

GENERAL TERMS AND CONDITIONS

for SORACOM Support Services

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GENERAL TERMS AND CONDITIONS

for SORACOM Support Services

ARTICLE 1

GENERAL PROVISIONS

1.1 Application of General Terms and Conditions

These General Terms and Conditions for SORACOM Support Services (“**General Terms**”) govern the provision of support services (hereinafter “**Support Services**”) by SORACOM CORPORATION, LTD. and SORACOM GLOBAL, INC. (hereinafter collectively referred to as “**SORACOM**”, “**We**”, “**Us**”). SORACOM will provide Support Services, free of charge, to SORACOM Platform Service customers and Soracom Account holders who have purchased products or services from SORACOM (“**Users**”).

1.2 Amendments

SORACOM reserves the right to change these General Terms at any time. In the event of such changes, SORACOM shall notify Users by means of a notice displayed on the SORACOM website. In the instance where the User makes use of the Support Services after such notification has been made, the User shall be deemed to have agreed to the notified changes and SORACOM shall apply the terms and conditions as stipulated in the amended General Terms.

1.3 Definitions

In these General Terms, the following terms have the following meanings respectively.

“**Confidential Information**” means all materials and information that is not publicly available and is disclosed in any form, tangible or intangible, by SORACOM or User in the provision and use of the Support Services. There is no need for a disclosure to be noted as confidential if it should reasonably be understood as confidential due to its nature or content.

“**OPID**” or “**Operator ID**” means a sequence of alphanumeric characters used to identify individual Soracom Accounts.

“**Soracom Account**” means a customer account identified by a unique OPID.

“**SORACOM Information**” means any and all information provided by SORACOM to the User in the provision and use of the SORACOM Platform Services and Support Services.

“**SORACOM Platform Services**” means the various IoT connectivity, network and application services as provided by SORACOM.

“**SORACOM Support Website**” means all SORACOM websites that provide the Support Services in accordance with these General Terms, and includes the following specific pages:

- (1) Contact page
<https://soracom.zendesk.com/hc/en-us>
- (2) How to contact us
<https://support.soracom.io/hc/en-us/articles/360003890852>

“**Staff Member**” means any director, executive, employee, contractor, representative, or other personnel considered a member of a Party, even if such member is officially employed by a third party.

ARTICLE 2

USE OF SUPPORT SERVICES

2.1 Contents of Support Services

SORACOM shall provide support in the English language to inquiries in English from Users concerning the SORACOM Platform Service in accordance with these General Terms.

2.2 Use of Support Services

1. User may use the Support Services by contacting SORACOM in the manner prescribed by SORACOM.
2. User is deemed to have agreed to these General Terms at the time of making an support inquiry in the manner prescribed by SORACOM
3. Except as otherwise agreed, the User may not designate a contact person of SORACOM to provide Support Services.

2.3 Access to Information

In order to effectively provide Support Services, we may access the following information of the User as necessary, and SORACOM shall treat such information as Confidential Information in accordance with Clause 4.1:

- Contract status and configuration settings of SIMs and SORACOM Platform Services;
- Session creation history;
- Country and carrier information when the session was created;
- History of communication traffic;
- Communication start/end time and communication time;
- Destination number;
- Information on the terminal device itself, such as the model and serial number of the terminal device;
- Location of terminal device;
- In the case of enquiries about camera-based services, the images and video footage captured by the camera in question;
- Data transmitted and/or received through the use of SORACOM Platform Services;
- History of services used;
- Fees;
- Payment method;
- Payment history;
- Order history;
- Other information necessary for the provision of Support Services.

If the User objects to SORACOM’s access to such information, User must inform SORACOM prior to the use of Support Services. In that case, User acknowledges that SORACOM may not be able to provide appropriate and effective Support Services.

2.4 Online Video Support

1. SORACOM may provide Support Services via video call using online web tools (“**Online Video Support**”) if it is deemed appropriate for the specific inquiry or the User’s situation. User shall bear any and all costs for the internet usage, online web tool usage and any other costs that may be incurred from the Online Video Support.
2. SORACOM reserves the right to specify or change the time at which the Online Video Support takes place. Furthermore, SORACOM may cancel a scheduled Online Video Support if the specified time has been exceeded.
3. SORACOM shall, at its own discretion, determine which Staff Member will participate in the Online Video Support.
4. User may allow a third party to participate in the Online Video Support subject to obtaining the prior consent of SORACOM in writing or by other electronic means. Even if consent is obtained, User shall be obligated to ensure such third parties comply with the same confidentiality obligations as specified under Clause 4.1 and shall be held liable for any breach of the confidentiality obligations by such third parties.
5. SORACOM may record the Online Video Support for the purpose of improving the quality of the Support Services.

2.5 AI Support

1. Support Services may be provided via artificial intelligence (“**AI Support**”) using Microsoft's Azure OpenAI Service. In using AI Support, the User shall comply with the obligations set forth by Microsoft in the terms and conditions for the Azure OpenAI Service, including, but not limited to [Microsoft Online Subscription Agreement](#), [Supplemental Terms of Use for Microsoft Azure Previews](#), [Product Terms For Online Services](#), [Product Terms for Microsoft Azure](#), and [Code of conduct for Azure OpenAI Service](#) (collectively, “**Microsoft Terms**”), and shall also be subject to the restrictions that should be imposed on end users therein. Among other things, the User agrees to the following:
 - (1) User may not use the Azure OpenAI Service and AI Support to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models;
 - (2) User may not use web scraping, web harvesting, or web data extraction methods to extract data from the Azure OpenAI Service, AI Support, or output contents thereof;
 - (3) Modern technologies, and especially platform technologies, may be used in new and innovative ways, and User must consider whether its specific use of these technologies is safe. The Azure OpenAI Service and AI Support 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, User must design and implement every product and service such that, in the event of any interruption, defect, error, or other failure of the Azure OpenAI Service and AI Support, 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. User’s High-Risk Use of the Azure OpenAI Service and AI Support is at its own risk. User agrees to defend, indemnify and hold Microsoft and SORACOM harmless from and against all damages, costs, and attorneys’ fees in connection with any claims arising from a High-Risk Use associated with the Azure OpenAI Service and AI Support, including any claims based in strict liability or that Microsoft or SORACOM was negligent in designing or providing the Azure OpenAI Service and AI Support to User; and
 - (4) User 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.

2. For the avoidance of doubt, SORACOM will not grant User the status or rights of "**Customer**" (i.e., a party in a direct contractual relationship with Microsoft) under the Microsoft Terms. Neither will SORACOM guarantee that such status or rights will be granted to User by Microsoft.
3. The User agrees to Microsoft's use and processing of the data input and output through AI Support, notwithstanding Section 4.1 (Confidentiality) hereof; please refer to [Data, privacy, and security for Azure OpenAI Service](#) for information on how Microsoft handles the data.

2.6 Outsourcing of Support Services

SORACOM may outsource work relating to the provision of Support Services to SORACOM's Affiliates or other third parties (hereinafter referred to as "**Outsourced Third Parties**").

ARTICLE 3

RESTRICTIONS ON USE

3.1 Restrictions on Use

SORACOM may suspend or restrict the use of the Support Services to the User, and withhold providing a response to the User's inquiry, if SORACOM determines that the User falls under any of the following categories:

- (1) The User has provided false information to SORACOM;
- (2) The User violates any of the provisions contained in Clause 5.1; or
- (3) The User is restricted from using all or part of the SORACOM Platform Services.

SORACOM may also suspend or restrict the use of the SORACOM Platform Services, in whole or in part, if SORACOM deems it reasonably possible for the User to use the SORACOM Platform Services in an unauthorised manner. Furthermore, SORACOM may terminate, in whole or in part, the agreement entered by the User for the use of the SORACOM Platform Services.

3.2 Discontinuation of Support Services

SORACOM may discontinue its provision of Support Services, in whole or in part, due to technical and/or operational reasons that are unavoidable.

ARTICLE 4

OBLIGATIONS

4.1 Confidentiality

1. SORACOM and the User shall, in accordance with these General Terms, keep confidential the other party's Confidential Information from the first disclosure of such information. SORACOM shall not use the User's Confidential Information for any purpose other than the provision of SORACOM Platform Services or Support Services to the User. Notwithstanding the foregoing, SORACOM may disclose the User's Confidential Information to the extent necessary in accordance with applicable laws and regulations, judicial decisions, court orders, requests by supervisory authorities or other public bodies

that have the authority to regulate SORACOM or Users. This Clause 4.1(1) shall remain effective upon the termination of the use of SORACOM Platform Services by the User.

2. Notwithstanding the provisions of the preceding paragraph, the User shall agree to the following:
 - (1) SORACOM may disclose the User's Confidential Information to officers or employees of affiliated companies of SORACOM ("**SORACOM Affiliates**") to the extent necessary for SORACOM to provide SORACOM Platform Services or Support Services to the User;
 - (2) In the event that SORACOM suspects a compatibility issue between the SORACOM Platform Service and the terminal device used by the User ("**User's Device**"), SORACOM may provide information on the device type and model, configuration settings, log information, details or history of the issue, etc. of the User's Device to the manufacturer, seller or other provider of the User's Device, to the minimum extent necessary to provide Support Services in response to the User's request or to prevent the future occurrence of similar incidents. Such disclosure of information shall be made in a manner that ensures the anonymity of the information.
 - (3) If SORACOM outsources work relating to Support Services to Outsourced Third Parties in accordance with Clause 2.6, SORACOM may disclose Confidential Information to the extent necessary for the outsourcing of such work, including situations whereby SORACOM must make an inquiry to such Outsourced Third Parties.

4.2 Maintenance of Confidence

In using the Support Services, the User shall endeavour to avoid any act that undermines SORACOM's confidence.

4.3 Notification of Required Information

In the event of a restriction of the User's use of Support Services in accordance with Clause 2.1, SORACOM shall notify the User as soon as possible.

ARTICLE 5

PROHIBITED ACTS

5.1 Prohibited Acts

In addition to any other provisions contained in these General Terms, Users shall not:

- (1) Assign, transfer, sublet or provide as collateral, or otherwise dispose of all or part of SORACOM Information to a third party;
- (2) Reproduce the SORACOM Information in whole or in part for the use of a third party;
- (3) Allow third parties to use SORACOM information without SORACOM's consent;
- (4) Modify or tamper with SORACOM Information;
- (5) Use SORACOM Information for any products or services provided by third parties;
- (6) Use SORACOM Information for any products or services in a manner that infringes the intellectual property rights of SORACOM;
- (7) File an application for intellectual property rights using SORACOM Information;
- (8) Attack the storage server or device storing SORACOM Information (the "**Support System**") through unauthorised access or computer virus;
- (9) Reverse engineer, decompile, disassemble or otherwise perform an analysis of the Support System;
- (10) Act in a manner that constitutes the harassment of a SORACOM Staff Member, by

making unreasonable demands or using language or behaviour that is unacceptable. To make unreasonable demands includes, but is not limited to, making demands when the SORACOM product or service is functioning without any defect or is otherwise unrelated to the demand being made. Unacceptable language or behaviour include, but are not limited to, assault, making threats, slander, verbal abuse, using intimidating language and behaviour, persistently demanding an apology, trespassing and refusing to leave premises, using discriminatory language, using sexually inappropriate language or behaviour, and making attacks or demands towards a specific individual Staff Member; and

- (11) Allow a third party to perform any of the acts listed in the preceding paragraphs.

ARTICLE 6

INTELLECTUAL PROPERTY

6.1 Intellectual Property Rights

The patent rights, utility model rights, design rights, copyrights, know-how and any other intellectual property rights relating to the Support Services, SORACOM Support Website and SORACOM Information shall be the sole property of SORACOM. Nothing contained in these General Terms shall be construed, whether express or otherwise, as constituting a grant of licence to the Users or any other third party.

ARTICLE 7

DISCLAIMER OF WARRANTIES

7.1 Disclaimer of Warranties

THE USER AGREES THAT THE SUPPORT SERVICES, SORACOM SUPPORT WEBSITE AND THE SORACOM INFORMATION SHALL BE PROVIDED ON AN “AS-IS” BASIS. EXCEPT AS EXPRESSLY PROVIDED IN THESE GENERAL TERMS OR OTHERWISE AGREED, AND TO THE EXTENT PERMITTED BY LAW, SORACOM DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUPPORT SERVICES, SORACOM SUPPORT WEBSITE AND THE SORACOM INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, CONSISTENCY OF SERVICE, NON-MISTAKE, NON-INFRINGEMENT OF THIRD PARTY’S RIGHTS OR FITNESS FOR ANY PARTICULAR PURPOSE.

ARTICLE 8

INDEMNIFICATION

8.1 Indemnification

SORACOM and the User shall, except as otherwise provided, indemnify the other party for all damages as a result of its own breach of these General Terms.

8.2 Limitation of Liability

1. SORACOM shall not be liable if the Support Services, SORACOM Support Websites, Support System or SORACOM Information becomes unavailable due to reasons attributable to a third party.
2. SORACOM shall not be liable for any loss of profits due to failure to provide Support Service, or costs incurred in responding to enquiries, claims for repair, or other complaints from the User's customers or other third parties and the User shall not, in any circumstances, make a claim for loss of profits or costs, etc. from SORACOM.

ARTICLE 9

MISCELLANEOUS

9.1 Posting of Clauses

SORACOM shall post the latest version of these General Terms on the SORACOM website.

9.2 Privacy Policy

SORACOM has established a Privacy Policy for the handling of personal data relating to Users which SORACOM shall post on the SORACOM website.

9.3 Force Majeure

SORACOM shall not be liable for any delay, failure or default in performance of any obligations under these General Terms, to the extent that such failure to perform arises out of a cause beyond SORACOM's control due to acts of God, war, civil war, amendment or abolition of laws and regulations, orders issued by public authorities, labour disputes, failure of lines or other means of communication, power failure or other causes not attributable to SORACOM.

9.4 Exclusion of Anti-Social Forces

1. User acknowledges and agrees that, since SORACOM Affiliates include Japanese companies, SORACOM must comply with the relevant rules, regulations and standards which purport to eliminate any relationship with “**Anti-Social Forces**” (which includes 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 behaviour, including, but not limited to “**Organised Crime Groups**” or “**Organised Crime Group Members**” (as respectively defined in Art 2, items (ii) and (vi) of the Prevention of Unjust Act by Organised Crime Group Members Act of Japan. The same shall apply hereafter.)). As a part of such compliance, User shall ensure that at all times it and its officers, employees and any shareholders in the User:
 - (1) Do not and will not have any relationship or connection with any Anti-Social Forces;
 - (2) 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
 - (3) 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.

9.5 Severability

If any provision of these General Terms is held invalid or unenforceable for any reason, this shall not invalidate or render unenforceable any other provision of these General Terms and, in such case, such provision shall be construed, to the extent necessary, so as to render the provision valid and enforceable.

9.6 Dispute Resolution

Any dispute arising out of or in connection with these General Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the arbitration rules under the governing court as specified in Annex 1.

9.7 Governing Law

These General Terms shall be governed by and interpreted in accordance with the applicable governing law as provided in Annex 1.

ANNEX 1
Governing Laws & Governing Courts

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

* 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.

** 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.