

## Appendix 1

Classification	GridDB
Service name	GridDB Cloud Azure Marketplace Fixed Monthly Commitment (Shared Instance) plan

### Service specifications of the GridDB Cloud Azure Marketplace Fixed Monthly Commitment (Shared Instance) plan

#### Positioning of the specifications

This document sets forth the service specifications (hereinafter referred to as "the Specifications") of the GridDB Cloud Azure Marketplace Fixed Monthly Commitment (Shared Instance) plan provided by Toshiba Digital Solutions Corporation (hereinafter referred to as "the Company").

Any matters not specified herein shall be subject to the provisions of the GridDB Cloud Azure Marketplace Paid Plan Terms of Use (hereinafter referred to as the "Terms"). In the event of any conflict between the Specifications and the Terms in connection with the Service, the Specifications shall prevail, thus be sure to read this document before using the Service. Please note that by subscribing to the Service, the Customer is deemed to have agreed to the contents of the Specifications.

#### 1. Service Overview

- The Service uses the GridDB provided by the Company via the Internet. Please use the appropriate service according to the environment in which you use GridDB.

#### 2. Definition of Terms

- Specific terms referred to herein are defined in Appendix 2.

#### 3. Description of Service

##### 3-1. Subscription details

Service name	Instance
GridDB Cloud Azure Marketplace Fixed Monthly Commitment (Shared Instance)	Shared environment instance

- The Service is subject to the following limitations.
  - Available storage capacity (100 GB)
  - Number of times the WebAPI can be accessed (10,000 times per 10 minutes)
- The service is provided in the UTC time zone unless otherwise defined individually in this document, the Terms, or the Microsoft Commercial Market Terms of Use.
- Depending on the cloud vendor's IaaS availability, resources may change.
- There are no additional optional services available for purchase with the Service.

##### 3-2. Commencement of use of the Service

- After the Customer has completed the application in the Azure Marketplace, if there are no problems with the application, the information for using the service will be sent to the subscriber by the business day following the day the application was submitted. Business days shall be the Company's business days.
- The billing start date is in accordance with the Microsoft Commercial Market Terms of Use.

### 3-3. Changing the Service plan

- If the Customer desires to change the plan to the Azure Marketplace pay-as-you-go plan, the Customer shall contact the Helpdesk.
- If the Customer changes the plan to the Azure Marketplace shared environment pay-as-you-go plan, the Customer can use a service to transfer the data in the database of the shared environment for free.
- After receiving a request, the data transfer will begin within three (3) business days based on the Company's standards.
- To perform data migration, both the source plan and the destination plan must be in a contracted state. If the source plan is in a canceled state, data migration cannot be performed. Please cancel the source plan yourself after the data migration is complete. You will be responsible for the service usage fees of both plans incurred during the data migration period.
- We will notify you by email in advance regarding the date and time of the data migration. Please refrain from registering or updating data during the migration period. If you do, there is a possibility that the data will not be migrated correctly. In such cases, we will not provide compensation.
- The data subject to transfer is as follows.
  - All containers in GridDB (Designation of containers is not supported.)
  - Users of the management GUI
  - Allowed IP address list
- If the destination environment has a container with the same name as the source, the container in the destination is deleted.
- Commencement of use and billing of the changed plan will be in accordance with the Service Specifications for the Azure Marketplace pay-as-you-go plan.

### 3-4. Termination of the Service

- The Service shall be terminated in accordance with the Microsoft Commercial Market Terms of Use.

### 3-5. Information provided to the Customer

- The Agreement Manager and the Sub-Agreement Manager are notified regarding the information to be provided.
- The registered Agreement Manager (1) and the Sub-Agreement Manager (up to 2) are notified.
- The contract ID will be provided.
- Information will primarily be provided to customers via email. Contracts must be executed using an account with a registered, valid email address. If an email address is not registered, information cannot be provided via email. If email delivery is not possible, information will be considered notified by posting it on the support screen of the management GUI.

## 4. Maintenance and Support

### 4-1. Helpdesk

- The Customer can use the helpdesk from the first day of use of the Service. The Customer cannot use the helpdesk before then.
- The helpdesk responds to inquiries about adding, changing, or deleting the Agreement Manager or the Sub-Agreement Manager, inquiries about the Service, and receives failure notifications.
- The helpdesk accepts inquiries from countries where the Service is provided. Note that inquiries from embassies and non-residents under the Foreign Exchange and Foreign Trade Law are not accepted.
- You can contact the helpdesk by email. Inquiries are accepted and answered in Japanese and English.
- The helpdesk handles inquiries from 9:00 a.m. to 5:00 p.m. Japan time on the Company's business days in Japan. Emails are accepted 24 hours a day, but responses are given only during the above

hours. In addition, inquiries received after 5.00 p.m. will be deemed as accepted on the next business day.

- We will respond to Customer inquiries within three (3) business days from the receipt of the inquiry, but depending on the nature of the inquiry we appreciate the Customer's understanding in advance that additional time may be required.
- Inquiries shall be made by either the Agreement Manager or the Sub-Agreement Manager.
- An inquiry is closed in the following cases:
  - (1) An acceptable response is made to the inquiry;
  - (2) The problem is resolved;
  - (3) An acceptable alternative is provided;
  - (4) The problem occurred accidentally and does not occur after the inquiry, and the situation is to be monitored.
  - (5) It is impossible to conduct an investigation to reach a solution due to insufficient investigation materials, etc.;
  - (6) There is no indication of intention or response from the Customer after two (2) weeks after the response; or
  - (7) The content of the inquiry is different from the content of the inquiry at the time of acceptance.

#### 4-2. Services not included in the Service

- The Service does not include the following services:
  - Response to inquiries concerning matters other than the use of the Service
  - Response to inquiries about application development and consultation
  - Onsite support
  - Provision of the equipment, environment and lines required for use of the Service and provision of support therefor
- The Service does not include any other services not expressly identified as included in the Service.

#### 4-3. Environment to be prepared by the Customer

- The Customer shall prepare any equipment, software and communication lines required for the use of the Service that are not provided by the Company.
- The Customer shall prepare an environment for connecting to the network necessary for using the Service.
- Depending on the security policy of the client or Internet connection environment, it may not be possible to obtain or use the deliverables in the Service.

### 5. Terms of Service

#### 5-1. GridDB usage environment

If the total amount of data transferred from the IaaS environment used in the Service to the Customer's environment exceeds 200GB in a month, we may cancel the provision of the Service after notifying the Customer in advance.

#### 5-2. Minimum contract period

- The minimum contract period of the Service is in accordance with the Microsoft Commercial Market Terms of Use.

### 6. Changes to Service Specifications

- The functions and specifications provided by the Service may be changed by giving one-month

prior notice to the Customer.

## 7. Operation

### 7-1. Operation guarantee

- A rate of operation is not specified for the Service. Moreover, the actual values are not disclosed.

### 7-2. Disaster recovery

- The goal is to be able to operate normally within two (2) hours from the occurrence of a failure. The target time is based on the assumption of a failure that can be resolved by a system restart and is not the guaranteed troubleshooting time for all failures.

### 7-3. Version upgrade

The Company will upgrade the software used for the Service at the Company's own discretion.

### 7-4. Outsourcing of operation

- The operations of the Service may be outsourced to a third party designated by the Company (hereinafter referred to as "Contractor"). The Contractor assumes the same obligations and responsibilities regarding the performance of services as the Company under the Service.

## 8. Data Management

### 8-1. Data maintenance

- The Company regularly backs up the database to storage on the server infrastructure for disaster recovery.
- The Company will use the backup data of the database backup when the Company deems it necessary for recovery processing. The Company does not perform recovery processing based on a request from the Customer.

### 8-2. Server data management

- The Company may delete server data after notifying the Customer of the target and reason in advance.
- If the Agreement is terminated for any reason whatsoever, the Customer shall completely delete the server data related to the Agreement by the date of termination of the Agreement. The Company will not provide any data after the termination of the Agreement.
- If the server data is not deleted by the termination date of the Agreement, the Company may delete the server data related to the Agreement without any notice to the Customer.
- The Company shall not be liable for any damage incurred by the Customer as a result of deletion of the server data pursuant to the preceding paragraph.
- If the Customer uses up the allocated data area for continuous registration, etc., an error occurs and data registration cannot be performed. The Customer is required to delete unnecessary data.

### 8-3. Loss of server data

- If any data is lost, damaged or divulged (hereinafter referred to as "loss, etc." in this article) intentionally or by gross negligence of the Company, the actions set forth in the following items shall be taken. However, the Company will take the action specified in Item (2) only when the Customer notifies the Company in writing of the fact within thirty (30) days of the loss, etc. of the data, and the Company will not guarantee the recovery of the data.  
(1) Notify the Customer without delay; or

(2) Take measures to recover the data to the extent possible.

The Company will assume no responsibility for any loss, etc. of data except as provided in this article.

End

Appendix 2  
Definition of Terms

(1) The Company	Toshiba Digital Solutions Corporation
(2) The Customer	Any legal or natural person who has entered into the Agreement for the Service with the Company.
(3) User(s)	Customers who can use the Service.
(4) The Service	The Company's service covered under the terms of the Agreement. Whether or not the terms of the Agreement apply is described in the Service Specifications for the relevant service.
(5) The Agreement	An agreement between the Company and the Customer concerning the specific Service concluded for each Service in accordance with Article 4 of the Terms of Use.
(6) Individual rules	Rules that constitute special provisions to the terms and conditions of the Agreement with respect to certain services of the Service.
(7) Service Specifications	A document that describes the details of the specific Service, operating environment and whether or not the terms and conditions of the Agreement are applicable.
(8) Deliverables	Items created using the Service (documents, data, programs, etc).
(9) Equipment, etc. managed by the Company	Any and all equipment and software owned or leased, or licensed for use to the Company for the purpose of providing the Service, and any and all equipment and software owned or leased, or licensed for use to other telecommunications carriers for the purpose of providing the telecommunications service underlying the Service.
(10) Server	Of the equipment, etc. managed by the Company, electronic calculation processing devices and electronic information storage devices used for the Service.
(11) Service commencement date	The specific date on which the Service becomes available to the Customer and the User.
(12) ID, etc.	Character strings and confidential passwords that identify the Customer in order to use the Service.
(13) Telecommunications equipment	Machines, instruments, lines and other electrical equipment for conducting telecommunications.
(14) Telecommunications service	Intermediating the communications of others using telecommunications equipment or otherwise providing telecommunications equipment for the use of communications of others.
(15) Ancillary service	Services, additional optional services, or functions incidental to the Service set forth in the Service Specifications, for which the details are described in the Service Specifications. Ancillary service are treated similarly to the Service based on the terms and conditions of the Agreement.
(16) Loss, etc. of server data	Loss, damage or leakage of server data due to willful or gross negligence of the Company.

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| (17) Agreement Manager                        | A person who serves as a point of contact for the Customer who has subscribed for the Service. An agreement manager manages the ID and password for using the Service, and serves as the contact person for inquiries to the help desk and in case of problems. |
| (18) Sub-Agreement Manager                    | A person who will perform the above roles on behalf of the Agreement Manager.   |
| (19) Endpoint equipment                       | A terminal, computer, or information device connected to a communication line or the end of a network.  |
| (20) Azure Marketplace                        | This means a website provided by Microsoft that allows the Customer to apply to purchase the Service or make changes.   |
| (21) Payment settlement service               | This means a settlement service by which the Company outsources the payment of the usage fee of the Service to Microsoft.   |
| (22) Individual terms of use                  | This means the documents set forth by the Company separately from the Terms, under a name such as "terms" and "guidelines."   |
| (23) Microsoft Commercial Market Terms of Use | This is the Terms of Use issued by Microsoft. You must also agree to it.  |

End