[English Translation]

SAKURA VPS Service Terms and Conditions

Chapter 1 General Provisions

Article 1 (Application of Terms and Conditions)

1. These SAKURA VPS Service Terms and Conditions (these "Terms and Conditions") are the Terms and Conditions by Service applicable to the basic service, "SAKURA VPS Service" (the "Basic Service") and their optional services (collectively, the "Service") which SAKURA internet Inc. (the "Company") provides, and Chapter 1 constitutes the Basic Service Terms and Conditions and Chapter 2 constitutes the Optional Service Terms and Conditions.
2. The user of the Service (the "User") shall observe the Basic Terms and Conditions which the Company sets forth and these Terms and Conditions. The Basic Terms and Conditions as well as these Terms and Conditions shall apply to the Service.

Article 2 (Contents of Service)

1. The Basic Service is the service in which the Company provides the function of one (1) virtualized server set for the server equipment installed in the Company's data center exclusively to the User.
2. Server equipment (including, but not limited to, CPU, network, storage and the like) is provided as a shared equipment for multiple Users. Quantity of server equipment virtually partitioned and allocated to the User (the "Computational Resource") shall indicate the maximum available value, and the User may not constantly occupy each Computational Resource.

Article 3 (Prohibited Matters)

1. The User shall not conduct an act which falls under, or may fall under, any of the following items.
   (1) an act of constantly occupying each Computational Resource and interfering with other User's use of service or the Company's operation of the service (including, but not limited to, mining and the like of cryptocurrency); and
   (2) an act of placing high load on server equipment without the Company's prior consent and interfering with other User's use of service or the Company's operation of the service.

Chapter 2 Optional Service Provisions

Section 1 SAKURA Nameserver (the "Optional Service" in this Section)

Article 4 (Zone Setting and the like)

1.The User itself shall conduct the zone setting in the Optional Service.

2.The User may conduct the zone setting in the Optional Service only by operating it from the zone editing screen provided to the User, and the User may not conduct the setting and the like that does not exist in the functions of the relevant zone editing screen.

3.If the User ceases to have the right to use the domain due to termination of the Optional Service or the domain name set in the Optional Service becoming null and void, and the like, the User shall promptly delete the zone file set in the Optional Service and request for deregister of the relevant domain with the Optional Service.

4.Notwithstanding the provisions of the preceding paragraph, if the User does not delete the zone file of the relevant domain set in the Optional Service and does not request for deregister of the Optional Service, the Company may freely delete the relevant zone file and deregister of the relevant domain with the Optional Service without giving any notice to the User.

Section 2　Changes of Storage (the "Optional Service" in this Section)

Article 5 (Application)

1.The Optional Service is an optional service that the User may apply for when the User selects the plan specified on the Service Site from among the "SAKURA VPS" in the Basic Service items.

2.If the User newly applies for the Optional Service, it shall apply for the service at the same time as the Basic Service to which the User applies the Optional Service.

Article 6 (Payment of Usage Fees)

1.Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay the Usage Fees for the use of the Optional Service within two (2) weeks from the conclusion date of the Use Contract.

Section 3　Startup Script (the "Optional Service" in this Section)

Article 7 (Contents of the Optional Service)

1.In the Optional Service, the User may save, execute, edit, publish, terminate the publication of and delete the scripts which the User itself has created (the "Own Script" in this Section).

2.In the Optional Service, the User may, in addition to executing the script set forth in each of the following items, duplicate and edit the script and may save, execute, edit, publish, terminate the publication of and delete the relevant edited script as the Own Script.

(1) a script which the Company publishes (the "SAKURA Internet Official Script" in this Section); and

(2) a script which other Users have created and published.

3.The Company shall not make any warranty, whether expressed or implied, regarding all scripts (including, but not limited to, a constant provision and the like of the script). Furthermore, the Company shall not assume any liability for any damage incurred by the User regarding the use of the script in Item 2 of the preceding paragraph.

Article 8（Publication of the Own Script)

1.The Own Script which the User has published in the Optional Service (the "Script" in this Section) shall be published on the Optional Service until the User or the Company deletes or terminates the publication of it, and it may be used by other Users (in addition to executing the Script, it includes to duplicate and edit it and then publish and delete the relevant edited Script as the User's Own Script; the same shall apply in this Article) and browsed by a third party.

2.The Company may use the Script free of charge and non-exclusively for the purpose of providing the Optional Service or performing maintenance of the system and the like for the Optional Service. The User shall, at its own expense and burden, grant necessary rights (including the rights with which the Company re-licenses the use of the Script to other Users) to the Company indefinitely, and further, the User shall not exercise, or shall not cause a third party to exercise, the author's moral rights against the Company or the person to whom the Company has re-licensed the use of the Script. If any dispute arises as to the use of the Script between the User or the Company and a third party, the User shall resolve this at its own responsibility and expense and the User shall not cause any damage to the Company.

3.The User shall not publish any script which may fall under the prohibited matters that the Company specifies in the Company's Terms and Conditions. If the Company determines that the Script may fall under the prohibited matters, the Company may delete or terminate publication of the Script without giving any notice to the User.

4.If the Use Contract for the Basic Service terminates, the User shall, for whatever reason, delete the Own Script from the Optional Service no later than the termination date of the relevant Use Contract. If the Own Script remains despite the termination of the relevant Use Contract, the Company may delete the relevant Own Script and the Company shall not assume any liability for compensation for damage incurred by the User due to the deletion.

Section 4 SQL Server Web Edition (the "Optional Service" in this Section)

Article 9 (Application)

1.The Optional Service is an optional service that the User may apply for when the User selects the "SAKURA VPS for Windows Server" from among the Basic Service items.

2.The User shall apply for the Optional Service at the same time as the Basic Service.

Article 10 (Termination)

1.The User may terminate the Optional Service only by terminating the Basic Service to which the Optional Service applies.

Section 5 SQL Server Express Edition (the "Optional Service" in this Section)

Article 11 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the "SAKURA VPS for Windows Server" from among the Basic Service items.
2. The Use Contract for the Optional Service shall be deemed to be formed at the time of the installation in the immediately following Article, regardless of the provisions on the conclusion of the Use Contract in the Basic Terms and Conditions.

Article 12 (Use of Software)

1. The User shall, at its own expense and responsibility, conclude a license agreement with Microsoft Corporation in the U.S. or its affiliated companies for the software necessary for using the Optional Service (the "Software") and install the Software.

Article 13 (Termination)

1. The User may terminate the Optional Service by uninstalling the Software.
2. The User shall, at its own expense and responsibility, conduct termination procedures or any other necessary procedures with respect to the license agreements with Microsoft Corporation in the U.S. or its affiliated companies.

Section 6 (Remote Desktop (RDS) (the "Optional Service" in this Section)

Article 14 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the "SAKURA VPS for Windows Server" among the Basic Service items.
2. If the User uses the "Office" set forth in the immediately following Section, it shall apply for at least the same number of the Optional Service as the number of the Use Contract(s) for the Office.

Section 7 Office (the "Optional Service" in this Section)

Article 15 (Application)

1. The Optional Service is an optional service that the User may apply for when the User selects the "SAKURA VPS for Windows Server" from among the Basic Service items.

2. If the User newly applies for the "Optional Service," it shall apply for it at the same time as the Basic Service to which the User applies the Optional Service.

Article 16 (Termination)

1. The User may terminate the Optional Service even within the contract period of the Basic Service to which the User applies the Optional Service unless the number of the Use Contract is below one (1).

Section 8 Hybrid Connection (the "Optional Service" in this Section)

Article 17 (Application)

1. The User who is using each basic service of the "SAKURA Dedicated Server," "SAKURA VPS ," "SAKURA Cloud ," "Housing Service" and "Remote Housing Service" (collectively, the "Option Applicable Service") may apply for the Optional Service.

Article 18 (Payment of Usage Fees)

1. Notwithstanding the provisions of the payment deadline in the Basic Terms and Conditions, the User shall pay the initial Usage Fees for the use of the Optional Service on or before the last day of the month following the month to which the use start date belongs.
2. The User may once again specify the payment method of the Usage Fees for the Optional Service from among the methods that the Company sets forth, and may choose to pay the Usage Fees for the Optional Service, combined with any of the invoices of the payment for the Option Applicable Service (excluding the "SAKURA Cloud," and the "SAKURA Dedicated Server" for which the User has selected a time charge) to which the User applies the Optional Service, in the method the User has selected in the said service.

Article 19 (Termination)

1. Even if the User's Use Contract for the Option Applicable Service terminates or is terminated in whole, the contract for the Optional Service shall remain in effect, and the termination of the Optional Service shall be in accordance with the procedures that the Company prescribes pursuant to the Basic Terms and Conditions.

Section 9 Website Attack Detector (the "Optional Service" in this Section)

Article 20 (Application)

1. The Company shall set forth the terms of use for the Optional Service in the Service Site.

Article 21 (Contract)

[English Translation]

1. The User shall comply with the latest “Terms of Use for ‘GRED Web Falsification Check’” that Hitachi Systems, Ltd. provides for at the time the User uses the Optional Service.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Terms and Conditions for Use of the SAKURA VPS Service which applied on and after October 22, 2024, and shall apply on and after July 1, 2025 pursuant to the provisions on the amendment to the Terms and Conditions in the Basic Terms and Conditions.

※ Microsoft and Windows, Windows Server, Microsoft Office, SQL Server are the registered trademarks or trademarks of Microsoft Corporation in the U.S. and other countries. The official name of Windows is Microsoft Windows Operating System.

[Note: This is the Company’s translation of the original Japanese Terms and Conditions dated July 1, 2025 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.]