

# Service Terms

**MX109020A**

Remote Over Site Access (SORA)

## MX109020A Site Over Remote Access Service Terms

This MX109020A Site Over Remote Access Service Terms (hereafter "Service Terms") describes the terms and conditions of license service provided by ANRITSU CORPORATION (hereafter "we" and/or "us") to those customers who has purchased a designated product ("Measurement Equipment") from us (hereafter "Customer"). We will provide a service which allows you to operate the Measurement Equipment remotely through the Internet (hereafter "Service") by agreeing to this Service Terms.

### Article 1 (Contents of the Service)

We will provide Customers with the following services:

- (1) To be able to connect to the Measurement Equipment from Customer's personal computer (hereafter "PC") through the Internet.
- (2) To be able to remotely control the screen of the Measurement Equipment from the PC.
- (3) To be able to access the storage medium in the Measurement Equipment from PC and to read and write files.
- (4) To be able to obtain and manage individual information of multiple Measurement Equipment connected to the PC.
- (5) To be able to upload files from the Measurement Equipment to customer-specified cloud storage

### Article 2 (Terms of Use)

Customer is to fulfill and agree to the following conditions in order to use this Service:

- (1) Users are limited to Customer only and should not be used by any other third party.
- (2) Do not disclose or transfer the Service ID or password to any other third party.
- (3) Customer may not change the place of residence (country) for Customer's use of this Service without obtaining our written consent.
- (4) Do not use or divert for military, military purposes, or weapons of mass destruction.
- (5) Properly manage Service ID and password to prevent theft, loss or unauthorized use of the Service by third party.
- (6) Install the license specified by our company on the Measurement Equipment.
- (7) Unintended operation may occur when using a web browser other than Chrome or Firefox for the PC web browser.
- (8) Communication cost between the Measurement Equipment and the PC shall be borne by the Customer.
- (9) If the communication speed between the Measurement Equipment and the Internet service provider is less than 384 kbps and the communication speed between the PC and the Internet service provider is less than 1 Mbps, the Service may not be used smoothly as expected.
- (10) Log in to the URL provided by us from the above described browser and activate the account in accordance with the procedure specified by us (hereafter "Activation").
- (11) Register contact e-mail address necessary for us to provide appropriate notification to the Customer by the procedure specified by us, and update this address at your own risk during the use of this Service.
- (12) Customer may set individual information (serial number) and its active duration of the Measurement Equipment to connect to the Service to prevent unintended third-party measurement equipment to connect to the Service. It is the Customer's responsibility to maintain and manage such settings during the Service period.
- (13) This Service cannot be provided in the following countries / regions:  
People's Republic of China, Russian Federation, or any other country or region where the government may restrict access to servers operated by Amazon.com.

### Article 3 (License Type)

The types of licenses for this Service are listed in Appendix 1.

### Article 4 (Active Duration)

1. This Service can be used only by the Customer who has purchased the term license specified in Appendix 1, and the active duration is the period specified by the term license.
2. The number of days remaining in the active duration of the Service shall be reduced by the number of days from 0:00:00 on the day following the Coordinated Universal Time at the time of Activation by the Customer.
3. If Activation is not performed 60 days after we ship the Measurement Equipment, the remaining date of the active duration will be reduced from that point.
4. Customers who have a remaining validity period of this Service can extend the validity period in addition to the remaining days by purchasing a term license specified in Appendix 1.
5. The extension of the validity period of this Service will be executed by us within 5 business days from the date we receive the order of the term license. The number of days of the effective remaining period of the extended result is calculated according to the following formula.
  - Extended days are A days. The remaining days at the time of extension execution is B days.
    - If B is 90 days or less: Remaining days after extension = A + B
    - If B is greater than 90 days: Remaining days after extension = A + 90

### Article 5 (Measures After End of Service)

1. Customer can log in to the Service for 180 days after the Service period. However, connection between the PC and the Measurement Equipment will not be active. Within this 180 days, Customer may:
  - (1) Delete account and all the information contained within the Service.
  - (2) Purchase a term license and restart this Service.
2. All the Customer's information will be deleted 180 days after the end of Service.

### Article 6 (Fee)

1. The amount of fee for this Service will be separately provided by us.
2. We may revise our Service fee or extension fee. In this case, we will notify Customer at least three months before the end of this Service.
3. We will not refund Service fee paid by Customer. However, this will not apply if the Service is canceled or terminated for reasons attributable to us.

### Article 7 (Disclaimer)

We will not be liable for any interruption or suspension of this Service due to reasons not attributable to us, and for any damages (direct damage or indirect damage) caused to Customer, unless it is our intentional or gross negligence. In no event shall our liability to Customer exceed the Service fee we have received from Customer.

### Article 8 (Change)

1. If any of the following items applies, we will notify Customer of the change, the contents of this Service Terms after the change, and the time when the change will take effect, by notifying the Customer or by other methods we consider appropriate. By doing so, the contents of the Service Terms may be changed. In the case listed in item 2, such notice will be given in advance 30 days before the effective date of the change.
  - (1) When a change in these Service Terms conforms to Customer's interests.

- (2) When the change of the Service Terms is reasonable and does not violate the purpose of conducting transactions related to the Service between us and the Customer
2. Changes to these Service Terms will not apply to Customers who are using the Service prior to the date of such change, until next extension of the Service, except in the interests of Customer.

#### Article 9 (Interruption / Cancellation)

We may suspend or cancel the operation of this Service if any of the following items applies:

- (1) The Service cannot be provided as usual due to war, riot, mayhem, labor dispute, earthquake, eruption, flood, tsunami, fire, power outage or other emergency.
- (2) Due to government regulations or orders, or when telecommunication carriers suspends providing services.
- (3) When it is confirmed that the facilities managed by us may damage Customer's facilities due to security problems.
- (4) When it is confirmed that the facilities managed by the Customer may damage our facilities due to security problems.
- (5) Any other reason which we determine that temporary interruption is necessary for the operation of this Service.

#### Article 10 (Suspension)

We may suspend the Service immediately without any notice if Customer falls into any of the following items:

- (1) Initiation of bankruptcy or any similar type of proceedings; Delinquency of bills or checks; Provisional seizure; Security seizure or seizure as a debtor.
- (2) When the Customer is likely to cause serious harm or damage to us.
- (3) Violation of export-related laws and regulations.
- (4) When there are any other reasonable grounds that the Service cannot be continued.

#### Article 11 (Notification)

We will notify Customer by e-mail as registered in Item 11, Paragraph 1, Article 2, when the following events occur:

- (1) When the remaining days of this Service is less than 30 days.
- (2) When the Service Terms will be changed.
- (3) When we suspend all or part of this Service temporarily.
- (4) When we stop providing this Service.

#### Article 12 (Handling of Personal Data)

We will use the personal data provided by the Customer to perform this Service and handle it appropriately in accordance with our Privacy Policy.

\* Our privacy policy

Anritsu Group Privacy Policy

<https://www.anritsu.com/privacy-policy>

Anritsu Web Privacy Statement

<https://www.anritsu.com/privacy-statement>

**Article 13 (Confidentiality)**

We will not disclose to any third party, business or technical information which may be acquired through providing our Service to Customer.

**Article 14 (Good Faith Negotiation)**

In the event of any difference in the interpretation of any of the terms or matters that are not stipulated in this Service Terms shall be resolved in good faith between Customer and us.

**Article 15 (Arbitration)**

Notwithstanding the previous clause, if the matters are not resolved amicably, all disputes, controversies or differences which may arise between the Customer and us hereto, out of or in relation to or in connection with this Service Terms shall be finally settled by arbitration in Tokyo, Japan in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The award rendered by the arbitrator(s) shall be final and binding upon the parties hereto.

**Supplementary provision**

This Service Terms shall be effective March 15, 2021.

**Appendix 1**

MX109020A	Site Over Remote Access Basic License
MX109020A-001	Site Over Remote Access 8 Units
MX109020A-002	Site Over Remote Access Unlimited Units
MX109020A-003	Centralized Data Management
Term License	
MX109020A-TL001	Site Over Remote Access 1 Year License

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