

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	5
1.1 Application of General Terms and Conditions	5
1.2 Change of General Terms	5
1.3 Definitions.....	5
ARTICLE II. Service.....	6
2.1 Service Content.....	6
2.2 Service Area.....	6
ARTICLE III. Execution of Agreement	7
3.1 Method of Application	7
3.2 Acceptance of Application	7
3.3 Effectuation of Agreement	7
3.4 Subscriber ID	8
3.5 Account	8
ARTICLE IV. Change of Subscriber's Name.....	8
4.1 Notification of Change of Subscriber's Name	8
4.2 Assignment or Transfer of Agreement	9
ARTICLE V. Use RESTRICTION.....	9
5.1 Use Restriction.....	9
5.2 Disconnection of Transmission.....	9
5.3 Suspension of Use of Service.....	10
5.4 Suspension of Service	10
5.5 Discontinuation of Service.....	10
ARTICLE VI. Termination of this Agreement	11
6.1 Termination by Subscriber	11
6.2 Termination by SORACOM	11
ARTICLE VII. RESPONSIBILITY	11
7.1 Confidentiality	11

7.2	Maintenance of Confidence	11
7.3	Notification of Necessary Information.....	12
ARTICLE VIII. Provision by Subscriber		12
8.1	Precondition of Providing	12
8.2	Report of Number of Subscriber’s Customer.....	12
8.3	Use of Trademark.....	12
8.4	Identity Verification	13
8.5	Explanation of Service Condition	13
ARTICLE IX. Telecommunication		13
9.1	Conditions of Telecommunication	13
ARTICLE X. Use of SORACOM System		14
10.1	Providing SORACOM System	14
10.2	Connecting to SORACOM Site.....	14
10.3	Use Conditions for SORACOM System.....	14
ARTICLE XI. Prohibited Acts		14
11.1	Prohibited Acts.....	14
ARTICLE XII. Service Fee.....		15
12.1	Service Fee.....	15
12.2	Payment Obligation	15
12.3	Method of Payment.....	16
12.4	Interest for Delay	16
12.5	Acceleration	16
ARTICLE XIII. maintenance		17
13.1	Repair or Recovery	17
ARTICLE XIV. intellectual property		17
14.1	Intellectual Property.....	17
ARTICLE XV. disclaimer of warranties		17
15.1	Disclaimer of Warranties.....	17

ARTICLE XVI. Indemnification.....	17
16.1 Indemnification	17
16.2 Limitation of Liability.....	17
ARTICLE XVII. Miscellaneous.....	18
17.1 Posting this Agreement	18
17.2 Privacy Policy	18
17.3 Notification of Information for Telecommunication Carrier	18
17.4 Terminating and rejecting relations with Anti-social Forces	19
17.5 Severability	19
17.6 Dispute Resolution.....	19
17.7 Governing law.....	19
ARTICLE XVIII. Additional Function	19
18.1 Peering function	19
18.2 VIF function.....	20
18.3 VPN function	20
18.4 Junction mirroring function	20
18.5 Junction redirection function	20
18.6 Junction inspection function	21
18.7 VPG fixed global IP address option.....	21

Schedules

Schedule 1 Service Fee

General Terms and Conditions for SORACOM Private Network 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 Private Network Service. SORACOM INTERNATIONAL, PTE. LTD. (“**SORACOM**”) will provide the SORACOM private network Service to you according to the SORACOM Private Network 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. If the Subscriber uses the SORACOM Private Network 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.

“**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.

“**Private Network Service**” shall mean Telecommunication services provided to communicate between Subscriber lines of SORACOM Air Global service provided by SORACOM and the following connection points.

(A) Connection point set by SORACOM necessary for connection with Amazon VPC designated by the Subscriber

(B) Connection point set by SORACOM necessary for connection with AWS Direct Connect designated by the Subscriber or connection point of AWS hardware VPN designated by SORACOM.

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

“**Access Line**” shall mean the Telecommunication Service set between VPG and SORACOM Air Global.

“**Amazon VPC**” shall mean AWS company provides virtual networks defined by users on the cloud. Amazon Virtual Private Cloud (Amazon VPC).

“**AWS Hardware VPN**” shall mean the VPN concentrator on AWS side for VPN connection of Amazon VPC and proprietary network provided by AWS company.

“**AWS Direct Connect**” shall mean the network service provided by AWS to establish a connection through a dedicated network line between the user's network and AWS resources.

ARTICLE II. SERVICE

2.1 Service Content

SORACOM Private Network Service contains the following services.

Service Name	Content
Canal Service	Private network connection service to provide communication between the Amazon VPC designated by the Subscriber and the access line using VPG type C (Definitions Schedule 1).
Direct Service	Private network connection service to provide communication between the Amazon VPC designated by the Subscriber and the access line using VPG type D (Definitions Schedule 1).
Door Service	Private network connection service to provide communication between the Amazon VPC designated by the Subscriber and the access line using VPG type D (Definitions Schedule 1).
Gate Service	Private network connection service provided for communication within the access line and the access line between the network of the Subscriber by using the VPG by layer 2 tunneling protocol.
Junction Service	By analyzing packets passing through the VPG, identification of applications and acquisition of statistical information are performed. Also, change the route to send or pass the copy of the packet to the target server.

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. Even if the user's VPC is a different region, our connection point and VPG will be EU (Frankfurt) region.

**ARTICLE III.
EXECUTION OF AGREEMENT**

3.1 Method of Application

Applicants for the SORACOM Private Network Service (each such applicant, an “**Applicant**”) shall apply for the SORACOM Private Network 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 Private Network 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 Private Network 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 Private Network 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 17.4) ;
- (v) the Applicant falls under any of the items of Section 5.1(c) below;
- (vi) SORACOM has terminated the agreement between SORACOM and the Applicant;
- (vii) the Applicant provides any false information to SORACOM;
- (viii) the Applicant designates an unavailable credit card as the method of payment; or
- (ix) the Applicant does not intend to use the SORACOM Private Network 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 Private Network 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 Private Network 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, Subscriber’s officer, Subscriber’s employee, or third party, and SORACOM shall not bear any responsibility in relation to such matters. If SORACOM suffers any damage arising from such use of the SORACOM Account, the Subscriber shall compensate SORACOM for such damage.

ARTICLE 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 Private Network Service or the SORACOM System (defined in Section 10.1) under the Agreement.

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

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 Private Network 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 Private Network 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 Disconnection of Transmission

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

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

5.3 Suspension of Use of Service

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

5.4 Suspension of Service

(a) SORACOM may suspend provision of the SORACOM Private Network 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 Private Network Service according Section 5.4(a), SORACOM will announce such suspension on SORACOM's website in advance except in cases of urgent necessity.

5.5 Discontinuation of Service

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

**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 Private Network Service becomes unavailable in accordance with Section 5.1, 5.2, or 5.4, the Subscriber may terminate this Agreement by giving notification to SORACOM according to the method specified by SORACOM separately on the date designated by the Subscriber in such notification.

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 Private Network 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 Private Network Service is discontinued according to Section 5.5, the Agreement is terminated on the date of such discontinuation.

**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 Private Network 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 Private Network 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 12.5 (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 Private Network 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 Private Network Service under to ARTICLE V;
- (iv) change, extension or removal of the Telecommunications Facility which may affect the condition of the SORACOM Private Network 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 Private Network 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 Private Network 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 indemnification of Subscriber's Customer. SORACOM shall not bear any responsibility in relation to dealing with such matters.

8.5 Explanation of Service Condition

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

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

ARTICLE IX. TELECOMMUNICATION

9.1 Conditions of Telecommunication

(a) The conditions of telecommunication related to Private network 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) Subscriber can not use the Private network service when the access line can not be used by the contract terms of the telecommunications carrier providing the access line or the AWS customer agreement.

(c) SORACOM do not guarantee the quality of communication related to telecommunication equipment connected via connection point.

(d) SORACOM shall provide SORACOM Canal and SORACOM Direct and SORACOM Junction only in the section from SORACOM Air Global to VPG and telecommunication between VPG. Subscriber shall be in accordance with the contractual terms and conditions of the access line and the AWS customer agreement of the other party It shall be established by the Subscriber.

(e) SORACOM shall provide SORACOM Door and SORACOM Junction only in the section from SORACOM Air Global to the end point of AWS hardware VPN. Telecommunication between the AWS hardware VPN and Subscriber shall be in accordance with the terms of the contract concerning the partner access line and AWS customer agreement.

(f) Subscriber can not add the Peering function to SORACOM Canal, SORACOM Direct, SORACOM Door beyond the upper limit specified separately by SORACOM.

(g) Subscriber can not set a packet transmission destination to SORACOM Junction beyond the upper limit specified separately by SORACOM.

(h) Telecommunication between Subscriber and VPG is performed according to the method defined by SORACOM.

ARTICLE X. USE OF SORACOM SYSTEM

10.1 Providing SORACOM System

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

10.2 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.

10.3 Use Conditions for SORACOM System

(a) The Subscriber shall use the SORACOM System only for use the SORACOM Private Network 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 XI. PROHIBITED ACTS

11.1 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 Private Network Services;
- (iii) perform any act prohibited by the telecommunication carrier(s);
- (iv) perform any act (including but limited to prohibition of data transmission to another country or prohibition of permanent roaming) prohibited by the applicable laws and regulations in the countries where the Subscriber uses SORACOM Private Network Services;

- (v) subject the apparatus or system for the SORACOM Private Network Service to excessive data loads by generating continuous traffic exceeding the limits specified by SORACOM separately;
- (vi) use the SORACOM Private Network 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 XII. SERVICE FEE

12.1 Service Fee

The service fee for use of the SORACOM Private Network Service consists of the basic 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.

12.2 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 Private Network Service, or does not use the SORACOM Private Network Service according to Section 5.3, 5.4, 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.

12.3 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.

12.4 Interest for Delay

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

12.5 Acceleration

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

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

**ARTICLE XIII.
MAINTENANCE**

13.1 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.

**ARTICLE XIV.
INTELLECTUAL PROPERTY**

14.1 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 Private Network 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 Private Network 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 XV.
DISCLAIMER OF WARRANTIES**

15.1 Disclaimer of Warranties

THE SUBSCRIBER AGREES THAT THE SORACOM PRIVATE NETWORK 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 PRIVATE NETWORK 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 XVI.
INDEMNIFICATION**

16.1 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.

16.2 Limitation of Liability

(a) If the SORACOM Private Network 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 Private Network 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 Private Network Service has reached such status, upon the Subscriber’s request, SORACOM shall reduce the Service Fee according to the number of days obtained by dividing the Unavailable Time by 24 (rounding down decimals) from the Service Fee charged to such Subscriber, provided that, if the Subscriber does not request within three months after the date on which the Subscriber becomes aware of such Unavailable Time, SORACOM deems that such Subscriber waives the right to request such reduction.

(c) In any case where SORACOM is liable to compensate the Subscriber for damage, SORACOM’s liability shall not exceed the Service Fee of the month of in which the day falls when such damage occurs.

(d) Notwithstanding the provisions of the preceding paragraph, if the SORACOM Private Network 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 Private Network 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 Private Network 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 XVII. MISCELLANEOUS

17.1 Posting this Agreement

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

17.2 Privacy Policy

SORACOM will specify the policy for processing Subscribers’ personal information (the “**Privacy Policy**”), and post the Privacy Policy on SORACOM’s web site.

17.3 Notification of Information for Telecommunication Carrier

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

17.4 Terminating and rejecting relations with Anti-social Forces

Subscriber acknowledges and agrees that, since SORACOM affiliates are Japanese companies, SORACOM must comply with the relevant rules, regulations and standards which purport to eliminate any relationship with “Anti-Social Forces” (meaning violent gangs, yakuza, mafia or other violent, blackmailing, or intimidatory groups or people who for political, religious or other ideological or economic purposes engage in anti-social activities or behavior including, but not limited to “Organized Crime Groups” or “Organized Crime Group Members” (as respectively defined in Article 2, items (ii) and (vi) of the Prevention of Unjust Acts by Organized Crime Group Members Act of Japan. The same shall apply hereafter.). As a part of such compliance, Subscriber shall ensure that at all times it and its officers, employees and any shareholders in the Subscriber:

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

17.5 Severability

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

17.6 Dispute Resolution

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration 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.

17.7 Governing law

- (a) The General Terms and the Agreement shall be governed by and interpreted in accordance with the laws of Singapore.

**ARTICLE XVIII.
ADDITIONAL FUNCTION**

18.1 Peering function

- (a) The Subscriber may use the Peering function in combination with the VPG type C or VPG type D Service. In such case, Subscriber can use the peering function that allows Subscriber to connect the VPG and the Amazon VPC used by the subscriber.
- (b) The Subscriber shall use the Peering function according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the closed network connection service) posted by SORACOM on the SORACOM web site.

18.2 VIF function

- (a) The Subscriber may use the VIF function in combination with the VPG type D Service. In such case, Subscriber can use the VIF function that allows Subscriber to connect the VPG and the AWS Direct Connect used by the subscriber.
- (b) The Subscriber shall use the VIF function according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the closed network connection service) posted by SORACOM on the SORACOM web site.

18.3 VPN function

- (a) The Subscriber may use the VPN function in combination with the VPG type D Service. In such case, Subscriber can use the VPN function that allows Subscriber to connect the VPG and the Subscriber's network used by AWS Hardware Virtual Private Gateway.
- (b) The Subscriber shall use the VPN function according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the closed network connection service) posted by SORACOM on the SORACOM web site.

18.4 Junction mirroring function

- (a) The Subscriber may use the Junction mirroring function in combination with the VPG type C or VPG type D Service. In such case, Subscriber can use the Junction mirroring function that can send copies of packets that pass through that VPG to the destination specified by the subscriber.
- (b) The Subscriber shall use the Junction mirroring function according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the closed network connection service) posted by SORACOM on the SORACOM web site.

18.5 Junction redirection function

- (a) The Subscriber may use the Junction redirection function in combination with the VPG type C or VPG type D Service. In such case, Subscriber can use the Junction redirection function that makes it possible to customize data routing so that a packet passing through the user's VPG always passes through a specified server.
- (b) The Subscriber shall use the Junction redirection function according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the closed network connection service) posted by SORACOM on the SORACOM web site.

18.6 Junction inspection function

- (a) The Subscriber may use the Junction inspection function in combination with the VPG type C or VPG type D Service. In such case, Subscriber can use the Junction inspection function that analyzes packets passing through the VPG and provides application discrimination and reporting of the statistical information.
- (b) The Subscriber shall use the Junction inspection function according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the closed network connection service) posted by SORACOM on the SORACOM web site.

18.7 VPG fixed global IP address option

- (a) The Subscriber may use the VPG fixed global IP address option in combination with the VPG type C or VPG type D Service. In such case, Subscriber can use the VPG fixed global IP address option that allows you to set a fixed global IP address in the Internet gateway of that VPG.
- (b) The Subscriber shall use the VPG fixed global IP address option according to the method of use and other service provision conditions (including but not limited to the general terms and conditions regarding the closed network connection service) posted by SORACOM on the SORACOM web site.

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 next 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 hour
VPG type C Service	0.5USD
VPG type D Service	3USD
Junction Service	0.15USD

2. Additional Function Fee

(1) Peering Function

(a) Fee

per one Peering	
	Fee per hour
Peering Function	0.1USD

(2) VIF Function

per one VIF function	
	Fee per hour
VIF Function	0.1USD

(3) VPN Function

per one VPN function	
	Fee per hour
VPN Function	0.1USD

(4) Junction Mirroring Function

per one Junction Mirroring function	
	Fee per hour
Junction Mirroring Function	Free (It is included in the Junction service basic fee.)

(5) Junction Redirection Function

per one Junction Inspection function	
	Fee per hour
Junction Inspection Function	Free (It is included in the Junction service basic fee.)

(6) Junction Inspection Function

per one Junction Inspection function	
	Fee per hour
Junction Inspection Function	1USD (Up to 10,000 subscriber per billing unit time)

(7) VPG fixed global IP address option

per one VPG fixed global IP address option	
	Fee per hour
Junction Inspection Function	0.15USD

3. Procedure Fee

Type	Fee	Timing of Payment
VPG type C Contract Fee	9.8USD per one Agreement	When the Agreement is entered into between SORACOM and the Subscriber
VPG type D Contract Fee	98USD per one Agreement	When the Agreement is entered into between SORACOM and the Subscriber
VPG setting operation Fee	98USD per one VPG	When the Subscriber make VPG setting changed by SORACOM for any reason