

THIS MAPS & WiFi SERVICES AGREEMENT (“this Agreement”) is made on the date upon which it is first agreed between the parties to it.

BETWEEN:

- (1) The Purple Party (as defined below) (“**Purple**”); and
- (2) The party which has entered this Agreement with Purple, including as identified in the Customer Order (as defined below) (“**the Customer**”).

AGREED TERMS:

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

Access Point means any item of access hardware (including signal boosters and repeaters) of the Customer at a Venue through which a User may use the WiFi Service to access the internet.

Affiliate means, in relation to an entity, any entity that directly or indirectly Controls, is Controlled by or is under common Control with such entity (but only for so long as such Control exists).

Claim shall have the meaning set out in clause 8.7.

Commencement Date means the date the Customer Order is first signed by Purple and the Customer.

Customer Obligations means the obligations on the Customer as set out in the Customer Order.

Customer Order means (1) the sales order, specification and statement of work by which Purple and the Customer entered into this Agreement (or any subsequent revised sales orders). This may be titled “Specification and SoW” (in the case of Maps Service) and “Customer Direct Order” (in the case of the WiFi Service) and may be combined in the case of Services comprising both the Maps Service and the WiFi Service or (2) any other document or process (including any online process) whereby this Agreement is incorporated by reference or otherwise accepted.

Customer Personal Data means any Personal Data processed by Purple on behalf of the Customer or any Customer Affiliate pursuant to or in connection with this Agreement.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise. The word Controlled will be construed accordingly.

Controller, Data Subject, Processor, Member State, Personal Data Breach, Processing and Supervisory Authority shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly. Where the GDPR does not

apply, these terms shall bear the meanings ascribed to them (or equivalent terms) used in applicable Data Protection Laws.

Data Protection Laws means:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data; and
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of Personal Data; and
- c) To the extent applicable, the data protection or privacy laws of any other country or state or province.

Device means any computer, tablet, mobile telephone, smart phone or other electronic device through which a User accesses the Service.

EULA means the end user licence agreement in place between Purple and the User at the relevant time, the current version of which is set out at <https://purple.ai/end-user-license-agreement/>.

Extended Term shall have the meaning set out in clause 2.2.

Free Service any Service which is designated as a “Free Service” in the Customer Order, more specifically set out in <http://purple.ai/onboarding>.

GDPR means EU General Data Protection Regulation (regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data) (“**EU GDPR**”) and the Data Protection Act 2018 and Regulations made thereunder (“**UK GDPR**”).

Good Industry Practice means, in relation to any particular circumstances, the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading expert service provider, within the relevant industry or business sector, performing services substantially similar to the relevant services to customers of the same nature as the Service.

Implementation information means the information reasonably necessary to enable Purple to carry out the Implementation Service.

Implementation Service means the implementation services, if any, set out in the Customer Order.

Initial Term means the period set out in the Customer Order.

Intellectual Property Rights means any intellectual property rights arising by virtue of or in relation to patent, copyright, database rights, rights in trademarks (registered or unregistered), applications for any of the foregoing, trade secret rights and know how, and any other intellectual property or proprietary rights arising under the laws of any jurisdiction.

Maps Service means Purple's hosted software solution, the functionality for which is more particularly detailed at <https://purple.ai/maps/explore> and which solution provides for route planning and navigation for Users at a Venue.

Monetisation Opportunities means opportunities for the Customer to gain or increase revenue from the utilisation of the Service.

Personal Data means all data defined as 'personal data' under Data Protection Laws and to which Data Protection Laws apply and which is provided by the Customer or a User to Purple and accessed, stored or otherwise processed by Purple as a Data Processor as part of its provision of the Services to the Customer.

Purple Account Service means the service provided by Purple to Users and by Purple to the Customer under which Users can more efficiently access the WiFi Service without the need to re-key certain Personal Data, details of which are set out at www.purple.ai/purpleaccountservice.

Professional Services means the services, if any, designated as such in the Customer Order.

Purple Party means Purple WiFi Limited, having its registered office at First Floor, Sandringham House, Hollins Brook Park, Bury, BL9 8RN United Kingdom (registered company number 06444980) or Purple WiFi Inc, 8 The Green, Suite#10706, Dover, DE, 19901 United States or Ormit Solutions Limited, First Floor, Sandringham House, Hollins Brook Park, Bury, BL9 8RN United Kingdom (registered company number 07892585) as identified in the Customer Order or if no such designation is made, the Purple Party shall be the Purple Party whose domicile is closest to that of the Customer at the date of this Agreement.

Purple Platform means the online platform provided by Purple through which the Customer may administer the usage of the WiFi Service.

Service means the Implementation Service, Software Service, Purple Account Service and Support Service and such other services which may be set out in the Customer Order.

Support Service and **Service Level Standards (SLAs)** means the service and minimum levels of performance set out at <https://purple.ai/support-service>

Service License means a non-exclusive License in respect of the use of the Software Service at and in relation to the Venue(s) for the Service License Term.

Service Fee means such fee or fees as is set out in the Customer Order, in whichever currency payable, as shall be payable by the Customer to Purple in respect of a Service.

Service License Term means (as relevant) the Initial Term and each Extended Term.

Software Service means provision of the software as a service for the WiFi Service and/or the Maps Service, as the case may be.

Special Terms means the provisions which are set out and identified as "Special Terms" in the Customer Order.

Subprocessor means any person appointed by or on behalf of Purple or any Purple Affiliate to Process Personal Data on behalf of Customer or any Customer Affiliate in connection with this Agreement.

User means any individual natural person who utilises the WiFi Service to access the internet by means of a Device through an Access Point at a Venue or who utilises the Maps Service at a Venue.

Venue means the Customer venue(s) as detailed in the Customer Order at which (1) in the case of the WiFi Service, a User accesses the internet via the WiFi Service and (2) in the case of the Maps Service, a User utilises the Maps Service.

WiFi Service means Purple's hosted software solution, the functionality for which is more particularly detailed at <https://purple.ai/guest-wifi/pricing> and which solution provides: (i) a Customer with a WiFi hotspot platform which may be used by Users to access the internet through one or more Access Points at a Venue; and (ii) Customer analytic functionality and reports usable by Customer personnel via the Purple Platform.

WiFi Service Terms of Use means the terms of use relating to the WiFi Service as publicised from time to time at <https://purple.ai/wifi-terms-of-use/>.

- 1.2 Clause and Appendix headings do not affect the interpretation of this Agreement.
- 1.3 Words in the singular shall include the plural and vice versa.
- 1.4 A reference to one gender shall include a reference to the other genders.
- 1.5 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute statutory provision or any subordinated legislation made under a statute is a reference to such statute, provision or subordinated legislation as in force at the date of this Agreement.
- 1.7 References to clauses and the Appendices are to the clauses of and the Appendices to this Agreement.
- 1.8 Capitalised terms used in the Customer Order which are not defined there shall bear the meaning ascribed to them in this Agreement.

2. Commencement and duration

- 2.1 This Agreement shall commence on the Commencement Date and unless terminated earlier in accordance with clause 12, this Agreement shall continue and remain in force for the Initial Term, and subject to clause 2.2 below, any Extended Term(s).
- 2.2 Unless the Agreement has been terminated in accordance with clause 12, the Agreement shall automatically extend for consecutive periods of one (1) year (each an "**Extended Term**").

3. Implementation Services, Provision of Service Licence and Support Service

3.1 Upon receipt of and subject to the payment of the relevant Service Fee, and subject to the other terms of this Agreement, and as provided under clause 4:

3.1.1 As soon as reasonably practicable after the Commencement Date Purple shall use reasonable endeavours to carry out the Implementation Services;

3.1.2 Purple shall be deemed to have granted to the Customer the Service License;

3.1.3 Purple shall provide the Support Service for the duration of the Service License Term in accordance with the Service Level Standards; and

3.1.4 Where relevant, Purple shall provide the Professional Services.

4. Further Provisions on Implementation, Support and Professional Services

4.1 Purple shall provide the Services with reasonable skill and care in a reliable and professional manner by suitably qualified and experienced personnel and in conformity with Good Industry Practice. Purple will at all times have, the ability and capacity to meet such requirements.

4.2 In certain circumstances Purple may procure the provision of part of the Implementation Services, Support Service and Professional Services through a third party and Purple shall inform the Customer in writing of the identity of such third party.

5. Customer's Obligations

5.1 The Customer shall comply with and procure that its officers, employees, consultants and agents comply with the Customer Obligations.

5.2 The Customer further undertakes to Purple:

5.2.1 to comply at all times with all applicable laws in the relevant jurisdiction;

5.2.2 To promptly provide Purple with the Implementation Information;

5.2.3 where applicable, to ensure that its officers, employees, consultants and agents and Users comply with the WiFi Service Terms of Use;

5.2.4 to notify Purple as soon as reasonably practicable if it becomes aware of any use of the Service by any unauthorised person;

5.2.5 not to provide or otherwise make available the Service in whole or in part in any form to any person other than Users without the prior written consent of Purple; and

5.2.6 not to do (or authorise any third party to do) any act which to the Customer's knowledge might allow a User to access the Service without agreeing to the terms of an EULA or would or might invalidate or be inconsistent with any Intellectual Property Rights of Purple.

5.3 Purple has the right, upon giving fourteen (14) days' notice to the Customer, to disable access to the Service provided to the Customer or any user at any time if, the Customer fails to comply with any of the provisions of this Agreement or otherwise acts in a way that is likely to adversely interfere with Purple's ability to provide the Service to the Customer or any third party. Where access to the Service is disabled in such circumstances, Purple shall not be obliged to refund the Customer the relevant amount of the Service Fee in respect of the period of such disablement.

6. Monetisation

6.1 Purple may, from time to time, during the Service Licence Term, identify Monetisation Opportunities to the Customer. The Customer is not obliged to implement such opportunities, but should it propose to do so, Purple and the Customer shall negotiate in good faith the terms of a revenue sharing agreement in relation to such opportunities.

7. Provisions Relating to any Free Service

7.1 In relation to any Free Service comprising the WiFi Service, clause 9 shall not apply and Purple shall be the Data Controller in relation to Customer Personal Data Processed under such Service.

7.2 Notwithstanding any conflicting terms herein, any Free Services is provided "as-is" without any warranty as to functionality or performance and Purple shall have no indemnification obligations nor any warranty obligation nor any liability of any type with respect to such Free Service unless and only to the extent that such exclusion of liability with respect to such Free Service is not permitted under applicable law, in which case Purple's liability with respect to the free services shall not exceed £500. Without limiting the foregoing, Purple and its Affiliates do not represent or warrant to the Customer, in relation to any Free Service, that:

7.2.1 The use of the Free Service will meet the Customer's requirements;

7.2.2 The Customer's use of the Free Service will be uninterrupted, timely, or free from error; or

7.2.3 That the Support Service and Service Level Standards will be met.

8. Warranties and Intellectual Property Rights

8.1 Each party warrants that it has full capacity and authority, and all necessary Licenses, permits and consents to enter into and perform this Agreement and that

those signing this Agreement are duly authorised to bind the party for whom they sign.

8.2 Purple warrants that:

8.2.1 the Service is proprietary to Purple that it is the owner of the Intellectual property Rights in the Software Service and that it has the right to license all Intellectual Property Rights in and to the Software Service; and

8.2.2 the Service shall function in accordance with the Service Level Standards.

8.3 The warranties set out in this clause 8 are in lieu of all other express or implied warranties or conditions, including implied warranties or conditions of satisfactory quality and fitness for a particular purpose, in relation to this Agreement. Without limitation, Purple specifically denies any implied or express representation that Service will be fit:

8.3.1 to operate in conjunction with any hardware items or software products other than with those that are identified by Purple as being compatible with the Service; or

8.3.2 to operate uninterrupted or error-free.

8.4 Any unauthorised modifications or use of the Service by, or on behalf of, the Customer shall render all Purple's warranties and obligations under this Agreement null and void.

8.5 The Customer acknowledges that all rights in the Service and to all property and Intellectual Property Rights provided to the Customer or otherwise arising under this Agreement, including but not limited to any software used by Purple in connection with the Service, together with all amendments, additions and enhancements to the Service, shall belong exclusively to and shall remain vested in Purple.

8.6 Where Purple provides to the Customer software which enables Users to use the Service, Purple grants to the Customer a non-exclusive, non-transferable License to allow Users to use such software solely for that purpose. The Customer agrees that it shall not without Purple's prior written consent, copy, decompile or modify such software, nor copy any manuals or documentation (except as permitted by law).

8.7 Purple shall indemnify the Customer against all liabilities, costs, expenses, damages and losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with use of the Service, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity ("**Claim**"), the Customer:

- 8.7.1 as soon as reasonably practicable, gives written notice of the Claim to Purple, specifying the nature of the Claim in reasonable detail;
 - 8.7.2 does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Purple (such consent not to be unreasonably conditioned, withheld or delayed);
 - 8.7.3 gives Purple and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable Purple and its professional advisers to examine them and to take copies (at Purple's expense) for the purpose of assessing the Claim. All information provided pursuant to this clause 8.7.3 shall be deemed to be Confidential Information; and
 - 8.7.4 be deemed to have given to Purple exclusive authority to avoid, dispute, compromise or defend the Claim PROVIDED that Purple shall take into account the views of the Customer in respect thereof and shall not take any action that might adversely affect the reputation of the Customer.
- 8.8 Purple shall not in any circumstances have any liability for any claim of infringement of Intellectual Property Rights caused or contributed to by the Customer's use of the Service in combination with software not supplied or approved in writing by Purple.
- 8.9 If use of the Service or receipt of the benefit of the Support Service becomes, or in the reasonable opinion of Purple is likely to become, the subject of any such Intellectual Property Rights infringement claim, Purple shall:
- 8.9.1 replace all or part of the Service with functionally equivalent software or documentation without any charge to the Customer;
 - 8.9.2 modify the Service as necessary to avoid such claim, provided that the Service functions in substantially the same way as the Service before modification; and/or
 - 8.9.3 procure for the Customer a License from the relevant claimant to continue using the Service.

9. Data and Data Protection in relation to WiFi Service

- 9.1 This clause 9 applies only in relation to the WiFi Service.
- 9.2 Purple shall process Customer Personal Data on behalf of the Customer in the course of providing Services to the Customer pursuant to this Agreement.
- 9.3 Purple shall, in the course of or in connection with its Processing of Customer Personal Data or its performance of any obligations involving the Processing of Customer Personal Data under this Agreement, comply with all Data Protection Laws.

- 9.4 In respect of the Parties' rights and obligations under this Agreement regarding Customer Personal Data, the parties hereby acknowledge and agree that the Customer is the Data Controller and Purple is the Data Processor. The Customer will comply with its obligations as Data Controller and Purple will comply with its obligations as a Data Processor under this Agreement.
- 9.5 The Customer understands and acknowledges that it will comply with its obligations as a Data Controller under Data Protection Laws in respect of its Processing of Customer Personal Data and any Processing instructions it issues to Purple; it has provided notice and obtained all consents and rights necessary for Purple to process Customer Personal Data pursuant to this Agreement.
- 9.6 Purple understands and acknowledges that, to the extent that performance of its obligations under this Agreement involves or necessitates the Processing of Customer Personal Data, it shall process such Customer Personal Data only for such purpose and only in accordance with the express written instructions of the Customer including with respect to transfers of Customer Personal Data to a country outside the European Economic Area. (where the EU GDPR or UK GDPR applies) or outside the third country whose Data Protection Laws it is agreed will apply. Purple shall comply promptly with all such written instructions received from the Customer. The parties agree that the Customer's complete and final instructions with regard to the nature and purposes of Processing are set out in this Agreement.
- 9.7 Notwithstanding clause 9.6 above, the Customer acknowledges and authorises Purple to process Customer Personal Data to create anonymised data sets.
- 9.8 Part 1 of Appendix 1 to this Agreement sets out certain information regarding Purple's Processing of the Customer Personal Data as required by Article 28(3) of the GDPR (and, where applicable, equivalent requirements of other Data Protection Laws). the Customer may make reasonable amendments to Part 1 of Appendix 1 by written notice to Purple from time to time as the Customer reasonably considers necessary to meet those requirements. Nothing in Appendix 1 (including as amended pursuant to this clause 9) confers any right or imposes any obligation on any party to this Agreement.
- 9.9 Part 2 of Appendix 1 to this Agreement identifies Subprocessors which Purple may use in relation to the Service.
- 9.10 Purple shall take reasonable steps to ensure the reliability of any officer, employee, agent who may have access to Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Customer Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with applicable laws in the context of that individual's duties to Purple, ensuring that all such individuals shall process Customer Personal Data only in accordance with the express written instruction of the Data Controller

and that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

- 9.11 Subject to clause 9.12, upon termination or expiration of any services involving the Processing of Customer Personal Data, Purple shall delete all copies of those Customer Personal Data.
- 9.12 Purple may retain Customer Personal Data to the extent required by Data Protection Laws and only to the extent and for such period as required by Data Protection Laws and always provided that Purple shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only processed as necessary for the purpose(s) specified in the Data Protection Laws requiring its storage and for no other purpose.
- 9.13 Purple will implement and maintain appropriate technical and organisational security measures to protect Customer Personal Data from Personal Data Breaches and to preserve the security and confidentiality of such Customer Personal Data processed by Purple on behalf of the Customer under this Agreement.
- 9.14 In assessing the appropriate level of security, Purple shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.
- 9.15 Purple shall promptly notify the Customer of becoming aware, if it receives a request from a Data Subject (Data Subject Request) or applicable Supervisory Authority under any Data Protection Law in respect of Customer Personal Data; and ensure that it does not respond to that request except on the documented instructions of the Customer or as required by applicable laws to which it is subject, in which case Purple shall to the extent permitted by applicable laws inform the Customer of that legal requirement before it responds to the request.
- 9.16 Upon the Customer's written request, Purple shall provide reasonable cooperation to assist the Customer to respond to any such request, and in any event within 20 days of receiving such request, as detailed in clause 9.15, relating to the Processing of Customer Personal Data under this Agreement. The Customer shall cover all costs incurred by Purple in connection with its provision of such assistance.
- 9.17 Purple shall notify the Customer without undue delay upon it becoming aware of a Personal Data Breach affecting Customer Personal Data, providing the Customer with sufficient information to allow it to meet any obligations to report or inform Data Subjects of such Personal Data Breach under Data Protection Laws.
- 9.18 Purple shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each Personal Data Breach.

- 9.19 Purple shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with any Supervising Authority or other competent data privacy authorities, which the Customer reasonably considers to be required of itself by Article 35 or 36 of the GDPR or equivalent provisions of any other applicable Data Protection Law, in each case solely in relation to Processing of Customer Personal Data, provided that the Customer shall cover all costs incurred by Purple in connection with its provision of such assistance.
- 9.20 Subject to clause 9.21, Purple shall make available to the Customer such information in Purple's possession or control as the Customer may reasonably request with a view to demonstrating Purple's compliance with this clause 9 and with its obligations as a Data Processor under Data Protection Laws in relation to Purple's Processing of Customer Personal Data.
- 9.21 If the Customer reasonably believes that an audit is necessary to meet its obligations under Data Protection Laws, the Customer may request that a third party (at the Customer's expense) conduct an audit and Purple will provide all assistance reasonably requested by the Customer to accommodate the Customer's request.
- 9.22 Information and audit rights of the Customer and the Customer Affiliates only arise under this clause 7 to the extent that this Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, Article 28(3)(h) of the GDPR or equivalent provisions of any other Data Protection Law).
- 9.23 Nothing in this clause 9 reduces Purple's obligations under this Agreement in relation to the protection of Personal Data or permits Purple to Process (or permit the Processing of) Personal Data in a manner which is prohibited by this Agreement.
- 9.24 This clause 9 shall survive the termination or expiry of this Agreement to the extent that Purple continues to process Customer Personal Data on behalf of the Customer.
- 9.25 Each party agrees to indemnify, and keep indemnified and defend at its own expense, the other party, against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable, due to any failure by the first party or its employees or agents to comply with the terms of this clause 9 and/or the Data Protection Laws.

10. Service Fee and payment

- 10.1 Purple shall invoice and the Customer shall pay the Service Fees as set out in the Customer Order.

- 10.2 All amounts due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due. In respect of the Initial Term, within 30 days of the Commencement Date; and in respect of each Extended Term, not later than 30 days prior to the expiration of the Initial Term of the then current Extended Term.
- 10.3 All fees payable under this Agreement shall be paid either via bank transfer to the Purple bank account details as provided on the invoice, or by credit card (handling fees apply). Purple does not accept payment by cheque.
- 10.4 If Purple ceases to provide the Service due to non-payment of the Service Fee or disables access to the Service pursuant to clause 5.3 and the Customer subsequently requests that the Service is reactivated then Purple shall be entitled to be paid the then current reactivation fee prior to the reactivation of the Service.
- 10.5 Purple reserves the right to charge interest and other costs on any overdue amount due but unpaid at the annual rate of interest of 5% above the London Inter-Bank Offered Rate from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly.
- 10.6 Purple may increase the Service Fee once per year on not less than 60 days' prior written notice to the Customer with any such increase(s) only applying upon the commencement of the next Extended Term.

11. Limitation of Liability

- 11.1 Nothing in this Agreement shall restrict or limit either party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this Agreement.
- 11.2 Save for the indemnity provisions set out at clauses 8.7 and 9 the aggregate liability of each party to the other or to any third party (whether in contract, tort or otherwise) shall be limited to an amount equal to that proportion of the Service Fee paid which is attributable to the calendar year within which such claim arises.
- 11.3 Neither party excludes or limits its liability for:
- 11.3.1 its fraud; or
 - 11.3.2 death or personal injury caused by its negligence; or
 - 11.3.3 any other liability which cannot be excluded or limited by applicable law.
- 11.4 Neither party shall have any liability in respect of any indirect or consequential losses, damages, costs or expenses whether or not such losses were reasonably foreseeable or that party or its agents or contractors had been advised of the possibility of such losses being incurred.

11.5 Any dates quoted for delivery of any Service are approximate only., and the time of delivery is not of the essence.

11.6 Purple shall not have any liability for any delay in delivery of the Service or any services that is caused by an event outside of its reasonable control or the Customer's failure to provide Purple with adequate instructions or information.

12. Termination

12.1 This Agreement may be terminated:

- 12.1.1 by Purple if the Customer shall have failed to pay the Service Fee in accordance with clause 10 and the said sum remains outstanding 7 days after Purple has notified the Customer in writing of that fact;
- 12.1.2 by Purple if the Customer operates out of, or uses or attempts to use the Services in, any geographical zone or regime which is the subject of any governmental sanctions;
- 12.1.3 by either party at any time on not less than thirty (30) days' prior written notice to the end of the current Initial Term or Extended Term. For the avoidance of any doubt failure to terminate within the aforementioned conditions will result in a further Extended Term;
- 12.1.4 by either party immediately on giving written notice to the other where such other party has committed a material breach of this Agreement and, in the case of a breach which is capable of being remedied, the recipient of such notice shall have failed to remedy such breach within 14 days after receiving a notice from the other party requesting it to do so; and
- 12.1.5 by either party immediately on giving written notice to the other if it becomes apparent that the other party has become insolvent or has had a receiver, administrator or administrative receiver appointed, or has applied for or has called a meeting of its creditors, or has resolved to go into liquidation (except for a bona fide amalgamation or reconstruction while solvent), or an application is made to appoint a provisional liquidator or for an administration order or notice of intention to appoint an administrator is given or a proposal is made for a voluntary arrangement or any other composition, scheme or arrangement with or assignment for the benefit of any of the other party's creditors, or any event analogous to any of the foregoing occurs in any jurisdiction or if the other party ceases or threatens to cease to carry on business.

12.2 Upon termination of this Agreement for any reason:

- 12.2.1 Purple will cease to provide the Service and any further services to the Customer; and

12.2.2 other than as set out in this Agreement, neither party shall have any further obligation to the other under this Agreement.

12.3 Upon termination of this Agreement by the Customer for cause pursuant to clauses 12.1.4 and/or 12.1.5, Purple shall immediately refund all monies paid by the Customer in respect of any period between the date of termination and the end of the Initial Term or (as appropriate) the Extended Term.

12.4 Upon termination of this Agreement by Purple for cause pursuant to clauses 12.1.4 and/or 12.1.5, the Customer will not be entitled to any refund for monies paid in advance and in the event money is owed to Purple, in respect of any period between the date of termination and the end of the Initial Term or (as appropriate) the Extended Term, shall be immediately payable by the Customer.

12.5 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

12.6 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

13. Confidentiality

13.1 Each of the parties agrees that the commercial terms of this Agreement and any information relating to the business of the other which is passed to it by the other in connection with this Agreement shall, at all times, be kept and shall remain confidential.

13.2 The confidential information referred to in clause 13.1 may be disclosed by a party only to such of its officers, employees, contractors, auditors or other professional advisors to whom and to the extent to which disclosure is necessary for the fulfilment of this Agreement or for the purposes of professional advice, subject to the relevant party ensuring that any such individual is under a duty to maintain the confidentiality of any such information that is disclosed to him. No confidential information may be disclosed to a third party without the prior written consent of both parties unless and to the extent that such disclosure is required by law.

13.3 Information that:

13.3.1 is or becomes publicly known other than through any act or omission of the receiving party;

13.3.2 was in the other party's lawful possession before the disclosure;

13.3.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

13.3.4 is independently developed by the receiving party, which independent development can be shown by written evidence;

13.3.5 shall not be regarded as confidential information for the purposes of clause 13.1.

13.4 The obligations of confidentiality in this clause 13 shall continue to apply after termination of this Agreement.

14. Change request

14.1 Either party may notify the other party at any time during the term of this Agreement of a request by that party to vary this Agreement (including in respect of adding functionality to the Service, or providing bespoke services and/or deliverables in respect of any Venue(s)).

14.2 Within fourteen (14) days of receipt of such notice, Purple shall prepare for the Customer a written estimate of the cost of the same and of any effect that the requested change would have on the Agreement.

14.3 Within fourteen (14) days of receipt of the written estimate referred to in clause 14.2, the Customer shall inform Purple in writing of whether or not the Customer wishes the requested change to be made. If the change is agreed, no change shall come into effect until the Parties have agreed and signed a written agreement specifying, in particular, any changes to the Services and any fees, and this Agreement in general.

14.4 Neither party shall unreasonably withhold or delay agreement to a change reasonably requested by the other party. Both Parties shall use their respective reasonable endeavours to agree to the change and in a timely manner.

15. General

15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed as follows:

15.1.1 If the Purple Party is Purple WiFi Limited, in accordance with the laws of England and Wales and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) or

15.1.2 If the Purple Party is Purple WiFi Inc, in accordance with the laws of Delaware and each party irrevocably agrees that the courts of Delaware shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims)

- 15.2 The parties agree to comply with all applicable laws relating to their respective activities and obligations under this Agreement.
- 15.3 All notices which are required to be given under this Agreement shall be in writing and shall be sent either by email to such email address as the recipient may designate or by first class pre-paid recorded delivery post or airmail to the registered office address of the recipient or such other address as the recipient may designate by notice given to the sender. Any notice sent by email shall be deemed to have been served one hour after it is sent (save where the sender receives notification that such email has not been delivered) and any notice sent by first class pre-paid recorded delivery post or airmail shall be deemed to have been served 48 hours after posting.
- 15.4 A failure to exercise or a delay in exercising a right or remedy provided by this Agreement or by law shall not constitute a waiver of such right or remedy. If an effective waiver of any breach of any of the terms of this Agreement is made, then such waiver shall not constitute a waiver in respect of any other breach of such term or any breach of any other term.
- 15.5 The terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations concerning the supply, licensing and use of the Service which might but for this clause have effect between Purple and the Customer or would otherwise be implied or incorporated into this Agreement or considered to take effect as a collateral contract, whether by statute, common law, trade usage, course of dealing or otherwise, all of which are agreed to be excluded to the fullest extent permitted by law.
- 15.6 The Special Terms shall be incorporated into this Agreement.
- 15.7 Where there is any conflict between the provisions of clause 7 ("Provisions relating to any Free Service"), any Special Terms and the other terms of this Agreement, these shall be resolved in descending order of precedence as follows: (1) the provisions of clause 7 (2) the Special Terms and (3) the other terms of this Agreement.
- 15.8 Other than in relation to Special Terms, no variation of this Agreement shall be valid unless it is in writing, it expressly states that it varies this Agreement and it is signed by authorised representatives of each party.
- 15.9 A person who is not a party to this Agreement has no right to enforce any term of this Agreement.
- 15.10 No delay, failure or default in the performance of any obligation under this Agreement shall constitute a breach of contract to the extent caused by circumstances beyond the reasonable control of the party whose performance is affected but nothing in this clause shall excuse the Customer from any payment obligations under this Agreement.

15.11 If any term of this Agreement is or becomes unenforceable or invalid, such invalidity or unenforceability shall not affect the other terms of this Agreement which shall remain in full force and effect. If any term of this Agreement is or becomes invalid or unenforceable but would be valid or enforceable if some part of it were deleted or modified by the parties, the term in question shall apply with such modification as may be necessary to make it valid and enforceable. The parties shall act reasonably and in good faith to agree any such modification.

APPENDIX 1

PART 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA IN RELATION TO THE WIFI SERVICE

1) Subject-matter of the Processing of Customer Personal Data

The subject matter of the Processing of Customer Personal Data is set out in this Agreement.

2) Duration of the Processing of Customer Personal Data

The duration of the Processing under this Agreement will be the term of this Agreement.

3) Nature and purpose of the Processing of Customer personal Data

The purpose of the data Processing under this Agreement is the provision of the Services to Customer and the performance of Purple's obligations under this Agreement (or as otherwise agreed by the Parties).

4) Types of Customer Personal Data to be Processed

Personal identification and contact data as stated in this Agreement

5) Categories of Data Subjects

Customer's employees and agents involved in using and managing the Services.

6) The obligations and rights of Customer and Customer Affiliates

The obligations and rights of Customer and Customer Affiliates are set out in the Agreement.

PART 2: DETAILS OF APPROVED SUBPROCESSORS IN RELATION TO THE WIFI SERVICE

Entity Name	Hosting Location	Area of work
Google Cloud Platform	London	Cloud hosting platform - UK
Google Cloud Platform	Amsterdam	Cloud hosting platform - EMEA
Google Cloud Platform	Melbourne	Cloud hosting platform - APAC
Google Cloud Platform	California	Cloud hosting platform - Americas
Twilio Inc. (Sendgrid)	United States	Email delivery and communication platform - US
Zendesk	Europe	Helpdesk support services
ZoomInfo Technologies LLC	New York	Email validation platform - US