



Product Use Terms for WiFi Analytics Service (powered by Purple WiFi Limited)

Effective May 9, 2017

1. Definitions

- a. WiFi Analytics Service ("Service") is a hosted software solution which provides (i) a WiFi hotspot platform for use by individuals on the WiFi hardware; (ii) customer analytics services and marketing opportunities; and (iii) ancillary support services.
- b. "Customer" means an entity that purchases from MetTel the license to use the Service in accordance with these Product Use Terms and the Master Service Agreement between MetTel and such Customer.
- c. "End User" means the individual using the Services provided to Customer.

- 2. EULA & Privacy Policy.** Customer acknowledges and agrees that each End User of the Service is required to accept the terms of the then-current End User License Agreement (EULA) and Privacy Policy as a condition precedent of using the Service. Copy of the applicable EULA and Privacy Policy are available from Purple Wifi Limited.
- 3. Term.** Notwithstanding anything to the contrary, if not extended by express written agreement between MetTel and Customer or renewed prior to the date of expiration by a service order attachment, access to the Service will automatically terminate upon the expiration of the applicable term.



Product Use Terms for WiFi Analytics Service (powered by MyWiFi)

Effective October 26, 2017

1. Definitions.

- a. "Applicable Privacy Laws" means any federal, state or provincial legislation now in force or that may in the future come into force governing (i) the collection, use, disclosure and management of Personal Information, or (ii) the sending of commercial electronic messages or spam, applicable to a party or to the Services.
- b. "Customer" means an entity that purchases from MetTel the license to use the Service in accordance with these Product Use Terms and the Master Service Agreement between MetTel and such Customer.
- c. "End User" means the individual using the Services provided to Customer.
- d. "Personal Information" means information about an identifiable individual, and includes any information that is "personal information" within the meaning of one or more Applicable Privacy Laws.
- e. MyWiFi is the underlying third party provider of the Service.
- f. "WiFi Analytics Service" or "Service" is a hosted software solution which provides a proprietary Wi-Fi hotspot management, advertising and analytics platform, certain related hardware (routers and gateways) and ancillary services.

2. **Terms of Use and Privacy Policy.** Customer acknowledges and agrees that each End User of the Service is required to accept MyWiFi's then-current terms of use and privacy policy as a condition precedent of using the Service. Copy of the applicable terms of use and privacy policy are available from MyWiFi.
3. **Compliance.** Customer shall comply with all Applicable Privacy Laws when using the Services and will be accountable for all processing of Personal Information in connection with MyWiFi Service for the purpose of Applicable Privacy Laws (including obtaining any necessary consents from End Users).
4. **Remote Access:** For certain implementations Customer may ask MyWiFi to manage the implementation and provision of the MyWiFi Wi-Fi Service remotely by directly accessing Customer's existing equipment (in each case where such equipment is supported by MyWiFi). In doing so, Customer shall (i) grant MyWiFi all rights necessary to remotely access, use and modify such equipment without any further consent from or notice to Customer; and (ii) agrees that, where Customer provides MyWiFi with login credentials in order to access such equipment, all such access is done at Customer's own risk, as applicable.
5. **MyWiFi ownership.** MyWiFi owns and shall continue to own all right, title and interest including intellectual property and proprietary rights in and to the Services.
6. **Representations.** Customers shall not make any false or misleading representations or warranties with regard to MyWiFi or the MyWiFi Wi-Fi Service (or the components thereof), or engage in deceptive business practices. Customer shall refrain from communicating any information with respect to guarantees or warranties regarding the MyWiFi Wi-Fi Service, except such as are expressly authorized by MyWiFi or are set forth in MyWiFi's literature or other promotional materials.