Intouch Advance: Sorocom SIM Service Terms and Conditions

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 Air Global Service by customers 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 Air Global Service to you according to the Air Global 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 Air Global 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 Air Global 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

(a) Intouch Advance may change the General Terms from time to time. If Intouch changes the General Terms, Intouch will notify the Subscriber (defined below) of such change by announcing the change on the website of Intouch Advance or such other method as may be separately specified by Intouch. Intouch will send an e-mail to the Subscriber 30 days prior to any significant changes to the General Terms unless the change solely benefits the Subscriber. The Subscriber may terminate the Agreement with 14 days' notice during such 30 days' notice period. If the Subscriber uses the Air Global Service after such notice, the Subscriber shall be deemed to have consented to such change to the General Terms, Intouch will apply the service fee and other service provision provided in such changed General Terms.

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

1.3 Definitions

The following terms when used in the General Terms shall have the meanings set forth below.

- "Electronic Communication Network" shall mean the transmission line connecting the data transmission place and the data receiving place.
- "IMEI" shall mean International Mobile Equipment Identifier.
- "SIM" shall mean Subscriber Identity Module. For the purpose of calculating the Service Fee, each physical media (whether chip, card or other form) counts as one SIM, even if multiple ICCIDs or profiles are managed by a single physical media.

- “Telecommunications Facility” shall mean the machine, equipment, transmission path or other electrical facilities for telecommunication.
- “Telecommunication Service” shall mean relaying other’s communications with the use of Telecommunications Facilities, or providing Telecommunications Facilities to be used for others' communications
- “VPG” shall mean the virtual gateway which is the connection point set up for connecting the Electronic Communication Network relating to the private network, etc. connecting service.

2. Service

2.1 Service Content

Air Global Service contains the following services.

Subscription (Plan)	Content
plan01s	It is suitable for IoT/M2M Equipment.
plan01s - Low Data Volume	It is suitable for IoT/M2M equipment. Especially, it is suitable for small data usage.
plan01	plan01 can be purchased in the USA and Japan. It is characterized by a wide coverage area.
plan01 - Low Data Volume	plan01 - Low Data Volume can be purchased in the USA and Japan. It is suitable for small data usage.
plan02	plan02 can be purchased in Europe. Data communication charges are kept low in Europe and it is suitable for use in Europe.
planX1	planX1 is a “Secondary Subscription”, which can be used in combination with plan01s, and it can be used only in Japan.
planP1	planP1 is a “Secondary Subscription”, which can be used in combination with plan01s, and it primarily covers the APAC region.

Subscription (Speed Class)	Content
s1 class	Data Transmission Service that adjusts the outgoing and incoming transmission speed between the terminal and SORACOM so that the transmission is symmetrical

2.2 Service Area

(a) Intouch Advance shall provide the Air Global Service within the area designated on the website of SORACOM (the "Service Area"), provided, that, the Service Area may be different if stated otherwise as specified separately. However, within the Service Area, you may not use the Air Global Service in places where transmissions are difficult to send or receive.

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

(c) In no event will Intouch Advance be required to provide the Air Global Service in countries or locations, or in a manner that would be in violation of the Restrictions and its failure to provide the Air Global 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 Air Global Service (including the economic viability thereof), Intouch Advance 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 Intouch requesting renegotiation, Intouch Advance may terminate the Agreement upon 30 days' written notice to the Subscriber.

3. Execution Of Agreement

3.1 Method of Application

Applicants for the Air Global Service (each such applicant, an "Applicant") shall apply for the Air Global Service in accordance with the procedure specified by Intouch Advance after the Applicant agrees to the General Terms (such application, the "Application").

3.2 Acceptance of Application

(a) Intouch Advance may request the Applicant to submit information necessary for

Intouch to determine whether the Applicant may have failed to make any payment that the Applicant is responsible to pay in relation to the Air Global Service. In such case, the Applicant shall promptly submit such information in writing.

(b) Intouch Advance will consent to the Application, except if Intouch determines that:

(i) there is an undue risk that the Applicant may breach the General Terms;

(ii) provision of the Air Global Service to the Applicant carries an undue risk of damage to the confidence or profit of Intouch Advance or other Subscriber (defined in Section 3.3);

(iii) provision of the Air Global Service to the Applicant carries an undue risk of harm to the intellectual property rights, property rights and other rights of Intouch Advance or a third party;

(iv) the Applicant damages the relationship of mutual trust between the Applicant and Intouch Advance, or the Applicant or representative thereof is an Anti-Social Force (defined in Section 20.3);

(v) the Applicant falls under any of the items of Section 5.1(c) below;

(vi) Intouch Advance has terminated the agreement between Intouch and the Applicant;

(vii) the Applicant provides any false information to Intouch Advance;

(viii) the Applicant designates an unavailable credit card as the method of payment; or

(ix) the Applicant does not intend to use the Air Global Service appropriately.

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

3.3 Effectuation of Agreement

The Agreement shall become effective between the Applicant and Intouch Advance as of the date that Intouch Advance 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) Intouch Advance 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 Air Global Service.

(b) If there are unavoidable reasons (including but not limited to technical reasons) which impact on the conduct of Intouch Advance's business in such a way that change of the

Subscriber ID is required, Intouch 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 Air Global Service (the "Account"). The Subscriber may make only one account per e- mail address, unless otherwise expressly provided in the General Terms.

(b) Intouch Advance 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 Account provided by Intouch Advance.

(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 Intouch Advance immediately in the following cases:

(i) The Subscriber discovers or learns of unauthorized use of the Account by a third party or the risk of such unauthorized use; or

(ii) The Subscriber loses information regarding the 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 Account, whether unauthorized use or misuse by the Subscriber, Subscriber's officer, Subscriber's employee, Subscriber's household or third party, and Intouch shall not bear any responsibility in relation to such matters. If Intouch Advance suffers any damage arising from such use of the Account, the Subscriber shall compensate Intouch Advance for such damage.

3.6 Right of Cancellation

(a) If the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), the Subscriber may cancel an order for 14 days following receipt of order confirmation from Intouch Advance. The right of cancellation is invoked by sending an e-mail with "Cancellation" stated in the subject line to Intouch Advance within the period of 14 days. If the Subscriber intends to make use of the right of cancellation under this section, the Subscriber is also free to use the template in Schedule 2.

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

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 Intouch Advance, or the Subscriber plans to change such information, the Subscriber shall promptly notify Intouch Advance of the change.

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

(c) If the Subscriber does not notify Intouch Advance of any changes required under Section 4.1(a), and Intouch Advance 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 Air Global Service or the System (defined in Section 12.1) under the Agreement. However, only in the case that Air Global Service channel is in "Ready" status in the System, the Subscriber may assign the right to receive the Air Global Service using such channel to third party who holds an Account by prescribed operation via the 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 Intouch Advance first) notifies Intouch Advance pursuant to the procedure specified by Intouch separately, such successor-at-law may succeed

to the right to receive the Air Global Service (limited as specified by Intouch 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) Intouch Advance 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 Intouch Advance'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 Intouch Advance as a party to this Agreement and Intouch Advance 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.

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 Air Global Service by the Subscriber in order to give priority to communications whose content are necessary for the prevention of or relief from calamities, for the securing of transportation, communications or electric power supply, the maintenance of public order or any other public interest.

(b) If SORACOM detects any significant and/or continuous signal or transmission using a communication procedure or application which occupies the communication band used by SORACOM, SORACOM may control the transmission rate and traffic of such signal or transmission by controlling the communication band allocated to such signal or transmission.

(c) Intouch Advance may suspend or limit the use of the Air Global Service by the Subscriber, if:

(i) the Subscriber delays in performing or fails to perform any payment obligation or any other obligation under the Agreement;

(ii) the Subscriber gives a false information to Intouch Advance;

(iii) Intouch Advance deems that the Subscriber violates Section 13.1 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 Air Global 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 (such as continuance of same Session for more than 24 uninterrupted hours) 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 Air Global Service caused by the terminal device;

(v) If SORACOM receives a suspension order for radio wave transmission from a supervisory authority; or

(vi) SORACOM detects security or integrity related events or other similar vulnerabilities critical to the provision of the Air Global Service.

5.3 Suspension of Use of Service

Upon the Subscriber's request, Intouch Advance shall suspend (meaning preventing the Subscriber ID from being temporarily available without diverting such Subscriber ID to a third party) provision of the Air Global Service to such Subscriber, provided that the period of such suspension shall not be longer than 1(one) year, and Intouch Advance shall not bear responsibility to secure, maintain or provide any information (including but not limited to the 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 Air Global Service if:

(i) there are unavoidable reasons requiring maintenance or construction of SORACOM's Telecommunications Facility or system;

(ii) a telecommunication carrier suspends provision of telecommunication services to SORACOM;

(iii) a cloud service provider suspends provision of cloud services to SORACOM; or

(iv) SORACOM changes the Subscriber ID under Section 3.4(b).

(b) If SORACOM suspends the provision of the Air Global Service according to Section 5.4(a), Intouch Advance will notify the subscriber by e-mail in advance except in cases of urgent necessity.

5.5 Discontinuation of Service

If there are unavoidable reasons (including but not limited to technical reasons), Intouch Advance may discontinue provision of the Air Global Service in whole or part.

6. Termination Of This Agreement

6.1 Termination by Subscriber

(a) The Subscriber may terminate this Agreement at any point in time by giving notification to Intouch Advance via email from an authorised account contact. In this case, such termination shall take effect on the date specified by Intouch Advance beforehand or on the date designated by the Subscriber in such notification, whichever is later.

(b) Notwithstanding the preceding paragraph, if the Air Global Service becomes unavailable in accordance with Section 5.1, 5.2, or 5.4, the Subscriber may terminate this Agreement by giving notification to Intouch Advance in accordance with the method described in Section 6.1 (a) above on the date designated by the Subscriber in such notification.

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

6.2 Termination by Intouch Advance

(a) Intouch Advance may terminate the Agreement with a notice of a minimum of end of month plus 30 days.

(b) Notwithstanding Section 6.2 (a), Intouch Advance may terminate the Agreement immediately in the following situations:

(i) Intouch Advance has suspended or restricted use of the Air Global Service to the Subscriber under Section 5.1 (c) and the cause of such suspension or restriction has not been resolved by the Subscriber; or

(ii) If the Air Global Service is discontinued according to Section 5.5 above.

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

7. Responsibility

7.1 Confidentiality

After the Application, Intouch Advance 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 the other party, and shall not use such information except for provision or use of the Air Global Service; provided, however, that Intouch Advance 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 Intouch Advance or the Subscriber. Even if Intouch Advance 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 Air Global Service, the Subscriber shall not act in any way to lose the confidence of

Intouch Advance.

7.3 Notification of Necessary Information

(a) If an event listed in Section 14.5 (ii) through (vi) occurs, the Subscriber shall promptly notify Intouch Advance of such fact in writing.

(b) Intouch Advance may require the Subscriber to submit information necessary for Intouch Advance to determine whether the Subscriber may have failed to make any payment that the Subscriber is responsible to pay in relation to the Air Global Service. In this case, Section 3.2 shall apply mutatis mutandis.

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

(i) suspension or discontinuation of Intouch Advance or SORACOM's telecommunication business;

(ii) cancellation of registration or filing, etc. necessary for SORACOM'S or Intouch Advance's telecommunications business by supervisory authority;

(iii) restriction of the Air Global Service under ARTICLE V;

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

(v) dissolution of SORACOM or Intouch Advance.

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 Air Global Service to third parties as the Subscriber's own service (such third party, the "Subscriber's Customer"). In such case, the Subscriber shall bear all responsibility in relation to such service provided by the Subscriber. The Subscriber is responsible for the Subscriber's Customer's compliance with the term and conditions of the Agreement and any breach of the Agreement by the Subscriber's Customer shall be deemed as a breach by the Subscriber thereof.

8.2 Report of Number of Subscriber's Customer

Upon Intouch Advance's request, the Subscriber shall report to Intouch Advance the number of contracts that the Subscriber has concluded with Subscriber's Customers with respect to any telecommunication service based on the Air Global Service in accordance with the method specified by Intouch Advance.

8.3 Use of Trademark

In the case that the Subscriber provides a telecommunication service to a Subscriber's Customer pursuant to Section 8.1, if the Subscriber desires to use Intouch Advance's trademark, the Subscriber shall obtain Intouch Advance's consent in writing to do so before using Intouch Advance's trademark, and shall comply with any other conditions relating to the use of Intouch Advance's trademark specified by Intouch separately.

8.4 Identity Verification

In the case that the Subscriber provides telecommunication services to any Subscriber's Customers pursuant to Section 8.1, the Subscriber is responsible for performing and shall perform personal identification of Subscriber's Customer. Intouch Advance 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. Intouch Advance 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. Intouch Advance shall not bear any responsibility in relation to dealing with such matters.

9. Transfer Of SIM

9.1 Transfer of SIM

(a) Intouch Advance shall transfer the SIM (it does not matter whether it is a plug-in type or an embedded type) to the Subscriber, and the Subscriber may use such SIM and/or lend such SIM to the Subscriber's Customer. However, the number of SIMs transferred to the Subscriber shall be one SIM per Air Global Service channel.

(b) If there are unavoidable reasons (including but not limited to technical reasons) which impact on the conduct of Intouch Advance's business in such a way that change of the SIM is required, Intouch Advance may change the SIM which Intouch Advance transfers to the Subscriber after notification to the Subscriber that such change is required. In such case, the Subscriber may lend the changed SIM to the Subscriber's Customer at the Subscriber's own responsibility.

(c) The Subscriber shall comply and ensure the Subscriber's Customer complies with the management obligations and any other obligation that the network provider imposes on Intouch Advance with respect to the SIM which Intouch Advance transfers to the Subscriber. The Subscriber shall bear the costs of any and all damages, if any, arising from insufficient management or misuse, etc. by the Subscriber and/or the Subscriber's Customer. Intouch Advance shall not bear any responsibility in relation to such insufficient management or misuse.

9.2 Change of SIM

(a) The Subscriber to whom the SIM is transferred by Intouch Advance shall promptly return the SIM to Intouch Advance at the place and according to the method separately designated by Intouch Advance for replacement of the SIM, if:

(i) Intouch Advance changes the SIM according to Section 9.1(b);or

(ii) Intouch Advance changes the Subscriber ID according to Section 3.4(b).

(b) If the Subscriber does not return the SIM according Section 9.2(a), the Subscriber and the Subscriber's Customer shall not use Air Global Service thereafter.

10. Terminal Device

10.1 Terminal Device

The Subscriber shall use the terminal device 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, and supported by Air Global Service.

11. Telecommunication

11.1 Measurement of Amount of Data

(a) With respect to the Air Global Service, Intouch Advance will charge the Subscriber for the amount of data transmitted between the Subscriber channel and SORACOM, and measure the amount of such data by SORACOM's designee's equipment. If the data (excluding any data separately specified, if any) does not reach the communication recipient (if the data is sent to a mutual connection point, such mutual connection point is deemed as the communication recipient) due to a fault in the communication channel or any grounds not attributable to the sender or recipient, such data shall be excluded from the amount of data measured for determining the amount to be charged. The Subscriber may check the amount of data use via the Subscriber's SORACOM user console (an administrative web application). The Subscriber may monitor the data overages by receiving e-mail notifications and/or downgrading the data speed when the given value is exceeded via the SORACOM user console, or control data use thresholds via the API (application programming interface).

(b) Intouch Advance will measure the number of the SMS communications by using SORACOM's equipment.

(c) Intouch Advance will measure the number of the USSD communications by using SORACOM's equipment.

12. Use Of The System

12.1 Providing the System

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

12.2 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.

12.3 Use Conditions for SORACOM System

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

(b) SORACOM may change the information provided by the SORACOM Site (the "SORACOM Information") and any other contents of the SORACOM Site without prior notification to the Subscriber. If such change is material, as determined by SORACOM, the Subscriber will be notified beforehand.

12.4 Quality and Service

(a) The Subscriber's data speed concerns the capacity the Subscriber has as a user of the SORACOM Air Global Service. This has an influence on how swiftly the Subscriber can access websites, download data, etc. Consequently, the greater the capacity and speed the Subscriber has chosen in the subscription, the faster the access to the Internet will be. The speed and capacity of the connection will be affected by the number of simultaneous users, and how many services and applications that are being used simultaneously. This means that the access to the Air Global Service and related services will be slower, if many users are using the same services at the same time.

(b) Further information about quality and service of the Air Global Service, including delivery times and repair and recovery times, can be retrieved by visiting the FAQ site of the Subscriber's SORACOM user console.

13. Prohibited Acts

13.1 Prohibited Acts

(a) 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) perform any act prohibited by the telecommunication carrier(s);

(iii) perform any act (including but not limited to prohibition of data transmission to another country or prohibition of permanent roaming) prohibited by the applicable laws and regulations in the countries where the Subscriber uses Air Global Services;

(iv) subject the apparatus or system for the Air Global Service to excessive data loads by generating continuous traffic exceeding the limits specified by Intouch Advance separately;

(v) use the Air Global Service for criminal offences such as – but not limited to – 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 Intouch Advance Information;

(vii) reproduce all or part of Intouch Advance Information for the use of third party

(viii) let a third party (excluding Subscriber's Customers) use the System and SORACOM's Information;

(ix) modify or tamper with SORACOM's Information;

(x) use SORACOM's Information for any product or service provided by a third party;

(xi) use SORACOM's 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's Information;

(xiii) attack the storage server of SORACOM's Information by using unauthorised access or a computer virus;

(xiv) reverse engineer, decompile, reverse assemble or otherwise analyse the System; or

(xv) let a third party perform any of the respective acts of the preceding paragraph (xiv).

14. Service Fee

14.1 Service Fee

The service fee for use of the Air Global Service consists of the basic fee, telecommunication fee, additional function fee and any other procedure fees (the "Service Fee"). The rate and the method of calculation of the Service Fee shall be as provided in Schedule 1.

14.2 Payment Obligation

(a) The Subscriber shall bear the obligation to pay the Service Fee to Intouch Advance from the day when Intouch Advance 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 Intouch Advance, the Subscriber shall bear the obligation to pay the fee to Intouch Advance pursuant to Schedule 1 from the day when Intouch Advance starts to provide the Subscriber with such additional service.

(c) After Intouch Advance commences providing the Subscriber with the telecommunication channel pursuant to this Agreement, even if the Subscriber cannot use the Air Global Service, or does not use the Air Global Service according to Section 5.3, 5.4, or 5.1(c), the Subscriber shall bear the obligation to pay the basic fee and additional function fee to Intouch Advance.

14.3 Method of Payment

The Subscriber shall pay the Service Fee and any other fees to be paid to Intouch Advance under this Agreement with credit card (VISA, MasterCard and AMEX (American Express)).

14.4 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 day before the 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). However, if the Subscriber is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), the interest for delayed payment will be calculated in accordance with the applicable and mandatory legislation on interest rates.

14.5 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 Intouch Advance immediately. Unless the following event is resolved, upon request of Intouch Advance, the Subscriber shall immediately perform the above payment obligations.

(i) If Intouch Advance 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 dishonoured;

(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' business occurs.

15. Maintenance

15.1 Repair, Recovery and Service

(a) If the telecommunication equipment or system installed by Intouch Advance breaks down or is lost, Intouch Advance shall arrange repair or replace such equipment or system promptly. Provided, however, that Intouch Advance has no obligation to perform such repair or replacement within 24 hours.

(b) If Intouch Advance repairs or replaces the telecommunication equipment or system installed by Intouch Advance, Intouch Advance may change the Subscriber ID.

(c) If the Subscriber reports an error, and it turns out that there are no mistakes in Intouch Advance's systems or network or service, or the fault lies in the Subscriber equipment or internal networks under, the Subscriber is required to cover Intouch Advance's expenses related to such error detection.

(d) If the Subscriber requires support regarding technical or account/billing related inquiries, the Subscriber may contact Intouch Advance by emailing or calling Intouch Advance directly. Following a Subscriber's enquiry for support, Intouch Advance will attend to such enquiry as soon as possible.

16. Intellectual Property

16.1 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 Air Global Service, the 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 Air Global Service, the 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.

17. Disclaimer Of Warranties

17.1 Disclaimer of Warranties

The subscriber agrees that the air global service, the 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, Intouch Advance disclaims all representations and warranties, whether express or implied, with respect to the air global service, the 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.

18. Indemnification

18.1 Indemnification

Intouch Advance 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.

18.2 Limitation of Liability

(a) If the Air Global Service, the 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 Air Global Service becomes completely unavailable due to a cause imputable to SORACOM for a period of 24 hours or longer (the "Unavailable Time") commencing from the time when SORACOM recognises the Air Global Service has reached such status, upon the Subscriber's request, Intouch Advance 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, Intouch Advance deems that such Subscriber waives the right to request such reduction.

(c) In any case where Intouch Advance is liable to compensate the Subscriber for damage, Intouch Advance'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 or Intouch Advance 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 Air Global Service becomes unavailable due to a cause imputable to telecommunication carrier or cloud provider, Intouch Advance 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) Intouch Advance shall not bear any responsibility for lost profits arising out of the use of the Air Global Service, costs incurred in relation to repair of any fault, request to repair any fault, or dealing with any inquiry in relation to any fault in the Air Global Service, or any complaints from the Subscriber's Customer or any other third party. The Subscriber shall not in any circumstance claim such lost profits or costs against Intouch Advance.

(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. Intouch Advance shall not bear any responsibility for damages arising from such alteration or loss, provided, that, this shall not apply to any damage arising from Intouch Advance's wilful misconduct or gross negligence.

19. Processing Of Personal Data

(a) Intouch Advance 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 this service and other purposes such as billing.

(b) By entering into this Agreement with Intouch Advance you explicitly consent to Intouch Advance processing personal data about you.

(c) When providing the Air Global Service as a communications services provider, Intouch Advance 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.

(d) Intouch Advance may disclose Traffic Data: (i) if required by applicable law, court order, or any other statutory or supervisory authority; or (ii) to Intouch Advance affiliates or third parties that are lawfully sub-processing the Traffic Data in order for Intouch Advance to deliver the services. Intouch Advance will anonymize or delete Traffic Data when Intouch Advance no longer requires it for the purposes set forth in Article 19(c).

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

20. Miscellaneous

20.1 Posting this Agreement

Intouch Advance will post the latest General Terms on Intouch Advance's website.

20.2 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 labour dispute, flood, war, riots, earthquake, natural disaster, breakdown of public common carrier or communications facilities; computer malfunction.

20.3 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 Intouch Advance 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.

20.4 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.

Schedule 1 - Service Fee

General Provisions

All pricing is aligned with the proposal from the company that is signed off and accepted by email or signed by the respective companies. The same sets out and documents the price and associated services and any commitments that have been agreed.

Schedule 2

Country-specific provisions for certain jurisdiction

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

Denmark

The following Section is added as a new Section 17.1 (b) to section 17.1 (Disclaimer of Warranties). The provisions of this Section 17.1 (b) prevails over those of Section 17.1 (a):

> (b) Section 17.1 (a) does not apply to Subscribers that are consumers (i.e. a natural person acting for purposes outside of his/her trade or profession), as the rules of breach of contract found in the Danish Sale of Goods Act apply.

The following Sections are added as a new Sections 20.5 (b) and 20.5 (c) to section 20.5 (Dispute Resolution). The provisions of these Sections 20.5 (b) and 20.5 (c) prevail over those of Section 20.5 (a):

> (b) Section 20.5 (a) does not apply, if the Subscriber is a consumer (i.e. a natural person acting for the purpose outside of his/her trade or profession), as the Subscriber may choose to file a complaint with Intouch Advance via e-mail with "COMPLAINT" stated in the subject line, if a dispute between the Subscriber and Intouch Advance arises out of the Agreement. Intouch Advance will as a general rule make a decision within 3 months from the date the complaint was filed.
>
> (c) Notwithstanding Section 20.5 (b), a Subscriber, who is a consumer (i.e. a natural person acting for purposes outside of his/her trade or profession), may also choose to file a complaint with the Danish Telecommunications Complaint Board, Axeltorv 6, 3rd floor to the right, 1609 Copenhagen, Denmark (mail: teleanke@teleanke.dk, website www.teleanke.dk), if a dispute between the Subscriber and Intouch Advance arises out of the Agreement.