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General Terms and Conditions for SORACOM Flux

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 Flux by customers outside the USA and Canada. SORACOM CORPORATION, LTD, having its registered office at 16 Great Queen Street, Covent Garden, London, United Kingdom, will provide SORACOM Flux to you according to SORACOM Flux service agreement concluded under the General Terms (such agreement, the “**Agreement**”). SORACOM GLOBAL, Inc. will hereinafter be referred to as “**SORACOM**.”

1.2 Change of General Terms

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

“**Affiliate**” – any natural person or legal entity, including businesses, governments, and other entities, directly or indirectly controlling, controlled by, or under common control with another such person or entity. For the purpose of this definition, “control” means the power to manage or direct the affairs of such person or entity in question, whether by ownership of voting securities, by contract, or otherwise.

“**Telecommunications Facility**” shall mean the machine, equipment, transmission path or other electrical facilities for telecommunication.

ARTICLE 2. SERVICE

2.1 Service Description

SORACOM Flux enables low-code development of IoT applications that combine actions, including analysis and decision making by generative AI, based on data transmitted from terminal devices and other data from various sources. Specific details of SORACOM Flux 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 Flux.

The Subscriber shall be solely responsible for its own data source. SORACOM will not be liable for any errors, delays, or other issues that arise in relation to the data source utilized.

2.2 Service Area

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

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

(c) In the event that any Restriction, or any change in applicable law, regulation, decision, rule or order materially or adversely affects the delivery of SORACOM Flux (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 SORACOM Flux (each such applicant, an “**Applicant**”) shall apply for SORACOM Flux online 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 SORACOM Flux. 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 SORACOM Flux 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 SORACOM Flux to the Applicant carries an undue risk of harm to the intellectual property rights, property rights and other rights of SORACOM or a third party;
 - (iv) the Applicant damages the relationship of mutual trust between the Applicant and SORACOM, or the Applicant or representative thereof is an Anti-Social Force (defined in Section 17.3) ;

- (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 SORACOM Flux 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 SORACOM Flux.

(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 SORACOM Flux (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 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 service of SORACOM Flux or the SORACOM System (defined in Section 9.1) under the Agreement except as otherwise permitted in advance by SORACOM in writing.

(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 service of SORACOM Flux 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 SORACOM Flux 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 SORACOM Flux 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 (Prohibited Acts) below;
- (iv) the Subscriber falls under any of the items of Section 3.2 (Acceptance of Application);
- (v) the credit card account designated by the Subscriber is invalid, unavailable or cannot be used or recognized; or
- (vi) SORACOM reasonably determines it necessary to protect the integrity of its systems or customer data, including but not limited to instances of data breach.

5.2 Suspension of Service

(a) SORACOM may suspend provision of SORACOM Flux if:

- (i) there are unavoidable reasons requiring maintenance or construction of SORACOM's Telecommunications Facility or system;
- (ii) a cloud service provider or an electronic communication service provider (collectively, the "**Backbone Service Providers**") suspends provision of their services to SORACOM;
- (iii) SORACOM changes the Subscriber ID under Section 3.4(b); or
- (iv) SORACOM detects security or integrity related events or other similar vulnerabilities critical to the provision of the SORACOM Flux.

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

5.3 Discontinuation of Service

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

**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 SORACOM Flux becomes unavailable in accordance with Section 5.1 (Use Restriction) or 5.2 (Suspension of Service), 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 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 SORACOM Flux to the Subscriber under Section 5.1 (Use Restriction) and the cause of such suspension or restriction has not been resolved by the Subscriber;
- (ii) any of the items of Section 5.1 (Use Restriction) apply and SORACOM deems such fact seriously impedes performance of SORACOM's business; or
- (iii) a Backbone Service Provider terminates the agreement between SORACOM and the Backbone Service Provider regarding the provision to SORACOM of their services.

(b) If SORACOM Flux is discontinued according to Section 5.3 , 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 charge any differential amount.

**ARTICLE 7.
RESPONSIBILITY**

7.1 Confidentiality

(a) 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 ("Confidential Information"), and shall not use Confidential Information except for provision or use of SORACOM Flux.

(b) Notwithstanding Section 7.1(a), 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.

(c) Notwithstanding Section 7.1 (a), the Subscriber agrees that SORACOM may disclose Subscriber's Confidential Information without prior consent of the Subscriber, to SORACOM's Affiliates for the purpose of provisioning SORACOM Flux, strictly on a need to know basis.

(d) 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 SORACOM Flux, the Subscriber shall not act in any way to lose the confidence of SORACOM.

7.3 Notification of Unauthorized Access

If the Subscriber becomes aware of a security risk or other vulnerability in which data may be accessed by an unauthorized third party, regardless of whether the data belongs to the Subscriber's SORACOM Account, the Subscriber will notify us as promptly as reasonably possible but in no event later than within forty-eight (48) hours from the time the Subscriber is first made aware of such vulnerability.

7.4 Notification of Necessary Information

(a) If an event listed in Section 12.4 (Acceleration) paragraph (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 SORACOM Flux. In this case, Section 3.2(a) shall apply *mutatis mutandis*.

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

- (i) suspension or discontinuation of SORACOM's telecommunication business;
- (ii) cancellation of registration or filing, etc. necessary for SORACOM's telecommunications business by supervisory authority;
- (iii) change, extension or removal of the Telecommunications Facility which may affect the condition of SORACOM Flux; or
- (iv) dissolution of SORACOM.

ARTICLE 8. PROVISION BY SUBSCRIBER

8.1 Precondition of Provision

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 services based on SORACOM Flux to third parties as the Subscriber's own service (such third party, the "**Subscriber's Customer**", and such service, the "**Subscriber's Service**"). In such case, the Subscriber shall bear all responsibility in relation to Subscriber's Service. 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. The Subscriber shall obtain and hold all necessary permits and authorizations to provide Subscriber's Service and comply with all applicable laws and regulations.

8.2 Use of Trademark

In the case that the Subscriber provides the Subscriber's 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.

8.3 Explanation of Service Condition

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

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

ARTICLE 9. USE OF SORACOM SYSTEM

9.1 Providing SORACOM System

SORACOM shall provide the Subscriber with a console system (the "**SORACOM System**") for SORACOM Flux through the SORACOM website (the "**SORACOM Site**").

9.2 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.

9.3 Use Conditions for SORACOM System

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

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

ARTICLE 10. GENERATIVE AI SERVICES

(a) SORACOM Flux is leveraging generative AI services (the “**AI Services**”). In using SORACOM Flux, the Subscriber shall comply with the obligations set forth by the providers of the AI Services (collectively, the “**AI Providers**”) in the terms and conditions for the AI services (such terms and conditions, the “**AI Providers’ T&Cs**”), and shall also be subject to the restrictions that should be imposed on end users therein. AI Providers’ T&Cs includes, but is not limited to, the following:

- (i) Azure OpenAI Service (by Microsoft)
 - [Microsoft Online Subscription Agreement](#)
 - [Supplemental Terms of Use for Microsoft Azure Previews](#)
 - [Product Terms for Online Services](#)
 - [Product Terms for Microsoft Azure](#)
 - [Code of conduct for Azure OpenAI Services](#)
 - [Customer Copyright Commitment Required Mitigations](#)
- (ii) Amazon Bedrock
 - [Legal](#)
 - [AWS Responsible AI Policy](#)
- (iii) Gemini (by Google)
 - [Google APIs Terms of Service](#)
 - [Gemini API Additional Terms of Service](#)
 - [Gemini for Google Cloud and responsible AI](#)

(b) For the avoidance of doubt, SORACOM will not grant Subscriber the status or rights of "Customer" or “You” (i.e., a party in a direct contractual relationship with AI Providers) under the AI Providers’ T&Cs. SORACOM will not guarantee that such status or rights will be granted to Subscriber by AI Providers, either.

(c) If the provisions of this Agreement conflict with the AI Providers’ T&Cs, the provisions of this Agreement shall prevail.

(d) The Subscriber agrees to the following:

- (i) Subscriber may not use the AI Services and SORACOM Flux to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models.
- (ii) Subscriber may not use web scraping, web harvesting, or web data extraction methods to extract data from the AI Services, SORACOM Flux, or output contents thereof.
- (iii) **WARNING:** Modern technologies, and especially platform technologies, may be used in new and innovative ways, and Subscriber must consider whether its specific use of these technologies is safe. The AI Services and SORACOM Flux are not designed or intended to support any use in which a service interruption, defect, error, or other failure thereof could result in the death or

serious bodily injury of any person or in physical or environmental damage (collectively, “**High-Risk Use**”). Accordingly, Subscriber must design and implement every product and service such that, in the event of any interruption, defect, error, or other failure of the AI Services and SORACOM Flux, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. **Subscriber’s High-Risk Use of the AI Services and SORACOM Flux is at its own risk.** Subscriber agrees to defend, indemnify and hold SORACOM and its Affiliates, as well as the AI Providers and their Affiliates (collectively, the “**Indemnitees**”) harmless from and against all damages, costs, and attorneys’ fees in connection with any claims arising from a High-Risk Use associated with the AI Services and SORACOM Flux, including any claims based in strict liability or that AI Providers or SORACOM was negligent in designing or providing the AI Services and SORACOM Flux to Subscriber.

- (iv) Subscriber must not make decisions without appropriate human oversight if such decisions may have a consequential impact on any individual’s life or rights, including without limitation an individual’s legal position, financial position, life opportunities, employment opportunities, human rights, or which may result in physical or psychological injury to an individual.
- (v) When entering personal data into the AI Services or SORACOM Flux, the Subscriber shall take necessary measures, such as obtaining consent from the relevant individuals for the processing, storage, use, and transfer of such personal data and, in accordance with applicable laws and regulations. This includes, but is not limited to, obtaining necessary consent from individuals who appear in the images or videos processed by the AI Services. SORACOM shall not be liable for any failure to take such measures, and the Subscriber agrees to defend, indemnify and hold the Indemnitees harmless from and against all damages, costs, and attorneys’ fees in connection with any claims arising from misuse of personal data or a High-Risk Use associated with the AI Services and SORACOM Flux.
- (vi) To the extent permitted by applicable law, Subscriber will defend, hold harmless, and indemnify the Indemnitees against any third-party claim to the extent it alleges that any data you provided or utilized in relation to the AI Services or SORACOM Flux misappropriates a trade secret or infringes a patent, copyright, trademark, or other proprietary right of a third party.

(e) The Subscriber agrees to AI Providers's use and processing of the data input and output through SORACOM Flux, notwithstanding Section 7.1 (Confidentiality) hereof; please refer to the AI Providers’ T&Cs including the following for information on how AI Providers handle the data:

- [Data, privacy, and security for Azure OpenAI Service](#)
- [Amazon Bedrock Data Protection](#)
- [Amazon Bedrock abuse detection](#)
- [How Gemini for Google Cloud uses your data](#)

(f) If SORACOM determines that the Subscriber is placing an excessive number of questions, requests, or other input to SORACOM Flux, SORACOM may, at its sole discretion, take measures to restrict the Subscriber's use of SORACOM Flux.

(g) The Subscriber may use its own licenses for the AI Services that are separately designated by SORACOM in combination with SORACOM Flux. The Subscriber shall be solely responsible for its use of such licenses and accepts full liability for any damages, losses, or other issues arising therefrom.

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 the terminal device not supported by SORACOM Air Global 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 Fluxes;
- (v) subject the apparatus or system for SORACOM Flux to excessive data loads by generating continuous traffic exceeding the limits specified by SORACOM separately;
- (vi) use SORACOM Flux for child prostitution, viewing or acquiring child pornography or sending nuisance e-mail or any other purpose that SORACOM regards as inappropriate;
- (vii) assign, transfer, sublet or provide as collateral, or otherwise dispose of all or part of SORACOM Information;
- (viii) reproduce all or part of SORACOM Information for the use of third party;
- (ix) let a third party (excluding Subscriber's Customers) use SORACOM System and SORACOM Information;
- (x) modify or tamper with SORACOM Information;
- (xi) use SORACOM Information for any product or service provided by a third party;
- (xii) use SORACOM Information for any product or service that infringes on SORACOM's or any third party's intellectual property rights;
- (xiii) file application of intellectual property rights based on the SORACOM Information;

- (xiv) attack or exploit a vulnerability in the SORACOM System, the storage server of SORACOM Information, SORACOM Flux or AI Services by using prompt injection, 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 SORACOM Flux (the “**Service Fee**”) shall be as provided in Schedule 1, which is available at https://soracom.jp/files/fee_schedule.pdf.

12.2 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.

12.3 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).

12.4 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. INTELLECTUAL PROPERTY

13.1 Intellectual Property

The patent, utility model right, design right, copyright, knowhow and any other intellectual property related to SORACOM Flux, the SORACOM System, the SORACOM Information or the accessorial services thereof (including, but not limited to the Additional Functions prescribed in Article 18. The same shall apply hereinafter) belong to SORACOM. Nothing in this Agreement or the disclosure of information to the Subscriber by SORACOM in relation to SORACOM Flux, the SORACOM System or the accessorial services thereof shall be construed, by implication, estoppel or otherwise in any sense, as a license, granting or transferring SORACOM's patent, utility model right, design right, copyright, knowhow or any other intellectual property to the Subscriber or any other third party.

ARTICLE 14. DISCLAIMER OF WARRANTIES

14.1 Disclaimer of Warranties

THE SUBSCRIBER AGREES THAT SORACOM FLUX, THE SORACOM SYSTEM AND THE ACCESSORIAL SERVICES THEREOF PROVIDED ACCORDING TO THIS AGREEMENT SHALL BE PROVIDED ON AN "AS-IS" BASIS. TO THE EXTENT PERMITTED BY LAW, SORACOM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO SORACOM FLUX, THE SORACOM SYSTEM OR THE ACCESSORIAL SERVICES THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, CONSISTENCY OF SERVICE, NON-MISTAKE, NON- INFRINGEMENT OF THIRD PARTY'S RIGHT, FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE 15. INDEMNIFICATION

15.1 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.

15.2 Limitation of Liability

(a) If SORACOM Flux, 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 Backbone Service Provider(s)), SORACOM shall not bear any responsibility in relation to such matter.

(b) If SORACOM Flux 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 SORACOM Flux 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. The reduction of the Service Fee provided for in this paragraph is the sole remedy available to the Subscriber in the event of unavailability of SORACOM Flux.

(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 SORACOM Flux becomes unavailable due to a cause imputable to a Backbone Service 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 Backbone Service Provider as compensation for such damage.

(e) SORACOM shall not bear any responsibility for lost profits arising out of the use of SORACOM Flux, 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 SORACOM Flux, 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 16. PROCESSING OF PERSONAL DATA

(a) SORACOM collects and processes personal data about the Subscriber, including name, e-mail, IP-address as well as data usage and billing data in order to provide SORACOM’s services and for billing purposes.

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

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

ARTICLE 17. MISCELLANEOUS

17.1 Posting this Agreement

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

17.2 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.

17.3 Terminating and rejecting relations with Anti-social Forces

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

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

17.4 Severability

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

17.5 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.

17.6 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 18. ADDITIONAL FUNCTIONS

18.1 General Principle

(a) Only in the cases expressly stated in Section 18.2 shall SORACOM indemnify the Subscriber for damages regarding the additional services and functions described in this ARTICLE 18 (“**Additional Functions**”) subject to Section 18.2. SORACOM shall not bear any responsibility in relation to changed or missing telecommunication content, system malfunction or any dispute between the Subscriber and any third party.

(b) The Subscriber shall use the Additional Functions described in this ARTICLE 18 according to the method of use and other service provision conditions posted by SORACOM on the SORACOM Site.

18.2 Coupon

(a) The Subscriber may pay the Service Fee by purchasing or receiving coupons by which the Subscriber can use SORACOM Flux (the “**Coupon**”) and registering such Coupon on the SORACOM System instead of the payment pursuant to Section 12.2 (Method of Payment).

(b) The Subscriber may register up to two Coupons monthly.

(c) SORACOM will apply the Coupon on a monthly basis. The Free Tier will take precedence over the Coupon.

(d) The Subscriber may confirm the application record of the Coupon on the SORACOM System.

(e) The Subscriber shall not assign the Coupon after the Subscriber registers the Coupon through the SORACOM System.

(f) SORACOM will not refund, convert into money and reissue the Coupon for any reasons.