END USER LICENSE AGREEMENT

X30 Group Limited trading as Guest WiFi Hotspot a company registered in England and Wales under number 09629184 whose registered office is at 67 Agincourt Road, Lichfield, WS14 0GH (**Supplier**)

BACKGROUND

(A)   The Supplier has developed certain software applications and platforms which it makes available via the hardware provided.

(B)   The Customer wishes to use the Supplier's software on the hardware provided by the Supplier or supplied by the Customer.

(C)   The Supplier agrees to provide and the Customer agrees to take and pay for the Supplier's software and hardware subject to the terms and conditions of this agreement.

Agreed terms

1.   Interpretation

1.1   The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: the Customer and those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 3.2(d).

Controller, processor, data subject, personal data, personal data breach, processing and **appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data Protection Legislation: the European Data Protection Legislation, the Data Protection Act 2018 and any other relating to personal data and all other legislation and regulatory

requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

Documentation: the document made available to the Customer by the Supplier online via https://www.guestwifihotspot.com/support/ or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of first use of the Services or Software

European Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in Europe including the General Data Protection Regulation ((EU) 2016/679); the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Hardware: the hardware the Customer is buying from the Supplier in order to use the Software.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies. Whether mandatory or not), international and national standards, and sanctions, which are applicable to either the Customer or an Authorised User (but not the Supplier) relating to security of network and information systems and security breach and incident reporting requirements.

Initial Subscription Term: the initial term is 12 months.

Renewal Period: the period described in clause 15.1.

Services: the subscription services provided by the Supplier to the Customer under this agreement via guestwifihotspot.com or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as set out in paragraph 0 of **Error! Reference source not found.**.

Subscription Term: has the meaning given in clause 15.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Services Policy: the Supplier's policy for providing support in relation to the Services as made available at https://www.guestwifihotspot.com/support/ or such other website address as may be notified to the Customer from time to time.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 10.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software,

hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

2.   Hardware purchase

2.1   The Customer agrees to buy the Hardware from the Supplier for the price as set out in Schedule 1 and the full title and risk in the Hardware passes to the Customer upon the payment of the fees set out in Schedule 1.1.

2.2   The Supplier agrees to install and configure the Software on the Hardware for the Customer in accordance with the price set out in Schedule 1.4.

3.   User Licence

3.1   Subject to the Customer purchasing the User Subscriptions in accordance with clause 10.1, the   restrictions set out in this clause 3 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's use and not for any commercial on sale.

3.2   In relation to the Authorised Users, the Customer undertakes that:

(a)   the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b)   it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c)   each Authorised User shall keep a secure password for his use of the Services and Documentation, and that each Authorised User shall keep his password confidential;

(d)   it shall maintain a written, up to date list of current Authorised Users;

(e)   it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Supplier's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

(f)   if any of the audits referred to in clause 3.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

(g)   if any of the audits referred to in clause 3.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out in paragraph 0 of **Error! Reference source not found.** within 10 Business Days of the date of the relevant audit.

3.3   The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

(a)   is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

(b)   facilitates illegal activity;

(c)   depicts sexually explicit images;

(d)   promotes unlawful violence;

(e)   is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or

(f)   is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

3.4   The Customer shall not:

(a)   except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

(i)   attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any

portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

    (ii)   attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

(b)   access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

(c)   use the Services and/or Documentation to provide services to third parties; or

(d)   subject to clause 23.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e)   attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3; or

(f)   introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

3.5   The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

3.6   The rights provided under this clause 3 are granted to the Customer only.

4.   Additional user subscriptions

4.1   The Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in paragraph 3 of **Error! Reference source not found.** and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

5.   Services

5.1   The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.

5.2   The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

(a)   planned maintenance carried out; and

(b)   unscheduled maintenance performed.

5.3   The Supplier will, as part of the Services, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.

6.   Customer data

6.1   The Customer shall own all right, title and interest in and to all of the Customer Data including personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

6.2   The Supplier shall follow its archiving procedures for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party.

6.3   Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 6 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

6.4   The parties acknowledge that:

(a)   if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this agreement, the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation.

(b)   the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this agreement.

6.5   Without prejudice to the generality of clause 6.3, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement so that the Supplier may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.

6.6   Without prejudice to the generality of clause 6.3, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:

(a) process that personal data only on the documented written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier and/or any domestic law to process personal data (**Applicable Laws**). Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;

(b) not transfer any personal data outside of the European Economic Area unless the following conditions are fulfilled:

(i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;

(ii) the data subject has enforceable rights and effective legal remedies;

(iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

(iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

(c) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(d) notify the Customer without undue delay on becoming aware of a personal data breach;

(e) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and

(f) maintain complete and accurate records and information to demonstrate its compliance with this clause 6 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

6.7 Each party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data,

ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

6.8   Either party may, at any time on not less than 30 days' notice, revise this clause 6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

7.   Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

8.   Supplier's obligations

8.1   The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

8.2   The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1.

8.3   The Supplier:

(a)   does not warrant that:

(i)   the Customer's use of the Services will be uninterrupted or error-free; or

      (ii)   that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or

      (iii)   the Software or the Services will be free from Vulnerabilities; or

      (iv)   the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.

   (b)   is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.4   This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

8.5   The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

9.   Customer's obligations

The Customer shall:

   (a)   provide the Supplier with:

      (i)   all necessary co-operation in relation to this agreement; and

      (ii)   all necessary access to such information as may be required by the Supplier;

     in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

   (b)   without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;

   (c)   carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

   (d)   ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;

   (e)   obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;

(f)   ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and

(g)   be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10.   Charges and payment

10.1   The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 10 and **Error! Reference source not found.** and any support fees in accordance with clause 5.3 and **Error! Reference source not found.**.

10.2   The Customer shall on the Effective Date ensure it has in place valid, up-to-date and complete direct debit mandates in favour of the Supplier acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, the Customer:

(a)   hereby accepts that the Supplier will direct debit the Subscription Fees:

(i)   on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii)   subject to clause 15.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;

10.3   If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:

(a)   the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b)   interest shall accrue on a daily basis at the rate of 8%.

10.4   All amounts and fees stated or referred to in this agreement:

(a)   shall be payable in GDP pounds sterling; and

(b)   are, subject to clause 14.3(b), non-cancellable and non-refundable.

10.5   The Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased, the support fees payable pursuant to clause 5.3 and/or the excess storage fees payable pursuant to clause **Error! Reference source not**

found. at the start of each Renewal Period upon 90 days' prior notice to the Customer and **Error! Reference source not found.** shall be deemed to have been amended accordingly.

11. Proprietary rights

11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

12. Confidentiality

12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that:

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

(b) was in the other party's lawful possession before the disclosure;

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

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

12.2 Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.

12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible

and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.5   The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

12.6   The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

12.7   No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

12.8   The above provisions of this clause 12 shall survive termination of this agreement, however arising.

13.   Indemnity

13.1   The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:

    (a)   the Customer is given prompt notice of any such claim;

    (b)   the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

    (c)   the Customer is given sole authority to defend or settle the claim.

13.2   The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

    (a)   the Supplier is given prompt notice of any such claim;

    (b)   the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

    (c)   the Supplier is given sole authority to defend or settle the claim.

13.3   In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

13.4   In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

(a)   a modification of the Services or Documentation by anyone other than the Supplier; or

(b)   the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

(c)   the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

14.   Limitation of liability

14.1   Except as expressly and specifically provided in this agreement:

(a)   the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

(b)   all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and

(c)   the Services and the Documentation are provided to the Customer on an "as is" basis.

14.2   Nothing in this agreement excludes the liability of the Supplier:

(a)   for death or personal injury caused by the Supplier's negligence; or

(b)   for fraud or fraudulent misrepresentation.

14.3   Subject to clause 14.1 and clause 14.2:

(a)   the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special,

indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

(b)   the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 13.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid for the User Subscriptions.

15.   Term and termination

15.1   This agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 months (each a **Renewal Period**), unless:

(a)   either party notifies the other party of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or

(b)   otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

15.2   Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a)   the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;

(b)   the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;

(c)   the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(d)   a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

(e)   an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(f)   the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(g)   a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(h)   a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or

(i)   the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3   On termination of this agreement for any reason:

(a)   all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;

(b)   each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c)   the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 6.6(c), unless the Supplier receives, no later than ten days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

(d)   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 shall not be affected or prejudiced.

16.   Force majeure

The Supplier shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its

business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

17.   Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

18.   Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19.   Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20.   Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21.   Severance

21.1   If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

21.2   If any provision or part-provision of this agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Entire agreement

22.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

23. Assignment

23.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

23.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

24. Governing law

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 in accordance with the laws of England and Wales.

25. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales 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).

Signed by the Customer:

Signed by the Supplier:

Schedule 1   Service Description and Fees

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Service Description

- **Hardware**

Any Ubiquiti Unifi hardware managed by a Unifi Cloud Controller either supplied by us or existing equipment managed and installed by you.

- **Captive Portal (Software Service)**
  The screens displayed on a compatible guest device.

- **Dashboard (Software Service)**

The dashboard made available to the customer to enable account administration and configuration tools.

The software services are delivered over the internet, also known as software as a service (SaaS).

Provision of Hardware

In all cases…

When we are responsible for providing hardware. We provide pre-configured access points, controlled via the internet using cloud-based software. Our access points are configured to the manufacturer specification for operating our external captive portal and will be hosted on the Guest WiFi Cloud Controller unless otherwise agreed.

- You will be responsible for installing the device in line with the manufacturer's instructions provided see installation fees **Configuration and Installation Fees** in section 4 of **Fees**

- You have or are going to supply an internet connection to your site(s). Additionally, you are responsible for supplying this connection, paying its costs and the checking the suitability of the service.

- You understand that the speed of your network will be limited to the speed of the incoming network connection.

- If not supplied, you will require a DHCP enabled router and you understand that any hardware not supplied by us is to be maintained and configured by you.

- You understand that we are not liable for the content that passes through your network, nor do we log visitor traffic requests. Traffic logging is available at an additional charge.

- Unless specified, DNS based traffic filtering is available at an additional charge.

- We make no warranties around network security, it is a publicly accessible service and as such classified as inherently insecure.

- Guest policies are applied however, you should seek network security advice if security sensitive devices are attached to the network.

- All hardware comes with a 12 month manufacturer's warranty unless stated otherwise.

Provision of Captive Portal

You will be supplied with a captive portal. This is the set of screens that enables your guest to get online.

The captive portal will be branded to your business using graphics supplied by you or sourced by the Supplier team. The captive portal can be configured using your dashboard at any time. This includes important consent notices used in GDPR. It is your responsibility that the Terms, Privacy and other notices are legally compliant and fit with your business.

We do not provide legal advice on GDPR.

Provision of Dashboard

A dashboard will be available to you per subscription.
Your username and password will be emailed to you on account setup.

Advanced Configuration

Should you require additional configuration options within your network, for example VLAN tagging, an engineer will discuss and carry out these changes remotely at no extra charge.

Fees

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1.   Hardware Fees

Hardware fees are set out in writing within the sale negotiation emails sent to you

2.   Subscription Fees

You agree to use the service for a minimum period of 12 months.
Where applicable, all fees a subject to VAT at the prevailing rate.

The Subscription Fees are set out in writing within the sale negotiation emails sent to you
And based on the number of User Subscriptions at the monthly rate per User Subscription.

3.   Additional User Subscription Fees

Additional User Subscriptions may be purchased by the Customer in accordance with clause 4 at a negotiated amount per User Subscription.

4.   Configuration and Installation Fees

The Configuration Fees are included within the hardware fee

5.   Support Fees

Standard support fees are **included** in the Subscription Fee

Standard support includes:

- Email support via our ticketing platform

- Assistance using and configuring your dashboard

- Assistance troubleshooting device setup

Additional support is available at £50 + VAT per hour or part thereof.

Networks can be complicated and it is at our discretion, we reserve the right to charge an additional support fee for any support request lasting more than 30 minutes per site in any 30 day period.