

SERVICE AGREEMENT FOR PUBLIC WIRELESS LOCAL AREA
SERVICE FROM BUILDING ZONES

2. WLAN SERVICE SUMMARY

Capitalised terms used below are defined later in the Agreement.

<p>BUILDING ZONES SERVICE SUMMARY</p>	<ol style="list-style-type: none"> 1. Hotspot access network service – working with a DSL router and access point Edge Device(s) (provided by Building Zones), Building Zones will provide the configuration and on-going management of each Edge Device deployed at the British Library to facilitate its provision of access services to end users, including IP addressing and DHCP services, DNS services, and SSID broadcast. 2. DSL backhaul – private DSL network connectivity between the Venue and Building Zones (or its sub-contractor or Partner's) data centre. The service includes traffic flow between the two end points, and network services (DNS, DHCP, RADIUS proxy and similar services). Building Zones will provide a standard connection speed of 512Kbps to each site on a 50:1 underlying IPStream contended basis. 3. Service provider roaming services – connection with service providers who have agreements with Building Zones or its sub-contractors or Partners, enabling the British Library to provide access services to these service provider users. 4. British Library PayGo – pay-as-you-go access services for adhoc user access, with payment methods options including both vouchers sold over the counter, and Credit Card (eVoucher), and support services for end users via Building Zones's (or its sub-contractor's or Partner's) call centre facility as described in more detail in schedule 3. 										
<p>HARDWARE TO BE PROVIDED BY BUILDING ZONES</p>	<p>1. EDGE DEVICES</p> <table border="0"> <tr> <td>Number</td> <td>4 Access Points 2 DSL Modems</td> </tr> <tr> <td>Type</td> <td>- HP PROCURVE ACCESS POINT 520WL. - DSL MODEM & EDGE ROUTER TO BE DETERMINED.</td> </tr> <tr> <td>Cost per item</td> <td>£0</td> </tr> <tr> <td>Total costs</td> <td>£0</td> </tr> <tr> <td>Total cost of hardware</td> <td>£0</td> </tr> </table>	Number	4 Access Points 2 DSL Modems	Type	- HP PROCURVE ACCESS POINT 520WL. - DSL MODEM & EDGE ROUTER TO BE DETERMINED.	Cost per item	£0	Total costs	£0	Total cost of hardware	£0
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<p>BRITISH LIBRARY'S SHARE OF SERVICE REVENUE</p>	<p>SEE SCHEDULE 3</p>										
<p>INSTALLATION START DATE FOR INITIAL ORDER</p>	<p>[INSERT DATE]</p>										
<p>ESTIMATED INSTALLATION COMPLETION DATE ON OR AROUND</p>	<p>[INSERT DATE]</p>										

1. DEFINITIONS

1.1 In this Agreement and the Summary and Schedules the following expressions have the following meanings unless inconsistent with the context:-

Access Point A IEEE 802.11 radio transceiver connected to a LAN.

"Affiliate" any subsidiary of either party or that party's holding company or any other subsidiary of that party's holding company and the terms "subsidiary" and "holding company" shall have the meanings attributed thereto in Section 736 Companies Act 1985 as amended

"Allowable Costs" Revenue share payable to a WLAN Services Partner and/or transaction fees payable to a payment processing service or agent

"Building Zones Equipment" Defined in clause 4.3

"British Library's Representative" The person appointed from time to time by the British Library to act as the main point of contact with Building Zones in relation to this Agreement, and whose identity shall be notified to Building Zones

"British Library's Equipment" That equipment to be made available by British Library in order to enable the performance of the WLAN Services as notified to British Library by Building Zones from time to time

"British Library's Share" The share of Service Revenue payable to the British Library by Building Zones, as specified in schedule 3

"Data Centre" Building Zones's (or its WLAN Partner's) data centre at the relevant time

"eVoucher" A "user" session transaction paid for using a "User" credit card accessed via the service landing page

"Effective Date" The date on which this Agreement is signed by both parties

"Edge Device" An edge device installed at a Venue to enable the provision of the WLAN services

"Equipment" The British Library Equipment and Building Zones's Equipment together, or any part thereof according to context

"Hotspot" A location where WLAN Services are provided at a Venue through Edge Device(s) connected over a single backhaul connection to the Data Centre

"Initial Order" The order placed by the British Library pursuant to this Agreement in respect of (1) the Venues and (2) the Hotspots and (3) the Hardware (where applicable) which are respectively specified in the

Summary and/or Schedule 1 to this Agreement

"Marketing Partner" any third party providing Materials or other promotional or technical support for the WLAN Services

"Materials" any documents and materials supplied by Building Zones in connection with the WLAN Services, including but not limited to signage, branded material, giveaways and other items which promote the availability of the WLAN Services and which may also incorporate the marks and/or logos of the British Library, Building Zones, or Partners)

"Minimum Number" the minimum number of Hotspots pursuant to this Agreement, as specified in the Summary

"Minimum Period" Minimum Period as defined in clause 3.1

"Month" a calendar month, and "Monthly" shall be construed accordingly

"Network" Building Zones's broadband wireless network

"Order" whichever is relevant of the Initial Order or a Subsequent Order or any or all of them according to context

"Order Document" whichever of the following is relevant according to context: (1) in the case of the Initial Order the Summary; and (2) in the case of a Subsequent Order the relevant Order Form

"Order Form" an order form in respect of a Subsequent Order in accordance with clause 2

"Partner" according to context a Marketing Partner or a WLAN Services Partner or any other sub-contractor of Building Zones

"PAYG Access" (or pay-as-you-go access) access to the Network provided by Building Zones directly and paid for at the time of access by way of voucher, credit card or other payment method as described in Schedule 4 "Library PayGo"

"Service Hours" From 8 am to 8pm, or such other times as may be from time to time published on the Landing Page

"Service Revenue" sums received by Building Zones (excluding VAT) from the WLAN Service Partners or from PAYG Access in respect of any User's access to the Network less Allowable Costs

"Specified" any British Library Equipment specified

This Agreement and an applicable Order Form will together constitute a binding agreement between the parties in respect of the relevant goods or services.

2.9 This Agreement and any Order Form shall prevail over pre-printed wording or other document.

3. DURATION

3.1 Subject to clause 11, this Agreement shall continue for a period of three years from the Effective Date (the "Minimum Period"). The WLAN Services shall be provided at each Hotspot from the date it is Switched On and for the remaining period of this Agreement. Following the expiry of the Minimum Period, WLAN Services will, subject to clause 11, continue to each Hotspot for further periods of 1 year unless and until terminated by British Library providing not less than 4 months' advance written notice expiring at the end of the Minimum Period or any subsequent anniversary thereof or Building Zones providing not less than 2 months advance written notice expiring at any time.

3.2 Building Zones will provide the British Library with written confirmation of the date that a Hotspot was Switched On.

3.3 This Agreement shall continue (subject to clause 11) until the WLAN Services provided to each of the Hotspots relevant to this Agreement are terminated.

4. BUILDING ZONES'S EQUIPMENT AND THE WLAN SERVICES

4.1 Building Zones agrees subject to the terms and conditions of this Agreement and to the performance of the British Library's obligations hereunder to carry out the following or to procure that the following is carried out:

4.1.1 provide or procure the provision of network infrastructure as specified in this Agreement required for the provision of the WLAN Services and according to the service levels set out in Schedule of this Agreement;

4.1.2 provide the WLAN Services to Users at each Hotspot which is Switched On, subject always to the terms of this Agreement and the user terms and conditions set out in Schedule 7 of this Agreement. The terms and conditions of use imposed by the British Library on Users shall be in the same form as those set out in Schedule 7 or no less protective of Building Zones and its sub-contractors than the terms of use set out in Schedule 7;

4.1.3 provide Users at a Hotspot with access to WLAN Services provided by such Partners as Building Zones, shall grant access to such Hotspot, which services will be supplied on terms considered by Building Zones, in its sole discretion, to be acceptable and subject to the Partner's User terms and conditions;

4.1.4 provide or procure the Materials;

4.1.5 during the Service Hours provide Users with access to a support desk to assist with connection issues to the WLAN Services;

4.1.6 during the Service Hours provide the British Library with access to a support desk to assist with problems with the Hotspot and/or the WLAN Services;

4.1.7 design and host (1) the Landing Page and (2) any co-branding for the Landing Page if specified in the Summary;

4.1.8 input the Venues' details into the locator tool on Building Zones's website and/or such third party locator tools as Building Zones may from time to time support and license such data to third parties to promote access to the WLAN Services (provided that such data shall not include any Personal Data as defined within the Data Protection Act 1998);

4.1.9 take reasonable steps to ensure that Building Zones and the Partners observe regulations affecting or covering the Venues including, without limitation, health and safety and security regulations and procedures provided that the British Library shall have given Building Zones written notification of such regulations; and

4.1.10 provide the Additional Services as set out in any Order and on the terms of this Agreement.

4.2 In the event that Building Zones displays and/or uses the British Library's logo and descriptive information concerning the British Library and the Venues on the Landing Page, Building Zones's website, and/or any information resource operated by a Partner, the British Library hereby grants to Building Zones all permissions or licences necessary for such display and/or use subject to the British Library approving the text prior to use.

4.3 Any equipment supplied by Building Zones from time to time ("Building Zones's Equipment") shall at all times remain the property of Building Zones or its licensors and the British Library shall not acquire title to any of the Building Zones Equipment or in any way sell, offer for sale, transfer, let, license, mortgage, charge or otherwise deal in any way with Building Zones's Equipment or parts thereof or permit any lien to be created over the same.

4.4 Should any distraint be threatened or levied in respect of any of Building Zones's Equipment then the British Library's entitlement to be in possession of Building Zones's Equipment will cease forthwith and the British Library will give immediate notice of such distraint to Building Zones.

4.5 The British Library accepts that WLAN Services may fail from technical fault or otherwise from time to time. The British Library shall report any faults of which the British Library becomes aware by telephone or electronic mail to Building Zones's network operations centre using the telephone

Agreement, must be visible and legible to the majority of persons round the Hotspot venue, and shall remain intact and unaltered at all times unless such alteration is agreed by both parties; and

6.1.9.3 in the event that any signage or materials are altered or defaced, the British Library will forthwith attend to the replacement approximately as the previous signage were affixed;

6.1.10 The parties may publicise the availability of the WLAN Services at regular intervals, provided that the content and format of any announcements and promotions are subject always to the prior written approval of both parties.

6.1.11 The British Library will provide a point of sale for the vouchers if both parties agree to introduce over the counter sales of a physical voucher.

6.1.12 not do nor to authorise any other party to do anything that does not comply with any relevant legislation or regulation or is in any other way unlawful, or that may damage or adversely affect Building Zones's or Partners' brand or reputation.

7. WARRANTIES

7.1 Each party warrants to the other that:

7.1.1 it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder; and

7.1.2 the execution of this Agreement by such party and of its duties hereunder, do not and will not violate any agreement to which such party is a party or by which it is otherwise bound.

8. ASSIGNMENT AND SUB-CONTRACTING

8.1 Neither party shall be entitled to assign the benefit or delegate the burden of this Agreement (whether in whole or in part) without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed provided that such consent will not be required in the case of an assignment by either party to an Affiliate of that party.

8.2 Building Zones may sub-contract any or all of its obligations under this Agreement with the prior written consent of British Library (such consent not to be unreasonably withheld or delayed). British Library consents to Building Zones sub-contracting to The Cloud and any WLAN Service Partner

9. INSURANCE AND INDEMNITY

9.1 The British Library shall indemnify, keep indemnified and hold harmless Building Zones from and against all costs (including the costs of enforcement), expenses, liabilities, injuries, direct loss (including without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and other direct losses), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgments which Building Zones incurs or suffers as a result of any negligent acts or omissions or wilful misconduct of the British Library and/or its employees, agents, invitees and/or subcontractors in respect of the use or presence of the British Library Equipment and/or Building Zones's Equipment and/or Hotspot in the Venues and/or in respect of any claim made by any User.

10. LIABILITY

10.1 Neither party excludes its liability (if any) to the other:

10.1.1 for personal injury or death resulting from negligence;

10.1.2 for any matter which it would be illegal for the relevant party to exclude or to attempt to exclude its liability; or

10.1.3 for fraud.

10.2 Subject always to clause 9.1 Building Zones excludes to the fullest extent permissible in law all terms, conditions, warranties and stipulations, express (other than those set out in this Agreement) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the British Library.

10.3 Subject to clauses 9.1 and 9.4, the aggregate liability of either party in respect of any other breach of this Agreement, or a tortious act or omission resulting in direct loss or damage and for which the other party is liable arising in connection with the performance or contemplated performance of this Agreement, shall not exceed £20,000.

10.4 Subject to clause 9.1, each party shall not be liable to the other for any loss of profits, loss of business, loss of contract, loss of goodwill, loss of anticipated savings, loss of use or value of any equipment including software, loss of data, wasted management or other time (in each case whether such loss is direct, indirect or consequential) or any indirect or consequential loss howsoever arising (including without limitation by reason of misrepresentation (whether made prior to or in this Agreement), negligence, breach of statutory duty, other tort or breach of contract) and irrespective of whether the other party had been advised, knew or should have known of the possibility of such loss.

10.5 Neither party takes responsibility for hardware or software installed by users for the purpose of accessing the services, nor does it accept any

- 15.2 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision and if any provision of this Agreement shall be determined by any such court or competent authority to be illegal, invalid and / or unenforceable then such determination shall not effect any other provision of this Agreement all of which other provisions shall remain in full force and effect.
- 15.3 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 15.4 This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement and neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.
- 15.5 No variation to this Agreement shall be effective unless in writing and signed by a Director or other duly authorised officer of each of the parties.
- 15.6 No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 15.7 This Agreement and other documents referred to in the Summary and/or Schedules which are incorporated into and form part of this Agreement contain all the terms which the parties have agreed in relation to the subject matter of this Agreement and those documents and supersede any prior written or all agreements, representations or understandings between the parties.
- 15.8 This Agreement shall be deemed to have been made in England and subject to English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

SCHEDULE 2

ORDER FORM

Building Zones shall supply to the British Library the WLAN services and/or Hardware specified in this Order Form on the terms of the Agreement and this Order Form.

This Order Form contains terms additional to the Agreement between the parties and governs the relationship in respect of the subject matter of this Order Form.

Defined terms within this Order Form shall have the same meaning as those in the Agreement unless inconsistent with the context.

Additional Venues	
Additional Hotspots	
Estimated implementation dates	
Additional Hardware	[Details] [Cost]
Estimated delivery dates	
Other Details	

Signed for and on behalf of Building Zones:		Signed for and on behalf of the British Library Board:	
Signed	.....	Signed :	.....
Name	.....	Name :	.....
Title	.....	Title :	.....
Date	.....	Date :	.....

1. The user must first provide their own equipment which will include a Laptop with wireless IEEE 802.11b compliant technology installed. The service will work best when users operate the Windows XP operating system (or higher) or use Apple's "Airport".
2. Users connecting to a Hotspot shall be presented with the Landing Page, which shall incorporate a mechanism promoting the availability of the Library PayGo facility and an associated icon to access the facility. Upon selecting the icon, the User's web browser shall be directed to the Library PayGo web pages.
3. For the two month trial period Building Zones will create a service provider called 'Library Trial'. During the two month trial, users select the 'Library Trial' service provider on the library Landing Page. On selecting the 'Library Trial' service provider users will be presented with a Login page with a selection button 'Request Trial Voucher'. On selecting the 'Request Trial Voucher' the user will be provided with a username and password. The user enters the username and password they are provided into the login window. This will allow the user 1 hour of elapsed time access.
4. The Library PayGo web pages shall provide descriptive information about the Library PayGo service, provide a login area for Users redeeming Library eVouchers, and shall present the list of Library eVouchers available for purchase.
5. Following a selection by the User to purchase a specific Library eVoucher, the User shall proceed to a purchase process involving a selected payment method. Upon successful completion of the purchase process, the User shall be presented with details of the credentials associated with the Library eVoucher purchased (username and password), and may be automatically logged-on to initiate an access session to the Internet.
6. Users already in possession of a valid Library eVoucher may enter the eVoucher credentials (username and password) into the login area on the Library PayGo web page. The Library PayGo service will validate the User's credential and initiate an access session to the Internet if successfully validated.
7. Upon successful login through Library PayGo, the User shall initiate an access session and shall be presented with a logout button through a pop-up window. An access session shall be concluded when the User clicks on the logout button or when the access session is timed-out by Building Zones.
8. The Library PayGo web pages shall provide support information for Users experiencing problems with invalid, expired or incorrectly entered Library eVouchers, and with failed purchase processes.
9. Users requiring support or guidance in their use of the Library PayGo facility may contact Building Zones' support services as specified in the Agreement.

Development of British Library eVouchers

1. Development of the 1 hour elapsed time eVoucher

For Phase 1 Building Zones will use reasonable endeavours to provide users with free 1 hour elapsed time eVouchers. The 1 hour elapsed time eVouchers will provide a user with logon credentials that can be used in the two month trial period. These usernames will not be usable after the two month trial period. Building Zones do not want to and are not obliged to trial a 1hr elapsed time eVoucher as these will not be used in the full British Library service. \$
CMB

During the two month trial period Building Zones and British Library intend to test the time debit eVouchers as this is what will be used in Phase 1 commercial service.

Building Zones shall use reasonable endeavours to ensure that the time debit 1 hour and 30 minute eVouchers will be ready by March 31st 2004 so that they can be trialled before the start of Phase 1 commercial service.

2. Development of One-day Pass

The 1 day pass for use in the conference centre (and other locations) will be made available by 31st March in order that Building Zones/British Library can test it before the end of the trial period. The 1 day pass will retail for £15.00 and will provide access during British Library opening hours (09:30-20:00) and is valid only on the day of purchase.

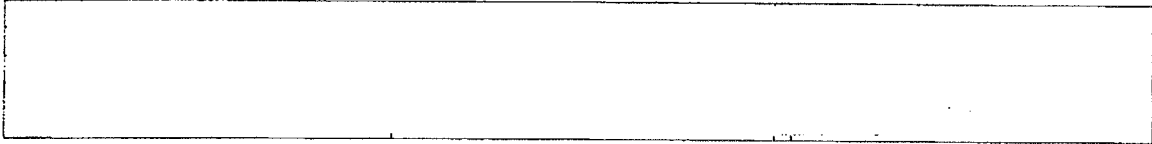
3. eVoucher Description

Agreement Reference: BZ/BL 19 January 2004

4. Include wireless service (British Library WiFi) information in the marketing material for the conference centre.
5. Offer currently booked customers the opportunity to add British Library WiFi to their order.
6. Participate in the Service reviews and report on service activity– see schedule 6

PayGo Revenue Share for Phase 1

The revenue for the PayGo service will be shared with the following splits. Building Zones will also make quarterly payments to British Library from roaming subscribers and will provide a report detailing the service usage in accordance with clause 5 of this Agreement.



Profit/Loss Forecast – Phase 1

The following forecast is based on the Proof of Concept Infrastructure with coverage in the British Library's restaurant/cafe/tertia and conference centre using 4-5 access points.

The forecast assumptions are as follows;

1. Sessions are all assumed to be one hour sessions charged at £4.50 per hour.
 2. Service Charge - £14 per week per ADSL connection
 3. _____
 4. The forecast assumes that the original equipment configuration is unchanged for 12 months however this is subject to the development process detailed in schedule 6.
 5. Reasonable Insurance costs for equipment.
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ACCEPTABLE PERFORMANCE CONDITIONS

1. Installation of the Hotspots in the Venues in accordance with this Agreement.
2. Implementation and operation of the services described in this Agreement, in particular the Landing Page and the implementation of Library PayGo as set out in Schedule 3.
3. A positive response to a survey conducted by Building Zones in the Venues of 25 Users or visitors to the Venues pertaining to the qualitative behaviour of the services as specified in this Agreement.

Limited reserves the right to deny access to this information if Building Zones Limited determines at its sole discretion the request for access to the information to be inappropriate.

11. Building Zones Limited shall provide the Customer with (i) prompt notification of any unplanned Network or Core Network outages that could affect the Customer and (ii) when possible, at least five working days' notice of planned Network outages that could affect Users.

Agreement Reference: BZ/BL 19 January 2004
with point of sale, a step change in service level. An "exception" review will have the same structure as a quarterly review and take place as soon as possible, but no longer than 10 working days, after a request is issued. The date for the next quarterly review will be rescheduled following an "exception" review.

Schedule of reviews

Reviews will be managed by the Building Zones and British Library representatives. The reviews will be scheduled for the first business Monday at 1pm in March, June, September and December and will be held at the British Library in St Pancras. An exceptional meeting will also take place 6 weeks after the date the Phase 1 Infrastructure is brought into service.

Structure of the Quarterly Review

The review will be a structured meeting and chaired alternately by the British Library and Building Zones. At the review Building Zones, along with its supply partners, will report on the following:-

1. Analysis of session numbers, Roaming report, Service levels report, Customer Service report (helpdesk), user survey.

The agenda will also include on the following topics:-

2. British Library report on the service
3. Review of last minutes
4. Business Case review
5. Any other business
6. Review of actions

6.1 This website may contain links to other websites. The Cloud accepts no responsibility or liability for the content of other websites that are not under the strict control of The Cloud. Any link is not intended to be, nor should be construed as, an endorsement of any kind by The Cloud of that other website.

6.2 You may not create a link to this website from another website or document.

7. The Service

7.1 The Service

7.1.1 The Service is a wireless data service using radio frequency to access a site location. Fixed line connections from this website connect You to The Cloud network and subsequently to the Internet, or if applicable to Your airtime service provider.

7.1.2 When You are located within the radio frequency coverage area of a location, You may connect to the Service using Your computer equipment. The Service is dependent on the suitability of Your computer equipment.

7.1.3 The Cloud offers the Service for activities such as the active use of e-mail, instant messaging, browsing the World Wide Web and accessing corporate intranets.

7.1.4 Customer Service is available in the United Kingdom at cloudhelp@inspiredbroadcast.net, by phone at 0905 2320007, and through services described on our Website: www.inspiredbroadcast.net

7.2 The Cloud's Obligations and Rights:

7.2.1 The Cloud is committed to providing uninterrupted access to our Service. The Cloud always will try to accomplish routine maintenance outside of regular business hours, and will, whenever possible, provide advance notice of maintenance or other suspension of the Service on our Website: www.inspiredbroadcast.net. We must, however, reserve the right to modify or temporarily suspend the Service or any part of it without notice to You for emergency technical repair.

7.2.2 Any security that You have in Your dealings on the Internet or Your corporate intranet is maintained by You when You use the Service. The Cloud provides no more or less security than You already have, because we provide access and do not interfere with content. For that reason, we cannot be, and are not responsible for the security of the information which, includes without limitation, data You transmit on the Service. Nor may The Cloud be responsible for the accuracy, completeness or timeliness of any information obtained through the Service from the Internet.

7.3 User's Obligations and Rights

7.3.1 You are responsible at Your own expense for having suitable computing equipment such as laptop or pocket personal computers with wireless LAN (IEEE 802.11b) and associated software and configurations for use with the Service.

7.3.2 The password and username are issued to You personally and You are responsible at all times for

7.3.2.1 maintaining the confidentiality of the username and password, and

7.3.2.2 all activities that occur under Your username and password. 7.3.3 You will be liable for all losses, damages, costs and expenses, direct or indirect, however incurred, suffered by The Cloud due to the loss, misuse and/or disclosure of Your username and password whether such use was with or without your consent.

7.3.4 If it comes to the attention of The Cloud you have given others access to your username or password, The Cloud reserves the right to terminate your right to receive the Service immediately.

8.5.1 there is a general power outage at the location You are accessing;

8.5.2 the location is undergoing maintenance as previously scheduled and noticed on our website; or

8.5.3 the Service has been suspended or interrupted because of a reason outside of The Cloud's reasonable control.

8.6 If, however, the Service is not available for reasons other than those listed in 8.4 above at any time or for any period of time due to any failure of The Cloud, please contact Customer Service.

8.7 The Cloud does not give or assume any warranty, condition, undertaking or term, whether statutory, express or implied as to condition, satisfactory quality, performance, durability, fitness for purpose or otherwise of the Service and all such terms and warranties are hereby excluded to the fullest extent permitted by law

8.8 You shall indemnify Us, keep Us indemnified and hold Us harmless from and against any loss, damage, claims, liabilities, costs and proceedings that We may incur or suffer arising out of or in connection with your use of the Service.

9. Privacy

9.1 The Cloud's privacy policy can be accessed from the previous page. This privacy policy forms part of these Terms.

10. Complete Agreement

These Terms (including the privacy policy referred to in clause 9) contain all the terms which You and The Cloud have agreed in relation to the use of the Service.

11. Jurisdiction and acceptance of these terms and conditions

11.1 This website is controlled and operated by The Cloud from its offices in England. The formation, existence, construction, performance, validity in all aspects whatsoever of these Terms or any dispute in relation to the materials contained in this website shall be governed by English law. The English and Welsh courts shall have exclusive jurisdiction to settle any disputes that may arise out of or in connection with these Terms.