



Service Specific Terms and Conditions for COLT JPX Co-location Services

This document sets out the specific terms and conditions applicable to COLT's JPX Co-location Services and forms part of the Service Contracts for that Service.

Article 1 – Purpose

COLT Co., Ltd. ("COLT") shall provide co-location services at one or more of the Tokyo Stock Exchange Group, Inc. ("TSE") Primary Site, TSE Proximity Area and the Osaka Securities Exchange, Inc. ("OSE") Co-location Site (each a "JPX Site" and, together, the "JPX Sites") to Customer in accordance with these Service Specific Terms and Conditions.

Article 2 – Definitions

In these terms and conditions:

"Customer Devices" means the devices and cables that Customer (or COLT or Maintenance Vendor on Customer's behalf) installs in the rack cabinets or floor space designated by COLT within a JPX Site.

"JPX" refers to the holding company of both the TSE and OSE (the Japan Exchange Group, Inc.) and when used in these Service Specific Terms and Conditions refers to either or both of the TSE and OSE as the context requires.

"JPX Site" has the meaning given to it in Article 1 above.

"Maintenance Vendor" means the third party that installs, maintains and removes Customer Devices for Customer.

"Minimum Use Period" means the minimum period of the Initial Term of the Service, which must be no less than one (1) year commencing from the start date for each Service.

"OSE" means the Osaka Securities Exchange Group, Inc.

"Procedures Book" means any procedures guide developed by the Customer and COLT in relation to the operation of the Service.

"Service Guide" means the Service Description and User Guide prepared by COLT and/or the JPX (as the case may be) regarding details of the Service and matters that Customer must comply with, in accordance with the User Agreement.

"Service" means the provision of a co-location service at one or more JPX Sites and includes the provision of rack cabinets or floor space within that site.

"TSE" means the Tokyo Stock Exchange, Inc.

"User Agreement" means the Service Contract for the Service.

Article 3 – Provision of Service

1. COLT shall provide Customer the Service in accordance with these terms and conditions, the User Agreement, the Service Guide and the Procedures Book.
2. COLT may subcontract to a third party (including a third party nominated by the JPX) all or any part of the Service. In such a case, COLT may give any information required to provide the Service (including, but not limited to, the Customer's address, details of the Customer Devices and contents of the User Agreement) to that third party without obtaining consent from Customer. Notwithstanding the foregoing, COLT is not released from its obligations and responsibilities under the User Agreement, and is primarily responsible to Customer for services provided by such third party.
3. COLT and/or the JPX may examine the Customer Devices and other facilities in order to investigate Customer's compliance with the User Agreement.

Article 4 – Installation and Operation of Customer Devices

1. Customer Devices must be installed and operated in accordance with the Service Guide, as well as meet and be compliant with all industry-recognized specifications and conform to all applicable laws.
2. Customer shall, after COLT approves, connect the Customer Devices to the network connection device installed by the JPX in accordance with the Service Guide.
3. Except where provided by COLT (e.g., by using COLT's Infrastructure Service), Customer is responsible for the preparation of the Customer Devices and other inputs required to receive and use the Service. Prior to any installation of devices necessary for power supply, Customer shall discuss and confirm details of such installation with COLT and follow COLT's instructions.
4. If the JPX relocates a JPX Site (for any reason whatsoever), Customer shall be responsible for all work required to relocate the Customer Devices and at its own expense.
5. COLT shall not be responsible for: (i) any impairment to the Service or

any other issues caused by the Customer Devices; (ii) any hardware or software supplied a third party (including the JPX); (iii) internet-related services; or (iv) any other item used by Customer in connection with the Service that is not supplied by COLT.

6. In cases where an irregularity is discovered in a Customer Device which may affect a JPX Site, Customer shall promptly remove, relocate or take any other action necessary to rectify that irregularity at its own expense. Notwithstanding the foregoing, in the event of an emergency or other similar circumstance, COLT or the JPX (as the case may be) may also remove, relocate or take any other action necessary with respect to the Customer Devices at Customer's expense.

Article 5 – Maintenance of Customer Devices

Customer shall be responsible for the operation and maintenance of all Customer Devices at its own expense and all operation and maintenance shall be in accordance with the Service Guide or as otherwise prescribed by COLT or the JPX from time to time.

Article 6 – Operation confirmation

1. COLT shall not be responsible for operating or monitoring any systems related to the Customer Devices. COLT shall only be responsible for confirming that the rack cabinets where Customer has installed the Customer Devices is locked, controlling the temperature of the rack cabinets and confirming electricity use.
2. Upon Customer's request and direction, COLT shall visually confirm indicators on the Customer Devices, turn the power on and off, and remove or replace plugs and cables in accordance with the Procedures Book.

Article 7 – Service Desk

COLT's service desk will provide support to Customer in order to use the Service (please refer to the Service Description for further details).

Article 8 – Maintenance Vendor

1. Customer may install, maintain, or remove Customer Devices itself, or may employ a Maintenance Vendor or engage COLT to do so (e.g., by using COLT's Infrastructure Service).
2. Customer shall be primarily responsible for all acts and omissions of its Maintenance Vendor.

Article 9 – Entry into a JPX Site

1. Only pre-approved representatives of Customer or the Maintenance Vendor shall be allowed to enter a JPX Site to the extent necessary to install, maintain and/or remove Customer Devices.
2. Notwithstanding the preceding paragraph, Customer or a client of Customer may enter a JPX Site because of an audit, inspection or review of Customer or its client including by a supervisory authority such as the Financial Services Agency or the Financial Instruments Firms Association, provided written notice is given to COLT in advance and COLT agrees to the time for such access.
3. COLT may require any person entering a JPX Site to sign a confidentiality agreement and/or written undertaking such that person shall not provide Customer or any other person any report or disclosure of any kind of information obtained while within that JPX Site, or regarding that JPX Site, except to the extent necessary to confirm the installation, maintenance or removal of Customer Devices, or otherwise to report on the purpose of entry in accordance with the preceding paragraph.
4. COLT, or other parties specified by COLT, may monitor the work performed by any person at a JPX Site, and may inspect or verify the Customer Devices installed at a JPX Site.

Article 10 – Early Termination Fee

1. If the User Agreement is terminated before the Minimum Use Period (other than for cause), Customer shall pay COLT within thirty (30) days of termination a termination fee equal to the Service Charges that would have been payable for the remainder of the Minimum Use Period, regardless of whether

Service Specific Terms and Conditions for COLT JPX Co-Location Services

- such termination is effective before the Service has commenced.
- If the User Agreement is amended such that the number of rack cabinets and/or floor space is decreased before the expiry of the Minimum Use Period, Customer shall pay COLT within thirty (30) days a fee equal to the Service Charges that would have been payable for the decreased amount of rack cabinets and/or floor space for remaining period of the Minimum Use Period.

Article 11 – Customer Obligations

- In addition to any other obligation under the Service Contract, Customer shall not:
 - commit any act contrary to the JPX's purpose to contribute to the increased convenience and liquidity of the financial instruments markets ("**JPX Purpose**");
 - use the Service for a purpose other than to carry out transmissions of orders, agreements and executions for the sale and purchase of marketable securities and market derivative transactions, and associated transactions;
 - commit any act that jeopardizes safety to or a person or property at a JPX Site;
 - commit any act that causes or could cause damage to the system or network of any third party who has access to a JPX Site or the facilities related to the Service;
 - install any equipment, cable or other device which is not needed to use the Service;
 - use the Service to provide services which are contrary to the JPX Purpose, such as operating a proprietary trading system the executes orders without placing them to the JPX markets;
 - change the rack cabinets for the Customer Devices or make any changes inside a JPX Site without COLT's consent;
 - enter a JPX Site without COLT's knowledge;
 - commit any act that violates or is likely to violate any law or regulation, or would be contrary to the JPX Purpose;
 - commit any act that violates public order and morals;
 - commit any act that offends or causes damage to another customer of COLT or the JPX; or
 - commit any other act that disrupts or might disrupt the operation of the Service or other services provided by COLT, or which COLT (acting reasonably) deems to be inappropriate.

Article 12 – Restricted Use of Service in an Emergency

COLT may restrict the provision of, or take action to discontinue the Service if reasonably necessary to do so in an emergency or a Force Majeure Event.

Article 13 – Suspended Use of Service

- In addition to its other rights under the User Agreement, COLT may suspend the provision of the Service in any of the following cases:
 - if the JPX Site's electrical equipment or communications equipment are subject to maintenance, construction, failure, or an unavoidable interruption;
 - if a telecommunications carrier whose telecommunications service constitutes a part of the Service (including any co-location service provided by the JPX or a third party which provides services to the JPX) discontinues providing such service; and/or
 - any of the items in Article 14 apply.
- If COLT suspends the Service according to Article 13(1)(i) above, COLT shall, except in an emergency or other unavoidable circumstance, notify Customer no later than ten (10) business days prior to the suspension and shall inform Customer of the reason for, and the period of, the suspension of the Service.
- If COLT suspends Service according to the provisions of Article 13(1)(ii) above, COLT shall, except in an emergency or other unavoidable circumstance, notify Customer in advance of the reason for, and the period of, the suspension.
- COLT shall have no liability for restricting, suspending or terminating Service pursuant to the User Agreement.

Article 14 – Termination of Services

In addition to its other rights under the User Agreement, COLT may suspend or terminate all or any part of a Service if any of the following apply with respect to Customer (in which case, COLT is not obligated to give any notice to or to compensate Customer for any consequent Loss):

- Customer has not paid Service Charges for the Service for thirty (30) days or more after the due date specified in the invoice for those Charges;
- COLT receives notice of a dishonored bill or check, or has been ordered by a financial institution to suspend banking transactions;

- it is discovered that Customer made false statements in the application or in respect of other procedures regarding the Service;
- Customer acts in a way that hinders or is likely to hinder COLT's or the JPX's business operations, or a JPX Site's electrical or communications equipment;
- Customer suspends payments;
- COLT determines (acting reasonably) that it is inappropriate to provide the Service to Customer including because of breach by customer of its obligation under Article 11 above; or
- Customer otherwise violates any provision of the User Agreement.

Article 15 – Term of the User Agreement

Unless specified otherwise in the Order Form, the term of the User Agreement is for twelve (12) months from the RFU Date ("Initial Term"). Upon expiry of the Initial Term, the User Agreement shall be automatically renewed for another twelve (12) months (an "Extended Term") unless either Party gives the other Party notice indicating its intention for the Service Term not to renew at least four (4) months prior to the expiration of the Initial Term and the Extended Term (as the case may be).

Article 16 – Automatic Termination of the User Agreement

The User Agreement is automatically terminated if any co-location service agreement COLT enters into with the JPX for the purpose of providing the Service to Customer is terminated (regardless of the cause of termination).

Article 17 – Procedures after Termination of the User Agreement

- If the User Agreement expires or is terminated, or alternatively if the User Agreement is amended to decrease rack cabinets or floor space, Customer must remove the Customer Devices that will no longer be used, and restore the rack cabinets or floor space to their original condition.
- If Customer does not remove the Customer Devices and complete restoring to the original condition by the date designated by COLT, COLT may remove or dispose of the devices and restore to the original condition without obtaining the consent of Customer and the cost of such removal shall be a debt owed to COLT by Customer.
- Upon termination of the User Agreement, Customer shall immediately pay COLT the Service Charges and any other payments incurred until the last day of the month in which rack cabinets or floor space were returned to their original condition, or in which COLT completed the removal or disposal of the Customer Devices, whichever is the earlier.

Article 18 – Limitation of liability

- To the extent permitted by applicable law, COLT makes no representation and gives no warranty nor guarantee regarding the Service, either express or implied, or for any other matter including in relation to any legal rights, merchantability, existence or non-existence of infringement of rights nor fitness for designated purpose.
- COLT bears no responsibility regarding any problem arising in relation to the Service unless the problem is caused by COLT's willful misconduct or gross negligence.
- COLT shall not be liable for any Loss due to an act or omission by another customer or a user of a service provided by Customer at a JPX Site.

Article 19 – Indemnity by Customer

Customer shall indemnify, and hold harmless, COLT for any Losses incurred or sustained by COLT due to:

- Customer's breach of the User Agreement;
- the Customer Devices or any software, internet-related services, etc. used in connection thereto;
- due to any work performed by Customer in connection with the Service, except to the extent such loss is caused by an event which is not attributable to Customer;
- any act or omission of the Maintenance Vendor; or
- any third party claim made against COLT as result of Customer's breach of the User Agreement.

Article 20 – Non-Existence of Rights to Immovable and Movable

Property

1. Customer only has the right to use rack cabinets or floor space for the Customer Devices and Customer does not have any real estate lease rights, easements, or ownership rights with respect to the foregoing, or a JPX Site.
2. Customer Devices are not deemed to be fixtures regardless of whether or not they are fixed to a JPX Site.

Article 21 – Confidentiality

1. In addition to its obligations under the User Agreement, Customer must not publicize, disclose or divulge to a third party, the location of a JPX Site, any information otherwise related to a JPX Site, or any other information such as business operational, technological, transactional or in-company information of COLT or the JPX that Customer obtains in connection with the Services without the prior written consent of COLT.
2. Customer must cause its employees and Maintenance Vendor to comply with the obligations set out in this Article 21.

Article 22 – Reports and Notifications

1. Customer shall promptly report to COLT any abnormality in the Customer Devices, electrical equipment, communications equipment or any other equipment inside a JPX Site during the term of the User Agreement.
2. Customer shall promptly notify COLT in writing if there is a change in its trade name, address, office location, point of contact, or other details. COLT may request that Customer submit documents certifying any of the foregoing changes.

Article 23 – Consultation

COLT and Customer shall consult in good faith to resolve any matter not addressed in a User Agreement, or any question as to the interpretation of a User Agreement.

Article 24 – Deposit

1. Customer shall deposit with COLT an amount equal to two (2) months' Service Charges to guarantee payment of existing or future fees or fulfillment of other liabilities ("Deposit"). COLT shall be able to change the amount of such the Deposit if the JPX requires COLT to increase any amount of deposit the JPX requires COLT to maintain.
2. COLT shall not pay interest on the Deposit.
3. Customer may not offset its liabilities to COLT by withdrawing from the Deposit, and may not assign or pledge its right to request a withdrawal of the Deposit as collateral to any third party.
4. Upon the expiry or termination of the User Agreement, regardless of whether the fee payment deadline has arrived, COLT shall be able to, without prior notice to Customer, appropriate the Deposit to offset liabilities held by Customer at the time of such expiry or termination and damages incurred for any reason attributable to Customer. In such instances, where there is a residual amount, it shall be returned to Customer.
5. If COLT returns the Deposit to Customer pursuant to Article 24(4), Customer shall return the certificate of deposit which COLT issued at the time of receiving the Deposit.

Article 25 – Anti-Social Forces

1. For the purpose of this provision, an 'Anti-Social Force' shall be a person or entity to which one or more of the following apply:
 - i. organized criminal group;
 - ii. member of any organized criminal group;
 - iii. individual, corporation, or any other association/group (including its officers, employees, and any other constituent members) that have close relationships with any organized criminal group;
 - iv. corporate extortionist;
 - v. individual, corporation, or any other association/group which has made unreasonable demands to citizens or enterprises in the name of social activism, human rights movements, or political activism, etc.;
 - vi. individual, corporation, or any other association/group which commits any act which undermines social order or civic safety, etc.; or
 - vii. entity which is deemed to have a relationship subject to social criticism with any person/entity enumerated in any of the above six items.
2. Customer represents and warrants that it, its shareholders (limited to those that have de facto participation in the management of Customer), its officers, and employees, are not an Anti-Social Force or associated with one.

3. Customer must co-operate with COLT, as needed, in relation to surveys on whether or not Customer, its shareholders, its officers, or employees are an Anti-Social Force (or associated with one), and must submit all information, documents and other materials available to Customer that are reasonably requested by COLT.
4. In addition to any other right COLT may under a User Agreement or a law, if any of the following items apply to Customer, immediately cancel all or part of the User Agreement without advance notice to Customer:
 - i. Customer has, by itself or by means of a third party, committed acts toward COLT such as violence, fraud, threatening statement, and obstruction of the conduct of business;
 - ii. has committed, or is likely to commit, by itself or by means of a third party, an act which undermines the reputation of or trust in COLT;
 - iii. its shareholders, its officers, or employees is found to be, or be associated with, an Anti-Social Force;
 - iv. where Customer does not cooperate in accordance with Article 25(3) above; or
 - v. where Customer has violated Article 21 or 24 of the "Tokyo Metropolitan Prefecture Ordinance on Eliminating Organized Crime", No. 54 of the Tokyo Metropolitan Ordinance or similar laws.