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General Terms and Conditions for SORACOM Air Global Service

ARTICLE 1. GENERAL PROVISIONS

1.1 Application of General Terms and Conditions

These general terms and conditions as well as the specific regulations (collectively, the “**General Terms**”) govern the use of SORACOM Air Global Service by customers in the USA and Canada. SORACOM GLOBAL, Inc., having its registered office at 800 Bellevue Way NE, 5th Floor, Bellevue, WA 98004, USA, will provide the SORACOM Air Global Service to you according to the SORACOM Air Global Service agreement concluded under the General Terms (such agreement, the “**Agreement**”). SORACOM GLOBAL, Inc. will hereinafter be referred to as “**SORACOM**.”

1.2 Change of General Terms

SORACOM may change the General Terms from time to time. If SORACOM changes the General Terms, SORACOM will notify the Subscriber (defined below) of such change by announcing the change on the website of SORACOM or such other method as may be separately specified by SORACOM. If the Subscriber uses the SORACOM Air Global Service after such notice, the Subscriber shall be deemed to have consented to such change to the General Terms, SORACOM will apply the service fee and other service provision provided in such changed General Terms.

1.3 Definitions

The following terms when used in the General Terms shall have the meanings set forth below.

“**Electronic Communication Network**” shall mean the transmission line connecting the data transmission place and the data receiving place.

“**IMEI**” shall mean International Mobile Equipment Identity.

“**IMSI**” shall mean International Mobile Subscriber Identity. One IMSI is normally allocated per physical SIM, but if Additional Subscription is added, multiple IMSIs will be allocated per physical SIM.

“**SIM**” shall mean Subscriber Identity Module. For the purpose of calculating the Additional Function Fee, each physical media (whether chip, card or other form) counts as one SIM, even if multiple IMSIs or profiles are managed by a single physical media.

“**Telecommunications Facility**” shall mean the machine, equipment, transmission path or other electrical facilities for telecommunication.

“**Telecommunication Service**” shall mean relaying other’s communications with the use of Telecommunications Facilities, or providing Telecommunications Facilities to be used for others’ communications

“**VP**” shall mean the virtual gateway which is the connection point set up by SORACOM for connecting the Electronic Communication Network relating to the private network, etc. connecting service.

ARTICLE 2. SERVICE

2.1 Service Description

SORACOM Air Global Service is a network connectivity solution that enables device connectivity to public and private network services, as well as cloud services in combination with its SIM management console and Additional Functions (defined in Section 21.1).

SORACOM Air Global Service contains the following Subscriptions (plans): plan01s, plan01s - Low Data Volume, plan01, plan01 - Low Data Volume, planX1, planX2, planX3, planP1, planP2, plan-NA1-package, plan-US and plan-US-max. Of these Subscriptions, plan01 and plan01 - Low Data Volume are legacy plans SORACOM stopped offering in 2017 except to existing customers at that time; planX3 is dedicated to international connectivity needs for international deals involving several countries and suitable for customers who are engaged in or seeking to engage in international businesses.

A more detailed description of SORACOM Air Global Service is available on SORACOM's website.

2.2 Service Area

(a) SORACOM shall provide the SORACOM Air Global Service within the area designated on the web site of SORACOM (the "**Service Area**"), provided, that, the Service Area may be different if stated otherwise as specified by SORACOM separately. However, within the Service Area, you may not be able to use the SORACOM Air Global Service in places where transmissions are difficult to send or receive.

(b) The parties of this Agreement acknowledge that there may be countries or locations within which SORACOM may be restricted from providing the SORACOM Air Global Service due to applicable laws, regulations, decisions, rules or orders ("Restrictions"). During the Term, SORACOM will use reasonable efforts to monitor whether there are any such Restrictions. SORACOM may in its sole discretion and at any time, suspend, discontinue, limit, or modify the SORACOM Air Global Service or impose additional requirements on the provision of the SORACOM Air Global Service, as may be reasonably required to comply with any such Restrictions.

(c) In no event will SORACOM be required to provide the SORACOM Air Global Service in countries or locations, or in a manner that would be in violation of the Restrictions and its failure to provide the SORACOM Air Global Service due to the Restrictions will not be deemed to be a breach of its obligations under this Agreement.

(d) In the event that any Restriction, or any change in applicable law, regulation, decision, rule or order materially or adversely affects the delivery of the SORACOM Air Global Service (including the economic viability thereof), SORACOM will notify Subscribers in writing and the parties will negotiate in good faith regarding changes to this Agreement. If the parties cannot reach agreement within 30 days after notification from SORACOM requesting renegotiation, SORACOM may terminate the Agreement upon 30 days' written notice to the Subscriber.

ARTICLE 3.

EXECUTION OF AGREEMENT

3.1 Method of Application

Applicants for the SORACOM Air Global Service (each such applicant, an “**Applicant**”) shall apply for the SORACOM Air Global Service via the on-line sign-up in accordance with the procedure specified by SORACOM after the Applicant agrees to the General Terms (such application, the “**Application**”).

3.2 Acceptance of Application

(a) SORACOM may request the Applicant to submit information necessary for SORACOM to determine whether the Applicant may have failed to make any payment that the Applicant is responsible to pay in relation to the SORACOM Air Global Service. In such case, the Applicant shall promptly submit such information in writing.

(b) SORACOM will consent to the Application, except if SORACOM determines that:

- (i) there is an undue risk that the Applicant may breach the General Terms;
- (ii) provision of the SORACOM Air Global Service to the Applicant carries an undue risk of damage the confidence or profit of SORACOM or other Subscriber (defined in Section 3.3);
- (iii) provision of the SORACOM Air Global Service to the Applicant carries an undue risk of harm to the intellectual property rights, property rights and other rights of SORACOM or a third party;
- (iv) the Applicant damages the relationship of mutual trust between the Applicant and SORACOM, or the Applicant or representative thereof is an Anti-Social Force (defined in Section 20.4) ;
- (v) the Applicant falls under any of the items of Section 5.1(c) below;
- (vi) SORACOM has terminated the agreement between SORACOM and the Applicant;
- (vii) the Applicant provides any false information to SORACOM;
- (viii) the Applicant designates an unavailable credit card as the method of payment; or
- (ix) the Applicant does not intend to use the SORACOM Air Global Service appropriately.

(c) Notwithstanding Section 3.2(b), if SORACOM has no capacity in the communication network, SORACOM may postpone or refuse the Application.

3.3 Effectuation of Agreement

The Agreement shall become effective between the Applicant and SORACOM as of the date that SORACOM consents to the Application in accordance with Section 3.2 (the “**Effective Date**”, and after Effective Date the Applicant shall be referred to as the “**Subscriber**”).

3.4 Subscriber ID

(a) SORACOM will provide the Subscriber with a Subscriber identification number (the “**Subscriber ID**”), provided, that, the provision of such Subscriber ID does not guarantee that the Subscriber will have continuous use of the SORACOM Air Global Service.

(b) If there are unavoidable reasons (including but not limited to technical reasons) which impact on the conduct of SORACOM’s business in such a way that change of the Subscriber ID is required, SORACOM may change the Subscriber ID.

3.5 Account

(a) The Subscriber shall make an account that has an effective e-mail address to use the SORACOM Air Global Service (the “**SORACOM Account**”). The Subscriber may make only one SORACOM account per e-mail address, unless otherwise expressly provided in the General Terms.

(b) SORACOM will provide the Subscriber with a Log-in ID (the “**Log-in ID**”) and a Log-in password (the “**Log-in Password**”) to log into the system to use the SORACOM Account provided by SORACOM.

(c) The Subscriber shall manage and protect the Log-in ID and Log-in Password at the Subscriber’s own responsibility, and shall not lend, transfer, or license the Log-in ID and Log-in Password to any third party and shall not use the Log-in ID and Log-in Password for the profit of any third party. The Subscriber shall notify SORACOM immediately in the following cases:

- (i) The Subscriber discovers or learns of unauthorized use of the SORACOM Account by a third party or the risk of such unauthorized use; or
- (ii) The Subscriber loses information regarding the SORACOM Account (including but not limited to the Log-in ID or Log-in Password), or such information is stolen by any third party.

(d) The Subscriber is responsible for any event arising from the use of the Subscriber’s own SORACOM Account, whether unauthorized use or misuse by the Subscriber, Subscriber’s officer, Subscriber’s employee, or third party, and SORACOM shall not bear any responsibility in relation to such matters. If SORACOM suffers any damage arising from such use of the SORACOM Account, the Subscriber shall compensate SORACOM for such damage.

ARTICLE 4.

CHANGE OF SUBSCRIBER’S NAME

4.1 Notification of Change of Subscriber’s Name

(a) If the Subscriber changes its name, domicile or residence (for a corporation, its name, location of its principal office, or name of its representative), e-mail address, the billing address, or credit card and any information submitted to SORACOM, or the Subscriber plans to change such information, the Subscriber shall promptly notify SORACOM of the change.

(b) If the Subscriber notifies SORACOM of a change pursuant to Section 4.1(a), SORACOM may require the Subscriber to submit documents evidencing the change.

(c) If the Subscriber does not notify SORACOM of any changes required under Section 4.1(a), if SORACOM sends a notice to the domicile or residence (for a corporation, location

of its principal office) or e-mail address submitted by the Subscriber, such notice shall be deemed delivered to the Subscriber.

4.2 Assignment or Transfer of Agreement

(a) The Subscriber shall not assign, transfer, sublicense or provide as collateral, or otherwise dispose of the right to receive the SORACOM Air Global Service or the SORACOM System (defined in Section 12.1) under the Agreement except as otherwise provided in this Section 4.2.

(b) If all the subscriptions in the SIM are in “Ready” status in the SORACOM System, the Subscriber may assign the right to receive the SORACOM Air Global Service using such SIM to a third party who holds a SORACOM Account with a valid payment method by prescribed operation via the SORACOM System.

(c) If any of the subscriptions in the SIM has ever been in the statuses of “Active”, “Inactive”, “Standby” or “Suspended” in the SORACOM System even once, the Subscriber may apply for assignment of the right to receive the SORACOM Air Global Service using such SIM to a third party who holds a SORACOM Account with a valid payment method by prescribed operation via the SORACOM System. Such assignment shall become effective upon SORACOM’s acceptance of such application. The Subscriber shall observe the other conditions shown on the SORACOM’s website and pay the SIM Transfer Fee for the assignment provided for in this paragraph (c).

(d) In the cases of the preceding paragraphs (b) and (c), the assignee shall succeed to the status of the Subscriber under this Agreement for the affected SIM (including the obligations of the Subscriber) and the Subscriber shall be jointly and severally liable for such obligations of the assignee.

(e) Notwithstanding Section 4.2(a), if the Subscriber dies, if the successor-at-law of such Subscriber (if plural successor-at-law exist, the successor-at-law who notifies SORACOM first) notifies SORACOM pursuant to the procedure specified by SORACOM separately, such successor-at-law may succeed to the right to receive the SORACOM Air Global Service (limited as specified by SORACOM separately) pursuant to this Agreement. In this case, such successor-at-law shall succeed to the status of the deceased Subscriber under this Agreement (including the obligations of the deceased Subscriber).

(f) SORACOM may assign and transfer rights and obligations under this Agreement without Subscriber’s consent (i) in connection with a merger, acquisition or sale of all or part of SORACOM’s assets, or (ii) to any affiliate or as part of a corporate reorganization; and effective upon such assignment or transfer, the assignee/transferee is deemed substituted for SORACOM as a party to this Agreement and SORACOM is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

ARTICLE 5. USE RESTRICTION

5.1 Use Restriction

(a) If a natural disaster, incident or any other emergency situation occurs or is likely to occur, SORACOM may restrict the use of the SORACOM Air Global Service by the Subscriber in order to give priority to communications whose content are necessary for the prevention of or relief from calamities, for the securing of transportation, communications or electric power supply, the maintenance of public order or any other public interest.

(b) If SORACOM detects any significant and/or continuous signal or transmission using a communication procedure or application which occupies the communication band used by SORACOM, SORACOM may control the transmission rate and traffic of such signal or transmission by controlling the communication band allocated to such signal or transmission.

(c) SORACOM may suspend or limit the use of the SORACOM Air Global Service by the Subscriber, if:

- (i) the Subscriber delays in performing or fails to perform any payment obligation or any other obligation under the Agreement;
- (ii) the Subscriber gives a false information to SORACOM;
- (iii) SORACOM deems that the Subscriber violates Section 13.1 below;
- (iv) the Subscriber falls under any of the items of Section 3.2;
- (v) the credit card account designated by the Subscriber is invalid, unavailable or cannot be used or recognized; or
- (vi) SORACOM reasonably determines it necessary to protect the integrity of its systems or customer data, including but not limited to instances of data breach.

5.2 Disconnection of Transmission

(a) If any of the following events occur, SORACOM may disconnect the Session with respect to SORACOM Air Global Service transmissions.

- (i) If SORACOM deems the Session (meaning the state of the Subscriber channel which can perform data transmissions, the same shall apply hereinafter) has been data communication enabled for more than 7 days;
- (ii) If SORACOM deems excess data communication has been performed in the same Session;
- (iii) If SORACOM detects any errors in the terminal device connected to the Subscriber channel;
- (iv) If SORACOM deems there is a risk of disturbances in smooth provision of SORACOM Air Global Service; or
- (v) If SORACOM receives a suspension order for radio wave transmission from a supervisory authority.

5.3 Suspension of Use of Service

Upon the Subscriber's request, SORACOM shall suspend (meaning preventing the Subscriber ID from being temporarily available without diverting such Subscriber ID to a third party) provision of the SORACOM Air Global Service to such Subscriber, provided that the period of such suspension shall not be longer than 1(one) year, and SORACOM shall not bear responsibility to secure, maintain or provide any information (including but not limited to the SORACOM Account of such Subscriber) after one (1) year from the starting day of such suspension.

5.4 Suspension of Service

- (a) SORACOM may suspend provision of the SORACOM Air Global Service if:
- (i) there are unavoidable reasons requiring maintenance or construction of SORACOM's Telecommunications Facility or system;
 - (ii) a telecommunication carrier suspends provision of telecommunication services to SORACOM;
 - (iii) a cloud service provider suspends provision of cloud services to SORACOM; or
 - (iv) SORACOM changes the Subscriber ID under Section 3.4(b).

(b) If SORACOM suspends the provision of the SORACOM Air Global Service according to Section 5.4(a), SORACOM will announce such suspension on SORACOM's website in advance except in cases of urgent necessity.

5.5 Discontinuation of Service

If there are unavoidable reasons (including but not limited to technical reasons), SORACOM may discontinue provision of the SORACOM Air Global Service in whole or part.

ARTICLE 6. TERMINATION OF THIS AGREEMENT

6.1 Termination by Subscriber

(a) The Subscriber may terminate this Agreement by giving notification to SORACOM according to the method specified by SORACOM separately. In this case, such termination shall take effect on the date specified by SORACOM beforehand or on the date designated by the Subscriber in such notification, whichever is later.

(b) Notwithstanding the preceding paragraph, if the SORACOM Air Global Service becomes unavailable in accordance with Section 5.1, 5.2, or 5.4, the Subscriber may terminate this Agreement by giving notification to SORACOM according to the method specified by SORACOM separately on the date designated by the Subscriber in such notification.

(c) SORACOM shall calculate any outstanding balance between SORACOM and the Subscriber at the time of termination and charge any differential amount.

6.2 Termination by SORACOM

(a) SORACOM may terminate the Agreement in the following situations, in which case SORACOM will give the Subscriber reasonable notice of such termination.

- (i) SORACOM has suspended or restricted use of the SORACOM Air Global Service to the Subscriber under Section 5.1 and the cause of such suspension or restriction has not been resolved by the Subscriber;
- (ii) any of the items of Section 5.1 apply and SORACOM deems such fact seriously impedes performance of SORACOM's business;

- (iii) a telecommunication carrier terminates the agreement between SORACOM and the telecommunication carrier regarding the provision to SORACOM of telecommunication services; or
- (iv) a cloud provider terminates the agreement between SORACOM and the cloud provider regarding provision to SORACOM of cloud services.

(b) If the SORACOM Air Global Service is discontinued according to Section 5.5 , the Agreement is terminated on the date of such discontinuation.

(c) SORACOM shall calculate any outstanding balance between SORACOM and the Subscriber at the time of termination and charge any differential amount.

ARTICLE 7. RESPONSIBILITY

7.1 Confidentiality

After the Application, SORACOM and the Subscriber (before execution of the Agreement, the Applicant, hereinafter the same shall apply in this Section) shall keep confidential the other party's technical, management and any other non-public information acquired from other party, and shall not use such information except for provision or use of the SORACOM Air Global Service; provided, however, that SORACOM and the Subscriber may disclose such other party's information to the extent necessary to comply with any law or direction, regulation or order of a court, supervisory authority or any other public institution authorized to regulate SORACOM or the Subscriber. Even if SORACOM and the Applicant do not enter into the Agreement, or the Agreement is ended by termination or any other reason, this Section shall survive.

7.2 Maintenance of Confidence

In using the SORACOM Air Global Service, the Subscriber shall not act in any way to lose the confidence of SORACOM.

7.3 Notification of Unauthorized Access

If the Subscriber becomes aware of a security risk or other vulnerability in which data may be accessed by an unauthorized third party, regardless of whether the data belongs to the Subscriber's SORACOM Account, the Subscriber will notify us as promptly as reasonably possible but in no event later than within forty-eight (48) hours from the time the Subscriber is first made aware of such vulnerability.

7.4 Notification of Necessary Information

(a) If an event listed in Section 14.5 (ii) through (vi) occurs, the Subscriber shall promptly notify SORACOM of such fact in writing.

(b) SORACOM may require the Subscriber to submit information necessary for SORACOM to determine whether the Subscriber may have failed to make any payment that the Subscriber is responsible to pay in relation to the SORACOM Air Global Service. In this case, Section 3.2 shall apply *mutatis mutandis*.

(c) SORACOM shall promptly notify the Subscriber if any of the following occurs.

- (i) suspension or discontinuation of SORACOM's telecommunication business;
- (ii) cancellation of registration or filing, etc. necessary for SORACOM's telecommunications business by supervisory authority;
- (iii) restriction of the SORACOM Air Global Service under to ARTICLE V;
- (iv) change, extension or removal of the Telecommunications Facility which may affect the condition of the SORACOM Air Global Service; or
- (v) dissolution of SORACOM.

ARTICLE 8.

PROVISION BY SUBSCRIBER

8.1 Precondition of Providing

If the Subscriber registers for the SORACOM Partner Space (meaning the program which SORACOM provide via the website of SORACOM as the SORACOM Partner Space), concludes any agreement specified by SORACOM and performs any other procedure specified by SORACOM, the Subscriber may provide telecommunication services based on the SORACOM Air Global Service to third parties as the Subscriber's own service (such third party, the "**Subscriber's Customer**"). In such case, the Subscriber shall bear all responsibility in relation to such service provided by the Subscriber. The Subscriber is responsible for the Subscriber's Customer's compliance with the term and conditions of the Agreement and any breach of the Agreement by the Subscriber's Customer shall be deemed as a breach by the Subscriber thereof. The Subscriber shall obtain and hold all necessary permits and authorizations to provide telecommunication services and comply with all applicable laws and regulations.

8.2 Report of Number of Subscriber's Customer

Upon SORACOM's request, the Subscriber shall report to SORACOM the number of contracts that the Subscriber has concluded with Subscriber's Customers with respect to any telecommunication service based on the SORACOM Air Global Service in accordance with the method specified by SORACOM.

8.3 Use of Trademark

In the case that the Subscriber provides a telecommunication service to an Subscriber's Customer pursuant to Section 8.1, if the Subscriber desires to use SORACOM's trademark, the Subscriber shall obtain SORACOM's consent in writing to do so before using SORACOM's trademark, and shall comply with any other conditions relating to the use of SORACOM's trademark specified by SORACOM separately.

8.4 Identity Verification

In the case that the Subscriber provides telecommunication services to any Subscriber's Customers pursuant to Section 8.1, the Subscriber is responsible for performing and shall perform personal identification of Subscriber's Customer. SORACOM shall not bear any responsibility in relation to dealing with such matters.

8.5 Explanation of Service Condition

(a) The Subscriber is responsible for explaining and shall explain to Subscriber's Customers all conditions, etc. with respect to such telecommunication service. SORACOM shall not bear any responsibility in relation to such explanation.

(b) In the case that the Subscriber provides telecommunication services to any Subscriber's Customers pursuant to Section 8.1, the Subscriber is responsible for dealing and shall deal with all inquiries about the communication charge or service contents, request of repair or recovery and any complaints from the Subscriber's Customer or any other third party. SORACOM shall not bear any responsibility in relation to dealing with such matters.

ARTICLE 9.

SIM

9.1 Transfer of SIM from SORACOM

(a) SORACOM shall transfer the SIM (it does not matter whether it is a plug-in type or an embedded type) to the Subscriber, and the Subscriber may use such SIM and/or lend such SIM to the Subscriber's Customer. However, the number of SIM transferred to the Subscriber shall be one SIM per SORACOM Air Global Service channel.

(b) If there are unavoidable reasons (including but not limited to technical reasons) which impact on the conduct of SORACOM's business in such a way that change of the SIM is required, SORACOM may change the SIM which SORACOM transfers to the Subscriber after notification to the Subscriber that such change is required. In such case, the Subscriber may lend the changed SIM to the Subscriber's Customer at the Subscriber's own responsibility.

(c) The Subscriber shall comply and ensure the Subscriber's Customer complies with the management obligations and any other obligation that the network provider imposes on SORACOM with respect to the SIM which SORACOM transfers to the Subscriber. The Subscriber shall bear the costs of any and all damages, if any, arising from insufficient management or misuse, etc. by the Subscriber and/or the Subscriber's Customer. SORACOM shall not bear any responsibility in relation to such insufficient management or misuse.

9.2 Change of SIM

(a) The Subscriber to whom the SIM is transferred by SORACOM shall promptly return the SIM to SORACOM at the place and according to the method separately designated by SORACOM for replacement of the SIM, if:

- (i) SORACOM changes the SIM according to Section 9.1(b); or
- (ii) SORACOM changes the Subscriber ID according to Section 3.4(b).

(b) If the Subscriber does not return the SIM according Section 9.2(a), the Subscriber and the Subscriber's Customer shall not use SORACOM Air Global Service thereafter.

ARTICLE 10.

TERMINAL DEVICE

10.1 Terminal Device

The Subscriber shall use the terminal device in compliance with the technical standards established by the applicable laws and regulations equivalent to the Federal Communications

Commission (FCC) rules or the CE Marking (CE Mark) for Radio Telecommunications Equipment, and supported by SORACOM Air Global Service.

ARTICLE 11.

TELECOMMUNICATION

11.1 Measurement of Amount of Data

(a) With respect to the SORACOM Air Global Service, SORACOM will charge the Subscriber for the amount of data transmitted between the Subscriber channel and SORACOM, and measure the amount of such data by SORACOM's or SORACOM's designee's equipment. If the data (excluding any data separately specified by SORACOM, if any) does not reach the communication recipient (if the data is sent to a mutual connection point, such mutual connection point is deemed as the communication recipient) due to a fault in the communication channel or any grounds not attributable to the sender or recipient, such data shall be excluded from the amount of data measured for determining the amount to be charged.

(b) SORACOM will measure the number of the SMS communications by using SORACOM's equipment.

(c) SORACOM will measure the number of the USSD communications by using SORACOM's equipment.

(d) With respect to the SORACOM Beam Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the Subscriber channel, and between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the communication recipient due to a fault in the communication channel or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged.

(e) With respect to the SORACOM Funnel Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the communication recipient due to a fault in the communication line or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged.

(f) With respect to the SORACOM Funk Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the communication recipient due to a fault in the communication line or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged.

(g) With respect to the SORACOM Harvest Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment.

(h) With respect to the SORACOM Krypton Service, SORACOM will charge the Subscriber for the number of requests between SORACOM and the destination designated by the Subscriber, and measure the number of such requests by using SORACOM's equipment. Even if the data (excluding the data separately specified by SORACOM, if any) does not reach the

communication recipient due to a fault in the communication line or any grounds not attributable to the sender or recipient, such data shall be included in the number of requests to be charged.

ARTICLE 12.

USE OF SORACOM SYSTEM

12.1 Providing SORACOM System

SORACOM shall provide the Subscriber with a console system (the “**SORACOM System**”) for the SORACOM Air Global Service through the SORACOM Web site (the “**SORACOM Site**”).

12.2 Connecting to SORACOM Site

If the Subscriber connects to the SORACOM Site, the Subscriber shall connect at its own expense and responsibility. Even if the connection is interrupted by failure of the telecommunication network or wireless LAN, SORACOM shall not bear any responsibility for such failure or any damages arising from such failure.

12.3 Use Conditions for SORACOM System

(a) The Subscriber shall use the SORACOM System only for use of the SORACOM Air Global Service in the normal way and in compliance with laws and regulations, as well as by using the due care of a prudent manager.

(b) SORACOM may change the information provided by the SORACOM Site (the “**SORACOM Information**”) and any other contents of the SORACOM Site without prior notification to the Subscriber. If such change is material, as determined by SORACOM, SORACOM shall notify the Subscriber beforehand.

ARTICLE 13.

PROHIBITED ACTS

13.1 Prohibited Acts

In addition to any other provision of the General Terms, the Subscriber shall not:

- (i) use the terminal device in any way that is not in compliance with the technical standards established by the applicable laws and regulations equivalent to the Federal Communications Commission (FCC) rules or the CE Marking (CE Mark) for Radio Telecommunications Equipment;
- (ii) use the terminal device not supported by SORACOM Air Global Services (including, but not limited to using terminal devices connecting by radio access technology other than that specified on Soracom Site for each subscription);
- (iii) perform any act prohibited by the telecommunication carrier(s);
- (iv) perform any act (including but limited to prohibition of data transmission to another country or prohibition of permanent roaming) prohibited by the applicable laws and regulations in the countries where the Subscriber uses SORACOM Air Global Services;

- (v) subject the apparatus or system for the SORACOM Air Global Service to excessive data loads by generating continuous traffic exceeding the limits specified by SORACOM separately;
- (vi) use the SORACOM Air Global Service for child prostitution, viewing or acquiring child pornography or sending nuisance e-mail or any other purpose that SORACOM regards as inappropriate;
- (vii) assign, transfer, sublet or provide as collateral, or otherwise dispose of all or part of SORACOM Information;
- (viii) reproduce all or part of SORACOM Information for the use of third party;
- (ix) let a third party (excluding Subscriber's Customers) use SORACOM System and SORACOM Information;
- (x) modify or tamper with SORACOM Information;
- (xi) access or attempt to access the data of another customer or other third party without authorization, including attempts to register SIMs not in the Subscriber's possession;
- (xii) use SORACOM Information for any product or service provided by a third party;
- (xiii) use SORACOM Information for any product or service that infringes on SORACOM's or any third party's intellectual property rights;
- (xiv) file application of intellectual property rights based on the SORACOM Information;
- (xv) attack the storage server of SORACOM Information by using unauthorized access or a computer virus;
- (xvi) reverse engineer, decompile, reverse assemble or otherwise analyze the SORACOM System; or
- (xvii) let a third party perform any of the respective acts of the preceding paragraphs in this Section 13.1.

ARTICLE 14.

SERVICE FEE

14.1 Service Fee

The service fee for use of the SORACOM Air Global Service consists of the basic fee, data usage fee, additional function fee and any other procedure fees (the “**Service Fee**”). The rate and the method of calculation of the Service Fee shall be as provided in Schedule 1, which is available at https://soracom.jp/files/fee_schedule.pdf.

14.2 Payment Obligation

(a) The Subscriber shall bear the obligation to pay the Service Fee to SORACOM from the day when SORACOM starts to provide the Subscriber with the telecommunication channel pursuant to this Agreement.

(b) In the case that the Subscriber receives any additional service from SORACOM, the Subscriber shall bear the obligation to pay the fee to SORACOM pursuant to Schedule 1 from the day when SORACOM starts to provide the Subscriber with such additional service.

(c) After SORACOM commences providing the Subscriber with the telecommunication channel pursuant to this Agreement, even if the Subscriber cannot use the SORACOM Air Global Service, or does not use the SORACOM Air Global Service according to Section 5.3, 5.4, or 5.1(c), the Subscriber shall bear the obligation to pay the basic fee and additional function fee to SORACOM.

14.3 Method of Payment

The Subscriber shall pay the Service Fee and any other fees to be paid to SORACOM under this Agreement according to the method specified by SORACOM by the day designated by SORACOM.

14.4 Interest for Delay

If the Subscriber does not pay the Service Fee or any other payment (excluding interest for delay) under the Agreement by the due date of payment, the Subscriber shall, with respect to the period commencing from the day immediately after the due date of payment to the before day when the payment is made, pay the amount of money obtained by multiplying the such unpaid amount by 14.6% per annum (prorated on the basis of a 365-day year).

14.5 Acceleration

If any of the following events occur, the Service Fee and any other payment to be made under the Agreement shall become due and payable, and in such case the Subscriber shall pay such payment to SORACOM immediately. Unless the following event is resolved, upon request of SORACOM, the Subscriber shall immediately perform the above payment obligations.

- (i) If SORACOM deems that the Subscriber is insolvent;
- (ii) If a procedure of bankruptcy, company reorganization, civil rehabilitation and other insolvency procedure based on laws and regulations is commenced against the Subscriber;
- (iii) If a bill or check issued by the Subscriber is dishonored;
- (iv) If an order or notice of provisional attachment, provisional disposition, provisional disposition for provisional registration, preservative attachment, attachment, compulsory execution, preservative disposition, petition of auction sale or disposition for nonpayment of tax and public charges has been issued with respect to the assets owned by the Subscriber;
- (v) If a supervisory authority cancels the registration or notification necessary for Subscriber's telecommunications business;

- (vi) If the Subscriber discontinues the whole of its telecommunication business;
- (vii) If the Subscriber is ceases to exist; or
- (viii) If any event that significantly impedes the Subscriber' business occurs.

ARTICLE 15. MAINTENANCE

15.1 Repair or Recovery

- (a) If the telecommunication equipment or system installed by SORACOM breaks down or is lost, SORACOM shall repair or replace such equipment or system promptly. Provided, however, that SORACOM has no obligation to perform such repair or replacement within 24 hours.
- (b) If SORACOM repairs or replaces the telecommunication equipment or system installed by SORACOM, SORACOM may change the Subscriber ID.
- (c) If the Subscriber reports an error, and it turns out that there are no mistakes in SORACOM's systems or network or service, or the fault lies in the Subscriber's equipment or internal networks under, the Subscriber is required to cover SORACOM's expenses related to such error detection.

ARTICLE 16. INTELLECTUAL PROPERTY

16.1 Intellectual Property

The patent, utility model right, design right, copyright, knowhow and any other intellectual property, and the data of the demonstration experiment and any other data related to the SORACOM Air Global Service, the SORACOM System, the SORACOM Information or the accessorial services thereof (including, but not limited to the Additional Functions prescribed in Article 21. The same shall apply hereinafter) belong to SORACOM. Nothing in this Agreement or the disclosure of information to the Subscriber by SORACOM in relation to the SORACOM Air Global Service, the SORACOM System or the accessorial services thereof shall be construed, by implication, estoppel or otherwise in any sense, as a license, granting or transferring SORACOM's patent, utility model right, design right, copyright, knowhow or any other intellectual property to the Subscriber or any other third party.

ARTICLE 17. DISCLAIMER OF WARRANTIES

17.1 Disclaimer of Warranties

THE SUBSCRIBER AGREES THAT THE SORACOM AIR GLOBAL SERVICE, THE SORACOM SYSTEM AND THE ACCESSORIAL SERVICES THEREOF PROVIDED ACCORDING TO THIS AGREEMENT SHALL BE PROVIDED ON AN "AS-IS" BASIS. TO THE EXTENT PERMITTED BY LAW, SORACOM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SORACOM AIR GLOBAL SERVICE, THE SORACOM SYSTEM OR THE ACCESSORIAL SERVICES THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF

QUALITY, CONSISTENCY OF SERVICE, NON-MISTAKE, NON- INFRINGEMENT OF THIRD PARTY'S RIGHT, FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE 18.

INDEMNIFICATION

18.1 Indemnification

SORACOM and the Subscriber shall, except as otherwise provided, indemnify the other party for all damages as a result of its own breach of the General Terms.

18.2 Limitation of Liability

(a) If the SORACOM Air Global Service, the SORACOM System, the SORACOM Information or the accessorial services thereof become unavailable due to any cause imputable to a third party (including but not limited to telecommunication carrier(s) or cloud provider(s)), SORACOM shall not bear any responsibility in relation to such matter.

(b) If the SORACOM Air Global Service becomes completely unavailable due to a cause imputable to SORACOM for a period of 24 hours or longer (the “**Unavailable Time**”) commencing from the time when SORACOM recognizes the SORACOM Air Global Service has reached such status, upon the Subscriber’s request, SORACOM shall reduce the Service Fee according to the number of days obtained by dividing the Unavailable Time by 24 (rounding down decimals) from the Service Fee charged to such Subscriber, provided that, if the Subscriber does not request within three months after the date on which the Subscriber becomes aware of such Unavailable Time, SORACOM deems that such Subscriber waives the right to request such reduction.

(c) In any case where SORACOM is liable to compensate the Subscriber for damage, SORACOM’s liability shall not exceed the Service Fee of the month of in which the day falls when such damage occurs, and in no event shall SORACOM have any liability to the subscriber under or in connection with this agreement for:

- (i) loss of actual or anticipated income or profits;
- (ii) loss of goodwill or reputation;
- (iii) loss of anticipated cost savings;
- (iv) loss of data; or
- (v) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

(d) Notwithstanding the provisions of the preceding paragraph, if the SORACOM Air Global Service becomes unavailable due to a cause imputable to telecommunication carrier or cloud provider, SORACOM will compensate the Subscriber for damage (limited to actual and ordinary damage, and excluding lost profit and indirect damages) up to the amount received from such telecommunication carrier or cloud provider as compensation for such damage.

(e) SORACOM shall not bear any responsibility for lost profits arising out of the use of the SORACOM Air Global Service, costs incurred in relation to repair of any fault, request to repair any fault, or dealing with any inquiry in relation to any fault in the SORACOM Air Global Service, or any complaints from the Subscriber’s Customer or any other third party. The Subscriber shall not in any circumstance claim such lost profits or costs against SORACOM.

(f) In the case where the Telecommunications Facility or system is repaired or recovered, there is a possibility that information stored in the Telecommunications Facility or system may be altered or lost. SORACOM shall not bear any responsibility for damages arising from such alteration or loss, provided, that, this shall not apply to any damage arising from SORACOM's willful misconduct or gross negligence.

ARTICLE 19.

PROCESSING OF PERSONAL DATA

(a) SORACOM collects and processes personal data about the Subscriber, including name, e-mail, IP-address as well as data usage and billing data in order to provide SORACOM's services and for billing purposes.

(b) By entering into this Agreement with SORACOM you explicitly consent to SORACOM processing personal data about you.

(c) SORACOM will specify the policy for processing Subscribers' personal information (the "**Privacy Policy**"), and post the Privacy Policy on SORACOM's website.

ARTICLE 20.

MISCELLANEOUS

20.1 Posting this Agreement

SORACOM will post the latest General Terms on SORACOM's website.

20.2 Force Majeure

No delay, failure or default in performance of any obligations in this Agreement shall constitute a breach of this Agreement, to the extent that such failure to perform, delay or default arises out of a cause beyond the control of and without the negligence of the party otherwise chargeable with failure, delay or default, including but not limited to action or inaction of governmental, civil or military authorities, fire, strike, lockouts or other labor dispute, flood, war, riots, earthquake, natural disaster, breakdown of public common carrier or communications facilities; computer malfunction.

20.3 Notification of Information for Telecommunication Carrier

If the Subscriber sends an SMS, and the telecommunication carrier which owns or operates the telecommunication line on which the SMS transmission was sent deems sending such SMS a prohibited act upon the request by such telecommunication carrier's user, the Subscriber agrees that such telecommunication carrier may notify SORACOM and other telecommunication carriers of such Subscriber's Subscriber ID, such SMS time of receipt, content of such SMS and any other information related to such SMS that the telecommunication carrier sees fit.

20.4 Terminating and rejecting relations with Anti-social Forces

Subscriber acknowledges and agrees that, since SORACOM affiliates are Japanese companies, SORACOM must comply with the relevant rules, regulations and standards which purport to eliminate any relationship with "Anti-Social Forces" (meaning violent gangs, yakuza, mafia or other violent, blackmailing, or intimidatory groups or people who for political, religious or other ideological or economic purposes engage in anti-social activities or behavior including, but not limited to "Organized Crime Groups" or "Organized Crime Group Members" (as respectively

defined in Article 2, items (ii) and (vi) of the Prevention of Unjust Acts by Organized Crime Group Members Act of Japan. The same shall apply hereafter.). As a part of such compliance, Subscriber shall ensure that at all times it and its officers, employees and any shareholders in the Subscriber:

- (i) do not and will not have any relationship or connection with any Anti-Social Forces;
- (ii) are not and will not become involved in any financial dealings with or provide any financial assistance to any Anti-Social Forces for any reason whatsoever; and/or
- (iii) (do not and will not employ, hire or otherwise engage any person who is a member of any Anti-Social Force or appoint such person to any directorship or officer position.

20.5 Severability

If any provision in this Agreement is found to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if not feasible.

20.6 Dispute Resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules. AAA will apply the rules in force when the application for arbitration is submitted. SORACOM and the Subscriber will appoint 1 arbitrator each. AAA will appoint 1 additional arbitrator who will be chairman of the arbitration tribunal. If either SORACOM or the Subscriber fails to appoint an arbitrator no later than 30 days after submitting an application for arbitration or receiving notice of arbitration, AAA will also appoint that arbitrator. The arbitration proceedings will take place in Seattle, Washington, and the language of the proceedings will be English.

20.7 Governing law

The General Terms and the Agreement shall be governed by and interpreted in accordance with the laws of Washington State, USA. However, the conflict of laws rules must be disregarded to the extent that such rules are non-mandatory.

ARTICLE 21. ADDITIONAL FUNCTIONS

21.1 General Principle

(a) Only in the cases expressly stated in Section 18.2 shall SORACOM indemnify the Subscriber for damages regarding the additional services and functions described in this ARTICLE 21 (“**Additional Functions**”) subject to Section 18.2. SORACOM shall not bear any responsibility in relation to changed or missing telecommunication content, system malfunction or any dispute between the Subscriber and any third party.

(b) The Subscriber shall use the Additional Functions described in this ARTICLE 21 according to the method of use and other service provision conditions posted by SORACOM on the SORACOM Site.

21.2 SORACOM Beam Service

(a) “**SORACOM Beam Service**” shall mean the service to encrypt the telecommunication and change the data destination from SORACOM to the destination designated by the Subscriber according to Subscriber’s request.

(b) In the case that the Subscriber uses the SORACOM Air Global Service, the Subscriber may use the SORACOM Beam Service.

21.3 Custom DNS Function

The Subscriber may use the SORACOM Air Global Service to connect to Subscriber’s own DNS server (such service, the “**Custom DNS Function**”).

21.4 Metadata Service Function

(a) The Subscriber may use the SORACOM Air Global Service to acquire the IMEI of the terminal using the SORACOM Air Global Service and acquire and update information of the usage status of such terminal for the SORACOM Air Global Service (such service, the “**Metadata Service Function**”).

(b) Before using the Metadata Service Function, the Subscriber shall obtain Subscriber’s Customer’s consent to do so.

21.5 Terminal Data Acquisition Function

(a) The Subscriber may use the SORACOM Air Global Service to acquire the IMEI of the terminal using the SORACOM Air Global Service and information regarding the in-range base station(s) of such terminal, and to enable only specified device to telecommunicate (such service, the “**Terminal Data Acquisition Function**”).

(b) Before using the Terminal Data Acquisition Function, the Subscriber shall obtain Subscriber’s Customer’s consent to do so.

(c) SORACOM makes no warranties or guarantees as to the integrity of the IMEI and the information regarding the in-range base station(s) acquired through the Terminal Data Acquisition Function. SORACOM will provide the Subscriber with the IMEI and the information regarding the in-range base station(s) acquired through the telecommunication line.

21.6 CHAP Authentication Function

The Subscriber may use the SORACOM Air Global Service to set independently CHAP ID / Password (such service, the “**CHAP Authentication Function**”).

21.7 Private Network Services

(a) The Subscriber may use the Private Network Services (a generic term used to refer to SORACOM Canal Service, SORACOM Direct Service, SORACOM Door Service, VPG Type-E Service, VPG Type-F Service, VPG Type-G Service, SORACOM Gate Service and SORACOM

Junction Service) in combination with the SORACOM Air Global Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the Private Network Services.

(b) The Subscriber shall use the SORACOM Canal Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the Private Network Service) posted by SORACOM on the SORACOM Site.

21.8 SORACOM Endorse Service

(a) “**SORACOM Endorse Service**” shall mean the service to provide the Subscriber with the authentication information of the terminal using the SORACOM Air Global if the Subscriber requests such information.

(b) In the case that the Subscriber uses the SORACOM Air Global Service, the Subscriber may use the SORACOM Endorse Service.

(c) Before using the SORACOM Endorse Service, the Subscriber shall obtain Subscriber’s Customer’s consent to do so.

21.9 SORACOM Funnel Service

(a) “**SORACOM Funnel Service**” shall mean the service to change the data destination from SORACOM to the address on a cloud account designated by the Subscriber if the Subscriber requests SORACOM make such change to the data destination.

(b) In the case that the Subscriber uses the SORACOM Air Global Service, the Subscriber may use the SORACOM Funnel Service.

21.10 SORACOM Funk Service

(a) “**SORACOM Funk Service**” shall mean the service that links the IoT device to the cloud function designated by the Subscriber.

(b) In the case that the Subscriber uses the SORACOM Air Global Service, the Subscriber may use the SORACOM Funk Service.

21.11 SORACOM Harvest Service

(a) The Subscriber may use the SORACOM Harvest Service in combination with the SORACOM Air Global Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Air Harvest option.

(b) The Subscriber shall use the SORACOM Harvest Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the logging service) posted by SORACOM on the SORACOM web site.

21.12 SORACOM Inventory Service

(a) The Subscriber may use the SORACOM Inventory Service in combination with the SORACOM Air Global Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Inventory.

(b) The Subscriber shall use the SORACOM Inventory Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the logging service) posted by SORACOM on the SORACOM web site.

21.13 SORACOM Krypton Service

(a) “**SORACOM Krypton Service**” shall mean the service to support secure provisioning based on SIM authentication.

(b) In the case that the Subscriber uses the SORACOM Air Global Service, the Subscriber may use the SORACOM Krypton Service.

21.14 SORACOM Lagoon Service

(a) The Subscriber may use the SORACOM Lagoon Service in combination with the SORACOM Air Global Service. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Lagoon.

(b) The Subscriber shall use the SORACOM Lagoon Service according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the dashboard and data visualization service) posted by SORACOM on the SORACOM web site.

21.15 SORACOM Napter Service

(a) “**SORACOM Napter Service**” shall mean the service that enables remote access to the terminal using the SORACOM Air Global upon request from the Subscriber.

(b) In the case that the Subscriber uses the SORACOM Air Global Service, the Subscriber may use the SORACOM Napter Service.

(c) Before using the SORACOM Napter Service, the Subscriber shall obtain Subscriber’s Customer’s consent to do so.

21.16 SORACOM Orbit Service

The Subscriber may use, in combination with the SORACOM Air Global Service, the SORACOM Orbit Service, which allows Subscriber to run data processing programs on the communication path between the device and the cloud server. In such case, the Subscriber shall enter into the agreement specified by SORACOM regarding the SORACOM Orbit Service.

21.17 Audit Logs

The Subscriber may use, in combination with the SORACOM Air Global Service, the Audit Logs, which allows Subscriber to check the history of logins and API calls.

21.18 SORACOM Peek for SIM

The Subscriber may use, in combination with the SORACOM Air Global Service, SORACOM Peek for SIM, which allows Subscriber to capture IP packets for each SIM when the device is communicating.

21.19 Device Ping

The Subscriber may use, in combination with the SORACOM Air Global Service, the Device Ping, which helps Subscriber to check communication to its devices.

21.20 Connectivity Diagnostics

The Subscriber may use, in combination with the SORACOM Air Global Service, the Connectivity Diagnostics, which allows Subscriber to check communication usage, Session status etc.

21.21 SORACOM Relay Service (Limited Preview)

(a) “**SORACOM Relay Service**” shall mean the service to acquire video images from network cameras that support RTSP/RTP protocols and transfer them to a cloud server.

(b) The SORACOM Relay Service is in a limited preview phase (“Limited Preview”), so Subscribers who wish to use it should contact SORACOM. We reserve the right to specify a method of contact for requesting Limited Preview services in the future at our sole discretion. SORACOM will determine in its sole discretion whether or not the Subscriber may use the SORACOM Relay Service and may require the Subscriber to provide certain information as a prerequisite, including but not limited to the intended purpose, method, and timeline of use.

(c) The Subscriber shall be solely responsible for and bear all costs related to obtaining, properly installing, and operating the network cameras and other necessary equipment used in connection with the SORACOM Relay Service. Furthermore, in using the SORACOM Relay Service, the Subscriber shall exercise due care to protect personal information, privacy, rights of publicity, and any other interests of the individuals who are the subject of video or images captured by the network cameras (the “Filmed Persons”), and shall take necessary measures such as obtaining valid consent from the Filmed Persons regarding the taking, storage, and purpose of use of the video and images.

(d) The Subscriber agrees to defend, indemnify, and hold SORACOM harmless from and against all damages, costs, and attorneys' fees in connection with any claims arising from filming or recording of the Filmed Persons.

21.22 Coupon

(a) The Subscriber may pay the Service Fee by purchasing or receiving coupons by which the Subscriber can use SORACOM Air Global Service (the “**Coupon**”) and registering such Coupon on the SORACOM System instead of the payment pursuant to Section 14.3.

(b) The Subscriber may register up to two Coupons monthly.

(c) SORACOM will apply the Coupon on a monthly basis. The Free Tier will take precedence over the Coupon.

(d) The Subscriber may confirm the application record of the Coupon on the SORACOM System.

(e) The Subscriber shall not assign the Coupon after the Subscriber registers the Coupon through the SORACOM System.

(f) SORACOM will not refund, convert into money and reissue the Coupon for any reasons.

