



Wireless guest access, analytics & marketing service definition

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redcentric

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1) Service Overview

1.1) Introduction

In this Service Definition:

- “**Purple**” refers to **PURPLE WIFI LIMITED** of 1 Henry Square, 221 Old Street, Petersfield, Ashton-Under-Lyne, Greater Manchester, OL6 7SR, England (registered company number 06444980)
- “**Purple Service**” refers to the cloud-based guest Wi-Fi analytics and engagement hosted software solution provided by Purple

Redcentric's Wireless Guest Access, Analytics and Marketing Service provides the Purple Service to the Customer, together with related Redcentric Services which are described in this Service Definition. It can be used in conjunction with wireless infrastructure services to provide end users with a guest Wi-Fi experience and venue owners with valuable, detailed information on their customers and visitors. The Service also provides a mechanism to direct focused marketing communication to consenting customers and visitors.

The underlying Purple Service is offered by one of the market leaders, Purple. The Purple Service is licensed to the Customer by Purple, and not by Redcentric. Redcentric is a Purple reseller and procures the necessary Purple licences for the Customer as part of the Wireless Guest Access, Analytics and Marketing Service.

The Services provided by Redcentric (as opposed to the underlying Purple Service) are described in this Service Definition and summarised in section 2.12.

2) Service Description

2.1) Introduction

Redcentric resells, integrates, and supports the Purple Service. The Purple Service assists with the compliance implications associated with offering Guest Internet access. The extremely rich insight into visitor demographic and behaviour as well as the ability to send focused marketing communication to them can provide a return for the investment required to build and operate the underlying connectivity and wireless infrastructure.

2.2) Related Products

Redcentric's extensive range of services covers connectivity, collaboration and cloud solutions and is designed to meet the requirements of companies of all sizes. Support wired and wireless LAN devices, on-site security appliances, as well as robust and proven WAN connectivity services particularly compliments the Wireless Guest Access, Analytics and Marketing Service.

Redcentric offers the Wireless Guest Access, Analytics and Marketing Service only when taken in conjunction with Redcentric monitored or managed LAN and wireless LAN services.

2.3) Licensing and options

The vast majority of functionality including compliance, splash-page customisation, access to user information etc., is covered by the entry level, enhanced, service.

The optional Content Filtering service enables venue owners to implement, for example, a 'family-friendly' policy whereby access to certain web-site categories (e.g. adult, violence etc.) would be denied. This is optional because, depending on requirements and design, this functionality could be achieved by other means.

The Location Services optional service is required when the venue owner needs better insight as to how visitors move about the venue, and their approximate location within a venue.

The number of enhanced and, when chosen, optional services required simply equates to the number of wireless access points configured to use the Service.

2.4) Capability & functionality OF The Purple Service

The functionality provided by the Purple Service undergoes regular enhancement and improvement. Please see <https://www.purple.ai/> for details of specific capabilities.

2.5) Solution Design

Redcentric consultants work with the Customer to establish and document specific design objectives and requirements. The consultants then use this as the basis to produce a high-level design. The design work should include all aspects of a service including compliance, security, WAN, LAN, wireless coverage, and details relating to guest login mechanisms, location & presence accuracy etc.

2.6) Access to the Purple Portal

The Customer's authorised staff will have full access to the Purple portal and will be responsible for all day-to-day activity on the portal.

To reduce compliance burden on both Redcentric and the Customer, Redcentric staff have minimal access to the Purple portal. Redcentric uses the portal only to perform tasks detailed in the Deployment and Support sections below.

2.7) Deployment and Set-up

Redcentric configures the Customer's wireless infrastructure (i.e., Access Points, WLAN controllers etc.) to enable the use of the Purple platform for guest authentication. Where included as part of the overall design,

Redcentric also configures the wireless infrastructure to exchange data with the Purple platform to provide presence and location insight.

Redcentric inputs details of the wireless infrastructure access points on the Purple platform via the portal.

Purple provides intuitive tools to enable the Customer to easily tailor the service; for example, to apply company branding / messaging to splash pages. Details are available on the Purple web site.

Additionally, to get the maximum benefit from the analytic and marketing capability of the Purple Service, Redcentric and Purple recommend that a Purple Customer Success Manager be engaged to provide consultancy initially and periodically throughout the contract term. This additional service is chargeable.

2.8) Support

Redcentric monitors the Customer's underlying infrastructure e.g., wireless access points, and when included as part of the solution, other LAN devices, security devices and wide-area/Internet connectivity etc. Redcentric performs fault diagnostic and resolution on these components. Redcentric also works with Purple to address platform-wide issues and faults, e.g., no users can log-in or the administration portal is unavailable. Purple is responsible for provision and management of the Purple Service and the underlying platform.

Redcentric has limited access to the Purple portal and the user data within, so the Customer is required to work directly with Purple support to remedy issues relating to splash-page customisation, accessing reports, publishing e-shots etc.

The Customer will place support calls with Redcentric in the first instance, and not with Purple. Where necessary Redcentric will escalate the issue to Purple.

2.9) End User Licence & Privacy Policy

Purple's End User Licence Agreement in conjunction with the Privacy Policy form the Terms & Conditions that must be accepted by the end user if they wish to use the Purple service. Both the End User License Agreement and the Privacy Policy are prescribed by Purple and are subject to change by Purple as required. The current versions are available on request.

2.10) Compliance

Purple are both ISO 9001 compliant for business practice and ISO 27001 compliant for data security and storage. The business is audited annually by an accredited third-party company to check that it remains compliant.

2.11) Purple Data Characteristics, Retention & Ownership

This section 2.11 describes what information is captured and stored by the Purple Service. The scope of Redcentric's data processing is described in Section 5.

When an end user joins a Purple controlled wireless network and reaches the splash page, the user's device MAC address and user agent are stored. The exact data collected varies according to the login method chosen and the configuration created by the Customer, but can include personally identifiable information (PII), as well as other potentially sensitive information (when combined with a user's PII) such as a postcode or Facebook likes etc. This data is either user-submit via form or transferred from their social media account if they use that to authenticate and are granted access.

If configured by the Customer, Purple may additionally collect domain lookup data. Domain lookups are logged against the venue's web-facing IP and are not traceable to an individual user.

Once a user connects, RADIUS accounting data is passed from the Customer's wireless infrastructure to Purple's RADIUS servers, providing basic network usage metrics: the time the session started, ended, the reason for the session end and data upload and download.

When the location licence option is chosen, location data collected can include the client MAC (which is stored hashed for anonymous non-associated devices), access point MAC, received signal strength, X/Y coordinate, associated floorplan, seen time and network. Additionally for associated devices, details of internal IP and SSID may be stored. When a client MAC is recognised as having logged in via Purple in the past, some demographic data may be associated with the location records (e.g., gender & age). Where a user has previously logged into the venue and accepted the Purple End User Licence Agreement, a recognised device will be linked against the user record.

Depending on the configuration of the Customer's captive portal and the access method chosen by the end user, Purple may capture and store the following personally identifiable information: first name, last name, date of birth, email address, mobile number and social user ID (e.g., Facebook ID). The storage holding the database is encrypted to prevent unauthenticated access. Individual records are not themselves encrypted in the database. The data is encrypted while in transit, and customers access the data using SSL.

All user data is anonymised after a period of 2 years of inactivity. I.e., Purple will store a user's personal data, in its full form for 2 years, and after 2 years of inactivity (not logging back into the Wi-Fi) personally identifiable information is stripped out. This includes name, email, telephone number, etc. However, Purple maintains non-identifiable information such as age group, gender and connection method used. Purple may discard raw data sooner. For example, individual XY records from location services are dropped after 24 hours, but an aggregated record of when the device was present on a floor plan and what zones were visited will be kept. To comply with the applicable data retention laws, certain communication data must be retained by service providers such as Purple. Purple stores data in line with the requirements of the law on secure third-party infrastructure.

The Customer will have access to all end-user data collected through the Purple Service in respect of the Customer's end users, and will have the non-exclusive, royalty free right to access and use the data until the expiry of the Customer's licence in respect of the Purple Service. The Customer is responsible for treating such data (which will include personal data) in accordance with all applicable law.

2.12) Redcentric Responsibilities

Redcentric is responsible for the following:

- Reselling the Purple Service to the Customer as a Purple reseller (see paragraph 2.3)
- Solution Design (paragraph 2.5)
- Deployment and set-up (paragraphs 2.7.1 and 2.7.2)
- Support (in conjunction with Purple) (paragraph 2.8)

2.13) Customer Responsibilities

The Customer is responsible for all other aspects including:

- Providing Redcentric with the technical details required for the design. E.g., Wireless AP location, acceptable log-in options, details of any API integration requirements & content-filtering requirements etc.
- Set-up portal, landing-pages, branding & content-filtering etc.
- Configuring and accessing user data
- Undertaking analysis and marketing tasks
- Day-to-day end user support
- Reporting issues that impact many/all sites to Redcentric
- Legal and regulatory compliance, including in respect of use of any personal data provided by the Purple Service

3) Implementation and Acceptance

3.1) Acceptance Criteria

The Acceptance Criteria listed below apply to the Guest Wi-Fi, analytics, and marketing service. Redcentric should be able to demonstrate to the customer that:

- The customer has at least one administrator configured to use the Purple portal
- The Customer can see that venues have been configured within the Purple portal
- The customer can see that access points have been configured on the Purple portal for a selection of venues
- That the summary page of the Purple Portal includes usage data suggesting that the service is in-use.

4) Service Levels and Service Credits

4.1) Service Levels

The Service Level applicable to the Wireless Guest Access, Analytics and Marketing Service is as follows:

Service Level: Availability of 99.0% Measurement Period: Month	
Service Level	Not less than 99.0% Availability.

4.2) Exclusions from Availability

In calculating Availability, in addition to the exclusions listed in clause 6.7 of the General Terms the following shall be excluded:

- Any failure which does not impact all sites
- Any failure lasting 45 minutes or less from the point the Customer notifies Redcentric
- Any impact caused in-whole or in-part by actions of the customer
- Failure of any component preventing use of the Service when the core platform is operational. (e.g. including: failure of Wireless LAN infrastructure, LAN, Internet feed or Internet firewall.)
- Failure by the Customer, its employees, subcontractors, agents or other similar third parties to comply with:
 - any reasonable instructions issued by Redcentric or Purple;
 - any terms or restrictions of the Purple service including exceeding data storage or transfer limitations;
- Failures which are beyond the reasonable control of Purple, including failure of social media platform providers where such platforms used to deliver Purple's services;
- Schedule service downtime of the Purple platform.

4.3) Floor Service Level

The Floor Service Level applicable to the Wireless Guest Access, Analytics and Marketing Service in respect of Availability shall be 85% in any given Month

4.4) Service Credits

The Service Credits applicable to the Wireless Guest Access, Analytics and Marketing Service shall be calculated as follows:

Where availability is <99.0% in the relevant Month, a Service Credit may be claimed according to the table below. For the avoidance of doubt, for the purposes of paragraph 5.4 of Redcentric's General Terms, the maximum value of Service Credits in any Month shall be a sum equal to half the Charges which would have been payable in respect of the service in that Month had Redcentric provided the Wireless Guest Access, Analytics and Marketing Service in accordance with the applicable Service Levels.

In the following table:

"≥" means "greater than or equal to" and "<" means "less than"

"MS" means the Charge payable for the Wireless Guest Access, Analytics and Marketing Service for the same Month

Service Availability	Service Credit
≥99.0%	none
<99.0%	Percentage monthly unavailability * MS

5) Data Processing

5.1) Data Processing Scope

- This section 5 sets out the scope and certain details of the limited data processing that is carried out by Redcentric. Please refer to Section 2.11 for information about Purple's processing of data.
- Redcentric's Wireless Guest Access, Analytics and Marketing Service when used in-conjunction with wireless hardware delivers a guest Wi-Fi experience to end users, and provides the Customer specific details relating to end users.
- The Wireless Guest Access, Analytics and Marketing Service involves storage of data relating to end users.
- That data is stored by Purple as part of the Purple Service, and it is not stored or accessed by Redcentric.

5.2) Data Storage

- Data pertaining to End users is captured, inspected, analysed, stored and shared by Purple.
- End Users are able to access, view and amend this data.

5.3) Data Processing Decisions

- Processing of data is instigated and managed by the Customer.
- Redcentric Support can be asked by the Customer to intervene in the event of an issue with the Wireless Guest Access, Analytics and Marketing Service. In such a case Redcentric may make decisions that affect data processing, but such actions will only be undertaken at the request of and in conjunction with the Customer.

5.4) Sub-Processors

- The Wireless Guest Access, Analytics and Marketing Core Service is delivered in conjunction with Purple.
- No other parties are involved in delivering the Wireless Guest Access, Analytics and Marketing Service, and there are no sub-processors appointed by Redcentric.

5.5) Customer Access to Data

- The Customer is given access to the Wireless Guest Access, Analytics and Marketing Service portal. The Customer has access to data stored on the platform including end user data.

5.6) Security Arrangements and Options

- The Wireless Guest Access, Analytics and Marketing core is hosted at both Redcentric and third party locations. All locations meet physical security standard ISO27002 section 11.1 or equivalent.

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