

# GLOSSARY

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## ARTICLE 1 APPLICABILITY AND DEFINITIONS

### 1.1 Applicability

(A) This glossary as updated from time to time (“**Glossary**”) supplements the various Policies and Standard Agreements provided by Soracom that explicitly reference it (“**Applicable Agreements**”), including their respective addendums, and defines the capitalized terms used therein (“**Defined Terms**”).

(B) Where any Defined Term provided in this Glossary is separately defined elsewhere in a Policy or Standard Agreement, then that separate definition for the Defined Term will control to the extent provided therein.

### 1.2 Definitions

(A) References to “**Soracom**” or “**we**” are to the Soracom Contracting Party, and references to “**you**” are to the other Party entering into the Applicable Agreements.

(B) The headings to the Articles and Sections of this Glossary are for ease of reference only and will not affect the interpretation hereof. 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,

- (i) references to one gender include all genders;
- (ii) references to the singular include the plural and vice versa; and
- (iii) word variations of Defined Terms used to construct different parts of speech will be similarly defined.

(C) The following Defined Terms shall have the meanings set forth below:

“**Account Country**” – the supported country associated with your Soracom Account, which will be the first of the following that applies:

- (a) the country associated with your income tax registration, if provided;
- (b) the country in which you maintain your registered address as provided in the Soracom User Console;
- (c) the country for which you have provided a billing address; or

(d) the country designated as the destination for a purchase order.

**“Account Information”** – information about you that you provide to us in connection with the creation or administration of your Soracom Account. For example, this includes the OPID, names, phone numbers, email addresses, and billing information associated with your Soracom Account, as well as contacts, shipping addresses, and other information related to your purchase orders.

**“Affiliate”** – any Person directly or indirectly controlling, controlled by, or under common control with a Party. For the purpose of this definition, “control” means the power to manage or direct the affairs of the Person in question, whether by ownership of voting securities, by contract, or otherwise.

**“Applicable Laws”** – all laws, regulations, court orders, enforceable governmental requests, and similar legal requirements applicable to a Party or its business.

**“Business Day”** – all weekdays excluding bank holidays for the country associated with the Soracom Contracting Party’s mailing address.

**“Confidential Information”** – all nonpublic information disclosed in any form, tangible or intangible, by a Party, its Affiliates, business partners, or their respective Staff Members, agents, or representatives (“**Disclosing Party**”), to similar Persons of the other Party (“**Receiving Party**”) that is designated as confidential or, where we are the Disclosing Party, that reasonably should be understood to be confidential given the nature of the information or circumstances surrounding its disclosure. Notwithstanding the foregoing, Confidential Information does not include any information that: (a) is or becomes publicly available without breach of an obligation of confidentiality; (b) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party; (c) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (d) can be shown by documentation to have been independently developed by the Receiving Party without reference to Confidential Information.

**“Force Majeure Event”** – any act, event, omission, or accident beyond the reasonable control of a Party, including without limitation, to the extent that these are beyond such control, pandemics, nuclear incidents, acts of God, warfare, acts of terrorism, blockages, embargoes, riots, acts or orders of government, labor disputes or other industrial disturbances, fires, floods, storms, or electrical or power outages or other utilities malfunctions or unavailability.

**“Insolvency Threat”** – where a Person’s solvency or ability to carry on as a going concern is threatened, such as having a petition for seizure, provisional seizure, provisional disposition, auction, bankruptcy, civil rehabilitation proceedings, or corporate reorganization proceedings filed by or against it or where a tax delinquency is imposed on it.

**“Intellectual Property”** – means, without limitation, all intellectual property, whether or not patentable, including without limitation brands, business methods, software, concepts, Confidential Information, databases, developments, composition of matter or materials, industrial property rights, copyright, customer lists, data, designs (whether registered or unregistered), derivative works, discoveries, documents, goodwill, know-how, logos, mask works, patents, trade secrets, and any rights analogous to the foregoing.

**“IP Marks”** – means any trademarks, service marks, service or trade names, logos, and other designations of a Party and its Affiliates.

**“IP Rights”** – means, without limitation, all rights and interests in the Intellectual Property of a Party.

“**Losses**” – means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees).

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

“**Person**” – any natural person or legal entity, including businesses, governments, and other entities.

“**Policies**” – the Privacy Policy, Soracom Trademark Guidelines, all restrictions described on the Soracom Website (excluding whitepapers or other marketing materials), and any other policy or terms referenced in or incorporated into the Applicable Agreements.

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

“**Soracom User Console**” – the user console, including its underlying API, provided on the Soracom Website which, among other features, provides access to a user’s Soracom Account.

“**Soracom Contracting Party**” – the Soracom legal entity entering into the contractual relationship.

“**Soracom Resources**” – all property (tangible or intangible), data, services, rights, or goods of any kind owned or offered by us or our Affiliates.

“**Soracom Website**” – means the websites at the *soracom.com*, *soracom.io*, and *soracom.jp* domains (and any successor or related locations designated by us), as may be updated by us from time to time.

“**Staff Member**” – 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.

“**Standard Agreement**” – a standard agreement offered by Soracom that governs the Soracom Resources in some regard, such as their purchase, use, resale, or otherwise. This includes without limitation the terms and conditions for the sale of goods.

“**Subsequent User**” – any Person other than a Party to the Applicable Agreements that uses Soracom Resources provided to you in any way, whether alone or in combination with other goods and services or as a component of another product, including your customers, manufacturers, and end users.