

Private Link Service Terms and Conditions

Article 1 (Application of Terms and Conditions)

1. These Private Link Service Terms and Conditions (these “Terms and Conditions”) are the Basic Service Terms and Conditions applicable to the Basic Service, “Private Link Service” (the “Service”) that SAKURA internet Inc. (the “Company”) provides.
2. The user of the Service (the “User”) shall observe 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.

Article 2 (Contents of Service)

1. The Service is the service to provide an environment exclusive for the User in which the User is able to communicate by connecting a network line that the User uses after concluding a network line service contract with a network line service provider (the network line service provider with whom the User concludes the network line service contract shall be referred to as the “Network Line Service Provider,” and the network line that the User uses pursuant to the network line service contract shall be referred to as the “User Line”) to the “Hybrid Connection” that the Company provides.

Article 3 (Minimum Use Period)

1. Notwithstanding the provisions of the minimum use period in the Basic Terms and Conditions, the minimum use period for the Service shall be the period from the use start date to the last day of the month in which one (1) year has passed since the use start date.

Article 4 (Redundancy)

1. With respect to any damages due to a reason that the User has not redundantized the network connection and equipment, the Company shall not assume any liability for any reason whatsoever, and the User shall resolve any claim or demand, etc. from any third party against the User at its own expense.

Article 5 (Responsibility for Maintenance and Management of the User Line, etc.)

1. The User shall, on its own responsibility and at its own expense, maintain and manage the User Line and any other matters pertaining to it, and if the User delegates the maintenance and management works to a third party, the User shall take all liabilities for any acts of the third party.
2. If the Company or a third party incurs the damage in connection with the impairment of the

User Line or any acts of the User or the Network line Service Provider, the User shall assume liability for compensation for damage.

Article 6 (Limitations of liability)

1. In the case where the User is unable to use the “SAKURA Dedicated Server” or “SAKURA Cloud” due to a reason attributable to the Service, the quality assurance pursuant to the provisions of the quality assurance in the SAKURA Dedicated Server Terms and Conditions or SAKURA Cloud Terms and Conditions shall not apply.

Supplementary Provisions

Article 1 (Commencement of Application)

These Terms and Conditions are the amended version of the Private Link Service Terms and Conditions that applied on and after October 31, 2016, and shall apply on and after May 8, 2020 pursuant to the provisions on the amendment to the terms and conditions in the Basic Terms and Conditions.

[Note: This is the Company’s translation of the original Japanese Terms and Conditions dated May 8, 2020 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.]