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General Terms and Conditions for SORACOM Private Network Service

ARTICLE 1. GENERAL PROVISIONS

1.1 Application of General Terms and Conditions

These general terms and conditions as well as the specific regulations (collectively, the “**General Terms**”) govern the use of SORACOM Private Network Service by enterprises in EU nations and the United Kingdom. Prior to April 30th, 2020 (the “**Novation Date**”), SORACOM DK ApS, having its registered office at c/o Bech-Bruun Langelinie Allé 35 2100 Copenhagen, Denmark, registered under business registration number (CVR) 37757268, 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**”). With effect from the Novation Date, all rights, obligations and liabilities of SORACOM DK ApS in respect of the SORACOM Private Network Service will be absolutely transferred to SORACOM CORPORATION, LTD, having its registered office at 16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH, registered under company number 12311887, and it will provide the SORACOM Private Network Service to you according to the Agreement. SORACOM DK ApS and SORACOM CORPORATION, LTD. will hereinafter be individually or collectively 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. However, the Subscriber will receive an e-mail 30 days prior to any significant changes to the General Terms. 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 Services" 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 Site-to-Site 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 Site-to-Site 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 company to establish a connection through a dedicated network line between the user's network and AWS resources.

“**AWS Transit Gateway**” shall mean the service provided by AWS company that functions as a cloud router connecting Amazon VPC to on-premises networks.

ARTICLE 2. SERVICE

2.1 Service Content

SORACOM Private Network Service contains the following services. Specific details of each service and technical terms of use are available on SORACOM's website. The Subscriber shall check the contents of the website prior to applying for SORACOM Private Network Service.

Service Name	Content
VPG Type-E Service	A service that sets up a virtual gateway dedicated to the Subscriber.
VPG Type-F Service / VPG Type-F2 Service	Private network connection service to provide communication: a) between the AWS Transit Gateway designated by the Subscriber and the Access Line; b) between the Amazon VPC designated by the Subscriber and the Access Line; c) between the Amazon Direct Connect designated by the Subscriber and the Access Line; and d) between the Amazon Site-to-Site VPN designated by the

	Subscriber and the Access Line.
VPG Type-G Service (Limited Preview)	Private network connection service that has the equivalent functionality of VPG Type-F Service and can accommodate more than 100,000 SIMs for SORACOM Air Service and/or VSIMs for SORACOM Arc Service.
SORACOM 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.
SORACOM 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

(a) SORACOM shall provide the SORACOM Private Network Service within the area of AWS Region that is chosen by the Subscriber from options SORACOM presents on SORACOM Site (defined in Section 10.1), provided, that, the Service Area may be different if stated otherwise as specified by SORACOM separately. Even if the user's VPC is in a different region, our connection point and VPG will be in the AWS Region the Subscriber chose.

(b) The parties of this Agreement acknowledge that there may be countries or locations within which SORACOM may be restricted from providing the SORACOM Private Network 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 Private Network Service or impose additional requirements on the provision of the SORACOM Private Network Service, as may be reasonably required to comply with any such Restrictions.

(c) In no event will SORACOM be required to provide the SORACOM Private Network Service in countries or locations, or in a manner that would be in violation of the Restrictions and its failure to provide the SORACOM Private Network 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 Private Network Service (including the economic viability thereof), SORACOM will notify Subscribers in writing and the parties will negotiate in good faith regarding changes to this Agreement. If the parties cannot reach agreement within 30 days after notification from SORACOM requesting renegotiation, SORACOM may terminate the Agreement upon 30 days’ written notice to the Subscriber.

ARTICLE 3. EXECUTION OF AGREEMENT

3.1 Method of Application

Applicants for the SORACOM 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 18.4) ;
- (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 any third party.

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

ARTICLE 4. CHANGE OF SUBSCRIBER'S NAME

4.1 Notification of Change of Subscriber's Name

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

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

(c) If the Subscriber does not notify SORACOM of any changes required under Section 4.1(a), if SORACOM sends a notice to the domicile or residence (for a corporation, location of its principal office) or e-mail address submitted by the Subscriber, such notice shall be deemed delivered to the Subscriber.

4.2 Assignment or Transfer of Agreement

(a) The Subscriber shall not assign, transfer, sublicense or provide as collateral, or otherwise dispose of the right to receive the SORACOM 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).

(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 5. USE RESTRICTION

5.1 Use Restriction

(a) If a natural disaster, incident or any other emergency situation occurs or is likely to occur, SORACOM may restrict the use of the SORACOM 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; or
- (v) the credit card account designated by the Subscriber is invalid, unavailable or cannot be used or recognized.

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

(a) 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.

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

ARTICLE 6. TERMINATION OF THIS AGREEMENT

6.1 Termination by Subscriber

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

(b) Notwithstanding the preceding paragraph, if the SORACOM 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.

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

6.2 Termination by SORACOM

(a) SORACOM may terminate the Agreement in the following situations, in which case SORACOM will give the Subscriber 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.

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

ARTICLE 7. RESPONSIBILITY

7.1 Confidentiality

After the Application, SORACOM and the Subscriber (before execution of the Agreement, the Applicant, hereinafter the same shall apply in this Section) shall keep confidential the other party's technical, management and any other non-public information acquired from other party, and shall not use such information except for provision or use of the SORACOM 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 12.6 (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 *with the necessary amendments*.

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

- (i) suspension or discontinuation of SORACOM's telecommunication business;
- (ii) cancellation of registration or filing, etc. necessary for SORACOM's telecommunications business by supervisory authority;
- (iii) restriction of the SORACOM Private Network Service under 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 8. PROVISION BY SUBSCRIBER

8.1 Precondition of Providing

If the Subscriber registers for the SORACOM Partner Space (meaning the program which SORACOM provide via the website of SORACOM as the SORACOM Partner Space), concludes any agreement specified by SORACOM and performs any other procedure specified by SORACOM, the Subscriber may provide telecommunication services based on the SORACOM 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 9. TELECOMMUNICATION

9.1 Conditions of Telecommunication

(a) The conditions of telecommunication related to Private network Service shall be subject to this Agreement, 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 does not guarantee the quality of communication related to telecommunication equipment connected via connection point.

(d) SORACOM shall provide VPG Type-F Service, VPG Type-F2 Service, VPG Type-G Service and SORACOM Junction Service only in the section from SORACOM Air Global to VPG. Telecommunication between VPG and the Subscriber's equipment shall be established by the Subscriber in accordance with the contractual terms and conditions of the Access Line and the AWS Customer Agreement.

(e) SORACOM shall provide VPG Type-F Service, VPG Type-F2 Service, VPG Type-G Service and SORACOM Junction Service only in the section from SORACOM Air Global to the endpoint of AWS Site-to-Site VPN. Telecommunication between the endpoint of AWS Site-to-Site VPN and the Subscriber's equipment shall be established by the Subscriber in accordance with the contractual terms and conditions of the Access Line and the AWS Customer Agreement.

(f) SORACOM shall provide VPG Type-F Service, VPG Type-F2 Service, VPG Type-G Service and SORACOM Junction Service only in the section from SORACOM Air Global to AWS Transit Gateway. Telecommunication between AWS Transit Gateway and the Subscriber's equipment shall be established by the Subscriber in accordance with the contractual terms and conditions of the Access Line and the AWS Customer Agreement of the other party.

(g) Subscriber shall not add the Peering function to VPG Type-F Service and VPG Type-G Service beyond the upper limit specified separately by SORACOM.

(h) Subscriber shall not add the VPN function to VPG Type-F Service and VPG Type-G Service beyond the upper limit specified separately by SORACOM.

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

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

ARTICLE 10. 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 of the SORACOM Private Network Service in the normal way and in compliance with laws and regulations, as well as by using the due care.

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

ARTICLE 11. 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 a 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 a 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 or third party'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 paragraphs in this Section 11.1.

ARTICLE 12. 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, which is available at https://soracom.jp/files/fee_schedule.pdf in US dollars, and in Schedule 1-2, which is available at https://soracom.jp/files/fee_schedule_eur.pdf in Euros.

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 Invoices

(a) By concluding this Agreement with SORACOM the Subscriber accepts that invoices will be made electronically available by SORACOM on SORACOM's web portal.

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

12.4 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.

12.5 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 day before the day when the payment is made, pay the amount of money obtained by multiplying the such unpaid amount by 8% per annum (prorated on the basis of a 365-day year).

12.6 Acceleration

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

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

ARTICLE 13. 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 14. 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 (including Additional Functions listed in Article 19; the same applies hereinafter) belongs 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, the SORACOM Information 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 15. DISCLAIMER OF WARRANTIES

15.1 Disclaimer of Warranties

THE SUBSCRIBER AGREES THAT THE SORACOM PRIVATE NETWORK SERVICE, THE SORACOM SYSTEM, THE SORACOM INFORMATION 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, THE SORACOM INFORMATION 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 16. 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, 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 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 17. PROCESSING OF PERSONAL DATA

17.1 Processing of Personal Data

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

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

(i) When providing the SORACOM Private Network Service as a communications services provider, SORACOM will process any data processed for the purpose of the conveyance of a communication on an electronic communications network or for the billing thereof ("**Traffic Data**") as a data controller for the following purposes: (i) to provide and maintain the services; (ii) to calculate the Services Fees payable by the Subscriber, including other accounting, tax and billing purposes; (iii) to identify, investigate and protect against fraud, threats and unlawful or wrongful use of the services; (iv) for internal use for development and improvement of the services; and / or (v) as required by applicable law.

(j) Soracom may disclose Traffic Data: (i) if required by applicable law, court order, or any other statutory or supervisory authority; or (ii) to SORACOM affiliates or third parties that are lawfully sub-processing the Traffic Data in order for Soracom to deliver the services. Soracom will anonymize or delete Traffic Data when Soracom no longer requires it for the purposes set forth in Article 17.1(c).

(k) The Subscriber can access additional information about the personal data that is processed by SORACOM in the policy on SORACOM's website (the "**Privacy Policy**"), <https://www.soracom.io/privacy-policy/>. The Privacy Policy contains information on the purposes, legal basis for processing, recipients of personal data, data retention period and the rights of the Subscriber.

ARTICLE 18. MISCELLANEOUS

18.1 Posting this Agreement

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

18.2 Force Majeure

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

18.3 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.

18.4 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.

18.5 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.

18.6 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 London by the London Court of International Arbitration (“LCIA”). LCIA will apply the rules in force when the application for arbitration is submitted. SORACOM and the Subscriber will appoint 1 arbitrator each. LCIA 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, LCIA will also appoint that arbitrator. The arbitration proceedings will take place in London, the United Kingdom, and the language of the proceedings will be English.

18.7 Governing law

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

ARTICLE 19. ADDITIONAL FUNCTIONS

19.1 Peering function

The Subscriber may use the Peering function in combination with the VPG Type-F Service or VPG Type-G Service. The Peering function enables Subscriber to connect the VPG and the Amazon VPC used by the Subscriber.

19.2 VIF function

The Subscriber may use the VIF function in combination with the VPG Type-F Service or VPG Type-G Service. The VIF function enables Subscriber to connect the VPG and the AWS Direct Connect used by the Subscriber.

19.3 Transit VIF function

The Subscriber may use the Transit VIF function in combination with the VPG Type-F2 Service. The Transit VIF function enables Subscriber to connect the VPG and the AWS Direct Connect used by the Subscriber.

19.4 VPN function

The Subscriber may use the VPN function in combination with the VPG Type-F Service, VPG Type-F2 Service or VPG Type-G Service. The VPN function enables Subscriber to connect the VPG and the Subscriber's network used by AWS Hardware Virtual Private Gateway.

19.5 Junction mirroring function

The Subscriber may use the Junction mirroring function in combination with the VPG Type-F Service or VPG Type-G Service. The Junction mirroring function enables Subscriber to send copies of packets that pass through that VPG to the destination specified by the Subscriber.

19.6 Junction redirection function

The Subscriber may use the Junction redirection function in combination with the VPG Type-F Service or VPG Type-G Service. The Junction redirection function enables Subscriber to customize data routing so that a packet passing through the Subscriber's VPG always passes through a specified server.

19.7 Junction inspection function

The Subscriber may use the Junction inspection function in combination with the VPG Type-F Service or VPG Type-G Service. The Junction inspection function enables Subscriber to analyze packets passing through the VPG and provides application discrimination and reporting of the statistical information.

19.8 VPG fixed global IP address option

The Subscriber may use the VPG fixed global IP address option in combination with the VPG Type-E / Type-F / Type-F2/ Type-G Service. The VPG fixed global IP address option enables Subscriber to set a fixed global IP address in the Internet gateway of that VPG.

19.9 AWS Transit Gateway function

The Subscriber may use AWS Transit Gateway function provided by AWS company in combination with the VPG Type-F / VPG Ty-e-F2 Service or VPG Type-G Service. AWS Transit Gateway function enables Subscriber to connect Amazon VPC, AWS Direct Connect and/or AWS Site-to-Site VPN to a single gateway, or enables Subscriber to do peering AWS Transit Gateway and another single gateway.

19.10 SORACOM Peek for VPG

The Subscriber may use SORACOM Peek for VPG in combination with the VPG Type-E / VPG Type-F / Type-F2 / Type-G Service. SORACOM Peek for VPG enables Subscriber to capture IP packets passing through the VPG when the device is communicating.

19.11 VPG traffic filtering function

The Subscriber may use the VPG traffic filtering function in combination with the VPG Type-F / Type-F2 / Type-G Service. The VPG traffic filtering function enables Subscriber to allow or block outbound communications from devices that pass through the VPG, based on specified conditions such as IP address, port number, protocol or domain name.

19.12 Other conditions for Additional Functions

The Subscriber shall use the Additional Functions set forth in this Article 19 according to the method of use and other service provision conditions posted by SORACOM on the SORACOM Site.