



free-hotspot.com
2005-2015



HOTSPOT OPERATOR AGREEMENT

Version EU - INTL 01.12.2015

LOCATION NAME: _____

free-hotspot.com, a division of Anacapa Holdings, Ltd. (hereafter 'Anacapa'), an Irish corporation (Reg. Nr. 406385), located at Merchants House, 27-30 Merchants Quay, Dublin 8, Ireland, wishes to provide the technology (hereafter "Anacapa Technology") and equipment necessary to allow

[PRINT BILLING COMPANY NAME]:

(hereafter 'HotSpot Operator') to offer free wireless Internet access to its customers. This Agreement sets out the terms and conditions under which HotSpot Operator shall be permitted to offer such access.

Initial Period of Agreement: ____ Years

1. Anacapa agrees to:

- A. provide a wireless gateway/router configured to deliver Anacapa's Wi-Fi solution, for the term of the Agreement (hereafter the 'Equipment');
- B. provide Wi-Fi HotSpot services and support according to the HotSpot Package and optional services selected in Exhibit 1 (hereafter 'the Service');
- C. provide, either directly or through its representatives, additional or alternative equipment upon mutual agreement with HotSpot Operator and subject to additional fees and/or maintenance charges as applicable;
- D. provide HotSpot Operator with exportable status reports, usage data and performance statistics via an online HotSpot Operator Portal (the 'Portal');
- E. allow the HotSpot Operator to configure and manage the HotSpot User Experience as well as WMS messaging campaigns, adverts and surveys via the Portal and according to the Service options selected in Exhibit 1;

2. HotSpot Operator agrees to:

- A. provide, or purchase from Anacapa, a flat rate professional broadband Internet connection with at least 8 Mb download capacity for the exclusive use of the public Wi-Fi HotSpot;
- B. pay Anacapa a one-time Activation Fee of €99;
- C. if installation services are requested, pay Anacapa or its representatives for the installation and configuration of the HotSpot Equipment in advance of the actual installation, unless otherwise agreed with Anacapa or its representative;
- D. pay the Monthly Fees for the Service in the amount and under the conditions set forth in Exhibit 1;
- E. pay for any additional equipment as described in Section 1.C above;
- F. take all reasonable measures to ensure the continuous operation of the HotSpot Equipment, including providing an adequate power supply and broadband connection, maintaining the location and orientation of the Equipment, as installed, and immediately reporting any faults or other problems to Anacapa;
- G. ensure that the broadband Internet connection used by the HotSpot is not also used for any business or personal use other than the provision of public Wi-Fi Internet access;
- H. cooperate with Anacapa or its representatives in troubleshooting and restoring offline Equipment remotely via telephone and email, if HotSpot Operator is entitled to such support according to the Service options selected in Exhibit 1;
- I. pay Anacapa or its representatives for any on-site support interventions not covered by Anacapa's Warranty (see Sec. 6), in accordance with generally accepted industry pricing and standards;
- J. allow Anacapa to update, modify or enhance the Equipment and the Service as Anacapa may deem appropriate or necessary, and where such work is performed at Anacapa's expense;
- K. remove the Equipment from Anacapa's Network within 30 days of the termination of this Agreement and return the Equipment to Anacapa immediately, or else reimburse Anacapa in the amount of €200.00.

3. Both the parties agree to the following:

- A. Neither party shall knowingly provide via the Service or the Equipment any material that is: (i) libellous, pornographic, obscene, defamatory or otherwise illegal under any local law; (ii) an infringement of any third party's intellectual property rights (including copyright, patent, trademark, trade secret, rights in confidential information or other proprietary rights); or (iii) an infringement of any third party's rights of privacy.
- B. The parties further agree, with respect to the operation of the HotSpot Operator's Equipment, to comply with all applicable laws, statutes, ordinances, and regulations.

4. Term and Termination

The Term of this Agreement will commence on the Effective Date listed at the start of this Agreement and will continue for the duration of the **Initial Period** stipulated above. Thereafter this Agreement will renew automatically for additional periods of ONE (1) YEAR unless otherwise terminated pursuant to the terms of this Agreement. This Agreement may be terminated for convenience by either party only at the end of the Initial Period or at the end

of any subsequent Renewal Period, provided that the terminating party must give the other party 90 days written notice prior to the end of the Initial Period or Renewal Period, whichever shall apply. This Agreement may be terminated forthwith by either party on written notice if the other party is in material breach of the terms of the Agreement and, in the event of a breach capable of being remedied, fails to remedy the breach within 30 days of receipt of notice in writing of such breach.

Should HotSpot Operator fail to pay the fees listed herein as agreed, then Anacapa shall have the right to suspend the Service until payment has been received.

5. Intellectual Property

Anacapa Technology will remain the sole property of Anacapa and HotSpot Operator will have no rights, title or interest in the Anacapa Technology. Upon the expiration or termination of this Agreement, each party agrees that it will promptly return all information, documents, manuals and other materials belonging to the other party except as otherwise provided in this Agreement or any exhibits hereto.

6. Warranty

Should HotSpot Operator choose to purchase a Warranty, then Anacapa shall warrant that the HotSpot Equipment provided, specifically the Wireless Gateway and Anacapa's Software, shall be substantially free of defects in materials and workmanship and shall operate properly under normal use for the duration of the Agreement. HotSpot Operator's sole remedy under this warranty shall be for Anacapa to replace any HotSpot Equipment that has failed under normal conditions at any time while this Agreement is in force.

7. Disclaimer and Limitation

ANACAPA GIVES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND TO ANY PERSON WITH RESPECT TO THE AD SERVING SYSTEM USED TO DELIVER ADVERTISING OR ANY ADVERTISING OR OTHER DATA SUPPLIED HEREBY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR LOST PROFIT DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SAVE IN RESPECT OF LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF ANACAPA, ANACAPA'S LIABILITY FOR ANY CLAIM WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL IN NO CASE EXCEED (IN RESPECT OF ANY ONE EVENT OR SERIES OF RELATED EVENTS) ANY PAYMENTS MADE BY HOTSPOT OPERATOR TO ANACAPA IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of: _____

EFFECTIVE DATE: _____

ACCEPTED AND AGREED:

(Authorised HotSpot Operator Signature)

Print Name: _____

Address: _____

Tel.: + _____

Fax: + _____

Email: _____

Email for invoicing purposes (Anacapa sends all invoices via email): _____

VAT/Tax Reg. Nr. (Required) _____



Exhibit 1: HOTSPOT ORDER FORM

HOTSPOT PACKAGES		Monthly Price
<i>See following sheet for more information</i>		
	Features	
	Basic Package - 30 Minute User Session	INCLUDES SERVICE MODULES 1 - 3
	Silver Package - 30 Minute User Session	INCLUDES SERVICE MODULES 1 - 9
	Gold Package - Uninterrupted access	INCLUDES SERVICE MODULES 1 - 13
	Platinum Package - UNLIMITED use of WMS™	INCLUDES SERVICE MODULES 1 - 15
	Additional Access Points (if needed)	Nr. of APs: _____ @ € _____ per AP
	BUSINESS DSL INTERNET SERVICE (where available)	
		€
		€
SERVICE MODULES		
Module N°	Description	Monthly Price
1	Data Retention (EU DRD) / User Logging	INCL.
2	Pirate Blocker Anti-P2P	INCL.
3	Maestro Online Portal Access	INCL.
4	2-year Warranty	€ 5.00
5	Content Filtering	€ 5.00
6	Technical Support Helpdesk	€ 5.00
7	Custom Network Name (SSID)	€ 4.00
8	Custom Welcome Page	€ 4.00
9	Custom Landing Page Redirect	€ 2.00
10	6-hour Extended Session between Sponsor Messages	€ 7.00
11	24/7 End User Support Hotline	€ 10.00
12	Special Login Options (Social Media, Username/Password, etc.)	€ 11.00
13	NO 3 rd Party Advertising	€ 15.00
14	NO 3 rd Party Advertising PLUS Customer Survey Module	€ 25.00
15	NO 3 rd Party Advertising PLUS Customer Messaging (WMS™)	€ 25.00
	Added charge or Discount (+/-):	€
	TOTAL MONTHLY FEES:	€
ONE-TIME FEES		
	Setup and Account Activation Fee:	€ 99.00
Need On-site Installation Services? ____ YES ____ NO	Installation Fees (if paid to Anacapa):	€
	Additional Equipment Cost (if applicable)	€
	Added charge or Discount (+/-):	€
	TOTAL ONE-TIME FEES	€
PAYMENT TERMS:	Basic Package: ____ Yearly	
	Silver / Gold / Platinum Package: Select ____ Quarterly ____ Yearly with ____% Discount	
NOTES:		



Marketing Packages

Cost-effective service bundles for venue operators who want to get more out of their Wi-Fi service.

<p>BASIC Service Package</p> <ul style="list-style-type: none"> - Data Retention - Pirate Blocker Anti-Piracy protection - Online Portal Access (Maestro) 	€5 per month
<p>SILVER Marketing Package</p> <ul style="list-style-type: none"> - Basic Service Package PLUS: - 2-year Warranty Service - Self-Service HotSpot configuration through our Maestro Portal - Technical support Helpdesk - Extended 6-hour session length available (at extra charge – see below) 	€19 per month
<p>GOLD Marketing Package</p> <ul style="list-style-type: none"> - SILVER Service Package PLUS: - 24/7 End User Support Hotline - Allows UNINTERRUPTED Wi-Fi access (NO advertising) 	€49 per month
<p>PLATINUM Marketing Package</p> <ul style="list-style-type: none"> - All available Service Modules, PLUS: - UNLIMITED use of the WMS Wi-Fi Messaging platform - SURVEYS for Guest Satisfaction / Marketing, in-store promotions, etc. 	€79 per month

Feature	Basic	Silver	Gold	Platinum
Monthly Base Fee	€5.00	€19.00	€49.00	€79.00
Session Length (renewable)	30 min.	60 min.	Optional	Optional
Surcharge for Additional Access Point with SLA (Service Level Agreement)	€5	€7	€11	€19
Surcharge for Additional Access Point	€5	€5	€5	€5
Data Retention Service (EU DRD)	Included	Included	Included	Included
Pirate Blocker P2P Blocking	Included	Included	Included	Included
Maestro Online Portal Access	Included	Included	Included	Included
2-year Warranty	Add €5	Included	Included	Included
Content Filtering	Add €5	Included	Included	Included
Helpdesk - Technical Phone Support	Add €5	Included	Included	Included
Custom Network Name (SSID)	Add €4	Included	Included	Included
Custom Welcome Page	Add €4	Included	Included	Included
Custom Landing Page Redirect	Add €2	Included	Included	Included
6-hour Extended Session between Sponsor Messages	Add €7	Add €7	N/A	N/A
24/7 User Support Hotline	Add €10	Add €10	Included	Included
Special Login Options (Social Media, etc.)	Add €11	Add €11	Included	Included
NO 3 rd Party Advertising	Add €15	Add €15	Included	Included
NO 3 rd Party Advertising PLUS Customer Survey Module	Add €25	Add €25	Add €25	Included
NO 3 rd Party Advertising PLUS Customer Messaging (WMS™)	Add €25	Add €25	Add €25	Included

*All prices are based on a single location only. Volume pricing available for multiple locations!