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TABLE OF CONTENTS

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

ARTICLE I. GENERAL PROVISIONS

- 1.1 Application of General Terms and Conditions
- 1.2 Change of General Terms
- 1.3 Definitions

ARTICLE II. SERVICE

- 2.1 Service Content
- 2.2 Service Area

ARTICLE III. EXECUTION OF AGREEMENT

- 3.1 Method of Application
- 3.2 Acceptance of Application
- 3.3 Effectuation of Agreement
- 3.4 Subscriber ID
- 3.5 Account

ARTICLE IV. CHANGE OF SUBSCRIBER'S NAME

- 4.1 Notification of Change of Subscriber's Name
- 4.2 Assignment or Transfer of Agreement

ARTICLE V. USE RESTRICTION

- 5.1 Use Restriction
- 5.2 Suspension of Service
- 5.3 Discontinuation of Service

ARTICLE VI. TERMINATION OF THIS AGREEMENT

- 6.1 Termination by Subscriber
- 6.2 Termination by SORACOM

ARTICLE VII. RESPONSIBILITY

- 7.1 Confidentiality
- 7.2 Maintenance of Confidence
- 7.3 Notification of Necessary Information

ARTICLE VIII. PROVISION BY SUBSCRIBER

- 8.1 Precondition of Providing
- 8.2 Report of Number of Subscriber's Customer
- 8.3 Use of Trademark

8.4 Explanation of Service Condition

ARTICLE IX. TELECOMMUNICATION

9.1 Conditions of Telecommunication

ARTICLE X. USE OF SORACOM SYSTEM

- 10.1 Providing SORACOM System
- 10.2 Connecting to SORACOM Site
- 10.3 Use Conditions for SORACOM System

ARTICLE XI. PROHIBITED ACTS

11.1 Prohibited Acts

ARTICLE XII. SERVICE FEE

- 12.1 Service Fee
- 12.2 Payment Obligation
- 12.3 Method of Payment
- 12.4 Interest for Delay
- 12.5 Acceleration

ARTICLE XIII. MAINTENANCE

13.1 Repair or Recovery

ARTICLE XIV. INTELLECTUAL PROPERTY

14.1 Intellectual Property

ARTICLE XV. DISCLAIMER OF WARRANTIES

15.1 Disclaimer of Warranties

ARTICLE XVI. INDEMNIFICATION

- 16.1 Indemnification
- 16.2 Limitation of Liability

ARTICLE XVII. MISCELLANEOUS

- 17.1 Posting this Agreement
- 17.2 Privacy Policy
- 17.3 Terminating and rejecting relations with Anti-social Forces
- 17.4 Severability
- 17.5 Dispute Resolution
- 17.6 Governing law

ARTICLE XVIII. ADDITIONAL FUNCTION

- 18.1 SORACOM Beam Service
- 18.2 SORACOM Funnel Service
- 18.3 SORACOM Funk Service

- 18.4 SORACOM Harvest Data Service
- 18.5 Coupon

Schedules

Schedule 1 Service Fee

General Terms and Conditions for SORACOM Device Management 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 Device Management Service by customers in the USA and Canada. SORACOM GLOBAL, Inc., having its registered office at 800 Bellevue Way NE, 5th Floor, Bellevue, WA 98004, USA, will provide the SORACOM Device Management Service to you according to the SORACOM Device Management Service agreement concluded under the General Terms (such agreement, the “**Agreement**”). SORACOM GLOBAL, Inc. will hereinafter be referred to as “**SORACOM.**”

1.2 Change of General Terms

SORACOM may change the General Terms from time to time. If SORACOM changes the General Terms, SORACOM will notify the Subscriber (defined below) of such change by announcing the change on the website of SORACOM or such other method as may be separately specified by SORACOM. If the Subscriber uses the SORACOM Device Management 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.

“**Inventory System**” shall mean the system that stores device registration and authentication information, receives and stores commands and data transmitted from the subscriber, sends and receives commands and data to the subscriber’s device, Or reads the information acquired from the request in response to the request.

“**Active device**” shall mean a device that sent and received commands, events, and data with the Inventory system within the same month.

“**Event**” shall mean processing that occurs communication with the Inventory system, such as Read, Write, Execute, Observe of device information. Device registration is also included in the event.

**ARTICLE II.
SERVICE**

II.1 Service Content

SORACOM Device Management Service contains the following services.

Service Name	Content
Inventory Service	Cloudbased Device Management Service

II.2 Service Area

(a) SORACOM shall provide the SORACOM Device Management 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.

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

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

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

ARTICLE III.
EXECUTION OF AGREEMENT

III.1 Method of Application

Applicants for the SORACOM Device Management Service (each such applicant, an “**Applicant**”) shall apply for the SORACOM Device Management 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**”).

III.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 Device Management 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 Device Management 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 Device Management 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 Device Management Service appropriately.

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

III.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**”).

III.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 Device Management 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.

III.5 Account

(a) The Subscriber shall make an account that has an effective e-mail address to use the SORACOM Device Management 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**

IV.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.

IV.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 Device Management Service or the SORACOM System (defined in Section 10.1) under the Agreement. However, only in the case that SORACOM Device Management Service channel is in “before use” status in the SORACOM System, the Subscriber may assign the right to receive the SORACOM Device Management 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 Device Management 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).

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

ARTICLE V. USE RESTRICTION

V.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 Device Management 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 Device Management 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

V.2 Suspension of Service

(a) SORACOM may suspend provision of the SORACOM Device Management Service if:

- (i) there are unavoidable reasons requiring maintenance or construction of SORACOM's Telecommunications Facility or system;
- (ii) a cloud service provider suspends provision of cloud services to SORACOM; or
- (iii) SORACOM changes the Subscriber ID under Section 3.4(b).

(b) If SORACOM suspends the provision of the SORACOM Device Management Service according Section 5.2(a), SORACOM will announce such suspension on SORACOM's website in advance except in cases of urgent necessity.

V.3 Discontinuation of Service

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

ARTICLE VI. TERMINATION OF THIS AGREEMENT

VI.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 Device Management 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.

VI.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 Device Management 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 cloud provider terminates the agreement between SORACOM and the cloud provider regarding provision to SORACOM of cloud services.

(b) If the SORACOM Device Management Service is discontinued according to Section 5.3 , the Agreement is terminated on the date of such discontinuation.

ARTICLE VII. RESPONSIBILITY

VII.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 Device Management 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.

VII.2 Maintenance of Confidence

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

VII.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 Device Management 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 Device Management Service under to ARTICLE V;
- (iv) change, extension or removal of the Telecommunications Facility which may affect the condition of the SORACOM Device Management Service; or
- (v) dissolution of SORACOM.

ARTICLE VIII. PROVISION BY SUBSCRIBER

VIII.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 Device Management 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.

VIII.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 Device Management Service in accordance with the method specified by SORACOM.

VIII.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.

VIII.4 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

IX.1 Conditions of Telecommunication

(a) The conditions of telecommunication related to Device Management 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 Inventory only in the Inventory System. Telecommunication between the Inventory System and Subscriber shall be in accordance with the terms of the contract concerning the partner access line and AWS customer agreement.

(c) The type of device that can be registered in the Inventory System, the number and frequency of data that can be sent from the device to the Inventory System, the content and frequency of commands that can be sent from the Inventory system to the device and the retention period of data that subscriber can store in the Inventory system have an upper limit specified separately by SORACOM.

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

(e) In order to use the Inventory System, Subscriber needs to install a client that meets requirements defined by SORACOM on the device.

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

(g) When we acknowledge that there is a large amount or many communication within a certain period of time for communication related to Inventory system, we may take measures to limit the use of that communication.

ARTICLE X. USE OF SORACOM SYSTEM

X.1 Providing SORACOM System

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

X.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.

X.3 Use Conditions for SORACOM System

(a) The Subscriber shall use the SORACOM System only for use the SORACOM Device Management 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**

XI.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 Device Management 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 Device Management Services;
- (iv) subject the apparatus or system for the SORACOM Device Management Service to excessive data loads by generating continuous traffic exceeding the limits specified by SORACOM separately;
- (v) use the SORACOM Device Management Service for child prostitution, viewing or acquiring child pornography or sending nuisance e-mail or any other purpose that SORACOM regards as inappropriate;
- (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 use of third party
- (viii) let a third party (excluding Subscriber's Customers) 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 or any third party'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 XII. SERVICE FEE

XII.1 Service Fee

The service fee for use of the SORACOM Device Management 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.

XII.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 Device Management Service, or does not use the SORACOM Device Management

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.

XII.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.

XII.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).

XII.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

XIII.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

XIV.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 Device Management 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 Device Management 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

XV.1 Disclaimer of Warranties

THE SUBSCRIBER AGREES THAT THE SORACOM DEVICE MANAGEMENT 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 DEVICE MANAGEMENT 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

XVI.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.

XVI.2 Limitation of Liability

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

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

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

(d) Notwithstanding the provisions of the preceding paragraph, if the SORACOM Device Management 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 Device Management 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 Device Management 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

XVII.1 Posting this Agreement

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

XVII.2 Privacy Policy

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

XVII.3 Force Majeure

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

XVII.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.

XVII.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.

XVII.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 Seattle, by the International Centre for Dispute Resolution (“**ICDR**”) in accordance with its International Arbitration Rules. SORACOM and the Subscriber will appoint 1 arbitrator each. ICDR will appoint 1 additional arbitrator who will be chairman of the arbitration tribunal. If either SORACOM or the Subscriber fails to appoint an arbitrator no later than 30 days after submitting an application for arbitration or receiving notice of arbitration, ICDR will also appoint that arbitrator. The arbitration proceedings will take place in Seattle, Washington, USA, and the language of the proceedings will be English.

XVII.7 Governing law

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

ARTICLE XVIII. ADDITIONAL FUNCTION

XVIII.1 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 Inventory Service, the Subscriber may use the SORACOM Beam Service.

(c) Only in the cases expressly stated in Section 16.2 shall SORACOM indemnify the Subscriber for damages regarding the SORACOM Beam Service under Section 16.2. 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.

XVIII.2 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 Inventory Service, the Subscriber may use the SORACOM Funnel Service.

(c) Only in the cases provided in Section 16.2 shall SORACOM indemnify the Subscriber for damages regarding the SORACOM Funnel Service under Section 16.2. 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 Funkel Service according to the method of use and any other service provision conditions posted by SORACOM on the SORACOM web site.

XVIII.3 SORACOM Funk Service

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

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

(c) Only in the cases provided in Section 16.2 shall SORACOM indemnify the Subscriber for damages regarding the SORACOM Funk Service under Section 16.2. 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 Funk Service according to the method of use and any other service provision conditions posted by SORACOM on the SORACOM web site.

XVIII.4 SORACOM Harvest Data Service

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

(b) In the case that the Subscriber uses the SORACOM Inventory Service, the Subscriber may use the SORACOM Harvest Data Service.

(c) Only in the cases provided in Section 16.2 shall SORACOM indemnify the Subscriber for damages regarding the SORACOM Harvest Data Service under Section 16.2. 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 Harvest Data 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.

XVIII.5 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 Global Service (such money frames, the “**Coupon**”) and registering such Coupon on the SORACOM System instead of the payment pursuant to 12.3

(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

(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) 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.

(c) 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.

(d) SORACOM will round up fractions less than 0.01USD resulting from the Service Fee calculation.

(e) 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.

(f) The Service Fee charged by SORACOM does not include any taxes, duties or other government charges.

1. Basic Fee

(1) Fee

per one active device	
Subscription	Basic Fee per month
Inventory Service	0.5USD

Inventory service basic fee includes usage fee of 100,000 events per active device. The number of events included in this basic fee is calculated on an active device basis and not shared within the account, and the number of unused events remaining per month will not be carried over to the next month. Please note that the basic fee is not calculated on a daily basis.

(2) Discount

SORACOM will apply the following Basic Fee (the “**Volume Discount**”) according to the number of Active device.

per one active device	
the number of Active device	Basic Fee per month
1,000~4,999	0.45USD
5,000~9,999	0.40USD

For example, if the number of active devices is 8,000, it is calculated as follows.

1 to 999 units: 0.5USD / active device / month

1,000 to 4,999 units: 0.45USD / active device / month

5,000 to 8,000 units: 0.4USD / active device / month

2. Usage Fee

(1) Fee

per one active device	
Subscription	per 100,000 events
Event Usage fee	0.5USD

The number of events included in this event usage fee is calculated on an active device basis and not shared within the account, and the number of unused events remaining per month will not be carried over to the next month.

3. Procedure Fee

Type	Fee	Timing of Payment
Inventory Contract Fee	1USD	When the Agreement is entered into between SORACOM and the Subscriber

4. Free tier

SORACOM will subtract the amount 1.5USD (the “SORACOM Inventory Free Tier”) from the monthly SORACOM Inventory Service Fee per each SORACOM Account during the

Discount Period. Even if the monthly SORACOM Inventory Service Fee does not reach the SORACOM Inventory Free Tier, Subscriber shall not carry over the SORACOM Inventory Free Tier to the next month.

5. Additional Function Fee

(1) SORACOM Harvest Data Option Service

(a) Fee

per one Agreement (one Active device) for which the Subscriber shall enable the Harvest Data function

	Fee
SORACOM Harvest Data Option Service	0.05USD per day

The Subscriber need to use the data writing or reading function of the SORACOM Harvest Data to write or read data. The condition and fee to use such functions shall be as provided in General Terms and Conditions for Logging Service.

This option fee will not be charged in duplicate with the additional function of SORACOM Air Global service.

The SORACOM Harvest Data Option Service Fee includes the fee of 2,000 requests to use the data writing function provided in General Terms and Conditions for Logging Service. Such number of requests is calculated by SIM unit and the Subscriber shall not share it in the Subscriber's SORACOM Account, and even if the daily number of requests to use the data writing function does not reach 2,000, Subscriber shall not carry over the remaining number to the next day.

(b) Free Tier

SORACOM will subtract the amount 1.55USD (the “**SORACOM Harvest Data Option Free Tier**”) from the monthly SORACOM Harvest Data Service Fee per each SORACOM Account during the Discount Period. SORACOM will not subtract the SORACOM Harvest Data Free Tier from the Basic Fee, and even if the monthly SORACOM Harvest Data Service Fee does not reach the SORACOM Harvest Data Free Tier, Subscriber shall not carry over the SORACOM Harvest Data Free Tier to the next month.