



Purple Communications Product Agreement

Thank you for ordering a Purple product (“Purple Product”) from Purple. We at Purple hope you will enjoy your use of your Purple Product. If you have any problems with your Purple Product, you can contact our Customer Care at 877-885-3172 through your Purple Product or phone or you can e-mail us at support@purple.us. In return, we ask that you (1) provide us with some general information about yourself and permit us to contact you from time to time to provide you information about our services and ask you for feedback on your particular Purple Product; (2) promise not to transfer your Purple Product to someone else; and (3) promise not to tamper with your Purple Product, or to let anyone else tamper with it. We hope you enjoy the ability to use your Purple Product to communicate with Deaf, Hard of Hearing, and/or hearing people anytime you want! This Agreement shall be deemed effective as of the date on which your Purple Product is installed and/or the date you first use your Purple Product, whichever comes first. If requested, we will provide you with free training on use of the software (“Software”) that comes with the Purple Product. By using a Purple Product, you expressly warrant and represent that you have the authority and right to enter into this Agreement and agree to all of the terms and conditions contained herein.

1. Definitions

In this Agreement, the following words shall have the following meanings:

- A. “Customer” shall mean the recipient/user of the Purple Product under this Agreement.
- B. “Purple” shall mean Purple Communications, Inc. and its employees, independent contractors, and affiliated entities authorized to provide Customer with Purple Products under this Agreement.
- C. A “Video Relay Service” or “VRS” is a service which enables a user who is deaf, hard-of-hearing, or speech- disabled and who uses American Sign Language (“ASL”) to communicate with a standard voice telephone user through the Purple Product or other video equipment installed at the ASL user’s location and at the video interpreter’s location.
- D. “Purple Product” shall mean any Purple labeled Purple telecommunications device distributed and/or installed by Purple inclusive of P3 Mobile, OneVP, P3 for PC, P3 for Mac, P70, P3 on MacBook, P3 on an iPad, SmartVP or the i3, and the features and functionalities of the particular Purple Product. Customer understands that “Purple Product” includes devices that are made by other manufactures but that are the property of (and distributed or sold to Customer by) Purple.

E. “OneVP” shall mean a Purple Product that consists of device that is made by Nvidia Corporation but that is the property of (and distributed or sold to Customer by) Purple. As such, OneVP includes additional terms set forth below in Sections 2.J. and 2.K.

2. General Terms and Conditions

A. Customer represents and warrants to Purple that:

- (i) Customer is deaf or hard of hearing;
- (ii) Customer accepted the Purple Product solely for Customer’s own personal use;
- (iii) Customer will not disassemble or in any way reverse-engineer the Purple Product;
- (iv) Customer will not re-sell or transfer the Purple Product under any circumstances;
- (v) Customer will use reasonable efforts to keep the Purple Product safe and secure from thieves or vandals, unsupervised users, or any other external conditions that would likely damage the Purple Product or impair its functions; and
- (vi) Customer acknowledges that Purple provides user notifications addressing numbers and e911 services to users on its website at www.purplevrs.com/usernotice and Customer has received and understood this information.

B. Although Purple hopes that Customer will enjoy using the Purple Product, Customer’s decision to order a Purple Product does not create any obligation to make any Video Relay Service calls. Customer is free to make calls to and receive calls from any Video Relay Service provider over the Purple Product. Customer also is free to use the Purple Product to connect to any other deaf user. The Purple Product has been designed as part of the Purple solution. When Customer uses the Purple Product to connect to Purple’s Video Relay Service, Customer will reach a Purple authorized interpreter. This enables Purple to assure service quality and confidentiality. Customer may use our Software and Purple Product to place free VRS calls, to receive VRS calls, and to make and receive non-VRS point-to-point calls. We receive compensation from the federal TRS fund when you use one of our video interpreters to interpret a VRS call. Customer is responsible for obtaining broadband connectivity in order to be able to use our Software and the Purple Product; we do not provide broadband connectivity to Customers. If Customer chooses to use the Purple Product with another Video Relay Service provider that does not use Purple videophones or services, Purple cannot ensure the quality of service or video clarity of those calls.

C. Customer acknowledges that the Purple Product is being provided to Customer at no cost or a substantial discount due to the fact that the purchase price has been subsidized by Purple. Accordingly, Customer agrees that Customer will not sell, lease, or otherwise transfer possession of the Purple Product to any other person or entity or otherwise allow any other person or entity

to use the Purple Product without the written consent of Purple (which consent may be withheld in its sole discretion). Customer acknowledges that Purple will disable the Purple Product and render it unusable and charge Customer a minimum of \$250 as a recovery fee in the event that Purple determines that the Purple Product has been sold, leased or transferred or is otherwise being used in violation of these terms and conditions. Customer also acknowledges that Purple has the right and option to re-acquire the Purple Product in the event that it has been sold, leased, or transferred, or is otherwise being used in violation of this Agreement. Purple further reserves the right to pursue any and all other remedies available at law or in equity in the event of any unauthorized transfer of the Purple Product or other violation of this agreement.

D. Customer has the right to port the local ten-digit number(s) assigned by Purple to the Purple Product to a default provider other than Purple. If Customer ports to another provider the ten-digit number assigned to their Purple Product within six (6) months of receiving the Purple Product, Customer will owe Purple a handling fee in the amount of \$100 to cover our shipping and handling costs of providing the Purple Product to Customer. Please note, if Customer ports the local ten-digit number assigned to their Purple Product that was obtained through a special offer to a default provider other than Purple within 12 months of receiving the Purple Product, Customer will owe Purple an Equipment License Fee, or “ELF,” which will amount to the retail purchase price of the product. The ELF decreases after the first 24 months to 50% of the retail purchase price. Customer may return the un-damaged Purple Product to Purple instead of paying the ELF. To initiate the return of the Purple Product to avoid paying an ELF, Customer can email support@purple.us or place a point-to-point call to 877-885-3172. If Customer fails to pay the ELF or return the Purple Product, Purple reserves the right to take legal action and/or disable the Purple Product.

E. Customer agrees not to use the Purple Product for any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful purposes and not to use the Purple Product in a way that interferes with Purple’s ability to provide VRS products or services to Customer or other customers, including not to do a factory reset to OneVP or any Purple Product that erases any Purple software application. Purple shall have the right to immediately terminate, suspend, restrict, or cancel Customer’s use of the Purple Product without advance notice in the event that Purple becomes aware that Customer is or may be breaching the prohibitions of this agreement.

F. Purple reserves the right to investigate any abusive, pornographic, lewd, obscene, harassing, fraudulent, or unlawful use or access of the Purple Product or breach of this agreement and to seek reimbursement and for any and all damages that result or arise from such misuse. To the fullest extent allowed by law Purple will not be liable for any cost or damage arising either directly or indirectly from Customer’s use or misuse of the Purple Product. Further, Purple reserves the right to assure itself that Customer’s use of the Purple Product does not violate the terms and conditions of this agreement and to terminate this agreement and repossess the Purple Product immediately in the event of any violation.

G. VRS through Purple may not be available at all times due to unforeseen service interruptions, and/or technical problems. Further, all interpreters provided in conjunction with the video relay services of Purple may not always be immediately available at all times and Customer has no

right to be provided access to any particular interpreter nor to become privy to the identity of any interpreters. Customer may, however, express a preference for the gender of the interpreter when a call is initiated or, if a transfer occurs, at the time the call is transferred to another interpreter, and Purple will make an effort to honor such a request.

H. All calls made through Purple are confidential. Purple will not disclose any information from Customer's conversations, and will not keep any records of the content or substance of any conversations, other than as necessary to provide video mail service. Purple has implemented technology and security features and strict policy guidelines to safeguard the privacy of Customer's video relay calls and any Customer-identifiable information from unauthorized access or improper use.

I. Customer understands and hereby acknowledges that Customer's use of the Purple Product requires that Customer's voice and/or image may be recorded and transmitted over the Internet during a relay or peer to peer call. Customer further understands that due to the nature of the Internet, any privacy right, copyright or other right or interest in Customer's voice, image or likeness may be lost with respect to any specific transmission because of such transmission occurring during a live relay or peer to peer call. Customer understands that Purple does not record any relay or peer to peer calls by default. Customer acknowledges that video and/or audio packets transport between endpoints during a live relay or peer to peer call, and that packets are discarded upon completion of a relay or peer to peer call. Customer authorizes and specifically grants permission to Purple to record and transmit Customer's voice, likeness and/or image over the Internet solely for the purpose of use of VRS interpretation services, and further releases and agrees to hold Purple harmless from any and all responsibility for any such loss of rights and/or interests resulting from transmission of Customer's voice, image and/or likeness over the internet during a relay or peer to peer call. The foregoing shall not be construed as consent to the use of Customer's voice, image or likeness for purposes other than for purposes of providing VRS. Except for the authorization and permission specifically granted to Purple in this agreement, Customer reserves all right, title and interest in and to any and all forms of Customer's voice, image or likeness. Customer agrees not to use or facilitate the use of the voice, image, and/or likeness of the Purple VRS interpreter in any way other than for the lawful use of the Purple Product for the purposes intended by Purple for performance of its VRS interpretation services. Purple shall have the right to immediately terminate, suspend, restrict, or cancel Customer's use of the Purple Product without advance notice in the event that Purple becomes aware that Customer is or may be breaching the prohibitions of this paragraph.

J. OneVP Activation. To activate OneVP, Customer consents and grants Purple administrative permission to conduct the Nvidia set up, including activation of the operating system and Google accounts. Customer also authorizes Purple to download the Google and Google Play software applications as part of the configuration process to support the functionalities and features of OneVP. Customer understands that it is advisable to become familiar with the following company terms of service and privacy policy. Google Terms of Service at <https://policies.google.com>; Google Privacy Policy at <https://policies.google.com/privacy>; NVIDIA Software License Agreement at <https://purplevrs.com/media/1361/nvidia-software-license-agreement.pdf>; NVIDIA Privacy Policy at www.nvidia.com/en-us/about-nvidia/privacy-

[policy/](#) and Share usage & diagnostics information with Google at <http://g.co/AndroidUsageHelp>.

K. OneVP Additional Terms. The manufacturer, Nvidia Corporation, of the OneVP product may set forth obligations and other terms and conditions applicable to a user of OneVP. Customer acknowledges having received the manufacturer's manual and, read and accepted the terms and conditions set forth in the manufacturer's manual. Customer also acknowledges having received electronic copies of Google Terms of Service and Google Play Terms of Service. As the user, Customer agrees to comply with any such obligations and to be bound by any additional manufacturer terms and conditions. These terms and conditions supplement the manufacturer's terms and conditions, and to the extent there is a conflict between such terms, these terms and conditions shall take precedence.

L. Returns. To initiate the return of the Purple Product to avoid paying an ELF, Customer should email support@purple.us or place a point-to-point call to 877-885-3172. Once Customers have obtained the return information from Purple, Customer must return the Purple Product, at Customer expense, within forty-five (45) days of selecting another default provider. Customer must take every reasonable precaution to ensure the Purple Product is packed in a secure and safe manner to ensure it remains safe from damage while in shipment. If the Purple Product is damaged upon its delivery to Purple, Purple reserves the right to assess damages in accordance with this agreement. Customer is not authorized to and may not give any other provider of VRS, or any commercial entity working with or for any other provider of VRS, authority to return the Purple Product.

M. Stolen, Damaged or Defective Product. If the Purple Product has been stolen or appears to have been damaged, tampered with, or not functioning properly, Customer agrees to promptly e-mail us at support@purple.us, or, if possible, to contact our service staff through the Purple Product. Purple reserves the right to assess a charge to repair or replace a damaged or stolen Purple Product. Purple will not charge Customer for any repair made for us by the manufacturer under any manufacturer's warranty. Customer further agrees that so long as Purple is the default provider for the telephone number(s) assigned to the Purple Product, only Purple may service or repair the Purple Product, and Customer will not allow anyone other than Purple, including but not limited to other VRS providers, to attempt to repair or service the Purple Product.

N. Returns for Repair. Should a Customer returns the Purple Product for repair, Purple will attempt to repair and restore the Purple Product to its original condition. As part of this process Purple cannot guarantee that the repaired Purple Product will contain any software applications, and/or files, that the Customer downloaded on their own to the Purple Product prior to its return for repair. In the event that the returned Purple Product is beyond repair, Purple may replace the damaged or defective device with a new Purple Product. If a Customer receives a new and replaced Purple Product, such Product will not contain the same software applications and/or files that the Customer previously downloaded or stored on their own to the Product. Purple recommends that Customers store any downloaded software and/or files in a backup storage location before returning the Purple Product.

O. The manufacturer of the Purple Product may set forth obligations and other terms and conditions applicable to a user of the Purple Product. As the user, Customer agrees to comply with any such obligations and to be bound by any additional manufacturer terms and conditions. These terms and conditions supplement the manufacturer's terms and conditions, and to the extent there is a conflict between such terms, these terms and conditions shall take precedence.

P. If Customer is planning to move to a new address, Customer agrees to update the address in Customer's profile account online or contact Purple at least 5 days in advance and inform Purple of the Customer's new address.

3. Indemnification

To maximum extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless Purple and its subsidiaries, affiliates, and its directors, officers, employees, agents, and personnel against any losses, liabilities, damages, and expenses to the extent arising out of or related to Customer's negligent act, negligent omission, breach of this agreement or willful misconduct. This provision will survive the termination of this agreement.

4. Limitations of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: i) PURPLE SHALL NOT BE LIABLE WHATSOEVER FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ii) PURPLE'S TOTAL LIABILITY TO CUSTOMER UNDER ALL CIRCUMSTANCES SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PURPLE PRODUCT. FURTHER, PURPLE SHALL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO CUSTOMER'S VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR CUSTOMER'S FAILURE TO INSTALL ANY SOFTWARE UPDATE PROVIDED BY PURPLE IN A PROMPT MANNER. ADDITIONALLY, PURPLE IS NOT LIABLE IN TORT, CONTRACT, OR OTHERWISE FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR OTHER HARM ARISING OUT OF OR RELATED TO USE OF THE PURPLE PRODUCT TO MAKE A 911 OR SIMILAR EMERGENCY CALL.

5. Warranties

Products. The only warranty provided with any Purple Product, including without limitation related and included Software, or any item manufactured or produced by a third party that was sold or provided by Purple pursuant to this Agreement, is that the Purple Product will be functional for VRS in the United States and the express or implied warranty from the manufacturer directly to Customer. PURPLE DOES NOT ADOPT ANY MANUFACTURER'S WARRANTY. This represents Customer's sole and exclusive remedy with respect to any Purple Product or items manufactured or produced by third parties. Notwithstanding the foregoing, to the extent possible, and subject to availability, Purple will replace or repair any non-functioning PURPLE Product

upon Customer's request. Customer understands that Purple may either repair the non-functioning Purple Product, or replace it with either a new or factory reconditioned unit.

Limited Warranty for Services. For all Services, inclusive of installation Services, Purple warrants that the Services will be performed in a professional and competent manner taking into account all reasonably known external risks at the time the Services are performed.

Extent of Warranties and Limitations of Liability. Purple shall not be responsible for any damage suffered as a result of misuse, accident, modification, failure to properly maintain or operate any Purple Product or Software in a suitable physical or operating environment in accordance with relevant manufacturer specifications, improper maintenance by Customer, or failure caused by equipment, products, or software Purple did not provide.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, ALL PURPLE PRODUCTS AND SERVICES, INCLUDING WITHOUT LIMITATION INSTALLATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PURPLE SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS (WHETHER EXPRESS, IMPLIED, STATUTORY, ORAL, OR WRITTEN) INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR INFRINGEMENT, OR THAT ANY PURPLE PRODUCT WILL BE ERROR FREE. PURPLE SHALL, TO THE EXTENT PERMITTED, PASS THROUGH TO CUSTOMER ANY WARRANTIES PROVIDED TO PURPLE BY THE MANUFACTURER OF ANY PURPLE PRODUCT PROVIDED TO CUSTOMER HEREUNDER. THE MANUFACTURER'S WARRANTY PASSED THROUGH BY PURPLE TO CUSTOMER, IF ANY, SHALL BE IN LIEU OF ALL OTHER WARRANTIES. THIS WAIVER OF WARRANTIES APPLIES TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

6. Intellectual Property. The Purple Product includes proprietary hardware, software, documentation and related materials, and all of these proprietary materials are protected by copyright, trademark, trade secret, and other intellectual property law, all of which remain vested in Purple.

7. Miscellaneous

A. Acts Beyond Purple's Control. Purple will not be responsible to Customer for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, terrorism, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond Purple's reasonable control.

B. Assignment. Customer may not assign this Agreement or Customer's right to use the Purple Product without the prior written consent of Purple (which may be withheld in its sole discretion).

C. Entire Agreement. This Agreement constitutes the entire agreement between Customer and Purple and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral, regarding the Purple Product. No written or oral statement, advertisement, or service description not expressly contained in the agreement will be allowed to contradict, explain, or supplement it. Neither Customer nor Purple is relying on any representations or statements by the other party or any other person that are not included in this agreement.

D. Governing Law. This agreement will be governed by the law of the State of California, without regard to its choice of law rules. This governing law provision applies no matter where Customer resides, or where Customers uses or pays for the Purple Product.

E. No Third-Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

F. Notices. Notices from Customer to Purple must be delivered to the following address: Purple, 595 Menlo Drive, Rocklin, CA 95765. Purple's notice to Customer, to the extent applicable, may be made by a posting on our web site, newspaper ad, postcard, letter, call to Customer's billed telephone number, or an e-mail to an address provided by Customer to Purple.

G. Remedies. Customer agrees that, in the event Customer breaches, or threatens to breach, any term or condition of this agreement, Purple shall immediately be entitled to seek all remedies available to it, at law and in equity. In the event that it becomes necessary for Purple to seek injunctive relief, Purple shall not be required to post a bond or other security.

H. Severability. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

This Section 6 of the agreement will continue to apply after the agreement ends. This agreement shall be deemed effective as of the date that the Purple Product is delivered to Customer and/or the date Customer first uses the Purple, whichever comes first. By using the Purple Product, Customer expressly warrants and represents that Customer has the authority and right to enter into this Agreement and agrees to all of the terms and conditions contained herein. In the event Customer does not agree to all of the terms and conditions contained herein, Customer shall immediately return the Purple Product to Purple at Customer's expense.

The use of the Purple Product certifies that Customer has fully read and understands the terms of this agreement. Customer understands that the installation, use, and continued functionality of the Purple Products identified in this agreement are contingent upon Customer agreeing to and abiding by the provisions contained herein.

Emergency services notice: Service using the Purple Product or any of our related services may not be available at all times due to a range of factors, including without limitation, power outage, service interruptions, technical problems, system upgrades, congestion and/or maintenance. For these reasons PURPLE STRONGLY RECOMMENDS THAT CUSTOMERS MAINTAIN FUNCTIONAL TTY OR CAPTIONED TELEPHONE LANDLINE DEVICES TO BE USED IN THE EVENT OF AN EMERGENCY.

[Signatures on Following Page]

Signature Page to Purple Communications Product Agreement

SIGNATURE _____

DATE _____