



## CLOUD SERVICES RESELLER AGREEMENT

### SPECIAL ADDENDUM: PURPLE WiFi CLOUD SERVICES

This Special Addendum (“**Addendum**”) is made by and between the company specified on the applicable Westcon Cloud Services Reseller Agreement (“**Cloud Services Reseller**” or “**CSR**”) and Westcon Group, Inc., a Delaware corporation having an office at 520 White Plains Road, Tarrytown, NY 10591 (“**Distributor**”) and contains additional terms and conditions regarding the resale of the Cloud Services provided by **Purple WiFi Ltd.** (collectively, “**Purple WiFi Cloud Services**”). Any prior terms and conditions of sale or agreements currently in effect between CSR and Distributor, including but not limited to the Cloud Services Reseller Agreement (the “**Agreement**”) remain in full force and effect. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of any conflict between this Addendum and any prior terms and conditions of sale, this Addendum shall prevail. This Addendum is in addition to and does not replace or modify any Documentation provided in connection with the Cloud Services. This Addendum shall be deemed effective as of the date CSR accepts this Addendum (“**Effective Date**”). CSR and Distributor hereby agree as follows:

1. **Territory.** CSR is authorized to sell the Purple WiFi Cloud Services worldwide, through all media and channels of distribution.
2. **Subscription Term.** Purple WiFi Cloud Services shall be sold to CSR for usage by End Users for a fixed term, which shall be designated on the Purchase Order (“Subscription Term”). The Subscription Term shall begin on the effective date set forth on the Purchase Order and shall run for the designated term, unless otherwise terminated in accordance with this Agreement (“Initial Subscription Term”). If no effective date is set forth on the Purchase Order, the Initial Subscription Term shall begin on the date of Purple WiFi Cloud Services initiation. Unless otherwise stated, the Initial Subscription Term shall be a minimum of twelve (12) months. Except as specified herein, no party shall have the right to terminate any Purchase Order or its obligations to serve a particular End User during a Subscription Term. Upon expiration of the Initial Subscription Term, the Subscription Term shall automatically renew for successive terms of twelve (12) months (each a “Renewal Subscription Term”) unless CSR provides Distributor notice of termination at least ninety (90) days prior to termination of the then current Subscription Term. The Initial Subscription Term and any Renewal Subscription Terms shall be collectively referred to as the “Subscription Term.”
3. **Documentation.** “Documentation” means any and all additional documents, policies, procedures, programs, requirements, criteria and/or information relating to the sale and usage of the Purple WiFi Cloud Services, including but not limited to the Authorized Use Policy and SLAs, which may be updated or modified from time to time and set forth at: **[INSERT LINK]**. CSR must accept and comply with the terms of the Documentation and notify its End Users to accept and comply with terms of the Documentation.
  - a. **Service Levels.** Purple WiFi Ltd. shall ensure that its provision of the Purple WiFi Cloud Services complies with the quality and performance standards set forth at: **[INSERT LINK]** (“Service Level Agreement” or “SLA”). Purple WiFi Ltd. shall be fully responsible for delivery of the Purple WiFi Cloud Services in accordance with the terms of the SLA, including the payment of any penalties or return credits in the event of disruption or outages.
  - b. **Terms of Service.** Purple WiFi Ltd. shall electronically deliver the Purple WiFi Cloud Services directly to End Users, including any additionally required Documentation, for the purposes of this Agreement. The Purple WiFi Cloud Services shall be provided by Purple WiFi Ltd. in accordance with any additional terms and conditions of use provided in any Documentation or URL Link, including without limitation the Authorized Use Policy set forth at: **[INSERT LINK]** (“Authorized Use Policy”), incorporated herein by reference. Usage of the Purple WiFi Cloud Services by End Users remains subject at all times to the terms and conditions of the Authorized Use Policy. Distributor shall not be liable for any losses, damages, claims or liabilities arising out of or in connection with an alleged or actual breach of the Authorized Use Policy by any CSR and/or End User. Distributor

shall not be liable in respect of any breach or error in delivery, loss, damage or interruption to the Purple WiFi Cloud Services during the Subscription Term.

- c. **Support.** If applicable, Purple WiFi Ltd. will provide a reasonable level of technical and customer support for the Purple WiFi Cloud Services in accordance with the then current support policy for the Purple WiFi Cloud Services, set forth at [\[INSERT LINK\]](#) and any additional support terms in the Documentation. Support Terms may include, among other things, the levels of support available to CSRs and/or End Users, a description of Purple WiFi Ltd.'s support offerings, applicable hours of operation, number of available skilled resources, languages supported and scheduled maintenance windows.
4. **Fees.** Distributor shall invoice CSR with 12 monthly invoices. Upon receipt of a Purchase Order from CSR, Distributor shall invoice CSR the Fees for the initial Purple WiFi Cloud Services quantity set forth on the Purchase Order. Distributor's invoices for Fees will be paid by CSR within thirty (30) days of CSR's receipt of invoice. Unless otherwise agreed to in writing by the parties: (i) the Fees shall be as set forth in the Purchase Order; (ii) all Fees shall be paid annually in advance or monthly in arrears, as set forth in the Purchase Order; (iii) Fees are based on the quantity of Purple WiFi Cloud Services purchased and not actual usage by the End User, which may be less. The committed quantity of purchased Purple WiFi Cloud Services cannot be decreased during the Subscription Term, unless otherwise agreed by the parties in writing.
    - a. **Pricing for Overage Fees.** Where an End User exceeds their contracted concurrent usage quota more than twice (2) in any month (as detailed on the Usage Report), their license will automatically be upgraded for the necessary increased number of concurrent users. End User will be charged the increased tariff for the increased number of concurrent users as detailed in the price list in the schedule of fees for the month when the excess users was recorded and all future months of the contract. The increase in fees will be reflected in the increased monthly fee for monthly paying End User or in a one off additional payment (from that month through to the end of the license) for End Users on the annual or three year license.
    - b. **Early Termination Fees.** Upon termination by End User, End Users paying monthly will have no Early Termination Fee ("ETF"). Where CSR has taken advantage of the discounted annual license for an End User paying monthly, there will be no license fee refund due to CSR from Distributor upon termination by the End User for the period from termination to the end of the 12 month license period. Upon termination by the End User, End Users paying annually will have no ETF, but will receive no license fee refund for the period from date of termination to the end of the 12 month license period.