

## TABLE OF CONTENTS

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

	<u>Page No.</u>
ARTICLE I. GENERAL PROVISIONS.....	4
1.1 Application of General Terms and Conditions.....	4
1.2 Change of General Terms.....	4
1.3 Definitions.....	4
ARTICLE II. SERVICE.....	5
2.1 Service Content.....	5
2.2 Service Area.....	5
ARTICLE III. EXECUTION OF AGREEMENT.....	5
3.1 Method of Application.....	5
3.2 Acceptance of Application.....	5
3.3 Effectuation of Agreement.....	6
3.4 Cancellation.....	6
3.4 Subscriber ID.....	6
3.5 Account.....	6
ARTICLE IV. CHANGE OF SUBSCRIBER'S NAME.....	7
4.1 Notification of Change of Subscriber's Name.....	7
4.2 Assignment or Transfer of Agreement.....	7
ARTICLE V. USE RESTRICTION.....	7
5.1 Use Restriction.....	7
5.2 Suspension of Service.....	8
5.3 Discontinuation of Service.....	8
ARTICLE VI. TERMINATION OF THIS AGREEMENT.....	9
6.1 Termination by Subscriber.....	9
6.2 Termination by SORACOM.....	9
ARTICLE VII. RESPONSIBILITY.....	9
7.1 Confidentiality.....	9
7.3 Notification of Necessary Information.....	10
ARTICLE VIII. TELECOMMUNICATION.....	10
8.1 Conditions of Telecommunication.....	10

ARTICLE IX. USE OF SORACOM SYSTEM .....	11
9.1 Providing SORACOM System .....	11
9.2 Connecting to SORACOM Site .....	11
9.3 Use Conditions for SORACOM System .....	11
9.4 Quality and service .....	11
ARTICLE X. PROHIBITED ACTS .....	11
10.1 Prohibited Acts.....	11
ARTICLE XI. SERVICE FEE .....	12
11.1 Service Fee.....	12
11.2 Payment Obligation .....	12
11.3. Invoices.....	13
11.3 Method of Payment.....	13
11.4 Interest for Delay .....	13
11.5 Acceleration .....	13
11.6 Balance Control .....	14
ARTICLE XII. MAINTENANCE .....	14
12.1 Repair or Recovery .....	14
ARTICLE XIII. INTELLECTUAL PROPERTY .....	14
13.1 Intellectual Property.....	14
ARTICLE XIV. INDEMNIFICATION .....	14
14.2 Limitation of Liability.....	14
ARTICLE XV. PROCESSING OF PERSONAL DATA .....	15
ARTICLE XVI. MISCELLANEOUS.....	15
16.1 Posting this Agreement.....	15
16.4 Severability .....	16
16.5 Dispute Resolution.....	16
16.6 Governing law.....	16

**Schedules**

Schedule 1      Service Fee

## General Terms and Conditions for SORACOM Logging 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 Logging Service by Consumers. SORACOM DK ApS, CVR-nummer 37757268, Automatikvej 1, 3., 2860 Søborg (“**SORACOM**”) will provide the SORACOM Logging Service to you according to the SORACOM Logging Service agreement concluded under the General Terms (such agreement, the “**Agreement**”).

#### 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. However, the Subscriber will receive an individual e-mail 30 days prior to any significant changes to the General Terms. The Subscriber may terminate the Agreement with 14 days notice during the notice period. If the Subscriber uses the SORACOM Logging 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.

“**Consumer**” shall mean as a natural person who, in services covered by this Agreement, is acting for purposes which are outside his trade, business or profession.

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

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

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

“**AWS**” shall mean Cloud computing service "Amazon Web service" provided by Amazon Web Services, Inc. ("AWS company").

“**AWS Customer Agreement**” shall mean defining conditions for access and use of AWS prescribed by AWS Company.

“**Harvest System**” shall mean the system that stores write data transmitted from a Subscriber and reads out in response to a request of a Subscriber.

## ARTICLE II. SERVICE

### 2.1 Service Content

SORACOM Logging Service contains the following services.

Service Name	Content
Harvest Service	Cloudbased Logging Service

### 2.2 Service Area

SORACOM shall provide the SORACOM Private Network Service within the area designated on the EU (Frankfurt) region of AWS, provided, that the Service Area may be different if stated otherwise as specified by SORACOM separately.

## ARTICLE III. EXECUTION OF AGREEMENT

### 3.1 Method of Application

Applicants for the SORACOM Logging service (each such applicant, an “**Applicant**”) shall apply for the SORACOM Logging 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 Logging 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 Logging 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 Logging 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;
- (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 Logging 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 Cancellation

- (a) If the Subscriber is a private customer (consumer), the Subscriber may cancel an order for 14 days after receipt of order confirmation. This does not apply if the order is placed by attendance at SORACOM’s office or from dealers of SORACOM's services.
- (b) If the Subscriber at the time when the order is made has expressly requested the delivery of the service / supplementary service during the withdrawal period, and the Subscriber has been informed in this regard of the withdrawal right and the prices charged for the subscription, the Subscriber shall be obligated to pay up fees, user fees and subscription fees for the days when the subscription has been operating, whether the Subscriber subsequently undo the agreement.

### 3.5 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 Logging 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.

### 3.6 Account

- (a) The Subscriber shall make an account that has an effective e-mail address to use the SORACOM Logging 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 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, the Subscriber's household or a, 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 (, 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 or e-mail address submitted by the Subscriber, such notice shall 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 Logging Service or the SORACOM System (defined in Section 9.1) under the Agreement. However, only in the case that SORACOM Logging Service channel is in "before use" status in the SORACOM System, the Subscriber may assign the right to receive the SORACOM Logging 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.

#### **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 Logging 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 Logging 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 11.1 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

## 5.2 Suspension of Service

(a) SORACOM may suspend provision of the SORACOM Logging 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 Logging Service according Section 5.2(a), SORACOM will announce such suspension on SORACOM's website and the Subscriber shall be notified by e-mail about such suspension in advance except in cases of urgent necessity.

## 5.3 Discontinuation of Service

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

(b) If SORACOM discontinues the provision of the SORACOM Private Network Service, SORACOM shall calculate any outstanding balance between SORACOM and the Subscriber at the time of discontinuation and refund or charge any differential amount.

## ARTICLE VI. 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 Logging Service becomes unavailable in accordance with Section 5.1 or 5.2, 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 refund or 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 1 months notice of such termination.

- (i) SORACOM has suspended or restricted use of the SORACOM Logging 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 Logging Service is discontinued according to Section 5.3, 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 refund or charge any differential amount.

## ARTICLE VII. 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 Logging 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.

### 7.3 Notification of Necessary Information

(a) If an event listed in Section 11.5 (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 Logging Service. In this case, Section 3.2 shall apply *with the necessary amendments*.

(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 Logging Service under to ARTICLE V;

(iv) change, extension or removal of the Telecommunications Facility which may affect the condition of the SORACOM Logging Service; or

(v) dissolution of SORACOM.

## **ARTICLE VIII. TELECOMMUNICATION**

### 8.1 Conditions of Telecommunication

(a) The conditions of telecommunication related to Logging Service are based on this contract, as well as the terms and conditions of the access line as the partner of communication and the AWS customer agreement.

(b) SORACOM shall provide SORACOM Harvest only in the section from SORACOM Air Global to the Harvest System. Telecommunication between the Harvest System and Subscriber shall be in accordance with the terms of the contract concerning the partner access line and AWS customer agreement.

(c) The number and frequency of data that can be sent to the Harvest System, the retention period of data that can be stored in the Harvest System, and the number and frequency of data that can be retrieved from the Harvest System have an upper limit specified separately by SORACOM.

(d) SORACOM may disconnect telecommunication when maintenance of telecommunications facilities.

(e) Telecommunication between Subscriber and Harvest System is performed according to the method defined by SORACOM.

## ARTICLE IX. USE OF SORACOM SYSTEM

### 9.1 Providing SORACOM System

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

### 9.2 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.

### 9.3 Use Conditions for SORACOM System

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

(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.

### 9.4 Quality and service

(a) Information about quality and service, including delivery times and repair and recovery times, can be obtained by contacting SORACOM.

## ARTICLE X. PROHIBITED ACTS

### 10.1 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 CE Marking (CE Mark) for Radio Telecommunications Equipment;
- (ii) use a terminal device not supported by SORACOM Logging Services;
- (iii) 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 Logging Services;

- (iv) subject the apparatus or system for the SORACOM Logging Service to excessive data loads by generating continuous traffic exceeding the limits specified by SORACOM separately;
- (v) use the SORACOM Logging Service for criminal offenses;
- (vi) assign, transfer, sublet or provide as collateral, or otherwise dispose of all or part of SORACOM Information;
- (vii) reproduce all or part of SORACOM Information for the commercial use of a third party
- (viii) let a third party (excluding Subscriber's household) use SORACOM System and SORACOM Information;
- (ix) modify or tamper with SORACOM Information;
- (x) use SORACOM Information for any product or service provided by a third party;
- (xi) use SORACOM Information for any product or service that infringes on SORACOM's intellectual property rights;
- (xii) file application of intellectual property rights based on the SORACOM Information;
- (xiii) attack the storage server of SORACOM Information by using unauthorized access or a computer virus;
- (xiv) reverse engineer, decompile, reverse assemble or otherwise analyze the SORACOM System; or
- (xv) let a third party perform any of the respective acts of the preceding paragraph (xiv).

## **ARTICLE XI. SERVICE FEE**

### 11.1 Service Fee

The service fee for use of the SORACOM Logging 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.

### 11.2 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 Logging Service, or does not use the SORACOM Logging Service according to Section 5.2, or 5.1(c), the Subscriber shall bear the obligation to pay the basic fee (including universal service fee) and additional function fee to SORACOM.

11.3. Invoices

(a) By concluding this Agreement with SORACOM the Subscriber accepts that invoices will be made electronically available by SORACOM on SORACOM's web portal. SORACOM shall notify the Subscriber by e-mail when invoices are uploaded.

(b) The Subscriber may request paper invoices. If the Subscriber request paper invoices, SORACOM may charge a fee for the provision of a paper invoice to the Subscriber's domicile or residence.

11.3 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.

11.4 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 8 % per annum (prorated on the basis of a 365-day year).

11.5 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;

#### 11.6 Balance Control

(a) The Subscriber may sign up for a balance control whereby SORACOM Private Network Service shall be disconnected from further usage immediately upon it being established that the usage has exceeded a sum, agreed in advance between SORACOM and the Subscriber.

#### 11.7. Barring

(a) The Subscriber can key in the provided barring code to prevent use of SORACOM Private Network Service, and whereby the Subscriber, by keying the code, is able to establish as well as cancel the barring with immediate effect.

### **ARTICLE XII. MAINTENANCE**

#### 12.1 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 under, the Subscriber is required to cover SORACOM's expenses related to such error detection.

### **ARTICLE XIII. INTELLECTUAL PROPERTY**

#### 13.1 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 Logging Service, the SORACOM System, the SORACOM Information or the accessory services thereof belong to SORACOM. Nothing in this Agreement or the disclosure of information to the Subscriber by SORACOM in relation to the SORACOM Logging Service, the SORACOM System or the accessory 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 XIV. INDEMNIFICATION**

#### 14.2 Limitation of Liability

(a) SORACOM is liable under Danish Law concerning compensation for losses caused by acts or omissions caused by SORACOM or by someone who SORACOM is responsible for with the restrictions listed below.

(b) If the SORACOM Logging 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.

(c) If the SORACOM Logging 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 Logging 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.

(d) 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.

(e) Notwithstanding the provisions of the preceding paragraph, if the SORACOM Logging 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.

(f) SORACOM shall not bear any responsibility for lost profits arising out of the use of the SORACOM Logging 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 Logging Service, or any complaints from the Subscriber’s household or any other third party. The Subscriber shall not in any circumstance claim such lost profits or costs against SORACOM.

(g) 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 XV. PROCESSING OF PERSONAL DATA**

(a) SORACOM’s collects and processes personal data about the Subscriber, including name, e-mail, IP-adress as well data on data uses and billing data in order to provide SORACOM’s service 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 web site.

## **ARTICLE XVI. MISCELLANEOUS**

### **16.1 Posting this Agreement**

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

#### 16.4 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.

#### 16.5 Dispute Resolution

(a) Any dispute which may arise from this contract, including disputes relating to the existence or validity of the contract, must be brought before the Danish Institute of Arbitration and decided through simplified arbitration according to the rules laid down by the Danish Institute of Arbitration in force at the time of the commencement of arbitration. The language of arbitration shall be conducted in English.

(b) In case of dispute between the Subscriber and SORACOM on matters arising out of the Agreement, the Subscriber can complain to SORACOM. SORACOM shall as a general rule make a decision in the case within 3 months after the complaint was lodged.

(c) If you are not satisfied with the decision made by SORACOM, and if your complaint concerns subscription to telecommunication services such as invoices or SORACOM's terms, then you can complain to:

The Telecommunications Complaint Board ("Teleankenævnet")  
Axeltorv 6, 3th  
1609 Kbh. V  
Telefon: 33 18 69 00  
[www.teleanke.dk](http://www.teleanke.dk)

The Telecommunications Complaint Board has the competence to process complaints regarding telecommunications, which includes landlines, mobile and internet services.

(d) If you are a citizen of another EU Member State than Denmark, you can complain via the European Commission's online complaint portal on the page:  
<http://ec.europa.eu/consumers/odr/>. By filing the complaint, enter our email address: eu-legal@soracom.io

#### 16.6 Governing law

The General Terms and the Agreement shall be governed by and interpreted in accordance with the laws of Denmark.

Service Fee

General Provisions

- (a) SORACOM will calculate the Service Fee for each period from 0:00 (UTC) on the first day of every month to 23:59 (UTC) on the last day of the every month.
- (b) SORACOM will calculate the Service Fee charged per day for the period from 0:00 am (UTC) each day to 23:59 (UTC) on the following day.
- (c) If the period when the Subscriber starts a telecommunication or session is different from the period when the Subscriber finishes such telecommunication or session, SORACOM may calculate the fee to be charged by a method specified by SORACOM separately.
- (d) Notwithstanding the provisions of the preceding paragraph, if SORACOM determines it necessary in its sole discretion, SORACOM may calculate the Service Fee based on a different period.
- (e) SORACOM will round up fractions less than 0.01USD resulting from the Service Fee calculation.
- (f) If the monthly Service Fee is less than 0.5USD or there are unavoidable reasons which impact on the conduct of SORACOM’s business, SORACOM may require the Subscriber to pay an amount as the Service Fee that equals the sum of more than two months total of Service Fees on or before the day designated by SORACOM. If the monthly Service Fee is less than 0.5USD, SORACOM may round up fractions less than 0.5USD.

1. Basic Fee

(1) Fee

per one Agreement

Service Name	Basic Fee per day
Harvest Service	Free

In writing data, it is necessary to activate the Harvest Option service on SORACOM Air Global, and the usage conditions and usage fee will be described in each service contract.

2. Additional Function Fee

(1) Write Function

SORACOM will apply the following fee for the number of the data transmissions measured pursuant to Section 8.1 and the Subscriber performs data request.

per one request

	Write Function Fee per each request
Write function	0.00004USD

(2) Read Function

per one request

	Read Function Fee per each request
Read function	Free

3. Procedure Fee

Type	Fee	Timing of Payment
Harvest Contract Fee	Free	When the Agreement is entered into between SORACOM and the Subscriber
Harvest setting opetation Fee	Free	When the Subscriber make Harvest System setting changed by SORACOM for any reason

Zone	Countries and Areas belonging to each Zone
Zone1	France, Germany, Italy, Spain, United Kingdom, United States
Zone2	Albania, Austria, Belarus, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Georgia, Gibraltar, Greece, Hungary, Iceland, Ireland, Israel, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Sweden, Switzerland, Turkey
Zone3	Argentina, Australia, Canada, Chile, China, Colombia, Costa Rica, Ecuador, El Salvador, Guatemala, Hong Kong, Japan, Jersey, Malaysia, Malta, Moldova, Montenegro, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Serbia, Singapore, South Korea, Taiwan, Thailand, Ukraine
Zone4	Brazil, Dominican Republic, Egypt, French Guiana, India, Indonesia, Iraq, Kuwait, Martinique, Mexico, South Africa, St. Barthélemy, St. Martin
Zone5	Bangladesh, Kenya, Macau, Madagascar, Sri Lanka
Zone6	Anguilla, Antigua and Barbuda, Azerbaijan, Barbados, Bosnia & Herzegovina, British Virgin Islands, Cambodia, Cape Verde, Cayman Islands, Dominica, Grenada, Jamaica, Kazakhstan, Montserrat, Myanmar, Nigeria, Russia, Seychelles, St. Kitts & Nevis, St. Lucia, St. Vincent & Grenadines, Tanzania, Turks and Caicos Islands, Uzbekistan, Vietnam