

SPECIFIC CONDITIONS G2 – WIFI SERVICES

These Specific Conditions govern the WiFi Services that may be provided by the Company under an Order Form, together with any other document or terms and conditions referred to in the Order Form including but not limited to the General Terms & Conditions for the Supply of Products and/or Services (the "Conditions") and Specific Conditions X3 – Standard Operational Services, which shall be deemed to be incorporated into the Contract for the performance of any WiFi Services performed under these Specific Conditions.

The WiFi Services set out under the headings "WiFi Engage Services", "WiFi Protect Services" and "Friendly WiFi" will be provided by the Company only if such Services are referred to as being part of this Contract in the Order Form.

1 DEFINITIONS

- 1.1 Capitalised terms used in these Specific Conditions shall have the following meanings for the purposes of these Specific Conditions only:
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| "Captive Portal" | means the user interface which allows Guests to access the Guest WiFi; |
| "Daisy WiFi Engage Platform" | means the cloud-based portal solution that allows the Customer to regulate access to its Guest WiFi; |
| "Downtime" | means any period of time where the WiFi Services are entirely unavailable; |
| "EULA" | means the end user licence agreement(s) which the Guest is required to adhere to when using any of the WiFi Services; |
| "Fair Usage Policy" | means the policy for the reasonable and fair use of the WiFi Services as set out in paragraph 12; |
| "Friendly WiFi" | means the Services to be provided by the Company to the Customer in accordance with paragraph 8; |
| "Guest" | means an individual natural person who connects to the Customer's Guest WiFi; |
| "Guest WiFi" | means the internet facilities made available to a Customer's Guest; |
| "Hardware and Software" | means the Customer's equipment on which the WiFi Services are deployed; |
| "Implementation Package" | means the services provided in accordance with paragraph 4.4.1(a); |
| "Initial Licence" | means the first WiFi Engage Licence to be activated at the first Venue where WiFi Services are deployed; |
| "Initial Training" | means the training to be provided in accordance with paragraph 4.4.1(b); |
| "Licence" | means any WiFi Engage Licence and/or WiFi Protect Licence purchased by the Customer; |
| "Licence Start Date" | means the date on which the first WiFi Engage Licence is activated at the first Venue to be brought online; |
| "Licence Term" | means the duration for which the Customer has purchased the WiFi Engage Licence as specified in the Order Form; |
| "MAC" | means the unique device identifier associated with any device connected to a network; |
| "Maintenance Services" | means a form of break-fix maintenance service which is provided by the Company or by a third party to the Customer; |
| "Managed Services Package" | means the services provided in accordance with paragraph 4.4.1(c); |
| "Protect" | means a separate chargeable licence that can be added to a WiFi Engage Licence that provides content filtering for the Customer and/or its Guests when using the Guest WiFi; |
| "Scheduled Service Downtime" | means Downtime in order for the Company to perform maintenance and/or upgrades on its computer systems, network and infrastructure; |
| "Software Documentation" | means any documentation, user manuals or other information made available by the Company to the Customer to aid in the operation and use of the WiFi Engage Software; |
| "Supplemental Licences" | means any Verify and/or Protect licences purchased by the Customer, as specified on the Order Form; |
| "Venue" | means the Customer location at which Guests access the Guest WiFi through a Wireless Access Point in relation to which a licence has been registered; |
| "Verify" | means a separate chargeable licence that can be added to the WiFi Engage Enterprise Licence which enables the Customer to verify a Guest's email credentials through the Daisy WiFi Engage platform; |
| "WiFi Engage Enterprise Licence" | means an enhanced licence provided to the Customer which offers all the features and functionality of the WiFi Engage Network Licence with certain additional functionality; |
| "WiFi Engage Licence" | means either or both of the WiFi Engage Network Licences and WiFi Engage Enterprise Licences purchased by the Customer, as specified in the Order Form; |
| "WiFi Engage Network Licence" | means the standard licence provided to the Customer which allows the Customer to make use of the most common features and functionalities of the Daisy WiFi Engage Platform on a Wireless Access Point; |
| "WiFi Engage Services" | means the WiFi Engage Software and associated services provided by the Company in accordance with paragraphs 4, 5 and 6; |
| "WiFi Engage Software" | means the software provided to the Customer by the Company in connection with the WiFi Engage Services, which is licensed to the Company for resale and purchased by the Customer in the volumes set out in the Order Form; |
| "WiFi Protect Services" | means a cloud-delivered security service, which uses Third Party Software, provided and managed by the Company in accordance with paragraph 7, that provides content filtering for the Customer and/or its Guests when accessing the internet from the Customer's Wireless Access Points; |
| "WiFi Services" | means the Services provided by the Company to the Customer in accordance with these Specific Conditions; and |
| "Wireless Access Point" | means the network hardware on which the purchased licences are deployed and through which the Guest WiFi is accessed. |

- 1.2 All other capitalised terms that are not defined in paragraph 1.1 shall have the meanings stated in the Conditions and/or Specific Conditions X3 – Standard Operational Services.

2 COMMENCEMENT DATE

- 2.1 The Commencement Date of the WiFi Services shall be the date specified as such in the Order Form or, if no date is specified, the date on which the Company commences provision of the WiFi Services to the Customer.

3 TERM AND MINIMUM TERM

- 3.1 The Minimum Term for the WiFi Services is as specified in the Order Form, or if no Minimum Term is specified, 12 (twelve) calendar months from the Commencement Date of the WiFi Services.
- 3.2 The Licence Term for the WiFi Engage Licence is as specified in the Order Form and shall commence on the Licence Start Date. The Licence Term may not necessarily be the same as the Term.

4 WiFi Engage Services

4.1 Where specified in the Order Form that the Company is providing WiFi Engage Services, the Company will provide WiFi Engage Services and WiFi Engage Software in accordance with the provisions of paragraphs 4, 5 and 6.

4.2 WiFi Engage License

- 4.2.1 The Customer will be provided with the number and type of WiFi Engage Licence as specified in the Order Form.
- 4.2.2 Where the Customer purchases additional Licences during the Licence Term the Licence Term will be adjusted to be co-terminous with the first WiFi Engage Licence to be activated under the Contract and the Charges in respect of such additional licences will be pro-rated accordingly.
- 4.2.3 The Customer may transfer its Licence to any Wireless Access Point in its estate but can only ever have a maximum number of concurrently registered Wireless Access Points as the number of WiFi Engage Licences purchased, as specified in the Order Form.
- 4.2.4 The Customer may elect to upgrade its WiFi Engage Licence from the WiFi Engage Network Licence to the WiFi Engage Enterprise Licence at any time during the Licence Term by placing a new order for the upgrade and paying the difference in Charges. For the avoidance of doubt, the Customer may not downgrade from the WiFi Engage Enterprise Licence until after expiry of the Licence Term.
- 4.2.5 The Customer may purchase Supplemental Licences that augment its existing WiFi Engage Licence and which are only available in conjunction with another WiFi Engage Licence.
- 4.2.6 Where the Customer has purchased a Supplemental Licence, the Customer shall be responsible for making any configuration changes to its environment to enable the functionality of the Supplemental Licence save where the Customer has also purchased Managed Broadband Services in which case the Company will make such configuration changes in accordance with Specific Conditions J1 – Connectivity Services.
- 4.2.7 Where the Licence Term extends beyond the Term of the Contract the Customer shall continue to be liable for all Charges in respect of the WiFi Engage Licence until the end of the Licence Term. This paragraph shall survive termination of this Contract

4.3 WiFi Engage Functionality

- 4.3.1 The Captive Portal provides a registration and authorisation mechanism for Guests to use the Customer’s Guest internet facilities.
- 4.3.2 The functionality of the Captive Portal includes the following:
 - (a) a Guest registration splash page presented on initial connection by the Guest;
 - (b) the collection of Customer specified data from the Guest upon initial registration;
 - (c) the ability to add a customisable Customer EULA for use of the Daisy WiFi Engage Platform. Guests are required to agree to and accept the Vendor’s EULA whether or not the Customer elects to add its own EULA;
 - (d) Guest “opt in” for data to be used for marketing purposes; and
 - (e) automatic recognition of a Guest when a device previously connected to the Customer’s Guest WiFi attempts to connect again.
- 4.3.3 In addition to the features of the Captive Portal, the Daisy WiFi Engage Platform provides the Customer with configuration capabilities to customise the Captive Portal as well as the reporting and analytics tools to understand and interpret information gathered through the Captive Portal. The features enabled depend on the type of WiFi Engage Licence purchased.

4.4 WiFi Engage Deliverables

- 4.4.1 The WiFi Engage Services include the following deliverables:
 - (a) **Implementation Package**
 - (i) Where the Order Form specifies that the Customer has purchased the Implementation Package the Company will provide the following services:
 - (A) **Platform Setup and Configuration**
 - (1) The Company will set up and configure the Daisy WiFi Engage Platform for use in the Customer’s environment.
 - (B) **Splash Page Design**
 - (1) The Company will design and build a single splash page (unless specified otherwise), in accordance with the Customer’s reasonable requirements.
 - (C) **Access Journey**
 - (1) The Company will create a bespoke Guest experience to facilitate how the Customer’s Guests access the guest WiFi.
 - (ii) The Implementation Package is a one-off deliverable that is invoiced in advance and payable in accordance with the Conditions.
 - (b) **Initial Training**
 - (i) Where the Order Form specifies that the Customer has purchased Initial Training, the Company will provide training to the Customer to facilitate the Customer’s use of the WiFi Engage Software.
 - (ii) Initial Training is a one-off deliverable that is invoiced in advance and payable in accordance with the Conditions.
 - (c) **Managed Services Package**
 - (i) Where the Order Form specifies that the Customer has purchased a Managed Services Package the Customer will receive a fixed number of hours, as specified in the Order Form, which may be utilised for any of the services listed in paragraph 4.4.1 (c)(v) below.
 - (ii) All Charges in respect of the Managed Services Package as detailed in the Order Form accrue on the Commencement Date but are amortised over the Term. The Customer will be invoiced annually in advance for a pro rata share of the Charges.
 - (iii) The Customer may make use of the full allotment of hours in the Managed Services Package, as specified in the initial Order Form, at any time during the Term.
 - (iv) The Customer may purchase additional Managed Services Packages which will be invoiced as one-off Charges at the time of purchase. The hours purchased will remain valid for the remainder of the Term.
 - (v) The Managed Service Package may be used in respect of the following services:
 - (A) **Business Consultation**

- (1) The Company will provide the Customer with workshopping and strategy advice to maximise the benefits of the Daisy WiFi Engage Services.
- (B) **Access Journey Optimisation**
 - (1) The Company will carry out any reasonable updates to the Customer's splash pages as requested by the Customer.
- (C) **Activation**
 - (1) The Company will assist the Customer in integrating other compatible tools, for use within the Daisy WiFi Engage Platform, to create, launch and report on campaigns in a manner that is aligned with the Customer's business objectives.
- (D) **Training**
 - (1) The Company will provide the Customer with additional training to enable the Customer to make configuration changes on the Daisy WiFi Engage Platform.
- (E) **Insights**
 - (1) The Company will provide the Customer with market insights and guide the Customer on what data the Customer might collect through the Daisy WiFi Engage Platform and how best to use such data to achieve its business objectives.
- (F) **Platform Management**
 - (1) The Company will action MAC changes to the Daisy WiFi Engage Platform at the Customer's request.
- (d) **Service Desk**
 - (i) Where the Order Form specifies that the Customer has purchased Service Desk and/or Change Management the Company will deliver these Services in accordance with Specific Conditions X3 – Standard Operational Services.
 - (ii) For the purposes of these Specific Conditions, Change Management shall be restricted to a Standard Change in accordance with paragraph 4.8.3 of Specific Conditions X3 – Standard Operational Services.
 - (iii) Service Desk and Change Management are on-going deliverables invoiced as annual recurring Charges.

5 WiFi ENGAGE SOFTWARE

- 5.1 The Company grants the Customer a non-exclusive, non-transferable, revocable licence for the Customer and the Guest to use the WiFi Engage Software and the Software Documentation at the Customer Premises.
- 5.2 The Customer agrees that any attempt to use the WiFi Engage Software on more than the specified number of Wireless Access Points shall constitute a material breach of this Contract.
- 5.3 The Customer shall effect and maintain adequate security measures to safeguard the WiFi Engage Software and Software Documentation from theft or unauthorised use. This section shall survive termination of this Contract.
- 5.4 The Customer shall not use the WiFi Engage Software contrary to any restriction set out in this Contract or otherwise in a way that is not expressly permitted by this Contract.

6 PHASED ROLL-OUT

- 6.1 Where the WiFi Engage Services are dependent on other infrastructure first being installed then the WiFi Engage Services will be rolled out to the Customer in accordance with a project plan notified to the Customer by the Company.
- 6.2 The Licence Term will commence on the Licence Start Date, and in any event within 6 (six) months of the Commencement Date, and all subsequent WiFi Engage Licences purchased under the initial order or as subsequent orders will be co-terminous with the end date of the Initial Licences.
- 6.3 Charges in respect of licences will be levied on activated WiFi Engage Licences provided that if there are any WiFi Engage Licences which have not been activated within 6 (six) months of the Initial Licences then all such WiFi Engage Licences shall be deemed to be activated and the Company shall be entitled to commence invoicing in respect thereof.

7 WiFi PROTECT SERVICES

- 7.1 Where specified in the Order Form that the Company is providing WiFi Protect Services, the Company will provide WiFi Protect Services in accordance with the provisions detailed in this paragraphs 7.
- 7.2 WiFi Protect Services are subscription-based and the Charges shall be on a per Wireless Access Point basis. Set up Charges shall be invoiced upon implementation of the WiFi Protect Services, as a one-off and upfront cost, as set out in the Order Form.
- 7.3 The WiFi Protect Services cannot be terminated save in accordance with clause 12.1 of the Conditions. If the Customer's use is beyond the cap set out in the Order Form ("Overage"), the Customer shall pay for any such Overage.
- 7.4 The Customer shall comply and shall ensure that its End Users comply with the EULA available at: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html.
- 7.5 WiFi Protect Services include the following one-off deliverables:
 - 7.5.1 the creation of the Customer account on the protect cloud service platform;
 - 7.5.2 the creation of network identities; and
 - 7.5.3 the creation and assignment of a content filtering and security policy.

The creation of additional policies may incur additional charges.
- 7.6 The Company will supply Service Desk and/or Change Management, Event Management, Incident Management and Problem Management to the extent required in accordance with the WiFi Protect Services in accordance with Specific Conditions X3 – Standard Operational Services.

8 FRIENDLY WIFI

- 8.1 Where specified in the Order Form that the Company is providing Friendly WiFi, the Company will provide Friendly WiFi in accordance with the provisions of this paragraph 8.
- 8.2 The terms as set out in Appendix 1 to these Specific Conditions shall apply to Friendly WiFi services and the Customer shall comply with such terms.

9 COMPANY'S RIGHTS

- 9.1 The Company shall use reasonable endeavours to ensure that any period of Scheduled Service Downtime causes minimal disruption to the WiFi Services and is as brief as is reasonably possible.

- 9.2 The Company and/or the Vendor shall use reasonable endeavours to notify the End Customer of Scheduled Service Downtime no later than 24 hours prior to commencement. Such notice shall include a high level summary of the work to be performed during, and the estimated duration of, the Scheduled Service Downtime.
- 9.3 Downtime shall not apply to the extent that the WiFi Services are unavailable as a result of:
- 9.3.1 Scheduled Service Downtime;
 - 9.3.2 failure of the Customer's own computer systems, network, hardware or software;
 - 9.3.3 failure by the Customer, its employees, subcontractors, agents or other similar third parties to comply with any reasonable instructions of the Company and/or the Vendor;
 - 9.3.4 breach by the Customer or a Guest of any of the terms or restrictions applicable to the WiFi Services, including but not limited to, exceeding data storage or transfer limitations; and/or
 - 9.3.5 failure of any third party infrastructure used to deliver the WiFi Services.
- 9.4 The Company retains the right to modify the Daisy WiFi Engage Platform or the scope of features and functionalities available with the type of licence purchased.
- 9.5 The Company will provide WiFi Engage Software updates as and when they are available to the Company.

10 CUSTOMER OBLIGATIONS

- 10.1 Where the Hardware and Software is located at the Customer Premises or another location (other than the Company's premises) the Customer shall:
- 10.1.1 provide reasonable on-site 'remote hands' assistance, including power cycling the Hardware and Software, to troubleshoot and diagnose any issues;
 - 10.1.2 ensure that all Hardware and Software is housed in an appropriately secure, well-ventilated cabinet with sufficient environmental control to maintain both heat and moisture within tolerable limits;
 - 10.1.3 ensure the power supply to the Hardware and Software is protected to maintain continuous supply and prevent spikes and losses;
 - 10.1.4 notify the Company of any modifications or downtime of the Hardware and Software without delay; and
 - 10.1.5 ensure that all Hardware and Software is updated with the latest versions of firmware and security software and remain compatible with the latest version of the WiFi Engage Services and/or WiFi Protect Services purchased. The Company shall be under no obligation to continue to provide older versions of the WiFi Engage Services and/or WiFi Protect Services if the Customer's hardware is not compatible with the latest version of the WiFi Engage Services and/or WiFi Protect Services but the Customer will nonetheless continue to be liable for any Charges for the remainder of the Licence Term.
- 10.2 The Customer shall:
- 10.2.1 be responsible for any third party services or infrastructure it provides to enable the provision of the WiFi Services;
 - 10.2.2 maintain subscriptions to third party specific software assurance programs for the duration of this Contract in respect of the Hardware and Software; and
 - 10.2.3 ensure that where any consents and/or agreement is required from the Customer under this Contract that such consent and/or agreement shall not be unreasonably withheld and will be provided in a timely manner.
- 10.3 The following Customer Obligations apply to the WiFi Services, and the Company shall have no liability for any failure to provide the WiFi Services (including failing to meet any Service Level) to the extent caused by:
- 10.3.1 any failure by the Customer to provide secure connectivity from the Company's management systems to the Hardware and Software, which is required to enable remote configuration or management of the Hardware and Software by the Company; and/or
 - 10.3.2 any failure by the Customer to meet and satisfy any of its obligations set out in the Contract.
- 10.4 Where certificates are to be provided by the Customer to the Company for implementation, it is the responsibility of the Customer to provide the certificates in a timely manner in order for implementation prior to the expiry of the current certificate.
- 10.5 The Customer will nominate approved Customer Representatives who may log incidents and requests with the Company. The Customer will ensure that the contact information of such Customer Representatives is kept up-to-date so that the Company may contact them in respect of any incident or request logged.
- 10.6 The Customer will cooperate fully with the Company and provide all relevant information as may be requested to enable the Company to investigate and resolve incidents.
- 10.7 The Customer will provide to the Company relevant details of all previously completed triage and diagnostics testing (and results thereof) when raising a request for support in order for the Company's resources to review and factor into any further action required to be undertaken by the Company.
- 10.8 The Customer will provide all and any connectivity and remote access for the Company's resources to utilise if the Customer requires the Company's resources to directly access the Customer environment.

11 EXCLUSIONS

- 11.1 The following are excluded from the WiFi Services:
- 11.1.1 the cost of any software licence renewals or security certificate renewals;
 - 11.1.2 the provision or installation of hardware, licensing and/or security certificates that are required to meet the pre-requisites for any code upgrades released by the Vendor;
 - 11.1.3 the provision of product training and/or technical consulting services unless otherwise set out in the Order Form;
 - 11.1.4 where the configuration of additional reporting is specified in this Contract, any ongoing support and management of these reports, or any operational responses based on the output of these reports;
 - 11.1.5 management of Maintenance Services which are provided by a third party;
 - 11.1.6 monitoring or alerting on any security alerts and incidents;
 - 11.1.7 incidents relating to the underlying infrastructure that the hardware and software reside on, including the physical hardware; and
 - 11.1.8 liaising with relevant Vendors.
- 11.2 The Customer acknowledges and agrees that in addition to the exclusions set out at paragraph 11.1, the following are also excluded from the WiFi Engage Services:
- 11.2.1 the provision of any network capacity or connectivity to the Customer Premises from the public or carrier network;
 - 11.2.2 the operation of the Customer's WiFi network;
 - 11.2.3 the hosting of the WiFi Engage Services, Software, Software Documentation or related database;

- 11.2.4 the analysis of the data provided by the WiFi Engage Services or the Software or the provision of reports of the data;
- 11.2.5 the monitoring of the WiFi Engage Services, WiFi Engage Software or Customer's WiFi network;
- 11.2.6 the provision of advice in relation to user terms for use of the WiFi network or capture and use of the data from Guests; and
- 11.2.7 the back-up or replication of any of the content created by the Customer or any Guest using the WiFi Engage Services or WiFi Engage Software.

12 FAIR USAGE POLICY

- 12.1 All WiFi Services are provided on a 'reasonable use' basis, as determined by the Company.
- 12.2 If, using its reasonable judgement, the Company considers that the use of the WiFi Services by the Customer has consistently or notably exceeded typical usage by other customers or that an individual Request made by the Customer is not reasonable in nature, the Company may take reasonable steps to address the usage pattern or Request. Such steps may include:
 - 12.2.1 remedial work to address the root cause of the issues that are causing overuse of the WiFi Services, such work being chargeable by the Company on a time and materials basis;
 - 12.2.2 revising recurring charges or imposing additional time and materials charges in consideration of the overuse/request;
 - 12.2.3 limiting the Customer's use of the WiFi Services in line with typical customer use; and/or
 - 12.2.4 implementation of or change to a Fair Usage Policy relating to the WiFi Services or to a particular element of the WiFi Services.
- 12.3 Use of the WiFi Services will be measured using a three (3) month rolling average.

APPENDIX 1: FRIENDLY WIFI LICENCE

We, Daisy Corporate Services Trading Limited (Company Number 2888250) of One Central Boulevard, Blyther Valley, Shirley, Solihull, West Midlands B90 8BG (the "Licensor") non-exclusively license you (the "Licensee") to use:

- The registered trademark set out in Schedule 1 Part B of this Licence;
- The products referred to in Schedule 2 of this Licence;

1 DEFINITIONS

"Licence"	means the licence to use the registered trademark set out in Schedule 1 Part B and the products referred to in Schedule 2 in accordance with these Specific Conditions; and
"Licence Fee"	means the charges payable by the Licensee to the Licensor in connection with the Licence as set out in these Specific Conditions and described as Friendly WiFi Licence Fee.

2 GRANT

- 2.1 The Licensor hereby grants to the Licensee a non-exclusive Licence to use the trademark in their respective territory only, strictly in accordance with the terms and conditions set out in this Licence solely for the purpose of the participation by the Licensee in the Friendly WiFi certification.

3 TITLE, GOODWILL AND REGISTRATIONS

- 3.1 The Licensee acknowledges that the Licensor is a licensee of the trademark, licensed products and any associated intellectual property.
- 3.2 Any goodwill in the trademark and any associated intellectual property shall accrue to the Licensor.
- 3.3 The Licensee shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to the trademark or any associated intellectual property or the reputation or goodwill associated with the trademark and any associated intellectual property or the Licensor, or that may invalidate or jeopardise any registration of the trademark.
- 3.4 The Licensee shall not apply for, or obtain, registration of the trademark and/or any associated intellectual property for any goods or services in any country.
- 3.5 The Licensee shall not apply for, or obtain, registration of any trade or service mark in any country that consists of, or comprises, or is confusingly similar to, the trademark and/or any associated intellectual property.
- 3.6 The Licensee shall provide, at the request and expense of the Licensor, all necessary assistance required for maintaining any existing registrations of the trade mark and challenging any pending applications. The Licensor shall provide to the Licensee on request copies of receipts of any renewal fees.

4 LICENSOR'S WARRANTIES

- 4.1 The Licensor warrants that it is a licensee of the registered trademark and associated intellectual property set out in Schedule 1, the Licensor further warrants that it has the right to grant a licence in respect of the same.

5 LICENCE FEE, CHARGES AND INVOICING

Licence Fee

- 5.1 On the commencement of this Licence and each subsequent anniversary for the duration of the Licence, any applicable Licence Fee shall be due.
- 5.2 On or before each date that the Licence Fee is due, the Licensee shall inform the Licensor of the current number of its sites and sizes and whether or not this number has changed from the previous year.
- 5.3 Should the Licensee increase the number of its sites and sizes at any time during the term of the Licence but between the dates that the Licence Fee falls due, the Licensee shall immediately inform the Licensor

Charges

- 5.4 The Licensee shall pay to the Licensor all Charges in accordance with the terms and conditions agreed between the Licensor and Licensee.
- 5.5 For the avoidance of doubt, no part of the Licence Fee or any Charges shall be refundable by the Licensor upon termination of the Licence for any reason whatsoever.

6 CONDITIONS OF USE

- 6.1 The Licensee shall be entitled to use the trademark and all associated intellectual property provided always that:
- it has in place and is using and maintains use of the Minimum Filter Requirements set out within Schedule 3; and
 - it uses the trademark and all associated intellectual property strictly in accordance with the terms this Licence.
- 6.2 The Licensee shall display the trademark in a position that is clearly visible to its customers. This may be displayed in the form of signage or displayed electronically such as a WiFi landing page. Where used electronically, the mark must include a hyperlink to <https://www.friendlywifi.com>.

7 PROTECTION OF THE TRADEMARK AND ASSOCIATED INTELLECTUAL PROPERTY

- 7.1 The Licensee shall immediately notify the Licensor in writing giving full particulars if any of the following matters come to its attention:
- any actual, suspected or threatened infringement of the trademark or associated intellectual property;
 - any actual or threatened claim that the trademark or associated intellectual property are invalid;
 - any actual or threatened opposition to the trademark or associated intellectual property;
 - any claim made or threatened that use of the trademark or associated intellectual property infringes the rights of any third party;
 - any person applies for, or is granted, a registered trademark by reason of which that person may be, or has been, granted rights that conflict with any of the rights granted to the Licensee under this Licence; or
 - any other form of attack, charge or claim to which the trademark and/or associated intellectual property may be subject.
- 7.2 In respect of any of the matters listed in paragraph 7.1 of this Licence:
- the Licensor shall, in its absolute discretion, decide what action if any to take;
 - the Licensee shall grant control over, and conduct of, all claims and proceedings;
 - the Licensee shall not make any admissions other than to the Licensor and shall provide the Licensor with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
 - the Licensor shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.
- 7.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.

SCHEDULE 1 - TRADEMARK

Part A

Mark with Associated Intellectual Property



Part B

Registered Trade Marks

Mark	Registered? (Y/N)	Application registration no. or	Date of application or registration	Classes
Digital Friendly WiFi	Y	UK00003219129	16.03.17	42

SCHEDULE 2 - LICENSED PRODUCTS

Friendly WiFi display materials in various forms and variations in accordance with the brand guidelines, including but not limited to window stickers, electronically downloadable logos and table cards.

SCHEDULE 3 - MINIMUM FILTER REQUIREMENTS

The logo is to be displayed at venues of organisations who are licenced members of the Friendly WiFi scheme to inform customers and the general public that the WiFi service at the venue is filtered to meet the two levels of protection as specified below:

1 The standard public WiFi offering will automatically filter the IWF list.

This is a List of URLs (webpages) that depict indecent images of children, advertisements for or links to such content. The list typically contains 900 URLs at any one time and can vary between 600 and 1500 URLs. It is updated twice a day to ensure all entries are live.

2 The standard public WiFi offering will also include filters to block pornography and will use generally recognised list providers to filter pornography

This will help prevent children and young people from accessing inappropriate pornographic material themselves and should also limit accidental exposure to inappropriate material that nearby adults might be looking at in public.

The Licensor defines pornography as any content whose primary purpose is sexual arousal or stimulation. This content need not contain nudity. The Licensor may consider certain 'glamour' works to be pornographic.

Pornographic content will typically include:

- explicit images of real sexual activity (for example, masturbation, oral sex, penetration, ejaculation);
- sexual activity with graphic detail (for example, sight of genitalia or non-explicit images of masturbation, oral sex, penetration, ejaculation);
- sexual fetish material;
- very strong references to sexual behaviour using strong pornographic terms

(Such content may not be regarded as pornography if its primary purpose is not sexual arousal or stimulation.)

The Licensor will not consider as pornography detailed breast and genital nudity within a sexualised context provided the images (i) form part of a genuine sex education work and (ii) are present only for the purpose of education.

Provided condition (ii) above is met, the Licensor will not consider as pornography any genuine sex education and advice.

IWF (Internet Watch Foundation)

Information about becoming a Member of the IWF is found on their website at: www.iwf.org.uk/join-us