

SALE OF GOODS

TERMS AND CONDITIONS

LAST UPDATED: 2023-10-18

ARTICLE 1

GENERAL PROVISIONS

1.1 Applicability

- (A) These sale of goods terms and conditions (“**SoG T&Cs**”) are an agreement between you or the Person you represent (“**Customer**” or “**you**”) and the Soracom Contracting Party (“**Soracom**” or “**we**”) and govern the purchase of all Products.
- (B) You represent that you are lawfully able to enter into contracts and that, if you are entering into these SoG T&Cs on behalf of another Person, you have legal authority to bind that Person.
- (C) These SoG T&Cs take effect separately for each Purchase Order, effective as of the date that you submit the Purchase Order (“**Effective Date**”). These SoG T&Cs govern your purchase of our Products, but your use of our products and services will be governed by the applicable terms and conditions for each as updated on the Soracom Website by us from time to time.
- (D) In addition to these SoG T&Cs, you agree that you have read, understood, and agreed to the Policies, Purchase Order Terms, all applicable Product-Specific Terms, and the Glossary, which together form the full agreement between the Parties for the applicable Purchase Order (“**Agreement**”).
- (E) Where there is a conflict in the terms of this Agreement, precedence will be given in the following order (highest to lowest):

- (i) Product-Specific Terms
- (ii) SoG T&Cs
- (iii) Policies
- (iv) Glossary
- (v) Purchase Order Terms

1.2 Updates

- (A) We may update any part of the Agreement from time to time in our sole discretion. The most up-to-date version for each component of the Agreement will be maintained on the Soracom Website or such other location or method as we may designate from time to time. Any purchase by you of Products after such updates will act as acceptance by you of the updated Agreement.

1.3 Definitions & Interpretations

(A) For the purposes of these SoG T&Cs, all capitalized terms have the meanings set forth in the Glossary, unless otherwise defined herein. The following terms will have the meanings set forth below:

“Acceptance Date” – the date on which you notify us in writing of your acceptance of the Products covered by such notice or, where no such notice has been sent, the last date of the Inspection Period for any Products not returned or for which you have not filed a Claim or sent other notice of rejection or non-compliance.

“Delivery Point” – the destination designated by you in the Purchase Order where you agree to receive the Products.

“Governing Laws” and **“Arbitration Rules”** – the laws and arbitration rules applicable to this Agreement, as determined by the Soracom Contracting Party and provided in the table in Annex 2 (Governing Laws & Arbitration Rules).

“Non-Conforming Goods” – any Products or portions thereof that violate this Agreement in design, manufacturing, delivery, or otherwise or that breach any warranty by Soracom. This does not apply to damage caused after the Transfer of Title, such as from improper storage or mishandling, or to cosmetic defects.

“Party” – either Customer or Soracom.

“Product-Specific Terms” – additional terms that apply to specific Products and which are provided on the Soracom Website.

“Products” – any physical goods, as well as accompanying software, sold by us.

“Purchase Order” – the order placed by you for the Products.

“Purchase Order Terms” – terms and conditions stated in a Purchase Order.

“Soracom Contracting Party” – the Soracom legal entity identified in the table in Annex 1 (Soracom Contracting Party), based on your Account Country as of the Effective Date.

“Transfer of Title” – when title to the Products transfers from us to you.

(B) The headings to the Articles and Sections of these SoG T&Cs are for ease of reference only and will not affect the interpretation or construction of these SoG T&Cs. A list of item(s) following the word “including”, “such as”, or other words of inclusion are provided for illustrative purposes only and will not be considered a complete or exhaustive list. Unless expressly stated or required otherwise by context, references to one gender include all genders and references to the singular include the plural and vice versa.

ARTICLE 2 PURCHASE ORDERS

2.1 Compliance

(A) You agree to use, and to ensure that Subsequent Users use, the Products in accordance with this Agreement and all Applicable Laws, including but not limited to adding similar provisions in your contracts with third parties.

(B) Each Party will provide the other Party with all information and support reasonably requested by such other Party to fulfill its obligations under this Agreement and to comply with Applicable Laws.

(C) You will promptly notify us and provide all necessary information if a claim related to the Products, such as a claim for defects, is received by or a lawsuit is filed against you.

2.2 Purchase Order

(A) Purchase Orders may only be submitted via the Soracom User Console, unless explicitly provided otherwise by us in writing.

(B) Prior to placing a Purchase Order, you will ensure that all Account Information is complete and accurate. If you discover an error or your Account Information changes, you will promptly notify us in writing of such error or changes. You accept full responsibility for the accuracy of your Account Information and waive any claim against us in tort or otherwise for our reliance on your then-current Account Information, including but not limited to improperly addressed notices, invoices, or shipments.

(C) We may accept or reject your Purchase Order in our sole discretion. If we have not accepted your Purchase Order within ten (10) Business Days of the Effective Date and do not notify you in writing of an extension, your Purchase Order will automatically be rejected. You may resubmit a rejected Purchase Order.

(D) You hereby acknowledge and agree that the Product information provided on the Soracom Website is for reference only and is subject to change without notice. We do not guarantee its accuracy or suitability to your needs and strongly recommend that you inquire about the Products before placing a Purchase Order.

ARTICLE 3

DELIVERY AND TITLE

3.1 Delivery

(A) We reserve the right to split or group Purchase Orders together and to fulfill Purchase Orders in single or multiple partial shipments, which you agree will not be considered Non-Conforming Goods.

(B) All dates provided by us regarding delivery and shipment of Products are estimates only, are not legally binding, and do not represent fixed or guaranteed dates.

(C) If we reasonably suspect that you have or are likely to commit a material breach of this Agreement, we may delay or cancel your Purchase Order in whole or in part.

(D) Within five (5) Business Days after taking possession of the Products at the Delivery Point and upon written request by us, you will provide us a proof of delivery receipt (“**Delivery Receipt Notification**”) in a form that is reasonably satisfactory to us, to evidence that the referenced delivery has been acknowledged by you. This Delivery Receipt Notification shall not act as an acceptance of the delivery, a waiver of any warranty, or have any effect other than to notify us that you have received the referenced delivery.

3.2 Risk and Transfer of Title

(A) All deliveries are **EXW (Ex Works, Incoterms 2020)** to our warehouse. Unless explicitly stated otherwise, we will arrange for transportation of the Products to the Delivery Point, provided that you remain solely liable for all risks, costs, and customs requirements according to the EXW terms.

(B) Transfer of Title occurs once the Products have been loaded for transportation.

(C) Notwithstanding anything to the contrary in the EXW terms, you will cooperate with us as we reasonably require in order to fulfill our various obligations and to comply with Applicable Laws, including without limitation providing paperwork required for export and import of the Products.

(D) If you fail to retrieve the Products within one (1) day of their being made available to you at the Delivery Point, we may move the Products and store them separately and charge you for storage, handling, and all other costs we incur as a result of your delay. You will remain solely liable for any damages caused by such transport or storage.

3.3 Inspection and Approval

(A) We acknowledge that a complete inspection of the Products cannot be made at the moment of delivery and agree that, by taking delivery of the Products, you are not agreeing that their delivery constitutes satisfactory performance of this Agreement and do not waive or relinquish any rights that you may have against us for failure to discharge our obligations under this Agreement.

(B) You or your representative have the right to inspect and test the Products within fourteen (14) days from the Transfer of Title (“**Inspection Period**”) in order to determine whether there are any Non-Conforming Goods in the shipment. Nevertheless, the Parties agree that if no notification is sent by you justifying the non-acceptance of the Products within the Inspection Period, you will be deemed to have tacitly accepted and approved the Products.

(C) Passing of property shall not prejudice your right to reject the Products in accordance with the terms of this Agreement.

3.4 Non-Conforming Goods

(A) If you notify us within the Inspection Period of any Non-Conforming Goods (“**Claim**”), we will in our sole discretion repair, replace, or refund the Non-Conforming Goods at our expense (“**Corrective Action**”).

(B) You will follow our reasonable instructions relating to the return or disposal of Non-Conforming Goods, and we will make a best effort attempt to coordinate with you and take reasonable precautions to ensure that no Corrective Action unnecessarily interferes with the operation or use of your services.

(C) If we determine upon further investigation that all or any part of the Products included in the Claim did not breach this Agreement (“**Conforming Goods**”), then we may charge you for reasonable shipping, handling, and other processing costs we incur in taking Corrective Actions related to the Conforming Goods.

ARTICLE 4 PAYMENTS AND TAXES

4.1 Pricing

(A) Unless stated otherwise, all prices are exclusive of shipping and handling fees.

(B) Despite our best efforts, we cannot guarantee the accuracy of all prices listed on the Soracom Website until you complete your Purchase Order. If for any reason the price listed on your Purchase Order is higher than the actual price, you agree that we may fulfill the Purchase Order without further notice to you and will charge you the lower price.

4.2 Payment

(A) Unless otherwise stated, payment must be made in the currency invoiced and is due within thirty (30) days of the date of the invoice as specified therein. Notwithstanding the foregoing, we reserve the right to charge all fees for a Purchase Order upfront.

(B) All payments due hereunder will be paid as provided in the invoice using one of the payment methods we support. Payments must be made without offset, withholding, counterclaim, or any other reduction of any kind. If the payment method selected includes additional fees, such as transfer fees or conversion fees, you will be solely responsible for and bear any costs related to the payment so that the final amount received by us is the amount due under the invoice. You will also be liable for any chargebacks or other penalties or fees incurred by us in processing your payment.

(C) We may elect to charge you a daily prorated interest at the rate of 25% per annum (or the highest rate permitted by Applicable Laws, if less) on all late payments. If we incur collection costs or institute a suit to collect any amount due and payable, you agree to pay such additional collection costs, charges, and expenses, including attorney's fees if the account is placed in the hands of an attorney or an agency for collection.

(D) We reserve the right to offer as credit toward the Purchase Order any amounts owed by us to you, regardless of whether such amounts relate to this Agreement.

4.3 Taxes

(A) Unless stated otherwise in this Agreement or required by Applicable Laws, all payments and monetary calculations are exclusive of tax and are based on pre-tax amounts.

(B) You agree to pay any tariffs, duties, or taxes imposed or levied in accordance with relevant legislation in force at the relevant tax point. You agree that all taxes, duties, levies, VAT, or similar regulatory imposts which are required by law to be paid with respect to any sums payable under this Agreement are your sole responsibility. In the event that we are required to levy taxes ourselves, we will charge and you will pay such taxes in addition to any other payments due.

(C) You agree to fulfill all regulatory reporting, filing, and other obligations in relation to payments made under this Agreement, and you will be solely responsible for all penalties resulting from your failure to do so.

4.4 Tax Exemptions

(A) To request tax-exempt status for your Purchase Order or Soracom Account, you must provide us with a valid tax exemption certificate or other equivalent documentation for the relevant jurisdiction. You are responsible for updating such documentation so it is accurate at all times.

(B) In certain jurisdictions, you may only be permitted to use your tax-exempt account to purchase Soracom Resources that are eligible for tax exemption. If you do not use the Products for the purpose for which your tax exemption applies, you are responsible for reporting and paying sales and use taxes (or other applicable taxes) for that usage directly to the relevant tax authorities to the extent required by law.

(C) We may, in our sole discretion, reject your request for tax-exempt status or revoke the tax-exempt status of your account at any time.

ARTICLE 5 PROHIBITED ACTS

5.1 Generally

- (A) Without limiting any other provision of this Agreement, you are specifically prohibited from the act or attempt of performing, assisting in, or encouraging the following (“**Prohibited Acts**”):
- (i) Placing a Purchase Order without the intention of acquiring Products;
 - (ii) Returning or Refusing to receive Products without rightful grounds;
 - (iii) Engaging in economically empty transactions (round-tripping) such as self-dealings, internal dealings within related parties, or fictitious dealings;
 - (iv) Infringement of Soracom’s IP Rights or the IP Rights of third parties; or
 - (v) Misusing, accessing without authorization, causing harm, committing fraud, or otherwise improperly using (or using for improper purposes) the products, services, or systems of Soracom or its Affiliates, or their licensors, customers, or partners.
- (B) Any breach of the Prohibited Acts will be considered a material breach of this Agreement.

ARTICLE 6 TERM AND TERMINATION

6.1 Term

- (A) The term of this Agreement will commence on the Effective Date and will remain in effect until terminated as provided herein (such date the “**Termination Date**”).
- (B) For the avoidance of doubt, our rejection of your Purchase Order will not act as a termination of these SoG T&Cs.

6.2 Termination

- (A) We may terminate this Agreement in whole or in part immediately upon notice to you where we reasonably believe that any of the following has or is likely to occur:
- (i) you receive a disposition of cancellation or suspension of trade activities from the regulatory authorities applicable to either Party under this Agreement;
 - (ii) you are subject to an Insolvency Threat;
 - (iii) you commit a Prohibited Act;
 - (iv) you cause serious harm or damage to us, our Affiliates, or a third party;
 - (v) a Force Majeure Event prevents us from fulfilling our obligations under this Agreement; or
 - (vi) termination is required to comply with Applicable Laws or requests of governmental entities.

(B) You must notify us in writing immediately upon learning that you are or are likely to be subject to an Insolvency Threat or to be in breach of any material term of this Agreement.

(C) Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of thirty (30) days from receipt of notice by the other Party, such notice to specify the nature of the breach.

6.3 Effect of Termination

(A) Upon termination of this Agreement, you remain responsible for all charges incurred prior to termination, as well as any additional storage, shipping, processing, or other charges related to the Products incurred thereafter, if applicable. Furthermore, all payments will immediately become due and payable.

(B) Upon termination of this Agreement, we may in our sole discretion cancel the Purchase Order and, if the Products have already shipped, require you to dispose of or return all or part of the Products (“**Canceled Products**”). In such cases we will refund any amounts already paid by you for the Canceled Products, less the cost of shipping where the cause of termination is attributable to you.

(C) The rights and obligations of the Parties which by their sense and context are intended to survive any termination or expiration of this Agreement will so survive, including but not limited to Articles 4 (Payment And Taxes), 7 (Intellectual Property), 8 (Confidential Information), 9 (Indemnification), 10 (Limitation of Liability), 11 (Disclaimers And Warranties), and 12 (Miscellaneous).

ARTICLE 7 INTELLECTUAL PROPERTY

7.1 Licensing

(A) Except as expressly provided in this Article, neither Party obtains any rights or interest in the IP Rights to the products, services, or other Intellectual Property of the other Party or its Affiliates or licensors.

7.2 Restrictions

(A) Neither you nor any Subsequent User will use the Products in any manner or for any purpose other than as expressly permitted by this Agreement.

(B) Neither you nor any Subsequent User will, or will attempt to,

(i) reverse engineer, disassemble, or decompile the Products or apply any other process or procedure to derive the source code of any software included in the Products (except to the extent Applicable Laws do not allow this restriction);

(ii) access or use the Products in a way intended to avoid incurring fees or exceeding usage limits or quotas; or

(iii) resell the Products, except as contemplated by this Agreement.

(C) The Soracom Trademark Guidelines apply to your use of our IP Marks.

(D) Except as expressly permitted by this Agreement, you will not imply any relationship or affiliation between us and you, and in all cases you will not misrepresent or embellish the relationship between us and

you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors).

ARTICLE 8

CONFIDENTIAL INFORMATION

8.1 Non-Disclosure

(A) The Parties may use Confidential Information only in connection with and as permitted under this Agreement. Neither Party will disclose Confidential Information to any third party for a period of three (3) years from the Effective Date (“**Confidentiality Term**”). Notwithstanding the foregoing, each Party may disclose Confidential Information to its Staff Members and Affiliates as required to perform its obligations under this Agreement, provided that such Staff Members and Affiliates are under an obligation of confidentiality no less restrictive than that provided in this Agreement.

(B) Each Party will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of Confidential Information, including at a minimum those measures it takes to protect its own confidential information of a similar nature.

(C) Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by a court or other government body of competent jurisdiction, provided that prior to any such disclosure the Receiving Party will, to the extent permitted by law, use all reasonable endeavors to give the Disclosing Party as much notice of this disclosure as possible and will take into account the reasonable requests of the Disclosing Party in relation to the content of any such disclosure.

(D) The Parties acknowledge that the fulfillment of Purchase Orders requires various information to be shared with relevant third parties. Therefore, you hereby agree and authorize us to share Confidential Information with relevant third parties as we reasonably deem necessary in order to fulfill our obligations under this Agreement, including but not limited to disclosing Account Information related to your Purchase Order to import or export authorities and shipping companies.

ARTICLE 9

INDEMNIFICATION

9.1 Applicability

(A) Each Party (“**Indemnitor**”) will defend, indemnify, and hold harmless (“**Indemnify**”) the other Party, its Affiliates, and its licensors, as well as the respective Staff Members of each, (“**Indemnitees**”) from and against any Losses arising out of or relating to any third-party claim as provided in this Article.

(B) Soracom will Indemnify you where the claim arises from our breach of this Agreement.

(C) You will Indemnify us where the claim arises from

- (i) breach of this Agreement or violation of Applicable Laws by you or your Subsequent Users;
- (ii) your or any Subsequent Users’ use of the Products (including any activities under your control);
- (iii) a dispute between you and any Subsequent User; or

- (iv) a claim related to other goods or services ancillary to or incorporating the Products (“**Composite Goods**”), provided that the Products are
 - (a) not the defective part of the Composite Goods; or
 - (b) only rendered defective by acts, omissions, or instructions or warnings by you or third parties or by being combined with an incompatible or defective component.

(D) The Indemnitor will reimburse the Indemnitees for reasonable attorneys’ fees, as well as their employees’ and contractors’ time and materials spent responding to any third-party subpoena or other compulsory legal order or process associated with third-party claims described in this Article at the Indemnitees’ then-current hourly rates.

9.2 Procedures

- (A) The obligations under this Article will apply only if the Indemnitees:
 - (i) give the Indemnitor prompt written notice of the claim;
 - (ii) permit the Indemnitor to control the defense and settlement of the claim; and
 - (iii) reasonably cooperate with the Indemnitor (at the Indemnitor’s expense) in the defense and settlement of the claim.
- (B) In no event will the Indemnitees agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the Indemnitor.

ARTICLE 10

LIMITATION OF LIABILITY

10.1 LIMITATIONS

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS AND EXCEPT ONLY AS EXPLICITLY STATED OTHERWISE IN THIS AGREEMENT, WE AND OUR AFFILIATES AND LICENSORS WILL NOT BE LIABLE TO YOU FOR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION COMPENSATORY, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (“**LIMITATION OF LIABILITY**”). FOR THE AVOIDANCE OF DOUBT, THIS LIMITATION OF LIABILITY ALSO INCLUDES ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

- (i) YOUR INABILITY TO USE THE PRODUCTS, INCLUDING AS A RESULT OF ANY
 - (a) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE PRODUCTS; OR
 - (b) OUR DISCONTINUATION OF ANY OR ALL OF THE PRODUCTS;
- (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES;
- (iii) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE PRODUCTS; OR

(iv) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY DATA.

(B) IN ANY CASE, INCLUDING FOR PAYMENT OBLIGATIONS RELATED TO INDEMNIFICATION, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE PURCHASE ORDER THAT GAVE RISE TO THE CLAIM OR THE MINIMUM AMOUNT REQUIRED BY APPLICABLE LAWS, WHICHEVER IS GREATER.

ARTICLE 11

DISCLAIMERS AND WARRANTIES

11.1 DISCLAIMERS & WARRANTIES

(A) THE SORACOM RESOURCES ARE PROVIDED “AS-IS.”

(B) WE AND OUR AFFILIATES AND LICENSORS

(i) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) REGARDING THE PRODUCTS; AND

(ii) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES

(a) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT;

(b) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE;

(c) THAT THE PRODUCTS WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS; AND

(d) THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

ARTICLE 12

MISCELLANEOUS

12.1 Software Updates

(A) If the Products incorporate software, the version of the software is subject to change or update without notice to you.

12.2 Assignment

(A) You may not assign, provide as collateral, or otherwise transfer this Agreement or any part hereof without our prior written consent. Any assignment or transfer without such consent will be null and void.

(B) We may assign this Agreement without your consent

(i) in connection with a merger, acquisition, or sale of all or substantially all of our assets, or

(ii) to any Affiliate or as part of a corporate reorganization;

and effective upon such assignment, the assignee is deemed substituted for the Soracom Contracting Party as a Party to this Agreement and the Soracom Contracting Party is fully released from all of its obligations and duties to perform under this Agreement.

(C) 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.

12.3 Entire Agreement (Merger Clause)

(A) This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding such subject matter.

(B) We will not be bound by and specifically object to any terms that are different from or in addition to the terms of this Agreement (whether or not they would materially alter this Agreement), including for example any terms submitted by you in an order, receipt, acceptance, confirmation, correspondence, or other document.

12.4 Severability

(A) All provisions of this Agreement are to be construed in accordance with and apply to the maximum extent permissible by Applicable Laws. If any provision is held to be invalid or unenforceable, that invalid or unenforceable provision will be reformed so that it will be valid and enforceable while remaining as close as possible to the original intent of the Parties as of the Effective Date. If such construction is not possible, the invalid or unenforceable provision will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

12.5 No Waivers

(A) The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.

12.6 Force Majeure

(A) We and our Affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from a Force Majeure Event.

12.7 Governing Law & Arbitration

(A) This Agreement will be governed by and construed in accordance with the Governing Laws, without reference to conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

(B) All disputes arising out of or in connection with this Agreement will be adjudicated in accordance with the Arbitration Rules, which are deemed to be incorporated by reference into this clause, and you consent to the exclusive jurisdiction and venue as provided therein. Prior to initiating arbitration, the claimant must provide written notice to the other Party as provided in this Agreement.

(C) The Parties agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, the Parties waive any right to a jury trial. Notwithstanding the foregoing, the Parties agree that either Party may bring suit in court to enjoin infringement or other misuse of IP Rights.

(D) The existence of and all information relating to any dispute, including the arbitral proceedings and results thereof, are considered Confidential Information and may not be disclosed by either Party.

12.8 Trade Compliance

(A) In connection with this Agreement, each Party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner or region in which you choose to use or incorporate the Products. You represent and warrant that you and your financial institutions, or any party that owns or controls you or your financial institutions, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

(B) We will not provide any export-related documents. However, even if we do provide any such documents, we do not guarantee the accuracy, completeness, and reliability of the content of such documents.

12.9 Independent Contractors / Non-Exclusive Rights

(A) The Parties are independent contractors, and each remains solely responsible for its own Staff Members. This Agreement does not establish a partnership, joint venture, agency, or employment relationship between the Parties, and neither has the authority to make commitments or obligations on behalf of the other without prior written consent.

(B) This Agreement does not establish an exclusive relationship between the Parties, and each Party retains the right to engage in similar agreements with other Persons without restriction, unless otherwise expressly stated in this Agreement.

12.10 No Third-Party Beneficiary

(A) This Agreement is intended solely for the benefit of the Parties. Except as explicitly stated herein, this Agreement does not confer any right or benefit upon any third party, including without limitation a right, remedy, or claim under this Agreement in either equity or law.

12.11 Language

(A) All communication relating to this Agreement, including notices, will be in English. Regardless of whether we provide a translation of this Agreement in another language, the English version will control in all cases.

12.12 Notice

(A) We may provide any notice to you under this Agreement by posting a notice on the Soracom Website or Soracom User Console, sending an email to the address then associated with your Soracom Account, or sending a letter by personal delivery, overnight courier, or registered or certified mail. It is your responsibility to keep your Account Information current. You will be deemed to have received any email sent to the email address associated with your Account Information when we send the email, whether or not you actually receive the email.

(B) You may provide notice to us under this Agreement only by sending a support ticket through the Soracom User Console or a letter by personal delivery, overnight courier, or registered or certified mail to the mailing address listed for the applicable Soracom Contracting Party. All notices will be addressed to **“Soracom Legal Team”**.

(C) Notices we provide by posting on the Soracom Website will be effective upon posting and notices we provide by email will be effective when we send the email. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one (1) Business Day after they are sent. Notices provided by registered or certified mail will be effective five (5) Business Days after they are sent.

ANNEX-1

SORACOM CONTRACTING PARTY

Soracom Contracting Party	Account Country	Soracom Mailing Address
Soracom Global, Inc.	USA or Canada	<i>800 Bellevue Way NE, 5th Floor Bellevue, WA 98004, USA</i>
Soracom Corporation, Ltd.	All other countries (excluding Japan*)	<i>16 Great Queen Street, Covent Garden, London, United Kingdom, WC2B 5AH</i>

* This Agreement is not effective where the Account Country is Japan. Instead, [the Japanese version of this Agreement](#) as provided on the Soracom Website from time to time will be applicable.

ANNEX-2

GOVERNING LAWS & ARBITRATION RULES

Soracom Contracting Party	Governing Law	Arbitration Rules
Soracom Global, Inc.	The laws of the State of Washington	Rules of Arbitration of the International Chamber of Commerce (“ICC”)*
Soracom Corporation, Ltd.	The laws of England and Wales	London Court of International Arbitration Rules (“LCIA”)**

* For arbitration under the ICC, the number of arbitrators will be three (3) and the seat or legal place of arbitration will be Seattle, Washington. The language to be used for the arbitral proceedings will be English.

** For arbitration under the LCIA, the number of arbitrators will be three (3) and the seat or legal place of arbitration will be London, UK. The language to be used for the arbitral proceedings will be English.