

The background of the document is a low-angle photograph of several modern skyscrapers with glass facades. A semi-transparent blue horizontal band is overlaid across the middle of the image. Overlaid on the entire image is a network diagram consisting of white circles connected by thin white lines, suggesting a global or digital network.

# CUSTOMER LICENSE AGREEMENT

February 2023

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This End User License Agreement ("Terms") apply to the End User's use of the Service that will be provided by Global Reach Technology, Inc., and its affiliates. The End User must read and accept these Terms before using the Service. If the End User does not agree to these Terms, it must cancel its order for the Service prior to using the Service. End User understands and agrees that its continued use of the Service constitutes continued acceptance of these Terms as found at [this link].

## Definitions

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In these Terms:

**"End User"** means the entity that wishes to make use of the Service;

**"End User Agreement"** means an agreement between the End User and either GRT or a Reseller providing the End User with access to and use of the Service;

**"End User's Services"** means the services offered by the End User to its Subscribers, which services may incorporate use of the Service;

**"Data"** means any data "Data", including "Personal Data" or "Sensitive Personal Data", as such terms are defined in EU General Data Protection Regulation (GDPR): Regulation (EU) 2016/679, relating to Subscribers collected by the End User in the course of providing the Service;

**"EEA"** means European Economic Area

**"GRT"** means Global Reach Technology, Inc., a Delaware corporation #6621093 with a principal place of business at 21600 Oxnard Street, 19th Floor, Woodland Hills, CA 91367, and its affiliates;

**"Intellectual Property Rights"** means patents, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**"Licence(s)"** means a right for the End User to access and use the Service for a limited period of time;

**"Portal"** means the online portal made available by GRT to the End User to enable the End User to create and self-manage a public or private Wi-Fi network;

**"Releases"** means all software releases subsequently delivered by GRT with respect to the Software;

**"Reseller"** means an entity that has entered into an agreement with GRT permitting such entity to resell Licences to End Users;

**"Service"** means GRT's cloud-based managed service through which the End User may provide Wi-Fi "hotspot" services to Subscribers including, but not limited to, use of the Software; and



**"Software"** means the software used by GRT, and made available to the End User, to provide the Service, including but not limited to the Dashboard;

**"Subscriber TOS"** means the terms of service that govern a Subscriber's use of the End User's Services.

**"Subscriber"** means the entity that wishes to make use of the End User's Services.

## 1. Services

1. GRT provides the Service in accordance with these Terms.
2. Occasionally GRT may:
  1. for operational reasons, change the codes or the numbers used by GRT for the provision of the Service, or the technical specification of one or both of them (provided that any change to the technical specification does not materially affect the performance of the Service);
  2. give the End User instructions which GRT believes are terms necessary for reasons of health, safety, security, or the quality of any telecommunications service provided by GRT to the End User
  3. temporarily suspend the Service because of an emergency or for operational maintenance or improvements. The Service will be restored as soon as reasonably practicable.
  4. modify these Terms by posting such modified Terms at [\[this link\]](#).
3. Access to the Service will depend on the available backhaul network coverage provisioned at the site(s) where the End User intends to offer the Service, Wi-Fi access points, their location, and the environment in which they are installed.

## 2. Intellectual Property

1. GRT grants End User, for the duration of the End User Agreement, the non-exclusive right to access the Software, all Releases, and all related printed and electronic documentation with respect to such Software ("Documentation").
2. All Intellectual Property Rights in the Software, Releases and the Documentation belong to, and remain the property of, GRT or its licensors (as applicable).
3. The End User must not:
  1. reverse engineer, copy, decompile or modify the Software and Releases;
  2. copy the Documentation; or
  3. remove any proprietary notice or labels on any Software, Releases or Documentation.
4. The End User shall indemnify GRT and all third parties involved in providing the Service to the End User and Subscribers against all liabilities, costs and expenses (including all interest, penalties, legal costs and other reasonable professional costs and expenses), damages and losses (including but not limited to any direct, indirect, special or consequential losses) suffered or



incurred by GRT, or the third party (as the case may be), arising out of or in connection with any claim made against GRT, or the third party (as the case may be), for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the End User's and Subscriber's use of the Service.

### 3. Use Of The Service

1. The End User acknowledges that its use of the Service is, in addition to these Terms, subject to the terms of the End User Agreement. In the event of any conflict between these Terms and the End User Agreement, these Terms shall take precedence
2. The End User will use the Service in accordance with these Terms, and warrants that it will:
  1. it will impose terms of service upon its Subscribers which are at least as protective of GRT as are these Terms
  2. not use the Service for the communication, transmission or receipt of any material which is defamatory or offensive or abusive or of an obscene, nuisance, hoax threatening or menacing character; or in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright, privacy or confidentiality); or in a manner that is associated with a criminal offence; or for unlawful or illegal purposes;
  3. be responsible for the security and proper use of all login names and passwords used in connection with the End User's, and its agent's, use of the Service, and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people;
  4. take whatever steps the End User considers necessary to back-up and protect any data on the End User's IT systems; and
  5. indemnify and defend GRT and all third parties involved in providing the Service to the End User against all liabilities, costs and expenses (including all interest, penalties, legal costs and other reasonable professional costs and expenses), damages and losses (including but not limited to any direct, indirect, special or consequential losses) arising out of:
    1. a breach of these Terms by the End User including but not limited to a breach of applicable laws or regulations;
    2. any use or misuse of the Service by the End User or any Subscriber;
    3. any claim made on the basis that the End User's Subscriber TOS fail to seek the required consents; or
    4. otherwise arising out of the End User's use of their own Subscriber TOS.
3. The End User must not use, or permit the use of, the Service:
  1. to cause annoyance, inconvenience or needless anxiety;
  2. to send or provide unsolicited advertising or promotional material; or
  3. other than in accordance with the Internet standards and acceptable use policies of any connected networks.



4. The End User, in order to benefit from the entirety of the Service, shall comply with all reasonable instructions of GRT. In particular, the End User must point its DNS at the GRT provided DNS for content filtering if using this service of GRT. In the event that the End User fails to do so, GRT will not be able to provide approved content filtering and, accordingly, shall not support that element of the Service. Neither GRT nor any Reseller shall have any liability for any failure to provide content filtering that is due to the End User's failure to comply with this clause.
5. Access to the Service is provided to the End User for Subscribers' use only. Neither the End User nor any Subscriber may re-sell the Service to any third party for money or money's worth or otherwise provide use of the Service (in the case of the End User) to anyone other than a Subscriber or (in the case of a Subscriber) to anyone else. For the avoidance of doubt, nothing in this clause shall prevent the End User from charging Subscribers for use of the Service.
6. The End User warrants that it shall, at all times, be fully responsible for the provision of the End User's Services to Subscribers including, without limitation:
  1. putting in place and enforcing appropriate Subscriber TOS, fair usage policies and all other documentation which is or may be required for the provision of the End User's Services such that a direct contractual relationship will exist between the End User and the Subscriber;
  2. obtaining all necessary consents required to be given by Subscribers to allow the Services;
  3. ensuring that the use and provision of the Services, to the extent that they comprise part of the End User's Service in any territory comply in all respects with all laws, regulations, codes of practice and the like in force in that territory;
  4. ensuring that the End User's Services may be suspended or terminated for the reasons for which GRT is entitled to suspend or terminate the Services under these Terms;
  5. assuming responsibility and/or liability for the content that Subscribers upload to and/or download from the internet.
7. For the avoidance of doubt, GRT accepts no liability either to the End User or to any Subscriber in connection with the provision of the End Users Services whether or not such services incorporate any part of the Services.

#### **4. Portal**

1. The Portal is made available to the End User solely for the purposes of enabling the End User to create and self-manage a public, private or enterprise Wi-Fi network as part of the Service. Access to the Portal is also, in addition to these Terms, subject to the terms of the End User Agreement.
2. The End User acknowledges that there is a variable cap described in the Portal, on the size of any advert, image, logo or similar item loaded on the Portal by, or on behalf of, the End User.
3. In the event that any advert, image, logo or similar item that the End User wishes to use on the Portal exceeds the cap set out clause 5.2, GRT shall, at its discretion, either:



1. reject such advert, image, logo or similar item; or
2. restrict the resolution or data size of such advert, image, logo or similar item.

## 5. Personal Data

1. In the event GRT processes any Personal Data on behalf of the End User in fulfilling its obligations under these Terms, the End User shall be considered the "**Data Controller**" and GRT shall act as a "**Data Processor**" as defined under the EU General Data Protection Regulation (GDPR).
2. The End User acknowledges and agrees that for the purpose of providing the Services and fulfilling GRT's other obligations under these Terms, Personal Data may be transferred or stored within the EEA or in any other country outside of the EEA where the End User and/or GRT is located. The parties, as "data exporters," shall ensure that such transfers or storage are performed in compliance with all relevant provisions of the applicable data protection law and, where necessary, have been notified to the relevant authorities of the Member State where the data exporter is established, without violating the provisions of that Member State.
3. The scope of personal data collected is determined by the End User, with the exception of personal data necessary for providing the technical fulfilment of the services specified by the End User. Detailed information regarding the personal data, its collection, storage and its usage can be found in our privacy policy available at <https://globalreachtech.com/privacy>.
4. The End User shall be responsible for ensuring that all relevant third parties have been adequately informed and have provided their consent for the use, processing, and transfer of personal data in accordance with all applicable data protection regulations within the relevant jurisdiction.
5. The End User acknowledges that the provision of the Service may require GRT to delete or disclose Personal Data as per the demands of the applicable law and regulations. In such cases, GRT shall only proceed with deletion or disclosure in strict compliance with the requirements imposed by the relevant lawful regulatory authority.

## 6. Seeking Consent From Subscribers

1. As the Data Controller the End User is responsible for seeking consent from their Subscribers to be compliant with local data privacy law
2. Subscriber terms of service, privacy policy and cookie policy must be documented and made available to the Subscriber to accept as part of the service

## 7. Data



1. The End User hereby grants, to the extent necessary, GRT a non-exclusive, royalty-free and perpetual licence to use its confidential information for the purposes of providing the Service to the End User.
2. In consideration for GRT providing the Service to the End User, the End User hereby grants to GRT a non-exclusive, royalty-free, irrevocable and perpetual licence to use any Intellectual Property Rights that arise in relation to any Data:
  1. for the purpose of providing the Service to the End User;
  2. in the course of its business anonymised and/or aggregated Data for the purposes of maintaining its infrastructure, capacity planning, providing services to other customers, and developing new software and services; and
  3. non End User identifiable Data that is anonymised and/or aggregated Data only for the purposes of analysing and commenting on industry trends and developments and to develop its business with existing and new customers.

## **8. Suspension or Termination of Access to, and Use of, The Service**

1. The End User's access to the Service will automatically cease and be deactivated upon the expiry of the End User Agreement.
2. GRT may terminate or suspend the End User's access to the Service, without advance, notice if:
  1. the term for which the End User has purchased the Service expires;
  2. the End User Agreement is terminated for any reason whatsoever;
  3. GRT is instructed to do so by any Reseller pursuant to the terms of an End User Agreement;
  4. GRT reasonably believes that the End User or others (whether under the End User's control or not) are misusing the Service including, but not limited to, making use of the Service for illegal purposes;
  5. the End User otherwise breaches these Terms;
  6. the End User or its representatives are persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards GRT staff or GRT's property or that of GRT's agents or any third party involved in providing the Service to the End User;
  7. GRT is told to do so by the Government or other lawful regulatory authority or the emergency services;
  8. the End User allows anything to happen through the Service which in GRT's reasonable opinion may have the effect of jeopardising the operation of the Service, or the Service is being used in a manner which is against the End User's best interest, the best interests of other customers and/or GRT or any third party involved in providing the Service to the End User; or
  9. the End User uses any equipment or other hardware to access the Service which is defective or illegal and GRT has reasonable ground to believe that such equipment or hardware may affect the operation and/or security of the Service.
3. GRT has the right to step in and alter the Configuration of the Service in the event that GRT reasonably believes that either the End User or a Subscriber is has Configured the Service or otherwise making use of the Service for



illegal purposes or if such Configuration or use affects the operation and/or security of the Service. The End User agrees that in such circumstances GRT has the right to access the Service without requiring any further permission to do so, and in GRT's sole discretion without notice to the End User.

4. GRT has the right to suspend the Service in the event of a breach by any Subscriber of the Subscriber TOS, including without limitation:
  1. if any Subscriber uses equipment which is defective or illegal;
  2. if any Subscriber causes any technical or other problems to the Service;
  3. if in GRT's reasonable opinion any Subscriber is involved in fraudulent or unauthorised use of the Service;
  4. if the Subscriber resells or otherwise provides access to the Service in breach of clause 3.5 above; or
  5. if any Subscriber uses the Service in contravention of the Subscriber TOS.

## 9. Disclaimer

1. Save for as expressly set out in these Terms and any applicable specification provided by GRT to the End User, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these Terms or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
2. The End User acknowledges that any third party software provided as part of the Service (including, but not limited to, content filtering software) is provided "as is" and expressly subject to the disclaimer in clause 10.1.
3. In respect of content filtering, the End User expressly acknowledges that:
  1. no content filtering service is 100% accurate;
  2. it uses such services entirely at its own risk;
  3. it is, as set out above, provided "as is" and, accordingly, GRT does not warrant that it will achieve any particular intended result or meet any particular requirements of the End User; and
  4. GRT will not be liable for any content accessed through the Service by any Subscriber (in particular, where such user intentionally circumvents the operation of any content filtering).

## 10. Limitation of Liability

1. Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence, nor for any other liability which cannot be excluded or limited by law.
2. Subject to clause 11.1:
  1. GRT shall not be liable for any: loss of profits, loss of business; loss or corruption of data or information; which arise out of or in connection with the Service; and





2. GRT's total liability to the End User in respect of all other losses arising under or in connection with the End User use of the Service and the Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total value of the End User's order for the Service.
3. The End User shall at all times be under a duty to mitigate any losses suffered by the End User.

## **11. Customer SLA**

1. GRT will provide the Service in accordance with the GRT service level agreement provided by GRT which is made available to the End User by the Reseller.
2. The End User acknowledges that GRT's ability to perform to the SLA may require reasonable remote access to End User's network, subject always to compliance by GRT with the End User's written access policies and procedures (as notified to GRT).

## **12. Survival**

1. In addition to those surviving implicitly, the following clauses shall survive termination of the End User Agreement and the expiration or termination of the End User's access to the Service:
  1. Clauses 2.4 and 3.2.4 (End User Indemnities);
  2. Clause 6 (Personal Data);
  3. Clause 8.2 (Perpetual Licence);
  4. Clause 9 (Disclaimer); and
  5. Clause 10 (Limitation of Liability).

## **13. Notices**

Any notice or other communication required to be given to a party under or in connection with these Terms shall be given as provided in the applicable End User Agreement.

## **14. Force Majeure**

Neither party shall in any circumstances be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure results from events, circumstances or causes beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the End User 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 subcontractors.



## 15. Waiver And Remedies

1. No failure or delay by a party to exercise any right or remedy provided under these Terms 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.
2. The rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

## Governing Law And Jurisdiction

These Terms will be deemed to have been made in, and will be solely and exclusively construed under, the laws of the State of California, United States of America, without giving effect to any law that would result in the application of a different body of law. Any and all disputes arising under or in connection with these Terms will be brought and resolved solely, exclusively, and finally in the state or federal courts located in Los Angeles County, California, U.S.A. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in Los Angeles County, California, U.S.A., in connection with any claim, action, suit, or proceeding relating to these Terms. A judgement of such court thereon may be entered in, and enforced by, any court having jurisdiction over the party against which an award is entered, or the location of a party's assets and the parties irrevocably waive any objection to the jurisdiction of such courts based on any ground.



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