

## **GridDB Cloud Service Azure Marketplace Paid Plan Terms of Use**

These Terms of Use (hereinafter referred to as the "Terms") set forth the terms and conditions for the use of the GridDB Cloud Azure Marketplace Paid Plan (hereinafter referred to as the "Service") provided by Toshiba Digital Solutions Corporation (hereinafter referred to as "the Company").

### **Article 1 (Purpose)**

The purpose of the Terms is to set forth the terms and conditions of use of the Service provided by the Company.

The contents of the Service and the terms of provision shall be as described in "Appendix 1" (hereinafter referred to as the "Service Specifications") and "Appendix 2" (hereinafter referred to as the "Definition of Terms") separately provided by the Company, and the Microsoft Commercial Market Terms of Use provided by Microsoft (any attachments other than the Terms separately stipulated by the Company shall be hereinafter referred to as the "various specifications").

- 2 The Company may separately provide individual rules for individual use of the Service. In such case, the individual rules shall constitute a part of the Terms, and if there is any discrepancy between the Terms and individual rules, the individual rules shall take precedence.

### **Article 2 (Changes to the Terms)**

The Company may, at any time, change the Terms and various specifications without giving prior notice to the Customer if it deems it is necessary.

### **Article 3 (Definitions)**

Specific terms referred to in the Terms are defined in Appendix 2.

### **Article 4 (Purchase Request)**

To use the Service, the Customer needs to create a Microsoft account and subscribe to the Azure Marketplace.

- 2 When the Customer applies to use the Service, the Customer shall agree to the contents of the Terms, and the Company shall assume that the Customer has agreed to the Terms when the Customer applies to use the Service.
- 3 The Company may refuse the use of the Service in any of the following cases:
  - (1) When it is found that the Customer has provided the Company with false information (regardless of whether it is a lie, clerical error or omission) at the time of application for use of the Service;
  - (2) When the Customer fails to, or the Company determines that the Customer may fail to, pay any charge, expense, or late payment charge for the Service or any

other service (regardless of the application of the Terms) provided by the Company;

- (3) If the Customer is unable to use the payment settlement service provided by Microsoft; or
- (4) Other than the above, when the Customer is, or it is reasonably determined that the Customer is in breach of the Terms or any other contract with the Company.

#### Article 5 (Contents of the Service and the Customer's Responsibility)

The Company will provide the Service to the Customer in accordance with the Terms and the various specifications, provided that the Customer pays the usage fee set forth in Article 11. If there are any individual terms of use in connection with the Service, the Customer shall comply with such individual terms of use in addition to the Terms.

- 2 The Customer shall provide the Company with materials, etc. necessary for the Service by disclosing or lending them in accordance with the terms and conditions set forth herein.
- 3 The Customer shall warrant that all information provided to the Company is true, accurate, and complete, and agree to keep it updated at all times. The Company shall be exempted from liability for any delay in the performance of the Service and consequences arising from any error in materials, etc. provided by the Customer to the Company or any delay in provision of such materials.
- 4 If the Customer becomes unable to agree to any provision of the Terms after they have started using the Service, the Customer shall stop using the Service.
- 5 The Company may outsource provision of the Service to a third party designated by the Company (hereinafter referred to as a "Contractor"). The Company shall have the Contractor assume the same obligations as the Company assumes in connection with the Service and shall be responsible for the Contractor's performance of the Service.
- 6 The Customer shall manage and keep the email address, ID and password, etc. needed for the use of the Service (hereinafter referred to as "ID, etc.") at the Customer's own responsibility and expense, and the Customer shall not, in addition to the act of causing a third party other than the Customer to use their ID, etc., assign, lend, pledge or otherwise create a security interest on or otherwise dispose of the ID, etc. The Company shall not be responsible for any damage caused by insufficient management, misuse or use by a third party of the Customer's ID, etc.
- 7 In the event of any of the following, the Customer shall promptly notify the Company and follow the instructions of the Company.
  - (1) When their ID, etc. has been lost;
  - (2) When their ID, etc. has been stolen;
  - (3) When their ID, etc. does not function properly; or
  - (4) When it is found that their ID, etc. is being used by a third party.
- 9 When a notification is made under the preceding paragraph, the Company will take measures to prevent third parties from using or otherwise unduly using the ID, etc. and to maintain the Customers' appropriate use of the Service, but the Company shall not warrant that such measures are effective or assume any obligation to take such measures.
- 10 When the Customer uses the Service, the data stored and accumulated by the Customer in the areas allocated to the Customer by the Company in the facilities for provision of the Service shall be managed by the Customer at the responsibility of the Customer for as long as the Company performs the obligations set forth in Paragraph 1. Moreover, the Company shall not monitor, review, verify, or disclose the contents to third

parties, except in the following cases.

- (1) When the Company deems it necessary to protect the interests of the Customer when handling a problem or for other reasons;
  - (2) When it is required for the provision of the Service and approved by the Customer in advance; or
  - (3) When a disclosure request is made pursuant to the provisions of laws and regulations.
- 11 The Customer is responsible for the procurement, adjustment and maintenance of any equipment, software and communication lines required for the use of the Service that are not provided by the Company. The Company shall not be liable for any damage caused to the Customer due to such equipment, etc.
  - 12 If the Customer's use of the Service causes damage to the Company or any third party, the Customer shall be liable to the Company or such third party for the damage. The Company will not be responsible for the Customer's acts.

#### Article 6 (Notices from the Company)

Any notice from the Company to the Customer in connection with the Service shall be made by means deemed appropriate by the Company, such as posting on the Company's website, etc. or emailing the Customer, and in the case of any notice via the website, such notice shall be deemed to have been given to the Customer when the Company posts the relevant notice on the Company's website, etc. and in the case of an email, such notice shall be deemed to have been given to the Customer when the Company has sent the email to the Customer.

- 2 Any notice under the preceding paragraph shall be deemed an integral part of the Terms, and the Customer shall comply with all of them. If any content of such notice conflicts or is inconsistent with the Terms, the provisions of the Terms shall prevail.

#### Article 7 (Period of Provision of the Service)

The Company provides the Service to the Customer from the time the Customer completes application for the Service in the Azure Marketplace until the cancellation process is completed.

#### Article 8 (Server Data Management)

The management of the server data of the Service shall be as specified in the Service Specifications.

#### Article 9 (Loss, etc. of Server Data)

The loss, etc. of the server data of the Service shall be handled as specified in the Service Specifications.

#### Article 10 (Support Service)

Inquiries regarding the Service and other support services shall be as set forth in the Service Specifications.

#### Article 11 (Usage Fee and Payment Terms)

The monthly fee for use of the Service (hereinafter referred to as "usage fee") shall be

as set forth in the Azure Marketplace.

- 2 The Customer can view the usage fee on Azure. The Customer shall check the content and promptly notify the Company of any discrepancies.
- 3 The Customer shall pay usage fee to Microsoft in accordance with the Microsoft Commercial Market Terms of Use.
- 4 If Microsoft cancels payment to the Company for any reason after Microsoft approves the payment of the usage fee, the Company or the Company's designated billing company may directly charge the fee.
- 5 The provisions of this Article shall remain in effect after the termination of the Terms until the Customer completes the payment of the usage fee.
- 6 Any usage fee paid by the Customer to Microsoft pursuant to this article shall not be refunded by the Company except as set forth in the Terms and in the Microsoft Commercial Market Terms of Use.
- 7 The Company will not make a refund after the refund period set forth in the Microsoft Commercial Market Terms of Use.
- 8 Even if the Service is suspended, stopped, restricted or changed, the Company will not reduce, exempt or refund the usage fee for the Service.

#### Article 12 (External Services)

The Service may include links to third-party web services or functions. When the Customer uses such web services or functions, the Customer is responsible for complying with the Terms and other conditions stipulated by those web services or functions.

- 2 The Company does not make any warranty with regard to the third-party web services or functions specified in Paragraph 1, and shall not in any way be liable for any damages, etc. caused to the Customer due to the use of those web services or functions.

#### Article 13 (Suggestions from the Customer)

The Company will not receive or consider any ideas, suggestions or the like from the Customer with respect to the Service unless specifically requested to do so by the Company, and will refrain from receiving such ideas, suggestions or the like voluntarily presented to the Company by the Customer.

#### Article 14 (Change of the Customer's Information for Use of the Service)

When there is a change in the name (trade name) or corporate name, etc., or any other application matters, the Customer shall make such changes on Azure as necessary.

- 2 When the Customer makes an application for changes, etc. under the preceding paragraph, the Company may request the Customer to submit documents that prove the fact described in the application form.
- 3 If the Customer desires to change the price plan, the Customer shall apply for the change on the Azure Marketplace according to the prescribed method.

Article 15 (Change, Suspension or Interruption of the Service)

The Company may change, suspend or interrupt all or part of the Service at any time.

- 2 The Company may suspend or discontinue the provision of the Service at any time whenever there is a reasonable necessity to do so.

- (1) When periodic maintenance (standard: twice a year), a statutory inspection (once a year) or other maintenance or construction of equipment or facilities related to the Service is required, or it is otherwise unavoidable for similar acts;
- (2) When an excessive load is generated on the telecommunications facilities owned or managed by the Company, that hinders, or is likely to hinder, the use or operation of such telecommunications facilities; When the Customer engages in activities that cause an excessive load;
- (3) In addition to the cases of the preceding two items, when any unavoidable failure occurs in the equipment, etc. managed by the Company;
- (4) When a database backup is taken;
- (5) When the Company is, or is likely to be, unable to provide all or part of the Service to the Customer due to circumstances related to a telecommunications carrier, cloud carrier, or person providing telecommunications services (including provision of telecommunications lines, etc.) to the Customer or the Company (hereafter collectively referred to as "Telecommunications Carriers, etc.");
- (6) When it is difficult to provide the Service due to a power outage, including those in the preceding item, fire, or any other cause not attributable to the Company;
- (7) When a failure occurs;
- (8) When the Company takes emergency security measures against computer viruses, etc.;
- (9) When the Company is under attack such as falsification of data, hacking, etc., and the continued provision of the Service may cause substantial damage to the Customer or a third party;
- (10) When an emergency situation has occurred or is likely to occur due to an act of God, war, civil war, establishment, amendment or abolition of laws or regulations or other force majeure;
- (11) When the Customer's credit examination or settlement does not go through even once in the payment settlement service;
- (12) When the Customer falls under any of the following and such situation is not remedied after receiving a formal demand with a reasonable period;
  - (a) When the Customer continues to use the Service in excess of the details of the application (amount of usage for which the application is made) without making an additional agreement despite the Company's request for execution of an agreement to increase the amount of usage for which the application is made, without any reasonable grounds;
  - (b) In addition to the preceding item, when the Customer violates the Terms; or
- (13) Other than the above, when there is a reasonable need to suspend the provision of the Service.

In the case of (1), the subscriber will be notified one month prior to the suspension of the Service unless there are special circumstances.

- 3 If the Service is changed, suspended or interrupted pursuant to this article, the Company shall have no liability whatsoever to the Customer, unless otherwise specifically provided for in the Terms.

#### Article 16 (Prohibited Acts)

In using the Service, the Customer shall not commit any act that obstructs or is likely to obstruct the Company's provision or operation of the Service, which falls under any of the following items (hereinafter referred to as "Prohibited Acts"). If the Customer conducts any Prohibited Act, the Company may suspend the Customer's use of the Service or terminate the provision of the Service. When the Company suffers damage due to any Prohibited Act conducted by the Customer, the Company may request compensation from the Customer.

- (1) To assign, lend or provide as security the rights to use the Service in whole or in part to a third party or otherwise cause a third party to use the Service (including selling, transferring, licensing, or assigning any rights associated with the Customer's account or name), or to reproduce, modify, reverse engineer, decompile the Service or otherwise, without the prior written consent of the Company;
- (2) To use the Service for any purpose other than the purpose of use approved by the Company or any purpose that goes against the purpose of provision of the Service without prior written approval of the Company;
- (3) Acts that infringe or are likely to infringe copyrights, trademark rights, or other intellectual property rights of the Company, other customers who use the Service, or other third parties;
- (4) Acts that infringe or are likely to infringe property, privacy or portrait rights of a third party;
- (5) Acts that discriminate or slander a third party, or defame the reputation or credibility of a third party;
- (6) Criminal acts such as fraud or obstruction of business, or any act to solicit such acts, or acts that damage someone's credibility;
- (7) To establish or solicit a pyramid scheme or business similar to multilevel marketing;
- (8) Acts that violate laws and regulations or public order and morals, or are likely to cause unjust disadvantage to a third party;
- (9) Criminal acts, acts that lead to criminal acts, or potentially lead to criminal acts.
- (10) Acts to use, transmit, write or provide harmful programs such as computer viruses through the Service or in connection with the Service;
- (11) To pretend to be a third party (including posting information on a third party to the Service);
- (12) To create an account for the Service in a manner not approved by the Company or on behalf of a third party (including pretending to be a third party);
- (13) To access any external service or API that is not published by the Service in a manner not authorized by the Company;
- (14) To remove any copyright notice, labels, trademarks or other indications mentioned in the Service;
- (15) Access from countries other than those where the Service is available for purchase on the Azure Marketplace. The countries where the Service is available are Australia, India, Indonesia, Malaysia, New Zealand, Singapore, South Korea, Taiwan, Thailand, Vietnam, Japan, Egypt, Kenya, Saudi Arabia, South Africa, Turkey, Finland, Greece, France, Italy, Germany, Spain, UK, Nigeria, Canada, Chile and USA.
- (16) Any other acts that the Company deems inappropriate.

Article 17 (Termination of the Provision of the Service)

The Company may terminate the provision of the Service by giving users at least three (3) months prior notice. The Company shall not be liable for any damages incurred by the Customer in connection with the termination of the Service.

Article 18 (Cancellation)

When the Customer falls under any of the following items, the Company may terminate the provision of the Service without any notice:

- (1) When the Customer breaches the Terms and does not correct the breach even after a notice is given with a reasonable period;
- (2) When there is a material breach of an agreement with the Company or any act of betrayal against the Company;
- (3) When a bill or check drawn by the Customer is dishonored, or when a clearing house suspends transactions with the Customer;
- (4) When procedures for compulsory execution or foreclosure are commenced, or the Customer is subject to a provisional attachment, provisional disposition, or collection of delinquent taxes and public dues;
- (5) When payment is suspended or the Customer becomes insolvent, or a petition is filed against the Customer for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings or commencement of special liquidation;
- (6) Suspension or assignment of all or a material part of business;
- (7) When the Customer is subject to business suspension or license revocation by the supervisory authorities;
- (8) When a resolution for dissolution, order for dissolution or judgment for dissolution is made;
- (9) When it is found after the start of provision of the Service that a reason for non-approval as set forth in each item of Article 4, Paragraph 3 exists at the time the application was made to use the Service;
- (10) When the Customer's credit examination or settlement does not go through even once in the payment settlement service; or
- (11) When any other event that makes it difficult to continue the provision of the Service by the Company occurs.

2 The Company may terminate the provision of the Service and cancel the Terms if the Customer breaches any of the clauses of the Terms and any default occurs. The Company shall not be liable for any damage caused to the Customer as a result of such cancellation.

3 If any of the items of Paragraph 1 is applicable or if the cancellation set forth in the preceding paragraph is effected, the Customer shall automatically forfeit the benefit of time and shall immediately repay all monetary debts owed to the Company without any notice or demand from the Company.

Article 19 (Early Termination)

When the Customer terminates the use of the Service during the term of the Company's provision of the Service, the Customer shall take the procedures to terminate the Service on the Azure Marketplace. Unless otherwise specified by the Company, after the termination procedures are completed, the Company will stop providing the Service at the end of the month following the request for termination made from the EC site.

2 If the Customer cancels the Service in accordance with the preceding paragraph, payment shall be subject to the Microsoft Commercial Market Terms of Use, and any usage fee paid by the Customer to Microsoft shall not be refunded unless otherwise provided for in the Terms.

Article 20 (Effect of Termination of Provision of the Service)

When the Service is terminated for any reason, all rights granted to the Customer pursuant to the Terms will expire and the Customer will not be able to use the Service.

- 2 Upon termination of the Service for any reason, the Company shall be entitled to delete all of the Customer's data.
- 3 Upon termination of the provision of the Service, except as otherwise provided, the Customer shall immediately return to the Company or, upon approval by the Company, dispose of all materials provided by the Company relating to the Service at the Customer's own responsibility.
- 4 Notwithstanding the provisions of Paragraph 2, the Customer shall agree that the Company may, in accordance with the Terms, treat the Customer data in a manner that the Customer cannot be identified after the termination of provision of the Service.

Article 21 (Confidentiality)

The Customer and the Company shall not disclose or divulge to a third party (excluding Contractors) information that is disclosed as being confidential in writing or orally, and the content has been identified within 30 days after disclosure (hereinafter referred to as "Confidential Information"), out of the other party's technical, business or other operational information learned from each other for performing the Terms. However, this shall not apply in any of the following cases. The Customer and the Company may disclose Confidential Information that is required to be disclosed pursuant to laws and regulations to a party to whom disclosure is required by such laws and regulations.

- (1) Information that is already in the possession of the receiving party at the time of disclosure by the disclosing party;
  - (2) Information that becomes part of the public domain or available to the public before or after the receipt without violating the Terms;
  - (3) Information that is obtained from a duly authorized third party without any confidentiality obligation; or
  - (4) Information that is independently developed or created without using any information provided from the other party.
- 2 The party to which Confidential Information is provided shall take the necessary measures to manage the Confidential Information.
  - 3 The confidentiality obligation under this article shall remain effective for three (3) years after expiration of the period of provision of the Service.
  - 4 Neither the Customer nor the Company shall reproduce or copy Confidential Information disclosed by the other party beyond the extent necessary to achieve the purpose of the Terms, or use or utilize it for purposes other than those set forth in the Terms, except in the case where prior written approval is given by the other party. The Customer and the Company shall also treat any information obtained by reproducing or copying Confidential Information in accordance with this paragraph as Confidential Information.
  - 5 The Customer and the Company shall manage Confidential Information disclosed by the other party with the duty of care of a good manager.
  - 6 The Customer and the Company shall disclose Confidential Information only to the minimum number of officers and employees (including Contractors) to whom disclosure is necessary in order to fulfill the purposes of the Terms, and shall inform such officers and employees of the contents of the Terms and cause them to comply with the obligations based on the Terms even after their retirement.
  - 7 The Customer and the Company shall, upon written request from the other party or termination of the Service, immediately return to the other party or dispose of, with the other party's consent, any Confidential Information disclosed by the other party under



the Terms.

- 8 For Confidential Information that constitutes Personal Information, the provisions of the following article shall prevail over the provisions of this article.

#### Article 22 (Handling of Personal Information)

The Company will use information about the Customer (meaning all Personal Information, including, but not limited to, name, address, telephone number, email address, and IP address, obtained by the Company about the Customer upon application for, or during the provision of the Service, the same shall apply hereinafter) within the scope necessary for the performance of the following purposes, in accordance with the provisions of the Privacy Policy published on the Company website:

- (1) Handling of inquiries from the Customer, provision of guidance on procedures or information concerning the use of Company Services;
  - (2) Operations pertaining to billing calculation;
  - (3) Operations pertaining to billing;
  - (4) Market research and analysis;
  - (5) Provision of guidance, etc. on the products, services and campaigns of the Company or other companies;
  - (6) To provide information to contribute to the development of the information communications industry and the improvement of services for the Customer; or
  - (7) Operation, maintenance or troubleshooting of the Company services.
- 2 In addition to what is provided for in the preceding paragraph, in accordance with the said "Privacy Policy," in the case of joint use with joint users separately provided by the Company (as specified in Article 27, Paragraph 5, Item 3 of the Act on the Protection of Personal Information of Japan (Act No. 57 of May 30, 2003, the same shall apply hereinafter)), the information related to the Customer will be used to the extent necessary to achieve the following purposes.
  - (1) Operations set forth in Items 1 through 5 (Item 1 shall apply mutatis mutandis by replacing "the Company" with "joint user") of the preceding paragraph; or
  - (2) Provision of services relating to the Company and a joint user (such as discount services and combined billing).
- 3 In the case of the preceding two (2) paragraphs, the Information Security Manager of the Company shall be responsible for information relating to the Customer.
- 4 When the Company receives from other telecommunications carriers the telecommunications service which is the premise for the Service, the Company will provide the information relating to the Customer to the said telecommunications carriers to the extent necessary to receive the said telecommunications service.
- 5 The Customer shall agree that the Company may use the information relating to the Customer as set forth in the preceding four (4) paragraphs.
- 6 The Customer shall agree that, in the following circumstances, the Company will access and collect information regarding the contents of the Customer's communication, and to disclose such information to third party agencies that the Company deems necessary in the event of troubleshooting, etc.
  - (1) Compliance with applicable laws and regulations;
  - (2) Protection of the Company's and the Customers' rights or properties with respect to the Customer's use of the Service; or
  - (3) When the Company has made a reasonable determination that such access or disclosure is necessary to ensure the safety of the Customer, the Company, the Company's customers, or any ordinary individual.

Article 23 (Intellectual Property Rights)

Unless otherwise expressly provided in the Terms, the copyright of materials provided through the Service, ideas and know-how related to the provision of the Service by the Company and any and all other intellectual property rights shall belong to the Company or the person who granted permission to the Company.

- 2 The Customer shall not remove, alter or obscure any copyright notice, trademark, service mark or other proprietary rights notice included with or accompanying the Service, or reproduce, modify, alter, create derivative works from, publicly perform, display, publish, distribute, transmit, broadcast, sell, license or make commercial use of any product provided under the Service.
- 3 The trademarks used in the Service may not be reproduced, imitated or used in whole or in part without the prior written approval of the Company, except as permitted by the brand guidelines set forth on the web service operated by the Company.
- 4 If any dispute arises with any third party in connection with the Service regarding infringement of domestic or foreign industrial property rights, circuit layout exploitation rights or copyrights, the Customer shall immediately notify the Company in writing to that effect.
- 5 The Customer shall warrant that deliverables produced through the Service do not infringe any third party's rights and interests (including, but not limited to, intellectual property rights, honor, privacy rights, and portrait rights) and do not violate the Copyright Act or any other laws and regulations.
- 6 If a third party files a claim for infringement of rights, injunction or other claims in relation to the deliverables set forth in the preceding paragraph, it shall be resolved at the Customer's responsibility and expense.

Article 24 (Compliance with Export Related Laws and Regulations)

The Customer shall not use the Company's deliverables (the Service and all information and items provided to the Customer by the Company in connection with the Service) for the purpose of designing, manufacturing, or using weapons and weapons of mass destruction, and shall comply with the Foreign Exchange and Foreign Trade Law and other export related laws and follow the prescribed procedures when exporting the Company's deliverables. The same shall apply in the case where designated procedures are required due to the application of the export related laws of foreign countries such as the U.S. export related laws.

The Customer guarantees that they have not been legally punished due to a violation of the export control laws and regulations of Japan, the United States, or any other country, or have not been designated by any government agency of Japan, the United States, or any other country as likely to disturb international peace, and that they are not in an area prohibited from exporting under the export control laws and regulations of Japan, the United States, or any other country.

Article 25 (Elimination of Antisocial Forces)

The Customer guarantees that the Customer does not and will not fall under any of the following:

- (1) The Customer is an organized crime group, organized crime group member, organized crime group quasi-member, person related to an organized crime group, corporate extortionist, rogue person or group proclaiming itself as a social activist, organized special intellectual crime group or other person similar thereto (hereinafter collectively referred to as "Antisocial Forces");
- (2) Antisocial Forces substantially control or are involved in the management of the Customer's business;
- (3) The Customer uses Antisocial Forces;

- (4) The Customer is involved with any Antisocial Forces by providing funds or favors to the Antisocial Forces; or
  - (5) The Customer has a relationship with Antisocial Forces that should be socially criticized.
- 2 The Customer hereby warrants that the Customer shall not commit, or cause any third party to commit, any act of fraud, violence, use of intimidating words, any act of unreasonable demand that goes beyond the limits of legal liability, any act that impairs the credibility of the Company or interferes with the business operations of the Company, or any other act similar thereto against the Company or any of the Company's affiliates.
  - 3 In the event that the Customer breaches either of the preceding two (2) paragraphs, the Company may terminate all or part of the Service without any notice or demand.
  - 4 When all or part of the Service is terminated pursuant to the preceding paragraph, the Company shall not compensate for any damages incurred by the Customer, and the Customer shall compensate for any damages incurred by the Company due to such termination.

Article 26 (Warranty of the Company)

The Customer acknowledges that the Service is provided over the Internet and that the completeness, timeliness and certainty of the Service cannot be technically ensured in the present Internet environment. The Company does not guarantee these things, but if any inconvenience arises, the Company will sincerely do its utmost to resolve the issue.

Article 27 (Responsibility of the Company)

The Company's responsibility in providing the Service shall be limited to using reasonable efforts to provide the Service to the Customer on an ongoing basis in accordance with the provisions of the Terms.

- 2 The Company disclaims all warranties concerning the Service, whether express or implied, including any warranties of usefulness, merchantability, and fitness for particular purposes, except as specifically provided herein.
- 3 Except where the Company assumes responsibility pursuant to Paragraph 1 above or where specifically provided in the Terms, the Company shall not assume any responsibility whatsoever in relation to the Customer's use of the Service.

Article 28 (Compensation for Damages)

If the Company is responsible pursuant to Article 27 (Responsibility of the Company) or causes damage to the Customer due to reasons attributable to the Company in relation to the performance or non-performance of the Terms, the Company shall only compensate the Customer for ordinary damages which the Customer actually suffer as a direct result of such reasons. The cumulative total amount of damages shall be limited as specified in the following items.

- (1) The Company will not be liable for compensation for any interruption of the Service for less than 24 consecutive hours.
  - (2) If the Service is suspended for more than 24 consecutive hours, the number of suspension days shall be the integer portion of the number calculated by dividing the number of hours of suspension by 24 hours, and the amount shall not exceed 1/30 of the Service usage fee multiplied by the number of suspension days.  
However, it shall not exceed the amount equivalent to three months' usage fee.
  - (3) In cases other than the preceding two items, the amount shall be limited to the amount equivalent to three months' usage fee.
- 2 Notwithstanding the preceding paragraph, if damages to the Customer are caused by

the provision of telecommunications services, etc. by a telecommunications carrier or a third-party data center, etc. that the Company uses for the Service (hereinafter referred to as "Telecommunications Carriers, etc."), and if the amount of damages that the Company receives from the Telecommunications Carriers, etc. in relation to the provision of the telecommunications services, etc. is less than the Company's amount of damages stipulated in the preceding paragraph, the amount of damages shall be limited to that is received from the Telecommunications Carriers, etc.

- 3 Notwithstanding the provisions of Article 27 (Responsibility of the Company), Paragraph 1 and this article, the Company shall not be liable for any damage to data, programs or other intangible property caused to the Customer through the provision of the Service by the Company.
- 4 The Company's liability to the Customer under the Terms shall be limited to the scope of the foregoing paragraphs, without regard to legal liability for non-conformity of contract, default or tort.
- 5 When the Customer violates the Terms and causes damage to the Company, the Customer shall be liable for damages to the Company.

Article 29 (Force Majeure (Disclaimer for Natural Disasters))

The Company shall not be liable to the Customer for any delay in the performance of, or failure to perform, all or part of its obligations under the Terms due to any force majeure event caused by natural disaster, fire, civil disturbance, etc. or any other reason not attributable to the Company (including unauthorized computer intrusion).

Article 30 (No Assignment)

The Customer may not cause a third party to succeed its status under the Terms, or assign, transfer or pledge all or part of the rights and obligations arising from the Terms to a third party.

However, this shall not apply if prior written consent has been obtained from the Company.

Article 31 (Survival)

Article 1 (Purpose), Article 3 (Definitions), Article 5 (Contents of the Service and the Customer's Responsibility), Article 11 (Usage Fee and Payment Terms), Article 13 (Suggestions from the Customer), Article 18 (Cancellation), Article 19 (Early Termination), Article 20 (Effect of Termination of Provision of the Service), Article 21 (Confidentiality), Article 22 (Handling of Personal Information), Article 23 (Intellectual Property Rights), Article 24 (Compliance with Export Related Laws and Regulations), Article 25 (Elimination of Antisocial Forces), Article 27 (Responsibility of the Company), Article 28 (Compensation for Damages), Article 31 (Survival) and Article 32 (Governing Law, Consultation, Jurisdiction) shall survive the termination of the Customer's use of the Service.

Article 32 (Governing Law, Consultation, Jurisdiction)

The Terms shall be governed by the laws of Japan.

- 2 The Agreement constitutes the entire and only agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior agreements, understandings or discussions between the parties hereto.
- 3 When it is necessary to file a lawsuit in connection with the Terms, the Tokyo District

Court shall be the court of exclusive jurisdiction of the first instance.

Article 33 (Consultation)

Any matter not provided for in the Terms and any doubt arising with respect to the interpretation of any provision hereof shall be settled amicably upon good faith consultation between the Customer and the Company.

End

Enacted March 4, 2025 Version 1