details
Maximum Transmitting Speed	Maximum Transmitting Speed is as follows; The Transmitting Speed, which is the largest Transmitting Speed excluding top 5% measured values of the total number of Transmitting Speed measurement at the Provider Telecommunication Equipment or the Customer Port
Maximum Receiving Speed	Maximum Receiving Speed is as follows; The Receiving Speed, which is the largest Receiving Speed excluding top 5% measured values of the total number of Receiving Speed measurement at the Provider Telecommunication Equipment or the Customer Port

3. In case of any fractions of less than one yen resulting from the calculation of charges prescribed in paragraph 1. and 2., the Provider shall discard such fractions.
4. The Provider shall measure the Transmitting Speed and Receiving Speed of each Customer Port at the period prescribed in the following list.

Classification	Period for Measurement
A Billing Month at the Service start month	From the Provider designated time at the day of commencement to the last day of a Billing Month
Each Billing Month after the Service start month and prior to the final month	From the first day to the last day of a Billing Month
A Billing Month for the final month	From the first day of a Billing Month to the Provider designated time at the day of termination

* Those separately prescribed by the Provider in paragraph 1 refers to the IPv6 Tunnel Service prescribed in List no. 3 (CHARGES FOR INCIDENTAL SERVICES) of Price List no. 1

II Section 2 (IPv6)

1. The average usage speed for those the Provider prescribed separately and Variable charge of Type I Internet Gateway Service and Type II Internet Gateway Service shall be based on a larger speed of either Unit Time Average Transmitting Speed or Unit Time Average Receiving Speed described in the following list excluding top 5% measured values of the total number.

Classification	Details
Unit Time Average Transmitting Speed	Unit Time Average Transmitting Speed is as follows; The speed, which is calculated by dividing the total number of transmitting signals (to the Provider Customer Port from the Customer Autonomous Terminal Equipment or the Customer Circuits during the time separately prescribed by the Provider) by the elapsed time.
Unit Time Average Receiving Speed	Unit Time Average Receiving Speed is as follows; The speed, which is calculated by dividing the total number of transmitting signals (from the Provider Customer Port to the Customer Autonomous Terminal Equipment or the Customer Circuits during the time separately prescribed by the Provider) by the elapsed time.

2. In case of any fractions of less than one yen resulting from the calculation of charges prescribed in paragraph 1, the Provider shall discard such fractions.
3. The Provider shall measure the Unit Time Transmitting Speed and Unit Time Receiving Speed of each Customer Port at the period prescribed in the following list

Classification	Period for Measurement
A Billing Month at the Service start month	From the Provider designated time at the day of commencement to the last day of a Billing Month
Each Billing Month after the Service start month and prior to the final month	From the first day to the last day of a Billing Month
A Billing Month for the final month	From the first day of a Billing Month to the Provider designated time at the day of termination

(5)
Service Quality (Availability)

1. The Provider shall issue a credit, in the event that the Internet gateway service is completely disrupted due to circumstances caused by the Provider (including the case that the service is almost disrupted by the outage of the Telecommunications Equipment of Internet Gateway Services) and if the Provider cannot fix the problem within 15 minutes from the time that the Customer requests for the repair according to the prescription in Article 32(CUSTOMER'S SCOPE OF RESPONSIBILITY). (If the Provider identified the outage before the customer request, the Provider shall apply the identified time.) (Hereinafter the credit shall be referred to as the "Availability Credit") Provided, however, that this shall not apply for the cases below. In those cases, the Provider handles refund in accordance to the Article 26(OBLIGATION TO PAY FIXED CHARGES) item 2 and the Article 27(OBLIGATION TO PAY VARIABLE CHARGE) item 2.

- 1) When the Customer is to terminate the subscription of Internet Gateway Services in accordance to the prescription in the Article 20(SUSPENSION OF SERVICES) item 1 and the Provider notified the Customer of that in advance.
- 2) The Customer is in a state of Stoppage of Connection in accordance to the prescription in Article 21(STOPPAGE OF CONNECTION).
- 3) When the problem caused by the Provider is outside of the service zone separately described by the Provider.
- 4) When the Customer does not ask to claim the refund.
2. Availability Credit shall be calculated by multiplying the pro-rated Monthly Charge for the month the service is consequently disrupted by the Refund Rate that is stipulated below. (In the event as prescribed in the provision 2 of the General Rules of the Price List 1 occurs, the amount shall be calculated based on the provision 2 and the provision 3 of the General Rules.)

Downtime until Recovery	Refund Rate
Over 15 minutes - under 1 hour	1/30
Over 1 hour – under 2 hours	1/15
Over 2 hours - under 3 hours	1/10
Over 3 hours - under 4 hours	2/15
Over 4 hours - under 5 hours	1/6
Over 5 hours - under 6 hours	1/5
Over 6 hours onwards	7/30

	<ol style="list-style-type: none"> 3. The Provider shall issue a credit in accordance to the calculation using the rate set above with the upper limit of 7/30 of the Monthly Charge. 4. In the case of provision 1, if the number of the status that the service is completely disrupted is more than one at one calendar month, the Provider will issue a credit for the sum of individual Availability Credit amount with the upper limit as described in provision 3. 5. When the refund stipulated in (5) (Availability) occurs at the same time with the refund stipulated through (6)(Latency) to (8) (Customer Notification) in one calendar month, the prescription stipulated in (8) (Customer Notification) shall be applicable. 6. The prescription stipulated in (5) (Availability) shall only be applicable to Section 1 (IPv4).
<p>(6) Service Quality (Latency)</p>	<ol style="list-style-type: none"> 1. The Provider shall issue a credit for 1/30 of the Monthly Charge when the average of the Latency, the time measured for round trip of IP packet transmission between Telecommunications Equipment of Internet Gateway Network exceeds the separately prescribed timeframe in a calendar month. (In the event as prescribed in the provision 2 of the General Rules of the Price List 1 occurs, the amount shall be calculated based on the provision 2 and the provision 3 of the General Rules.) Provided, however, that this shall not apply if the Customer is in the state of the Suspension of Services, Stoppage of Services and Stoppage of Connection. This shall not apply when the Customer does not ask to claim the refund. 2. At the calendar month applicable to the refund stipulated in (6) (Latency), and also applicable to the refund as stipulated in (5) (Availability), (7) (Packet Loss) and (8) (Customer Notification) at the same time, the prescription stipulated in (8) (Customer Notification) shall be applicable. 3. The prescription stipulated in (6) (Latency) shall only be applicable to Section 1 (IPv4).

<p>(7) Service Quality (Packet Loss)</p>	<ol style="list-style-type: none"> 1. The Provider shall issue a credit for 1/30 of the Monthly Charge when the average of the Packet Loss, the rate measured for the IP packet between Telecommunications Equipment of Internet Gateway Network, exceeds the separately prescribed rate in a calendar month. (In the event as prescribed in the provision 2 of the General Rules of the Price List 1 occurs, the amount shall be calculated based on the provision 2 and the provision 3 of the General Rules.) Provided, however, that this shall not apply if the Customer is in the state of the Suspension of Services, Stoppage of Services and Stoppage of Connection. This shall not apply when the Customer does not ask to claim the refund. 2. At the calendar month applicable to the refund stipulated in (7) (Packet Loss), and also applicable to the refund as stipulated in (5) (Availability), (6) (Latency) and (8) (Customer Notification) at the same time, the stipulation (8) (Customer Notification) shall be applicable. 3. The prescription stipulated in (7) (Packet Loss) shall only be applicable to Section 1 (IPv4).
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<p>(8)</p> <p>Service Quality (Customer Notification)</p>	<p>1 . The Provider shall issue a credit for 1/30 of the Monthly Charge in event of the Provider fails to notify the Customer's prescribed contact within 30 minutes of the time the Provider identifies the Internet Gateway Network Services outage. (In the event as prescribed in the provision 2 of the General Rules of the Price List 1 occurs, the amount shall be calculated based on the provision 2 and the provision 3 of the General Rules.)</p> <p>Provided, however, that this shall not apply for the cases bellow.</p> <p>i) The Customer is in the state of the Suspension of Services, Stoppage of Services and Stoppage of Connection at the time the Provider identifies the outage.</p> <p>ii) When the Provider cannot reach the Customer due to the status of the Customer's Telecommunications Equipment.</p> <p>iii) When the Customer does not ask to claim the refund.</p> <p>2 . The upper limit of the refund shall be the Monthly Charge.</p> <p>3 . In the event of provision 1, if the number of the situation that the Provider fails to notify the Customer of the outage within 30 minutes is more than once at one calendar month, the Provider will issue the sum of individual credit amount with the upper limit of the Monthly Charge.</p>
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	<p>4 . At the calendar month applicable to the refund stipulated through (5) (Availability) to (8) (Customer Notification) in one calendar month, the Provider shall issue a credit for the sum of the refund for Availability Credit, Latency Credit, Packet Loss Credit and Customer notification Credit. Provided, however, that the Provider shall refund the Monthly Charge when the sum exceeds the Monthly Charge.</p> <p>5 . The prescription stipulated in (8) (Customer Notification) shall only be applicable to Section 1 (IPv4).</p>
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(2) Charges

(2)-1 Charges for Type I Internet Gateway Service

(2)-1-1. Section 1 (IPv4)

(2)-1-1-1. Fixed Rate (Symmetric Type)

Per Internet Gateway Agreement	
Bandwidth	Monthly Fees
1.5Mb/s	

(2)-1-1-2. Variable Rate

(2)-1-1-2-1. Symmetric Type

Per Internet Gateway Agreement		
Bandwidth	Average Usage Speed	Monthly Fees
10Mb/s	Below 256kb/s	
	256kb/s to 3584kb/s	
	3584kb/s to 6Mb/s	
45Mb/s	Below 1Mb/s	
	1Mb/s to 24Mb/s	
	24Mb/s to 45Mb/s	
100Mb/s	Below 5Mb/s	

	5Mb/s to 59Mb/s	
	59Mb/s to 100Mb/s	
155Mb/s	Below 5Mb/s	
	5Mb/s to 88Mb/s	
	88Mb/s to 155Mb/s	

Note :1Mb/s=1024kb/s

(2)-1-1-2-2. Asymmetric Type

		Per Internet Gateway Agreement
Bandwidth	Average Usage Speed	Monthly Fees
1000Mb/s	Maximum Transmitting Speed is up to 100Mbit/s and Maximum Receiving Speed is up to 25Mbit/s	
	Maximum Transmitting Speed is up to 200Mbit/s and Maximum Receiving Speed is up to 50Mbit/s	
	Maximum Transmitting Speed is up to 300Mbit/s and Maximum Receiving Speed is up to 75Mbit/s	
	Maximum Transmitting Speed is up to 400Mbit/s and Maximum Receiving Speed is up to 100Mbit/s	
	Maximum Transmitting Speed is up to 500Mbit/s and Maximum Receiving Speed is up to 125Mbit/s	
	Maximum Transmitting Speed is up to 600Mbit/s and Maximum Receiving Speed is up to 150Mbit/s	
	Maximum Transmitting Speed is up to 700Mbit/s and Maximum Receiving Speed is up to 175Mbit/s	
	Maximum Transmitting Speed is up to 800Mbit/s and Maximum Receiving Speed is up to 200Mbit/s	

	Maximum Transmitting Speed is up to 900Mbit/s and Maximum Receiving Speed is up to 225Mbit/s	
	Maximum Transmitting Speed is up to 1000Mbit/s and Maximum Receiving Speed is up to 250Mbit/s	

Note :1Mb/s=1024kb/s

(2)-1-2. Section 2 (IPv6)

(2)-1-2-1. Fixed Rate (Symmetric Type)

Per Internet Gateway Agreement

Bandwidth	Monthly Fees
1.5Mb/s	

(2)-1-2-2. Variable Rate (Symmetric Type)

Per Internet Gateway Agreement

Bandwidth	Average Usage Speed	Monthly Fees
10Mb/s	Below 256kb/s	
	256kb/s to 7168kb/s	
	7168kb/s to 10Mb/s	
45Mb/s	Below 1Mb/s	
	1Mb/s to 32Mb/s	
	32Mb/s to 45Mb/s	
100Mb/s	Below 5Mb/s	
	5Mb/s to 70Mb/s	
	70Mb/s to 100Mb/s	
155Mb/s	Below 5Mb/s	
	5Mb/s to 108Mb/s	
	108Mb/s to 155Mb/s	

(2)-2 Charges for Type II Internet Gateway Service

(2)-2-1. Section 1 (IPv4)

(2)-2-1-1. Fixed Rate

(2)-2-1-1-1. Symmetric Type

Per Internet Gateway Agreement	
Bandwidth	Monthly Fees
64Kb/s	
128Kb/s	
192Kb/s	
256Kb/s	
384Kb/s	
512Kb/s	
786Kb/s	
1Mb/s	
1.5Mb/s	

(2)-2-1-1-2. Asymmetric Type

Per Internet Gateway Agreement	
Bandwidth	Monthly Fees
1Mb/s	
2Mb/s	
3Mb/s	
4Mb/s	
5Mb/s	
10Mb/s(Ethernet)	
10Mb/s(Fast Ethernet)	
20Mb/s	
30Mb/s	
40Mb/s	
50Mb/s	
100Mb/s(Semi-duplex)	
100Mb/s(Full-duplex)	

(2)-2-1-2. Variable Rate (Symmetric Type)

(2)-2-1-2-1. Symmetric Type

Per Internet Gateway Agreement		
Bandwidth	Average Usage Speed	Monthly Fees
6Mb/s	Below 256kb/s	
	256kb/s to 3584kb/s	
	3584kb/s to 6Mb/s	
10Mb/s	Below 256kb/s	
	256kb/s to 3584kb/s	
	3584kb/s to 6Mb/s	
45Mb/s	Below 1Mb/s	
	1Mb/s to 24Mb/s	
	24Mb/s to 45Mb/s	
100Mb/s	Below 5Mb/s	
	5Mb/s to 59Mb/s	
	59Mb/s to 100Mb/s	
155Mb/s	Below 5Mb/s	
	5Mb/s to 88Mb/s	
	88Mb/s to 155Mb/s	

(2)-2-1-2-2. Asymmetric Type

Per Internet Gateway Agreement		
Bandwidth	Average Usage Speed	Monthly Fees
1000Mb/s	Maximum Transmitting Speed is up to 100Mbit/s and Maximum Receiving Speed is up to 25Mbit/s	
	Maximum Transmitting Speed is up to 200Mbit/s and Maximum Receiving Speed is up to 50Mbit/s	
	Maximum Transmitting Speed is up to 300Mbit/s and Maximum Receiving Speed is up to 75Mbit/s	
	Maximum Transmitting Speed is up to 400Mbit/s and Maximum Receiving Speed is up to 100Mbit/s	

	Maximum Transmitting Speed is up to 500Mbit/s and Maximum Receiving Speed is up to 125Mbit/s	
	Maximum Transmitting Speed is up to 600Mbit/s and Maximum Receiving Speed is up to 150Mbit/s	
	Maximum Transmitting Speed is up to 700Mbit/s and Maximum Receiving Speed is up to 175Mbit/s	
	Maximum Transmitting Speed is up to 800Mbit/s and Maximum Receiving Speed is up to 200Mbit/s	
	Maximum Transmitting Speed is up to 900Mbit/s and Maximum Receiving Speed is up to 225Mbit/s	
	Maximum Transmitting Speed is up to 1000Mbit/s and Maximum Receiving Speed is up to 250Mbit/s	

(2)-2-2. Section 2 (IPv6)

(2)-2-2-1. Fixed Rate (Symmetric Type)

Per Internet Gateway Agreement

Bandwidth	Monthly Fees
64Kb/s	
128Kb/s	
192Kb/s	
256Kb/s	
384Kb/s	
512Kb/s	
786Kb/s	
1Mb/s	
1.5Mb/s	

(2)-2-2-2. Variable Rate (Symmetric Type)

		Per Internet Gateway Agreement
Bandwidth	Average Usage Speed	Monthly Fees
6Mb/s	Below 256kb/s	
	256kb/s to 4352kb/s	
	4352kb/s to 6Mb/s	
10Mb/s	Below 256kb/s	
	256kb/s to 7168kb/s	
	7168kb/s to 10Mb/s	
45Mb/s	Below 1Mb/s	
	1Mb/s to 32Mb/s	
	32Mb/s to 45Mb/s	
100Mb/s	Below 5Mb/s	
	5Mb/s to 70Mb/s	
	70Mb/s to 100Mb/s	
155Mb/s	Below 5Mb/s	
	5Mb/s to 108Mb/s	
	108Mb/s to 155Mb/s	

(3) Charges for Additional Services

Classification			Unit	Monthly Fees	
				10Mb/s	100Mb/s
Smart Content Delivery Service	Basic Function (Local Server Load Balance)	The Provider shall register one IP Address to multiple Customer Telecommunications Equipment. Whenever the request, as to the connection to the IP Address, has occurred, the Provider shall presume the workload on each Telecommunications Equipment, and give the prior connection to the equipment which workload is likely to be lower.	Each Customer Circuits		
	Additional Function (Global Server Load Balance)	The Provider shall register multiple IP Addresses to the Customer Domain Name. Whenever the inquiry as to the IP Addresses has occurred, the Provider shall measure the response time between each IP Address and the Telecommunication Equipment, and reply the IP Address which response time is shorter.	Each Customer Circuits		

	Remarks	<ol style="list-style-type: none"> 1. The Service is only for 10Mb/s or 100Mb/s Variable Charge Service of the Type II Internet Gateway Service. 2. As for the application for Local Smart Content Delivery Service, the Customer shall notify IP Addresses of telecommunication equipments installed by the Customer, and the IP Address for the preceding Remark 1. 3. As for the application for Global Smart Content Delivery Service, the Customer shall notify the IP Address and Domain Name to be registered. 		
Backup Port Service	The service to change Customer Port to another pre-installed Customer Port (hereinafter referred to as "Backup Port") when the Internet Gateway Services are completely unusable because of the trouble of the Customer Circuit or the Provider Telecommunication Equipment.		Per Backup Port	
	Remarks	The Service is only for 100Mb/s Fixed charge of the Type II Internet Gateway Service.		
DNS Service	The service, which collate and convert Domain name and IP Address by the Provider Telecommunication Equipment.		Per Domain	

IPv6 Tunnel Service	The service to set up the logical port enabling the transmission of IPv6 packet at IPv6 Tunneling Equipment (the Telecommunication Equipment installed between IPv4 Equipment (the Telecommunication Equipment which can transmit and receive IPv4) and IPv6 Equipment (the Telecommunication Equipment which can transmit and receive IPv6)) which transmits IPv6 packet through IPv4 Equipment by wrapping IPv6 packet with IPv4 packet as well as extracting IPv6 packet from IPv4 packet.	Per logical port	Average usage speed below 5Mb/s	
			Average usage speed over 5Mb/s and under 150Mb/s	
			Average usage speed over 150Mb/s	
Remarks Additional Services shall only be provided to Section 1 (IPv4).				

Note: 1Mb/s=1024kb/s

List no. 2 CONSTRUCTION EXPENSES

Type I Internet Gateway Service

(1)-1 Fixed Charges

Per Internet Gateway Agreement

Item	Construction Expense
1.5Mb/s	

(1)-2 Variable Charges

Per Internet Gateway Agreement

Item	Construction Expense
10Mb/s	
45Mb/s	
100Mb/s	
155Mb/s	
1000Mb/s	

Type II Internet Gateway Service

(2)-1 Fixed Charges

Per Internet Gateway Agreement

Item	Construction Expense
64Kb/s	
128Kb/s	
192Kb/s	
256Kb/s	
384Kb/s	
512Kb/s	
768Kb/s	
1Mb/s	
1.5Mb/s	
1Mb/s	

2Mb/s
3Mb/s
4Mb/s
5Mb/s
10Mb/s(Ethernet)
10Mb/s(Fast Ethernet)
20Mb/s
30Mb/s
40Mb/s
50Mb/s
100Mb/s(Semi-duplex)
100Mb/s(Full-duplex)

Variable Charges

Per Internet Gateway Agreement

Item	Construction Expense
Can transmit signals at 6.144Mbit/s	
10Mb/s	
45Mb/s (Can transmit signals at 44.736Mbit/s)	
45Mb/s (LAN connection by ATM which can transmit signals at up to 45Mbit/s)	
100Mb/s	
155Mb/s	
1000Mb/s	

Construction Expenses for Additional Services

(3)-1 Smart Content Delivery Service

Per Customer Circuit

Classification	Construction Expense
Construction Expenses related to starting the Basic Function	
Construction Expenses related to starting the Additional Function	
Remarks: If the commencement dates for Basic Function and Additional Function are same, Construction Expenses shall not be applied to the Additional Function.	

(3)-2 Backup Port Service

Per Backup Port

Classification	Construction Expense
Construction Expenses related to starting the service	

(3)-3 DNS Service

Per Domain

Classification	Construction Expense
Construction Expenses related to starting the service	
Construction Expenses related to Changing the service	

(3)-4 IP Security Gateway Service

Classification	Unit	Charge
Construction Expenses related to starting the service	Per construction	
Construction Expenses related to establishing or adding the IP Security Port	Up to 128Kb/s	
	Up to 512Kb/s	
	Up to 1.5Mb/s	
Construction Expenses related to Changing or abolishing the service	Per IP Secure Port	

(3)-5 IPv6 Tunnel Service Construction Expenses

Classification	Charge
Construction Expenses related to starting the service	
Construction Expenses related to Changing the service	

List no. 3 CHARGES FOR INCIDENTAL SERVICES

1. IP Address Assignment Service

Details	Unit	Charge
The assignment of IP Address (assigned by JPNIC) to Customers	Per Application	

2. Domain Management Service

Details	Unit	Charge
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Service for the correspondence of IP Addresses (assigned by the IP Address Assignment Service) to obtained Domain Names from JPNIC	Per Domain Name	
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SERVICE CONDITIONS

Colocation Services

Service Menu

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

Colocation Service

Definition

1. This Service Condition applies to the Colocation Services ordered from a customer ("**Customer**") to NTT America, Inc. ("**NTTA**") pursuant to the Service Order. The Service Order, any appendices to the Service Order and the Internet Gateway Service Standard Terms and Conditions, which includes these Service Conditions, collectively, comprise the "**Agreement**".
2. Any defined terms used in this Service Condition, other than the ones defined herein, shall have the same meanings as the defined terms in the Agreement.

Service Conditions for Colocation Service

1. Overview

Colocation Service is to collocate Customer's Terminal Equipment with superior earthquake-proof durability, equipped with advanced security and stable power supply systems and air cooling systems in NTTA's Data Center (hereinafter referred to as "Bailment").

2. Service Condition

1) Data Center Location:

2-9-15 Futaba, Shinagawa-ku, Tokyo, or as specified in the Service Order

2) Data Center specification

(1) Security and Access

Lobby entrance: Application form by E-mail beforehand

Room entrance: Biometric access (Palm), or card key entrance

Rack: Secured racks with lockable doors

Other: CCTV monitoring (Customer cannot have records and logs), 24hour security guard

(2) Power Supply: Power supply is equipped with uninterruptible power source UPS battery and generator for emergency backup

(3) Fire Protection & suppression

3) Rack Specification

(1) Rack Specification

Ready-made	Full(1Rack)
Security	Lockable with key (Double-sided Door)
Breaker	Placed in each rack
Maximum Load	200kg
Power Capacity*1	100V/20A
Number of outlet	10
Number of shelves	3
*2	
FAN	Top of rack
Number of Unit	41U

*1: A rack comes with one power feeds. And can be added on request.

*2: Power, shelf, outlet can be added.

Cage: Only custom-made cage available. Quotation will be made on request.

(2) Shape of power outlet

Standard power spec in Japan is 100VAC with NEMA-5-15 receptacles.

5) Rack Reservation

Customer who is already using Colocation Service can reserve a rack up to 3 months by paying the Charges for rack reservation prescribed in Service Order.

6) Contact Person

(1) Customer shall appoint a contact person and shall notify such information to NTTA prior to use Colocation Service. Upon replacement of one contact person by another, the Customer shall notify such replacement to NTTA immediately in writing. NTTA shall not be liable for any damage caused by the inability to contact the Customer due to failure to provide such notification.

(2) The contact person shall be responsible for communications and negotiations with NTTA and shall also strive to ensure the appropriate use of Colocation Service.

7) Bailment and Maintenance of Customer's Terminal Equipment

(1) Bailment of Customer's Terminal Equipment

(a) Customer shall provide NTTA with information on the relevant Terminal Equipment to be placed in a Data Center in Bailment or any related information when making an application for Colocation Service.

(b) Customer shall comply with the following upon Bailment of the Terminal Equipment. NTTA may choose not to approve Bailment if it considers that such approval may have an adverse effect on the relevant Data Center.

- Customer shall not construct any fixtures in the relevant Data Center without the previous permission of NTTA.
- Customer shall not bail anything that may ignite, explode, emit extraordinary heat, cause any extraordinary change in temperature or humidity or have any other adverse effects on the relevant Data Center, nor shall it bail any Terminal Equipment or related object whose weight exceeds the weight limits determined by NTTA.
- If any problems are found in Customer's Terminal Equipment, NTTA shall report such problems to the Customer. In the event that such trouble may have an adverse effect on the relevant Data Center, the Customer shall, at its expense, remove or relocate the relevant Terminal Equipment or related objects and/or take any other appropriate measures promptly, provided, however, that in the case of an emergency or any other unavoidable event, NTTA may remove or relocate the problem Terminal Equipment or related objects of the Customer, at the Customer's expense, without prior notice to the Customer.
- In the event that the Customer intends to repair, relocate or alter Terminal Equipment or attach any other device thereto, it shall obtain the prior approval of NTTA.
- Customer shall not bail any third party's assets or devices to NTTA (hereinafter referred to as "Sub-bailment") without the prior written approval of NTTA, provided, however, that the foregoing shall not apply to any leased object.

(c) NTTA shall control the temperature of the relevant Data Center in accordance with the method and target separately determined by NTTA. The Customer acknowledges that such target is not the sort of the thing to guarantee the temperature of the Data Center.

(2) Delivery and Installation of the Terminal Equipment and Imposition of Costs

(a) Customer shall bring in its Terminal Equipment upon admission as mentioned in 7) (9).

(b) When necessary, Customer shall take safety measures on the delivery and installation of the Terminal Equipment at its own expense pursuant to NTTA's direction.

(c) Customer acknowledges that the Customer shall entrust the installation work of the Terminal Equipment to NTTA in the event that NTTA designates so.

(3) Change of Installation Site and Imposition of Costs

(a) NTTA may change the installation site for any Terminal Equipment or for any other equipment that NTTA has allowed the Customer to use if such change is inevitable due to such reasons as NTTA's maintenance or engineering work or any obstacle in the building.

(b) In the case specified in 7)(3)(a), NTTA shall notify the Customer of such in change in advance, and any standards for use of the installation site and equipment after such change shall be the same as before such change.

(4) Relocation and Removal of Terminal Equipments and Imposition of Costs

Except in the cases specified in 7)(3), relocation and removal of any Terminal Equipment shall be done as stated in the following manner:

(a) In the event that the Customer requests a change of installation site or termination of any Bailment and carries out the relocation or removal, all costs and expenses required for such relocation or removal shall be borne by the Customer.

(b) In the event that any relocation or removal is caused by an Act of God or force majeure or other reason for which NTTA shall not be liable or by fire (excluding cases where such fire is caused by NTTA's gross negligence), all costs and expenses required for such relocation or removal shall be borne by the Customer.

(c) In the cases of (7)4)(a) and (7)4)(b) above, all costs and expenses required for restoration of the installation site and those incurred by NTTA due to any engineering work conducted in order to provide the Customer with such installation site shall also be borne by the Customer.

(d) If necessary during the period of the Agreement or if the Agreement is terminated for any reason, the Customer shall remove all of its Terminal Equipment and related objects at its own risk, restore the installation site to its original state and hand over such location to NTTA.

(e) If requested by the Customer or if otherwise necessary, NTTA may send the Customer's Terminal Equipment and related objects back to the Customer at the Customer's expense.

(f) Upon termination of the Agreement for any reason, if the Customer fails to remove its Terminal Equipment and related objects, NTTA may discard or sell the relevant Terminal Equipment and related objects without prior notice to the Customer. The Company may charge any costs and expenses for such disposition to the Customer, and shall bear no liabilities for such costs or expenses.

(g) In the event that NTTA requests for its convenience, termination of Bailment and carries out the relocation or removal, any costs and expenses required for such relocation or removal (costs and expenses for removal, transportation, installation and adjustments) shall be borne by NTTA. Notwithstanding the foregoing, such costs and expenses shall not include any costs or expenses for purchase of new equipment or devices such as partitions, or for engineering work.

(5) Management of Terminal Equipments and Related Objects

(a) The Customer's Terminal Equipment and related objects shall be managed at the Customer's own risk.

(b) In the event that the Customer intends to use any service separately provided by NTTA and that any equipment to be used for provision of the relevant service is to be placed within the Customer's rack, the Customer's approval for opening and closing the rack in order to conduct any engineering work and periodic maintenance work, shall be deemed to have been given upon application for such engineering work; provided, however, that the Customer may request to be exempted from this article in writing in a form separately specified by NTTA.

(c) When NTTA finds situation including, without limitation, fire, smoke, noise and extraordinary change of temperature or humidity and determines that it necessary to take emergency measures, NTTA may open and shut the Customer's rack to take such measures without prior notice to the Customer. NTTA shall notify the Customer of it after the fact.

(6) Scope of Maintenance Service

(a) The scope of maintenance service of Colocation Service is limited to the following;

- (1) Confirmation of lamp status
- (2) Switching off and on
- (3) Operation of reset buttons

NTTA shall conduct the maintenance services specified in (6)(a) pursuant to the Customer's directions only in the event of outages in Terminal Equipments or possibility of outages in Terminal Equipments.

(b) The Customer shall provide NTTA with maintenance procedures for the Terminal Equipment in advance in writing in relation to the scope of maintenance mentioned in (6)(a) (hereinafter referred to as the "**Maintenance Guide**"), and NTTA's maintenance services shall be performed pursuant to such a Maintenance Guide.

(c) NTTA shall not be liable for any results arising from any service provided pursuant to the request by the Customer or by the third party representing the Customer.

(d) The maintenance work shall be deemed to be completed by the confirmation report from NTTA to the Customer.

(7) Requests for Maintenance Work

In the event that the Customer requests NTTA to undertake maintenance work, the Customer shall report the name of the Customer's contact person in advance. NTTA shall not conduct any maintenance work requested by the contact person who is not reported beforehand.

(8) Customer's Support for Maintenance Work

(a) The Customer shall provide maximum support for NTTA's maintenance services performed under the Agreement. If required for such maintenance services, NTTA may manipulate and use the Customer's devices and equipment without limitation or charge, upon receiving the Customer's approval.

(b) The Customer shall obtain support from any concerned parties, including its own contracting parties for engineering or maintenance work and visitors (hereinafter referred to as “**Concerned Parties**”), as required for NTTA's maintenance work.

(c) Upon NTTA's request, the Customer shall provide information on the lines housed in its devices and other information concerning its devices as well as any technical information necessary for NTTA's maintenance services.

(9) Work on Terminal Equipment by the Customer

(a) The Customer may, with NTTA's prior permission, gain admission to the building, enter the installation site of its Terminal Equipment and undertake the work necessary for the management and maintenance of Terminal Equipment; however, the Customer shall not open the raised access floor.

(b) Admission to the building by NTTA pursuant to (9)(a) shall be given, in principle, between 9:30 a.m. and 5:30 p.m. Japan standard time. Notwithstanding the foregoing, no admission will be given on Saturdays, Sundays, Japan national holidays or during the periods from December 29 through December 31 and from January 2 through January 3, provided, however, that in the case of emergency, the Customer may conduct the necessary work on any of these days or during any hours outside the aforementioned hours, upon NTTA's approval.

(c) NTTA's contact details for admission and presence during the Customer's work and those for receipt of failure reports under (9)(b) above, shall be separately specified.

(d) The Customer shall not utilize its own cables within the Data Center, and if any cabling is necessary, it shall use the connectivity services provided by NTTA. The foregoing shall not apply to the construction of cables interconnecting the Customer's adjacent racks.

(e) In the event that any opening and shutting of the raised access floor is necessary in the case specified in (9)(d), the Customer shall conduct such operation in the presence of NTTA after following the procedures specified by NTTA. In such case, if NTTA is present at the applicant's work, the Customer shall pay the relevant charges separately prescribed.

(f) In the event that any cabling undertaken pursuant to (9)(d), results in, or NTTA considers that it may result in, an event that will affect other customers, NTTA may request the Customer to remake such cabling pursuant to the methods prescribed by NTTA. All costs and expenses for such engineering work shall be borne by the Customer.

(g) In the event that the Customer connects any Terminal Equipment to any telecommunication line receiving telecommunications services provided by a telecommunications carrier, any engineering work in relation to such connection shall be conducted or directly supervised by a certified Installation technician stipulated in the Japan Telecommunications Business Law, except in cases specified otherwise in the Japan Installation Technicians Regulation (Ministry of Posts and Telecommunications Ordinance No. 28 of 1985).

(h) In the event that complying with the Customer's request in relation to the connection mentioned in (9)(d) above is technically difficult or constitutes an obstacle to NTTA's business, NTTA may refuse such a request.

8) Use of Electric Power

(1) NTTA may discontinue the electric power supply to the Customer or request the Customer to

limit or discontinue its use of electric power if electric power supply is impossible due to any of the following events:

- In the event that normal electric power supply becomes impossible due to an Act of God, fire, or other force majeure for which NTTA shall not be liable.
- In the event that NTTA's power system fails or may fail.
- Under unavoidable circumstances due to engineering work or maintenance of NTTA's power systems.
- If necessary for any other safety reason

In the aforementioned cases, NTTA shall give prior notice to the Customer, provided, however, that in an emergency, or unavoidable circumstances, such notice may be given afterwards without delay.

(2) In the event that NTTA intends to conduct engineering or maintenance work on its power systems that may affect the electric power supply to the Customer, both parties shall discuss the method, period and other details of such work, and the Customer shall provide support to NTTA for such work.

(3) NTTA may discontinue the electric power supply to the Customer due to any of the following events:

- In the event that the Customer causes or may cause significant damage to NTTA for any reason for which the Customer shall be liable, and refuses to eliminate such reason.
- In the event that the Customer poses a threat to the security of NTTA for any reason for which the Customer shall be liable.

Notwithstanding the foregoing, in the event that NTTA discontinues the electric power supply to the Customer pursuant to either Item of (3) above, and the Customer then eliminates the cause of such discontinuance immediately, NTTA shall resume electric power supply to the Customer upon confirmation of such situation.

(4) In the event that NTTA discontinues the electric power supply to the Customer pursuant to (1), the monthly Charges prescribed in Service Order for the relevant month shall be reduced for the period of such discontinuance, on a daily basis.

(5) In the event that the Customer gives notice of termination of its use of NTTA's power systems, the Customer shall bear all costs and expenses for any engineering work that has been conducted by NTTA, if any, to allow the Customer to use NTTA's power systems and any costs and expenses for any engineering work conducted to restore such power systems to their original condition.

(6) Additional electric power shall be provided up to the upper limit separately specified by NTTA.

9) Termination of Colocation Service

(1) If the Customer intends to cancel the Colocation Service, it must provide advance written notice at least one (1) month prior to such cancellation, and the Colocation Service must be cancelled when the period of advance notice has passed.

(2) Regardless of 9) (2), when all or part of NTTA's premises and/or installation sites of Customer Terminal Equipment have been damaged or destroyed by natural disasters, other events of force majeure or any other reasons not attributable to NTTA or fire, the Colocation Service will be terminated.

10) Minimum Usage Period

- (1) The Minimum Usage Period is one year from the date of commencement of provision of Colocation Service, provided, however, that any period of rack reservation shall not be included in such Minimum Service Period.
- (2) If the Colocation Service is terminated during the Minimum Usage Period, the Customer shall pay the amount of the Usage Charge for the remainder of the Minimum Usage Period by the payment date designated by NTTA.
- (3) If the monthly Usage Charges are reduced due to a change in the unit of the rack during the Minimum Usage Period, the Customer shall pay the amount equivalent to the reduced portion of the Usage Charges for Colocation Service (derived by subtracting the monthly Charges after the change from the monthly Charges before the change) corresponding to the period from the day following the day of such change through the final day of the Minimum Usage Period, in a lump sum, no later than the date designated by NTTA.
- (4) In the event that all or any part of Colocation Service is cancelled for the Customer's convenience during the period from the conclusion of the Agreement to the start of provision of Colocation Service, the Customer shall pay NTTA an amount equivalent to the Installation Fees and monthly Usage Charges prescribed in Service Order for one month.

11) Renewal Period

- (1) Unless specified otherwise in the Service Order, after the Minimum Usage Period, the term of the Colocation Service will be renewed automatically for subsequent periods of one (1) year each ("Renewal Period"), unless and until terminated by NTTA or Customer by written notice 90-days prior to the end of the Minimum Usage or Renewal Period, as applicable.

12) Limitation of Liability

- (1) NTTA's liability for installation of Terminal Equipment under the Agreement shall be limited to maintenance of the environment of the installation site in a condition necessary for maintenance and management of Terminal equipment.
- (2) In the event that the Customer's Terminal Equipment and related objects subjected to Colocation Service are lost, damaged, divulged or otherwise used for any purpose other than their original purpose due to an Act of God, fire, theft or other reason for which NTTA shall not be liable, thereby causing direct or indirect damage to the Customer, NTTA shall not be liable for such damage.
- (3) The Customer shall deal with at its own risk, and shall indemnify and hold harmless NTTA against, any claim for damages or other compensation by any third party against NTTA arising from any of the events described in 11) (1) and (2) and for which NTTA has been declared to be not liable.

13) Damages

(1) In the event that NTTA causes any damage to the Customer due to its failure to perform its obligations regarding Colocation Service, it shall compensate for normal direct damage incurred by the Customer regardless of whether or not the Agreement has been cancelled, provided, however, NTTA's liability shall be limited to the monthly Usage Charges specified in Service Order. Under no circumstances, NTTA shall be liable to the Customer for any indirect or consequential loss incurred by the Customer.

(2) In the event that the Customer's Concerned Party has any cause to claim for damages due to NTTA's fault or to any other reason for which NTTA shall be liable, the Customer shall deal with such Concerned Party at its own risk and expense, and NTTA shall be liable to the Customer to the extent specified in the Agreement.

(3) The terms prescribed in 12) (1) and (2) shall be deemed to be the provision specifying NTTA's entire liability to the Customer in relation to use of Colocation Service.

14) Entrustment to Third Party

The Customer acknowledges that NTTA may entrust provision of all or any part of Colocation Service to a third party designated by NTTA.

15) The type of Charges are as follows and the Charges shall be prescribed in Service Order.

- Monthly Charge
 - Colocation Service charge
- Initial Charge
 - Colocation Installation fee