

## SAKURA's Cloud Shell Service Terms and Conditions

### Article 1 (Application of Terms and Conditions)

1. These SAKURA's Cloud Shell Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the Basic Service, "SAKURA's Cloud Shell" (the "Service") which SAKURA internet Inc. (the "Company") provides.
2. Each user of the Service (the "User") shall comply with the Basic Terms and Conditions that the Company sets forth. The Basic Terms and Conditions together with these Terms and Conditions shall apply to the Service. If any provision of the Basic Terms and Conditions conflicts with or contradicts any provision of these Terms and Conditions, the provision of these Terms and Conditions shall prevail and apply.
3. Notwithstanding the provisions of application and amendment of the terms and conditions in the Basic Terms and Conditions, the Company may amend these Terms and Conditions after posting a notice on the Company's website in advance. The User shall always consent to the latest these Terms and Conditions and shall be deemed to have consented to the content of these Terms and Conditions after the amendment by using the Service after these Terms and Conditions have been amended.

### Article 2 (Content of Service)

1. The Service is a service that the Company provides for the purpose of trying the Company's service and is an online development and operational environment using container technologies that may be accessed from a browser.
2. The Service shall be provided for free of charge.
3. In the Service, the User may not save the data and due to the specification, history, etc. recorded in a container shall be lost in the case of the following items. The User consents to this and shall make necessary backups by itself.
  - (1) when a container is forced to restart or be suspended, etc.;
  - (2) when status of not entering on the usage screen of the Service continues for a certain time that the Company separately sets; and
  - (3) when the User closes the usage screen of the Service or when the usage screen of the Service is forced to shut down.

### Article 3 (Use Contract)

1. Notwithstanding the provisions of formation of the Use Contract in the Basic Terms and Conditions, the Use Contract for the Service shall commence when the User consents to the Basic Terms and Conditions and these Terms and Conditions, presses the start button of the

[English Translation]

Service and the usage screen of the Service is displayed, and the Use Contract shall terminate when the User closes the usage screen of the Service or when the usage screen of the Service is forced to shut down.

2. Notwithstanding the provisions of minimum use period in the Basic Terms and Conditions, no minimum use period shall apply to the Services.

#### Article 4 (Member ID)

1. The Service may be used without obtaining the Company's member ID or without logging in with the Company's member ID; provided, however, that in these cases, neither inbound communication nor outbound communication is allowed.
2. When using the Service after logging in with the Company's member ID, the User may use the outbound communication using a port that the Company separately designates.

#### Article 5 (Disclaimers)

1. The Company shall not assume any liability for compensation for damage or any other liability with respect to the damage that the User has incurred (including, but not limited to, loss of data) due to the fact that the User used or was unable to use the Service.
2. The Company may change the content of the Service at its own discretion or discontinue provision of all or part of the Service. The Company shall not assume any liability for damage that the User has incurred due to the change or discontinuation.

#### Supplementary Provision

##### Article 1 (Commencement of Application)

1. These Terms and Conditions are established on May 25, 2023 and shall apply on an after the same date.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated May 25, 2023 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest original Japanese Terms and Conditions as well.]