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This Table of Contents is not part of this Agreement and is inserted for convenience only.

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-    Denmark

## General Terms and Conditions for SORACOM Air for Sigfox Global Service

### ARTICLE I. 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 for Sigfox Global Service. SORACOM INTERNATIONAL, PTE. LTD. (“**SORACOM**”) will provide the SORACOM Air for Sigfox Global Service to you according to the SORACOM Air for Sigfox Global Service agreement concluded under the General Terms (such agreement, the “**Agreement**”).

The General Terms are modified by certain country-specific provisions which only apply to certain specific jurisdictions, see section 19.6 (Country-specific provisions for certain jurisdictions).

#### 1.2 Change of General Terms

(a) 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. SORACOM will send an e-mail to the Subscriber 30 days prior to any significant changes to the General Terms unless the change solely benefits the Subscriber. The Subscriber may terminate the Agreement with 14 days' notice during such 30 days' notice period. If the Subscriber uses the SORACOM Air for Sigfox 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.

“**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

“**Sigfox**” shall mean SIGFOX SA, a French Republic corporation, which is a worldwide base station network operator of low throughput radio communication realizing communication with low power consumption and its affiliates

“**Wireless terminal for service**” shall mean devices incorporating chips, modules, etc. used for Sigfox service and other telecommunication terminals for performing wireless communication

## **ARTICLE II. SERVICE**

### 2.1 Service Area

The area where SORACOM Air for Sigfox service is provided shall be the area indicated by the coverage map posted on the Sigfox website. Provided, however, that this shall not apply in cases where specific provisions are stipulated in the individual contract. In addition, even within the provision area, depending on the circumstances of use around, it may not be possible to use SORACOM Air for Sigfox service at the service wireless terminal due to the use of the unlicensed frequency band. Also, even within the provision area, you may not be able to use the SORACOM Air for Sigfox service indoors, underground, tunnels, shadows of buildings, mountainous areas, sea etc., where radio waves are hard to be transmitted.

### 2.2 Change of service delivery conditions

Technical specifications and terms relating to SORACOM Air for Sigfox service: In case the specifications and delivery terms & conditions are changed by Sigfox Corporation or Unabiz, SORACOM may make corresponding changes in this Agreement, and SORACOM is not responsible for the consequences, e.g. there may be additional costs for Subscriber as a result of this, and SORACOM is not obliged to bear the costs if a Subscriber or another party will be required to pay additional costs.

## **ARTICLE III. EXECUTION OF AGREEMENT**

### 3.1 Method of Application

Applicants for the SORACOM Air for Sigfox Global Service (each such applicant, an “**Applicant**”) shall apply for the SORACOM Air for Sigfox 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 for Sigfox 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 for Sigfox Global Service to the Applicant carries an undue risk of damage to the confidence or profit of SORACOM or other Subscriber (defined in Section 3.3);

- (iii) provision of the SORACOM Air for Sigfox 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 19.2) ;
- (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 for Sigfox 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 for Sigfox 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 for Sigfox 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 this Login-ID and the actual login password under the responsibility of the Subscriber, and this Login-ID and the login password may not be used by, given, assigned or licensing to or for the benefit of third parties. In addition, the Subscriber shall

notify SORACOM immediately upon recognizing illegal use of SORACOM account or its risk, or in case of loss or theft of Soracom account information.

(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, Subscriber's household 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 IV. 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 for Sigfox Global Service or the SORACOM System (defined in Section 11.1) under the Agreement. However, only in the case that SORACOM Air for Sigfox Global Service channel is in "Ready" status in the SORACOM System, the Subscriber may assign the right to receive the SORACOM Air for Sigfox Global Service using such channel to third party who holds a SORACOM Account by prescribed operation via the SORACOM Console (defined below). In this case, such third party shall succeed to the status of the Subscriber under this Agreement (including the obligations of the Subscriber) and the Subscriber shall be jointly and severally liable for the obligations of such third party under the Agreement with such third party.

(b) 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 for Sigfox Global Service (limited as specified by SORACOM separately) pursuant to this Agreement. In this case, such successor-at-law shall succeed in the status of the deceased Subscriber under this Agreement (including the obligations of the deceased Subscriber).



**ARTICLE V.  
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 for Sigfox 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 for Sigfox 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 12.1 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.

5.2 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 for Sigfox 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.

5.3 Suspension of Service

(a) SORACOM may suspend provision of the SORACOM Air for Sigfox 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 for Sigfox Global Service according Section 5.3(a), SORACOM will announce such suspension on SORACOM's website and the Subscriber is notified by e-mail in advance except in cases of urgent necessity.

#### 5.4 Discontinuation of Service

If there are unavoidable reasons (including but not limited to technical reasons), SORACOM may discontinue provision of the SORACOM Air for Sigfox Global Service in whole or part. If possible, SORACOM shall provide Subscriber with a reasonable notice of aforementioned.

### **ARTICLE VI. TERMINATION OF THIS AGREEMENT**

#### 6.1 Termination by Subscriber

(a) The Subscriber may terminate this Agreement at any point in time 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. Subscriber shall pay the fees under the Agreement until the expiry of the Agreement. In addition, at the expiry of the Agreement, the Subscriber shall also pay a cash amount corresponding to the Minimum Commitment Fee according to Schedule 1 for the remaining part of the 12 months minimum commitment period for any devices still covered by a 12 months minimum commitment period.

(b) Notwithstanding the preceding paragraph, if the SORACOM Air for Sigfox Global Service becomes unavailable in accordance with Section 5.1(a), 5.1(b), 5.3 or 5.4 for a time period of more than 4 weeks, the Subscriber may terminate this Agreement at any point in time by giving notification to SORACOM according to the method specified by SORACOM separately on the date designated by the Subscriber in such notification. In such case, Subscriber shall pay the fees under the Agreement until the expiry of the Agreement, but Subscriber is not obligated to pay the Minimum Commitment Fee for the devices still covered by a 12 months minimum commitment period at the time of expiry of the Agreement.

(c) SORACOM shall calculate any outstanding balance between SORACOM and the Subscriber at the time of expiry of the Agreement and charge/refund 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 for Sigfox 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 for Sigfox Global Service is discontinued according to Section 5.4, the Agreement is terminated on the date of such discontinuation.

(c) In case of SORACOM's termination, Subscriber shall pay the fees under the Agreement until the expiry of the Agreement.

(d) If SORACOM terminates the Agreement due to matters covered by Section 5.1(a), 5.1(b), 5.4 or 6.2(a)(iii)-(iv) and this is not due to circumstances that Subscriber is responsible for, Subscriber will not be obligated to pay the Minimum Commitment Fee for the devices still covered by a 12 months minimum commitment period at the time of expiry of the Agreement.

(e) If SORACOM terminates the Agreement due to matters covered by Section 5.1(c) or other reasons which Subscriber is responsible for, Subscriber is at the expiry of the Agreement obligated to pay a cash amount corresponding to the Minimum Commitment Fee according to Schedule 1 for the remaining part of the 12 months minimum commitment period for any devices still covered by a 12 months minimum commitment period

(f) SORACOM shall calculate any outstanding balance between SORACOM and the Subscriber at the time of expiry of the Agreement and charge/refund any differential amount.

## **ARTICLE VII. RESPONSIBILITY**

### 7.1 Confidentiality

After the Application, SORACOM and the Subscriber (before execution of the Agreement, the obligations of this Section shall apply to SORACOM and the Applicant) shall keep confidential the other party's technical, management and any other non-public information acquired from the other party, and shall not use such information except for provision or use of the SORACOM Air for Sigfox 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 for Sigfox Global Service, the Subscriber shall not act in any way to lose the confidence of SORACOM.

### 7.3 Notification of Necessary Information

(a) If an event listed in Section 13.5 (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 for Sigfox 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 for Sigfox Global Service under to ARTICLE V;
  - (iv) change, extension or removal of the Telecommunications Facility which may affect the condition of the SORACOM Air for Sigfox Global Service; or
  - (v) dissolution of SORACOM.

### **ARTICLE VIII. 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 for Sigfox 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.

#### 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 for Sigfox 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.

#### 8.6 Creation of Transaction Records, Storage Obligations

(a) In providing the service to the subscriber customer, the Subscriber shall provide information on the purpose of the subscriber service (utility business, energy, tracking, measurement, monitoring, life support, remote treatment, access control, etc.). Information on the functions and technical characteristics (application type, related system, transmission / reception method etc.) of the application created to achieve, and information separately designated by SORACOM shall be recorded. In addition, if Sigfox Corporation or Unabiz Communication Systems Corporation makes a request to SORACOM, the Subscriber shall notify SORACOM to record such record, unless there is a reasonably just reason for the Subscriber to refuse the request and submit it to Sigfox Corporation or Unabiz.

(b) The Subscriber shall continue to appropriately store the records (hereinafter referred to as "transaction records") created pursuant to the preceding paragraph for three years after the SORACOM Air for Sigfox service contract is terminated. In addition, if Sigfox Corporation or Unabiz Communication Systems Corporation makes a request to SORACOM, the Subscriber shall notify SORACOM to record such record, unless there is a reasonably just reason for the Subscriber to refuse the request and submit it to Sigfox Corporation or Unabiz.

### **ARTICLE IX. TERMINAL DEVICE**

#### 9.1 Terminal Equipment

(a) The Subscriber shall use the terminal device in compliance with the technical standards specified by applicable laws and regulations, including e.g. telecommunications business law and radio law, and will use the terminal corresponding to the SORACOM Air for Sigfox service.

(b) SORACOM shall inform the Subscriber of any abnormality in the wireless terminal for service connected to the Subscriber's line and other troubles in the smooth provision of telecommunication services, Etc. can stop using the service wireless terminal.

(c) The SORACOM Air for Sigfox service can only be used for service wireless terminals purchased from us.

### **ARTICLE X. TELECOMMUNICATION**

#### 10.1 Technical specifications etc. of communication

(a) Technical specifications etc. of communication related to SORACOM Air for Sigfox service are as follow. However, they do not guarantee the transmission speed and communication capacity as stated, depending on the communication situation and communication environment, the communication speed and communication capacity may not be reached or there may be cases where connection to the communication cannot be made. In addition, the communication protocol for SORACOM Air for Sigfox service conforms to the contents separately specified by SORACOM.

- (i) Communication capacity: 12 bytes per uplink and 8 bytes per downlink
- (ii) Maximum number of communication times: 140 uplink and 4 downlink / day

(b) Terms of use of supplementary services used with SORACOM Air for Sigfox service are subject to the terms of use of each service specified by SORACOM Air Global Service.

(c) We may collect, analyze, and accumulate information on the relevant communications, if necessary for SORACOM Air for Sigfox service and for restricting communication etc.

#### 10.2 Measurement of number of transmission and reception

(a) With respect to SORACOM Air for Sigfox service, we charge for subscribers according to the location and number of times of transmission and reception of data transmitted between the subscriber line and our company, and measure the number of times with our systems.

(b) Terms of use of supplementary services used with SORACOM Air for Sigfox are subject to the terms of use of each service specified by SORACOM Air Global Service.

### **ARTICLE XI. USE OF SORACOM SYSTEM**

#### 11.1 Providing SORACOM System

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

#### 11.2 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.

#### 11.3 Use Conditions for SORACOM System

(a) The Subscriber shall use the SORACOM System only for use the SORACOM Air for Sigfox 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 XII. PROHIBITED ACTS**

### 12.1 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 for Sigfox Global Services;
- (iii) perform any act prohibited by the telecommunication carrier(s);
- (iv) perform any act (including but not 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 for Sigfox Global Services;
- (v) subject the apparatus or system for the SORACOM Air for Sigfox Global Service to excessive data loads by generating continuous traffic exceeding the limits specified by SORACOM separately;
- (vi) use the SORACOM Air for Sigfox 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) use SORACOM Information for any product or service provided by a third party;
- (xii) use SORACOM Information for any product or service that infringes on SORACOM's intellectual property rights;
- (xiii) file application of intellectual property rights based on the SORACOM Information;
- (xiv) attack the storage server of SORACOM Information by using unauthorized access or a computer virus;

- (xv) reverse engineer, decompile, reverse assemble or otherwise analyze the SORACOM System; or
- (xvi) let a third party perform any of the respective acts of the preceding paragraph (xv).

### **ARTICLE XIII. SERVICE FEE**

#### 13.1 Service Fee

The service fee for use of the SORACOM Air for Sigfox Global Service consists of the basic fee, telecommunication 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**.

#### 13.2 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 for Sigfox Global Service, or does not use the SORACOM Air for Sigfox Global Service according to Section 5.2, 5.3, or 5.1(c), the Subscriber shall bear the obligation to pay the basic fee and additional function fee to SORACOM.

#### 13.3 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.

#### 13.4 Interest for Delay

(a) 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 day when the payment is made, pay a daily interest corresponding to an interest rate of 14.6% per annum (pro-rated on the basis of a 365-day year) of the delayed payment.

#### 13.5 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 ceases to exist; or
- (viii) If any event that significantly impedes the Subscriber's business occurs.

**ARTICLE XIV.  
MAINTENANCE**

14.1 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 equipment or internal networks thereunder, the Subscriber is required to cover SORACOM's expenses related to such error detection.

**ARTICLE XV.  
INTELLECTUAL PROPERTY**

15.1 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 for Sigfox Global Service, the SORACOM System, the SORACOM Information or the accessorial services thereof belong to SORACOM. Nothing in this Agreement or the disclosure of information to the Subscriber by SORACOM in relation to the SORACOM Air for Sigfox 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 XVI. DISCLAIMER OF WARRANTIES**

### 16.1 Disclaimer of Warranties

- (A) The SUBSCRIBER AGREES THAT THE SORACOM AIR FOR SIGFOX 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 FOR SIGFOX 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 XVII. INDEMNIFICATION**

### 17.1 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.

### 17.2 Limitation of Liability

(a) If the SORACOM Air for Sigfox 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 for Sigfox 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 for Sigfox 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 such fee reduction within three months after the date on which the Subscriber becomes aware of such Unavailable Time, Subscriber will be deemed to have waived the right to request such fee 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 in which the day falls when such damage occurs.

(d) Notwithstanding the provisions of the preceding paragraph, if the SORACOM Air for Sigfox 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 for Sigfox 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 for Sigfox 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 XVIII.**

### **PROCESSING OF PERSONAL DATA**

(a) SORACOM collects and processes personal data about the Subscriber, including name, e-mail, IP-address as well as data on data uses and billing data in order to provide SORACOM's service and other purposes such as billing.

(b) By entering into this Agreement with SORACOM, you explicitly consent to SORACOM processing personal data about you, your employees, customers, business partners etc., and that you have secured the right for SORACOM to process these personal data according to your instruction.

(c) The Subscriber can access additional information about the personal data that is processed by SORACOM in the policy on SORACOM's website (the "**Privacy Policy**"), [https://www.soracom.io/en/share/privacy\\_eu/](https://www.soracom.io/en/share/privacy_eu/). The Privacy Policy contains information on the purposes, legal basis for processing, recipients of personal data, data retention period and the rights of the Subscriber and registered persons.

## **ARTICLE XIX. MISCELLANEOUS**

### **19.1 Posting this Agreement**

SORACOM will post the latest General Terms on SORACOM's web site.

### **19.2 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 intimidator 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.

### 19.3 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.

### 19.4 Assignment of the Agreement

SORACOM is entitled to transfer the Agreement to group-related entities.

### 19.5 Dispute Resolution

(a) 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 in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“**SIAC Rules**”) for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration shall be decided by a sole arbitrator mutually appointed by the Parties, however, if the Parties cannot reach mutual agreement on the selection of the arbitrator, the sole arbitrator shall be appointed in accordance with the rules of SIAC. The venue and seat of arbitration will be Singapore. The language of arbitration shall be conducted in English.

### 19.6 Governing law

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

### 19.7 Country-specific provisions for certain jurisdictions

Certain country-specific provisions, which are set out in **Schedule 2**, will apply to Subscribers residing in the stated jurisdictions, i.e. these country-specific provisions will replace or modify the General Terms for Subscribers residing in that specific jurisdiction.

## ARTICLE XXI.

### ADDITIONAL FUNCTION

#### ADDITIONAL FUNCTION

##### 19.8 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 for Sigfox Global Service, the Subscriber may use the SORACOM Beam Service.

(c) Only in the cases expressly stated in Section 17.2 shall SORACOM indemnify the Subscriber for damages regarding the SORACOM Beam Service under Section 17.2. 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.

(d) The Subscriber shall use the SORACOM Beam Service according to the method of use and other service provision conditions posted by SORACOM on the SORACOM web site.

##### 19.9 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 for Sigfox Global Service, the Subscriber may use the SORACOM Funnel Service.

(c) Only in the cases provided in Section 17.2 shall SORACOM indemnify the Subscriber for damages regarding the SORACOM Funnel Service under Section 17.2. 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.

(d) The Subscriber shall use the SORACOM Funnel Service according to the method of use and any other service provision conditions posted by SORACOM on the SORACOM web site.

##### 19.10 SORACOM Harvest Service

(a) The Subscriber may use the SORACOM Harvest Service in combination with the SORACOM Air for Sigfox 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.

19.11 Coupon

(a) The Subscriber may pay the Service Fee by purchasing or receiving the amount of money frames which the Subscriber can use SORACOM Air for Sigfox Global Service (such money frames, the “**Coupon**”) and registering such Coupon on the SORACOM System instead of the payment pursuant to 13.3

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

(c) SORACOM will apply the Coupon on 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.

**Service Fee**

**General Provisions**

**Method of calculating fee etc.**

(a) When specifying a fee based on the amount excluding consumption tax equivalent (hereinafter referred to as "tax exclusion amount") in this price list, SORACOM shall add an amount equivalent to consumption tax to that amount (hereinafter referred to as "Including tax") together. In this case, we will calculate the fee by the tax subtraction.

(Note) The amount of tax included in this price list is based on Article 63 of the Consumption Tax Law (Law No. 108 of 1984, including subsequent amendments), and the amount calculated by tax amount is actually It may differ from the amount you need to pay to.

(b) SORACOM calculates the SORACOM Air for Sigfox service charge every period from 9:00 am Japan time on the first day of each month to 8:59 a.m. on the first day of the following month.

(c) SORACOM calculates the fee charged daily and the service for which the location and number of times of communication is calculated for each period from 9:00 am Japan time on the day to 8:59 am the next day.

(d) If the period during which the Subscriber commences communication or session and the period of communication or session completion are different, SORACOM shall calculate according to the method separately defined by SORACOM.

(e) SORACOM calculates the fee paid by the Subscriber based on the contract on a monthly rate basis.

(f) However, when we deem it necessary, we will calculate the fee at other times.

(g) Notwithstanding the provisions of the preceding paragraphs, SORACOM may calculate the fee at periods different from the above period, if deemed necessary.

**Fractional processing**

(h) If the fraction of less than 0.01 USD arises in the result of calculation in the charge and other calculations, we round up the fraction.

**Payment of fee etc.**

(i) The Subscriber shall pay the fee by the prescribed payment date, except in the case prescribed in paragraph 10 concerning the charge.

(j) The fee will be paid according to the order in which payment due dates will arrive.

**Late payment after charge**

(k) If the aggregate outstanding fee is less than 0.5 USD, SORACOM may choose to postpone invoicing until such later time when the aggregate outstanding fee is 0.5 USD.

In addition, if the Subscriber deregisters most or all of the devices etc. and the total monthly fee is less than 0.5 USD, SORACOM may round up the invoiced fee to 0.5 USD.

## **Pricing**

Soracom provides a complete pay-as-you-go model for your Sigfox devices.

The charges are calculated daily based on:

- the location of the first message of the day
- How many Uplink messages were sent
- How many Downlink messages were sent

There are four levels of communication depending on the number of used Uplinks and Downlinks each day, these are reset every day so that your device can use another level (and will be charged according to the other price level) the next day:

- 2 Uplink and 0 Downlink per day
- 50 Uplink and 1 Downlink per day
- 100 Uplink and 2 Downlink per day
- 140 Uplink and 4 Downlink per day

(You can send up to 12 Bytes per Uplink and up to 8 Bytes per Downlink)

The fees for each level and each country are set out in the tables below. The stated fee is charged for each day and for each device that has been activated, and until the device in question is deregistered. The device will be charged according to the fee of the country where the device was active when it sent its first message of the day.

The minimum commitment is 12 months per device and is activated when your device sends its first message. Thus, there is a minimum commitment to pay 12 months' fee for each activated device, i.e. payment of the Minimum Commitment Fee cf. below.

The charges include the below-mentioned Soracom platform services. All fees are stated exclusive of applicable VAT.

If the device is still active after the 12 months minimum commitment period, it will remain active until deregistered, and the agreement period for the device will be automatically renewed on a daily



basis as the contract term (i.e. no new 12 months minimum commitment for the same unique device).

Should you wish to deregister or transfer a device before the end of the 12 months minimum commitment period, you will be charged a one-time fee calculated as the sum of the daily fees at the lowest level ("*2 Uplink and 0 Downlink per day*") (in the country where the device was last active) in the remaining number of days of the 12 months minimum commitment period for that device (the "**Minimum Commitment Fee**"); e.g. if the device was last active in Argentina, you would be charged a Minimum Commitment Fee of USD 0.0075 multiplied with the remaining number of days of the 12 months minimum commitment period for the device. After the end of the 12 months minimum commitment period, you may deregister or transfer a device free of charge at any time.

Each of the below currencies will be converted to USD on the invoice day.

At the end of each month, Volume discounts are automatically applied depending on how many devices were active during that period.

### First 499 devices

Fee according to use (fee is per day for each device that has been activated):

		2 Uplink 0 Downlink		50 Uplink 1 Downlink		100 Uplink 2 Downlink		140 Uplink 4 Downlink	
		Year 1	Year 2+	Year 1	Year 2+	Year 1	Year 2+	Year 1	Year 2+
Argentina	USD	0,0075	0,0043	0,0123	0,0070	0,0246	0,0141	0,0345	0,0197
Australia	AUD	0,0132	0,0096	0,0387	0,0282	0,0581	0,0422	0,0774	0,0563
Belgium	EUR	0,0237	0,0135	0,0365	0,0208	0,0401	0,0229	0,0511	0,0292
Brazil	USD	0,0046	0,0027	0,0123	0,0070	0,0246	0,0141	0,0345	0,0197
Colombia	USD	0,0046	0,0027	0,0123	0,0070	0,0246	0,0141	0,0345	0,0197
Costa Rica	USD	0,0046	0,0027	0,0123	0,0070	0,0246	0,0141	0,0345	0,0197
Czech Republic	CZK	0,4047	0,2313	0,6111	0,3492	0,7441	0,4252	0,9511	0,5435
Denmark	DKK	0,1825	0,1043	0,2218	0,1267	0,2587	0,1478	0,2957	0,1690
Estonia	EUR	0,0155	0,0089	0,0197	0,0113	0,0237	0,0135	0,0276	0,0158
Finland	EUR	0,0194	0,0111	0,0246	0,0141	0,0296	0,0169	0,0345	0,0197
France	EUR	0,0107	0,0061	0,0222	0,0127	0,0271	0,0155	0,0345	0,0197
French Guiana	EUR	0,0134	0,0077	0,0277	0,0159	0,0339	0,0194	0,0431	0,0246

French Polynesia	XPF	1,2813	0,7321	2,6463	1,5122	3,2327	1,8473	4,1148	2,3513
Germany	EUR	0,0107	0,0061	0,0222	0,0127	0,0271	0,0155	0,0345	0,0197
Guadeloupe	EUR	0,0134	0,0077	0,0277	0,0159	0,0339	0,0194	0,0431	0,0246
Iran	IRR	603,5851	344,9058	858,1862	490,3921	1073,2194	613,2682	1355,1657	774,3819
Ireland	EUR	0,0148	0,0084	0,0333	0,0190	0,0407	0,0232	0,0517	0,0296
Italy	EUR	0,0237	0,0135	0,0365	0,0208	0,0401	0,0229	0,0511	0,0292
Japan	JPY	2,9171	1,6669	3,1046	1,7740	3,2524	1,8585	3,4002	1,9430
Luxembourg	EUR	0,0107	0,0061	0,0222	0,0127	0,0271	0,0155	0,0345	0,0197
Malta	EUR	0,0146	0,0083	0,0222	0,0127	0,0271	0,0155	0,0345	0,0197
Martinique	EUR	0,0134	0,0077	0,0277	0,0159	0,0339	0,0194	0,0431	0,0246
Mauritius	EUR	0,0237	0,0135	0,0365	0,0208	0,0401	0,0229	0,0511	0,0292
Mayotte	EUR	0,0237	0,0135	0,0365	0,0208	0,0401	0,0229	0,0511	0,0292
Mexico	USD	0,0046	0,0027	0,0123	0,0070	0,0246	0,0141	0,0345	0,0197
Netherlands	EUR	0,0084	0,0061	0,0174	0,0127	0,0213	0,0155	0,0271	0,0197
New Caledonia	XPF	3,1899	2,0416	2,2193	1,4203	10,3221	6,6061	4,3226	2,7665
New Zealand	NZD	0,0132	0,0096	0,0387	0,0282	0,0581	0,0422	0,0774	0,0563
Oman	OMR	0,0044	0,0025	0,0049	0,0028	0,0059	0,0034	0,0074	0,0042
Portugal	EUR	0,0237	0,0135	0,0365	0,0208	0,0401	0,0229	0,0511	0,0292
Reunion Island	EUR	0,0237	0,0135	0,0365	0,0208	0,0401	0,0229	0,0511	0,0292
Singapore	SGD	0,0143	0,0104	0,0298	0,0217	0,0364	0,0265	0,0465	0,0338
Slovakia	EUR	0,0146	0,0084	0,0222	0,0127	0,0271	0,0155	0,0345	0,0197
South Africa	ZAR	0,1776	0,1015	0,3548	0,2027	0,4337	0,2478	0,5519	0,3154
Spain	EUR	0,0107	0,0061	0,0222	0,0127	0,0271	0,0155	0,0345	0,0197
Sweden	EUR	0,0243	0,0139	0,0296	0,0169	0,0345	0,0197	0,0394	0,0225
Taiwan	TWD	0,3407	0,2478	0,6969	0,5069	0,8828	0,6420	1,0222	0,7434
UK_Arqiva	EUR	0,0237	0,0135	0,0365	0,0208	0,0401	0,0229	0,0511	0,0292
UK_WND_UK	GBP	0,0065	0,0047	0,0134	0,0097	0,0164	0,0119	0,0208	0,0151
USA	USD	0,0197	0,0113	0,0434	0,0248	0,0542	0,0310	0,0650	0,0372

## Volume discounts

### From 500 to 999 devices

Fee according to use (fee is per day for each device that has been activated):

		2 Uplink 0 Downlink		50 Uplink 1 Downlink		100 Uplink 2 Downlink		140 Uplink 4 Downlink	
		Year 1	Year 2+	Year 1	Year 2+	Year 1	Year 2+	Year 1	Year 2+
Argentina	USD	0,0042	0,0024	0,0111	0,0063	0,0222	0,0127	0,0310	0,0177
Australia	AUD	0,0120	0,0087	0,0362	0,0263	0,0552	0,0401	0,0743	0,0541
Belgium	EUR	0,0177	0,0101	0,0292	0,0167	0,0328	0,0188	0,0438	0,0250
Brazil	USD	0,0042	0,0024	0,0111	0,0063	0,0222	0,0127	0,0310	0,0177
Colombia	USD	0,0042	0,0024	0,0111	0,0063	0,0222	0,0127	0,0310	0,0177
Costa Rica	USD	0,0042	0,0024	0,0111	0,0063	0,0222	0,0127	0,0310	0,0177
Czech Republic	CZK	0,3758	0,2148	0,5667	0,3238	0,7096	0,4055	0,9215	0,5266
Denmark	DKK	0,1645	0,0940	0,2033	0,1162	0,2402	0,1373	0,2772	0,1584
Estonia	EUR	0,0136	0,0078	0,0177	0,0101	0,0217	0,0124	0,0268	0,0153
Finland	EUR	0,0170	0,0097	0,0222	0,0127	0,0271	0,0155	0,0335	0,0191
France	EUR	0,0098	0,0056	0,0205	0,0117	0,0257	0,0147	0,0335	0,0191
French Guiana	EUR	0,0122	0,0070	0,0257	0,0147	0,0322	0,0184	0,0418	0,0239
French Polynesia	XPF	1,1630	0,6646	2,4541	1,4023	3,0701	1,7543	3,9916	2,2809
Germany	EUR	0,0098	0,0056	0,0205	0,0117	0,0257	0,0147	0,0335	0,0191
Guadeloupe	EUR	0,0122	0,0070	0,0257	0,0147	0,0322	0,0184	0,0418	0,0239
Iran	IRR	594,6764	339,8151	845,2603	483,0059	1057,0510	604,0291	1334,7495	762,7155
Ireland	EUR	0,0133	0,0076	0,0308	0,0176	0,0386	0,0220	0,0502	0,0287
Italy	EUR	0,0177	0,0101	0,0292	0,0167	0,0328	0,0188	0,0438	0,0250
Japan	JPY	2,6286	1,5021	2,8089	1,6051	2,9567	1,6896	3,1046	1,7740
Luxembourg	EUR	0,0098	0,0056	0,0205	0,0117	0,0257	0,0147	0,0335	0,0191
Malta	EUR	0,0124	0,0071	0,0189	0,0108	0,0244	0,0139	0,0319	0,0182
Martinique	EUR	0,0122	0,0070	0,0257	0,0147	0,0322	0,0184	0,0418	0,0239
Mauritius	EUR	0,0177	0,0101	0,0292	0,0167	0,0328	0,0188	0,0438	0,0250

Mayotte	EUR	0,0177	0,0101	0,0292	0,0167	0,0328	0,0188	0,0438	0,0250
Mexico	USD	0,0042	0,0024	0,0111	0,0063	0,0222	0,0127	0,0310	0,0177
Netherlands	EUR	0,0077	0,0056	0,0161	0,0117	0,0202	0,0147	0,0263	0,0191
New Caledonia	XPF	2,9039	1,8585	2,1720	1,3901	9,9358	6,3589	5,1811	3,3159
New Zealand	NZD	0,0120	0,0087	0,0362	0,0263	0,0552	0,0401	0,0743	0,0541
Oman	OMR	0,0042	0,0024	0,0047	0,0027	0,0048	0,0028	0,0054	0,0031
Portugal	EUR	0,0177	0,0101	0,0292	0,0167	0,0328	0,0188	0,0438	0,0250
Reunion Island	EUR	0,0177	0,0101	0,0292	0,0167	0,0328	0,0188	0,0438	0,0250
Singapore	SGD	0,0132	0,0096	0,0275	0,0200	0,0345	0,0251	0,0449	0,0327
Slovakia	EUR	0,0137	0,0078	0,0207	0,0118	0,0256	0,0146	0,0335	0,0191
South Africa	ZAR	0,1610	0,0920	0,3287	0,1879	0,4114	0,2351	0,5357	0,3061
Spain	EUR	0,0098	0,0056	0,0205	0,0117	0,0257	0,0147	0,0335	0,0191
Sweden	EUR	0,0219	0,0125	0,0271	0,0155	0,0320	0,0183	0,0370	0,0211
Taiwan	TWD	0,2943	0,2140	0,6040	0,4393	0,7899	0,5745	1,0067	0,7321
UK_Arqiva	EUR	0,0177	0,0101	0,0292	0,0167	0,0328	0,0188	0,0438	0,0250
UK_WND_UK	GBP	0,0059	0,0043	0,0124	0,0090	0,0155	0,0113	0,0203	0,0147
USA	USD	0,0179	0,0102	0,0407	0,0232	0,0514	0,0294	0,0631	0,0361

**1000 devices or more**

Fee according to use (fee is per day for each device that has been activated):

		2 Uplink 0 Downlink		50 Uplink 1 Downlink		100 Uplink 2 Downlink		140 Uplink 4 Downlink	
		Year 1	Year 2+	Year 1	Year 2+	Year 1	Year 2+	Year 1	Year 2+
Argentina	USD	0,0038	0,0022	0,0100	0,0057	0,0200	0,0114	0,0279	0,0160
Australia	AUD	0,0109	0,0079	0,0338	0,0246	0,0524	0,0381	0,0714	0,0519
Belgium	EUR	0,0135	0,0077	0,0233	0,0133	0,0266	0,0152	0,0365	0,0208
Brazil	USD	0,0038	0,0022	0,0100	0,0057	0,0200	0,0114	0,0279	0,0160
Colombia	USD	0,0038	0,0022	0,0100	0,0057	0,0200	0,0114	0,0279	0,0160
Costa Rica	USD	0,0038	0,0022	0,0100	0,0057	0,0200	0,0114	0,0279	0,0160
Czech Republic	CZK	0,3278	0,1873	0,4829	0,2760	0,6357	0,3633	0,8673	0,4956

Denmark	DKK	0,1465	0,0837	0,1848	0,1056	0,2218	0,1267	0,2587	0,1478
Estonia	EUR	0,0117	0,0067	0,0158	0,0090	0,0197	0,0113	0,0256	0,0146
Finland	EUR	0,0146	0,0083	0,0197	0,0113	0,0246	0,0141	0,0320	0,0183
France	EUR	0,0079	0,0045	0,0175	0,0100	0,0231	0,0132	0,0315	0,0180
French Guiana	EUR	0,0099	0,0056	0,0219	0,0125	0,0288	0,0165	0,0394	0,0225
French Polynesia	XPF	0,9412	0,5378	2,0944	1,1968	2,7498	1,5713	3,7550	2,1457
Germany	EUR	0,0079	0,0045	0,0175	0,0100	0,0231	0,0132	0,0315	0,0180
Guadeloupe	EUR	0,0099	0,0056	0,0219	0,0125	0,0288	0,0165	0,0394	0,0225
Iran	IRR	581,4120	332,2354	826,0022	472,0012	1032,9684	590,2677	1304,3396	745,3383
Ireland	EUR	0,0105	0,0060	0,0263	0,0150	0,0346	0,0198	0,0473	0,0270
Italy	EUR	0,0135	0,0077	0,0233	0,0133	0,0266	0,0152	0,0365	0,0208
Japan	JPY	2,3401	1,3372	2,5132	1,4361	2,6611	1,5206	2,8089	1,6051
Luxembourg	EUR	0,0079	0,0045	0,0175	0,0100	0,0231	0,0132	0,0315	0,0180
Malta	EUR	0,0106	0,0061	0,0160	0,0092	0,0220	0,0126	0,0295	0,0169
Martinique	EUR	0,0099	0,0056	0,0219	0,0125	0,0288	0,0165	0,0394	0,0225
Mauritius	EUR	0,0135	0,0077	0,0233	0,0133	0,0266	0,0152	0,0365	0,0208
Mayotte	EUR	0,0135	0,0077	0,0233	0,0133	0,0266	0,0152	0,0365	0,0208
Mexico	USD	0,0038	0,0022	0,0100	0,0057	0,0200	0,0114	0,0279	0,0160
Netherlands	EUR	0,0062	0,0045	0,0138	0,0100	0,0181	0,0132	0,0247	0,0180
New Caledonia	XPF	2,3539	1,5065	2,0862	1,3352	3,2350	2,0704	4,3140	2,7610
New Zealand	NZD	0,0109	0,0079	0,0338	0,0246	0,0524	0,0381	0,0714	0,0519
Oman	OMR	0,0039	0,0022	0,0045	0,0026	0,0046	0,0026	0,0047	0,0027
Portugal	EUR	0,0135	0,0077	0,0233	0,0133	0,0266	0,0152	0,0365	0,0208
Reunion Island	EUR	0,0135	0,0077	0,0233	0,0133	0,0266	0,0152	0,0365	0,0208
Singapore	SGD	0,0105	0,0076	0,0236	0,0172	0,0310	0,0225	0,0426	0,0310
Slovakia	EUR	0,0117	0,0067	0,0177	0,0101	0,0232	0,0132	0,0315	0,0180
South Africa	ZAR	0,1301	0,0743	0,2804	0,1602	0,3692	0,2110	0,5040	0,2880
Spain	EUR	0,0079	0,0045	0,0175	0,0100	0,0231	0,0132	0,0315	0,0180
Sweden	EUR	0,0195	0,0112	0,0246	0,0141	0,0296	0,0169	0,0345	0,0197

Taiwan	TWD	0,2478	0,1802	0,5576	0,4055	0,6969	0,5069	0,9680	0,7040
UK_Arqiva	EUR	0,0135	0,0077	0,0233	0,0133	0,0266	0,0152	0,0365	0,0208
UK_WND_UK	GBP	0,0048	0,0035	0,0106	0,0077	0,0139	0,0101	0,0190	0,0139
USA	USD	0,0144	0,0083	0,0356	0,0203	0,0462	0,0264	0,0594	0,0339

## Platform Services

Inclusive in daily pricing, Soracom Air for Sigfox gives you access to the following Platform services:

- Device management APIs, CLI and console
- Per-device Uplink API, CLI and console
- Advanced Binary decoding
- Funnel cloud connector
- Beam data service
- Harvest Storage and data visualisation service

## **Schedule 2**

### Country-specific provisions for certain jurisdictions

For the jurisdictions specified below, the following terms replace or modify the referenced General Terms. All terms of the General Terms which are not changed by these amendments remain unchanged and in effect.

#### **Denmark**

1) *The following section is added as a new section 1.2(b) (under the headline Change of General Terms):*

(b) If the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession) residing in Denmark, SORACOM may only increase its fees on the basis of Section 1.2(a), if such increases are the result of increased costs for SORACOM in relation to providing the Air for Sigfox Global Service, including any reasonable mark-up in relation hereto.

2) *The following section is added as a new section 3.6 to Article III (Execution of Agreement):*

#### **3.6 Right of Cancellation**

(a) If the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), the Subscriber may cancel an order for 14 days following receipt of order confirmation from SORACOM. The right of cancellation is invoked by sending an e-mail with "Cancellation" stated in the subject line to SORACOM within the period of 14 days. If the Subscriber intends to make use of the right of cancellation under this section, the Subscriber is also free to use the template in **Schedule 3**.

(b) Notwithstanding section 3.6(a), the Subscriber is obligated to pay the fees, including – but not limited to – user fees and subscription fees, for the days the subscription has been operating and active, if the Subscriber has requested and is granted access to the Air for Sigfox Global Services or other services of SORACOM during the 14 days period under section 3.6 (a) above.

3) *The following section is added as a new section 13.4(b) (Interest for Delay):*

(b) Section 13.4(a) does not apply, if the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession) residing in Denmark. In such case, interest for delayed payment will be calculated in accordance with the Danish Interest Act.

4) *The following section is added as a new section 16.1(B) to Article XVI (Disclaimer of Warranties). The provisions of this section 16.1(B) prevails over those of section 16.1(A):*

(b) Section 16.1(A) does not apply to Subscribers that are consumers (i.e. a natural person acting for purposes outside of his/her trade or profession), as the mandatory rules of breach of contract found in the Danish Sale of Goods Act apply.

5) *The following sections are added as new sections 19.4(b) and 19.4(c) to 19.4 (Dispute Resolution). The provisions of these sections 19.4(b) and 19.4(c) prevail over those of section 19.4(a):*



(b) Section 19.4(a) does not apply, if the Subscriber is a consumer (i.e. a natural person acting for the purpose outside of his/her trade or profession), as the consumer may choose to file a complaint with SORACOM via e-mail with "COMPLAINT" stated in the subject line, if a dispute between the consumer and SORACOM arises out of the Agreement. SORACOM will as a general rule make a decision within 3 months from the date the complaint was filed.

Further, a consumer Subscriber residing in Denmark may bring disputes before the ordinary Danish courts.

(c) Notwithstanding section 19.4(b), a Subscriber, who is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), may also choose to file a complaint with the Danish Consumer Complaints Board, Carl Jacobsens Vej 35, 2500 Valby, Denmark ([www.forbrug.dk](http://www.forbrug.dk)), or the EU online dispute resolution platform on <http://ec.europa.eu/consumers/odr>, if a dispute between the consumer and SORACOM arises out of the Agreement and the conditions for complaining to the dispute resolution institutions are met.

6) *The following section is added as a new section 19.5(b) under 19.5 (Governing law):*

(b) The General Terms do not intend to change or limit the Subscriber's mandatory rights under Danish law. Thus, the General Terms are subject to mandatory Danish law which will apply in any case.

7) *The following schedule is added as a new Schedule 3:*

### **Schedule 3**

**Model withdrawal form for Subscribers that are consumers (i.e. a natural person acting for purposes outside of his/her trade or profession)**

(Only complete and return this form if you wish to withdraw from the contract)

To SORACOM INTERNATIONAL, PTE. LTD., 80 Robinson Road #10-01A Singapore 068898, Business registration number: 201612513N  
I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of provision of the following service,

Ordered on (\*)/received on (\*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(\*) Delete as appropriate.

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