

SERVICE AGREEMENT FOR PUBLIC WIRELESS LOCAL AREA  
SERVICE FROM BUILDING ZONES  
SUMMARY

1. PARTIES

<b>"BUILDING ZONES"</b>	
Building Zones Limited 54 Mill Lane West Hampstead London Nw6 1NJ Company Registration Number: 4942646	
<b>"BRITISH LIBRARY"</b>	
Full company name: Registered Office:  Company Registration Number:	BRITISH LIBRARY BOARD 96 EUSTON ROAD LONDON NW1 2DB  Non Departmental Public Body of the department for Culture and Media and Sport
Business Address:   Telephone: Fax:	BRITISH LIBRARY BOARD 96 EUSTON ROAD LONDON NW1 2DB  02074127000
<b>THE BRITISH LIBRARY'S TECHNICAL CONTACT</b>	
Name: Email: Tel: Fax:	JIM LINDEN <a href="mailto:JIM.LINDEN@BL.UK">JIM.LINDEN@BL.UK</a> 020 7412 7000
<b>THE BRITISH LIBRARY'S COMMERCIAL CONTACT</b>	
Name: Email:  Tel: Fax:	John Kitching <a href="mailto:john.kitching@bl.uk">john.kitching@bl.uk</a> Boston Spa Wetherby West Yorkshire LS23 7BQ 01937546460
<b>THE BRITISH LIBRARY'S INSTALLER/INTEGRATOR</b>	
Name: Email: Tel: Fax:	Mike Wildsmith (Estates) <a href="mailto:mike.wildsmith@bl.uk">mike.wildsmith@bl.uk</a> 02074127000

BUILDING ZONES'S EQUIPMENT TO BE INSTALLED AT EACH HOTSPOT	Standard 512kbps private BT ADSL backhaul circuit connected to the data centre 50:1
SPECIFIED EQUIPMENT TO BE INSTALLED AT EACH HOTSPOT	<ul style="list-style-type: none"> <li>• Standard BT PSTN line.</li> <li>• HP PROCURVE ACCESS POINT 520WL.</li> <li>• DSL MODEM &amp; EDGE ROUTER TO BE DETERMINED.</li> </ul>
MINIMUM NUMBER OF HOTSPOTS	2
OTHER AGREED TERMS	

The British Library has requested, and Building Zones has agreed, to provide WLAN services in accordance with the terms of this Agreement, as set out in this Summary and the terms and conditions and schedules on the following pages.

Signed for and on behalf of BUILDING ZONES LIMITED Signature: <i>George Bartley</i> Name: <i>George Bartley</i> Title: <i>Managing Director</i> Date: <i>19<sup>th</sup> January, 2004</i>	Signed for and on behalf of BRITISH LIBRARY BOARD Signature: <i>J B Kitching</i> Name: <i>J B KITCHING</i> Title: <i>Head of Contracts and Purchasing</i> Date: <i>19<sup>th</sup> January, 2004</i>
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This Agreement is dated: *19<sup>th</sup> January, 2004*

"Subsequent Order" an order placed by the British Library to Building Zones after the date of this Agreement for additional (1) Venues or (2) Hotspots or (3) Hardware in accordance with clause 2 of this Agreement

"Summary" the summary set out at the beginning of this Agreement

"Switched On" the point of time at which the relevant Hotspot is verified by Building Zones as working

The Cloud Building Zones contracted Network Operator with roaming agreements with other service partners.  
 Inspired Broadcast Networks Limited  
 Company No. 3913734  
 Registered office 3 The Maltings, Wetmore Road, Burton-on-Trent DE14 1SE  
 AND ITS AFFILIATES

"User" any person using or attempting to use the WLAN Services

"VAT" value added tax

"Venues" (1) in the case of the Initial Order the premises at The British Library set out in Schedule 1 and (2) in the case of any Subsequent Order the premises at The British Library specified in the relevant Order Form, all as varied from time to time by written agreement between the parties.

"WLAN" Wireless network conforming to the IEEE802.11(a), (b) and/or (g) standards (as varied or amended from time to time) and/or such other wireless networks as Building Zones may from time to time integrate into the Network

"WLAN Services" the WLAN access services provided by Building Zones and/or the WLAN Services Partners to Users pursuant to this Agreement

"WLAN Services Partner" any third party partner providing WLAN access for Users, including, but not limited to, wireless internet service providers (WISPs), roaming partners or mobile network operators

"Year" the period of 365 days commencing on the date of this Agreement and each subsequent consecutive 365 day period thereafter (or 366 day period if such period includes 29 February).

1.2 In this Agreement the singular shall include the plural and vice versa as the context shall admit or require.

1.3 The headings to the clauses of this Agreement are for ease of reference only and shall not affect the construction of the Agreement.

Summary and Schedules to this Agreement shall have full force and effect as if expressly set out in

the body of this Agreement. In the event of any conflict or inconsistency, the following order of precedence shall apply [(1) the Order, (2) Summary (3) Schedules and (3) this Agreement.1.5

Where this Agreement refers to a party using its "reasonable endeavours", this means making every reasonable effort that the party concerned reasonably can consistent with the objective to be achieved (and taking into account any time scale within which it is aimed to achieve the objective concerned). Reasonable endeavours must at least include: (1) the allocation and use of a reasonable amount of resource (in manpower, financial and other terms) to achieve the relevant objective within any applicable time scale; (2) obtaining any further information necessary to enable the achievement of the objective; (3) co-operating with others to the extent necessary to achieve the objective.

## 2. ORDERS

- 2.1 This Agreement sets out the terms that apply to the provision of WLAN Services by Building Zones to the British Library.
- 2.2 In the event that the parties agree that (1) WLAN Services shall be provided to additional Venues or additional Hotspots or (2) Building Zones shall supply additional Hardware to the British Library, the parties shall enter into an Order Form substantially in the form set out in Schedule 2, with such amendments or additions as may be agreed between the parties and any additional terms.
- 2.3 No Subsequent Order shall be binding until the relevant Order Form is signed by both parties.
- 2.4 Clause 1 and clauses 3 to 14 inclusive shall apply to and be incorporated into each and every Order, unless the Order specifically states otherwise.
- 2.5 Following signature of an Order Form Building Zones shall use reasonable endeavours to supply the relevant WLAN Services and/or Hardware to the British Library in accordance with the timescales specified in the relevant Order Form or by such other date as may be agreed between the parties in writing from time to time, but all dates are estimates. [The procedure for implementing and managing the WLAN Services throughout this Agreement shall be as set out in Schedule 6].
- 2.6 The British Library acknowledges that, unless otherwise agreed beforehand in writing between the parties, Building Zones's ability to provide the Services is dependent on BT's ability to supply an acceptable DSL service to the Venue.
- 2.7 In the event of a conflict between this Agreement and any Order Form, then the Order Form shall prevail to the extent necessary to resolve such conflict.
- 2.8 This Agreement does not constitute an obligation to provide or receive any goods or services unless and until the parties enter into an Order Form.

number and e-mail address provided from time to time by Building Zones for such purpose. Building Zones and/or its WLAN Service Partners will take steps to correct faults as soon as it reasonably can.

- 4.6 Any failures of the BT or other carrier network shall not be the responsibility of Building Zones.
- 4.7 Building Zones may from time to time, and as a result of reasonable or legally or technically required conditions, suspend the WLAN Services to any and/or all Hotspots for technical, operational or other reasons ("Down Time"). Building Zones shall endeavour to provide 24 hours' notice to the British Library before Down Time and shall use reasonable endeavours to ensure that Down Time does not exceed 24 hours at any one time.
- 4.8 Provide written notification to the British Library from time to time of Building Zones's intention to add an additional WLAN Service Partner to the WLAN Services. Such notification shall be provided no less than five days in advance of the implementation date of services for the WLAN Service Partner. Where practicable, Building Zones shall use its reasonable endeavours to discuss the additional WLAN Service Partners with the British Library.

## 5. Payment

- 5.1 Within 20 days after the end of each Quarter, Building Zones will issue to the British Library a statement showing (1) the Monthly Service Roaming Revenue and PayGo sessions received for each Hotspot during the immediately preceding Quarter and (2) the value of the British Library's Share in respect of such revenue. Upon receipt of such statement the British Library shall provide Building Zones with a VAT invoice for the British Library's Share in respect of the relevant Quarter, such invoice to be payable by Building Zones within 30 days after the date of receipt of such VAT invoice.

## 6. BRITISH LIBRARY OBLIGATIONS

- 6.1 The British Library shall throughout the term of this Agreement:
  - 6.1.1 co-operate and ensure that its employees, agents and contractors co-operate with Building Zones and any Partners or sub-contractors (and/or their respective agents and employees) in respect of all matters relating to the installation, configuration, maintenance, operation, use and marketing of the WLAN Services;
  - 6.1.2 if required in the Order Document, provide a working British Telecom PSTN line as part of the British Library Equipment for each Hotspot provided hereunder within the maximum distance from the Equipment prescribed by Building Zones, and make all payments for and otherwise ensure that service to that PSTN line shall continue throughout the service period to that Hotspot. This PSTN line will need to

terminate on the Building Zone DSL modem.

- 6.1.3 allow the WLAN Services to be provided from the Hotspots for at least the period specified in clause 3.1 in respect of each Hotspot;
- 6.1.4 where necessary obtain and maintain all necessary third party permissions and/or rights to provide WLAN Services in each of the Venues and maintain such permissions and/or rights throughout the period of service applicable to the Hotspots in such Venue;
- 6.1.5 at its own expense provide power to each item of the Building Zones's Equipment for the operation of the Hotspot, in accordance with specifications prescribed by Building Zones from time to time;
- 6.1.6 not carry out or permit any alteration, modification, repair, removal, or disconnection of the Building Zones's Equipment or otherwise carry out any work on the same, and not use or permit to be used the Building Zones's Equipment for any purpose other than the provision of the WLAN Services by Building Zones and the provision of private network services in the Venue for the British Library pursuant to this Agreement;
- 6.1.7 provide Building Zones, the Partners (and/or their agents and employees) with reasonable and prior agreed (which shall not be unreasonably withheld) access to the Venues: (1) to inspect, maintain or test the Equipment or the Venue; (2) to conduct quality of service measurement or other reasonable research in respect of the WLAN Services;
- 6.1.8 not enter into or agree to enter into any agreement with any third parties for the promotion or provision of any services comparable to the WLAN Services at Venues without the prior written approval of Building Zones;
- 6.1.9 throughout the term that WLAN Services are provided at each Venue display at each Venue signage and materials as agreed by the British Library and Building Zones from time to time for the purpose of promoting the availability of WLAN Services to Users, as follows:
  - 6.1.9.1 at least one sign of minimum specification will be installed on the door or a window in the front of each Hotspot venue which sign(s) will be in a format agreed with the British Library prior to installation (such agreement not to be unreasonably withheld or delayed);
  - 6.1.9.2 Signage shall remain in situ throughout the term of this

liability or responsibility for any intrusion, hacking, worms, viruses or other malicious attacks on users devices/equipment that might occur as a result of using the services nor for the downloading of any unsuitable or illegal material. Users should have the correct firewalls and up to date anti-virus software installed on their devices and this guidance will be given. The users must use the service in accordance with the User terms included in schedule 7.

information to anyone else except to its employees, agents and sub-contractors who need the information to effect proper performance of this Agreement and/or to its professional advisers. Each party shall be responsible for ensuring that any person to whom information is disclosed by them complies with the terms of this clause 12. These obligations of confidentiality shall survive termination of this Agreement.

12.2 Clause 12.1 shall not apply to any information that is generally available to the public, unless this availability results from a breach of this Agreement, to information the receiving party already possesses or which it obtains independently in circumstances in which the receiving party is free to disclose it to others and/or to information that is required to be disclosed for legal reasons.

### 13. FORCE MAJEURE

13.1 Neither party to this Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to any event beyond its reasonable control ("Force Majeure"), including without limitation and by way of example only, lightning, flooding, exceptionally severe weather, fire, explosion, severe computer virus, war, terrorism, civil disorder, industrial disputes, acts of local or central Government or other competent authority, acts of that party's suppliers or partners, legal or regulatory constraint on Building Zones offering WLAN Services, or legislation requiring licensing of the presently unregulated spectrum used by WLAN.

### 14. NOTICES

14.1 All notices made or that are required under this Agreement shall be in writing and shall be sent by first class pre-paid letter or fax transmission, or delivered by hand and shall be deemed to have been received:-

14.1.1 by first class post, 48 hours after the date of mailing;

14.1.2 by hand, immediately upon delivery; and

14.1.3 by fax, immediately upon transmission.

14.2 Notices to be sent to the British Library shall be sent to the British Library Representative at the address set out on the front page of this Agreement (or such other address as may be notified to Building Zones in writing from time to time).

14.3 Notices to be sent to Building Zones shall be sent to Building Zones's registered office and marked for the attention of the Company Secretary.

### 15. GENERAL

15.1 Both parties agree to comply, at their own expense, with all statutes, regulations, rules, ordinances, and order of any governmental body, department or agency that apply to or result from their rights and obligations under this Agreement.

## 11. TERMINATION

11.1 Either party may forthwith terminate this Agreement by notice to the other in any of the following events:-

11.1.1 within two calendar months of the date of the installation start date if the Acceptable Performance Conditions as set out in Schedule 4 of this Agreement have not been achieved according to the reasonable determination of the British Library; or

11.1.2 if the other party commits a material breach of this Agreement and where such breach is capable of remedy, fails to remedy such breach within 30 days from the service on the other of a written notice specifying the breach and requiring it to be remedied; or

11.1.3 if the other party enters into liquidation (not being a voluntary liquidation for the purposes only of reconstruction or amalgamation) or has an administrator, administrative receiver, or like person appointed over its assets or any material part of its assets or shall enter into any voluntary arrangement with its creditors;

11.2 The British Library may terminate this Agreement by two months written notice to Building Zones in the event that Building Zones fails to remedy and restore a service level within 30 days of receipt of written notice of a failure to meet a service level (specified in schedule 5) where the failure is capable of remedy.

11.3 The termination of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

11.4 Upon the termination of this Agreement for any reason all monies owed to either party shall be paid on demand and the parties shall arrange for the removal of the Equipment. The British Library shall grant to Building Zones and/or its employees or agents such reasonable access to any Venue as is necessary for this purpose.

## 12. CONFIDENTIALITY

12.1 Each party shall keep confidential any confidential information disclosed to it by the other. Confidential information includes, without limitation, information which is marked or expressed as being confidential, the contents of this Agreement, and any information which could reasonably be deemed to be confidential, from its nature, content or the circumstances in which it is provided. Neither party shall disclose confidential

SCHEDULE 1  
VENUES

Venue Name	Venue Address	Venue telephone number	Contact name at Venue	Position of contact	List of hotspots at Venue (with location details)

## SCHEDULE 3

### Library PayGo Service Description

#### Introduction

1. Building Zones shall operate for the British Library a pay-as-you-go service called Library PayGo, which shall retail and fulfil eVouchers under the British Library brand in the Hotspots. The eVouchers will be purchased on-line by user via the Landing Page.
2. Users shall have the ability to use Library PayGo to purchase a series of eVoucher products ("Library eVouchers") described in more detail in the table set out below and use these eVouchers to login to obtain Internet access in the Hotspots.
3. Library eVouchers shall be limited by their time period and duration of use, and shall be redeemable in the Hotspots only.
4. Library eVouchers shall be initially available for purchase by Users using credit cards. Additional payment methods may be added from time-to-time, as agreed between the British Library and Building Zones.
5. Library PayGo will be operated by Building Zones and fulfilled through software systems provided, supported and operated by Building Zones and its partners.

#### Implementation Plan

##### 1. Phase 1 - Proof of Concept

The proof of concept phase ("Phase 1") commences on the date of this Agreement and the two month trial period shall start to run on the installation of the Proof of Concept Infrastructure. Phase 1 involves the installation of the infrastructure listed below (the "Proof of Concept Infrastructure") to be installed in the British Library, the coverage described below and the user sessions and the review and service development program described in Schedule 6.

This phase comprises a two-month trial period when the Users will not be charged to use the service and where the parties are aiming to satisfy the acceptable performance criteria. The acceptable performance criteria are described in schedule 4.

The Proof of Concept Infrastructure, to be installed in the British Library site by Building Zones, consists of 4-5 access points connected by two BT ADSL 512KB links (50:1 contention) to The Cloud's network. The access points will be positioned in accordance with a radio site survey to be undertaken by Building Zones prior to installation.

The estimated coverage will constitute a user receiving a wireless connection in all seated areas in the British Library café, restaurant and the conference centre at the Venue.

Phase 1 will end when:

- (a) the business case for Phase 2 is agreed by the British Library and Building Zones using the process defined in Schedule 6; or
- (b) this Agreement is terminated by British Library in accordance with clause 11.1.1.

The revenue forecast and share for Phase 1 is defined in this schedule along with costs. This period shall be referred to as "Phase 1".

##### 2. Phase 2 - Expansion

Phase 2 commences following the completion of Phase 1 and will comprise an increased investment in the service by Building Zones, in response to demand for the service, to increase one or more of the following service parameters – internet connection capacity by adding additional links to The Cloud, coverage by installation of more wireless access points in the Library.

The revenue forecast and share for Phase 2 is defined in this schedule along with costs.

Library eVouchers are constrained by time period and duration, and by the limitations of the software involved in their fulfilment. At the date of this Agreement, Building Zones is still developing software to enable operation of Time Debit eVouchers.

Library eVouchers shall be of two types:

- a. Elapsed Time eVouchers shall permit the User to conduct multiple sessions using the eVoucher between the time of first logon and a fixed number of minutes from that time.
- b. Time Debit eVouchers shall permit the User to conduct multiple sessions using the eVoucher, with the duration of each session deducted from an initial number of minutes associated with the eVoucher.

Both Elapsed Time and Time Debit eVouchers shall be limited by a validity duration, at the conclusion of which the eVoucher shall no longer be valid regardless of whether it has been used or not.

The following table provides a list of Library eVouchers to be made available for purchase in Hotspots:

eVoucher Name	Duration	Valid Time Period	Type	Pricing (Inclusive of VAT)	Availability
Trial Pass	1 hour	2 months	Elapsed Time	Free	Feb-Mar 2004
1 hour pass	60 minutes	Must be used with 30 days of purchase	Time Debit	4.50	31 March 2004
30 minute pass	30 minutes	Must be used with 30 days of purchase	Time Debit	£3.00	31 March 2004
1 day pass	British Library Opening hours (09:30-20:00)	Must be used on the days of purchase	Elapsed Time	£15.00	31 March 2004

2. The above list of Library eVouchers may be varied from time to time by Building Zones with two months notice to the Customer.

#### PayGo Support Customer Help Line

Users will be offered a customer support line which they can call if they are having difficulty connecting to the service. The service will be provided by using a premium rate number charged at 50p per minute from a landline.

#### Before calling the helpdesk

The user will receive a quick user guide, to be supplied by BZ, from a user information point (to be created by the British Library) that will detail the process for getting connected and include frequently asked questions. The quick guide will advise the user on the availability of the helpdesk.

The user will be advised on the recommended minimum user equipment specification for use with the helpdesk which is Windows XP Centrino and Apple Airport. All other operating systems can be used to connect to the service and will receive support from the helpdesk.

#### Business Plan

##### Conference Centre Business Plan

The British Library will use reasonable endeavours to package WiFi access with conference centre room and auditorium hire. Leith's who have a long term agreement to manage the conference centre is required to undertake the following;

1. Change the pricing structure for each room and the auditorium to include a package of one and five eVouchers respectively. Leith's to add a handling fee which is to be agreed with the British Library and Building Zones.
2. Offer additional eVouchers at the listed price (above) to each customer.
3. Use the Leith's eVoucher web credit card interface to print out vouchers and make them available to the delegates on the day of hire.





## SERVICE LEVELS &amp; REPORTING

1. Building Zones Limited shall use its reasonable endeavours provide an automated response method for faults with the WLAN Services logged by the Customer on a 24 x 7 x 365 basis.
2. Building Zones Limited shall use reasonable endeavours to provide, based on a monthly average, 99.5% system uptime (Core System Uptime Success Rate") of the Core Network, which shall include the necessary services and systems to support the proper function of the authentication functions for the WLAN Services. The Core System Uptime Success Rate for the Core Network shall be determined by Building Zones Limited through system response and diagnostic tests conducted at regular intervals and logged. Logs shall be maintained by Building Zones Limited for two years in offline storage.
3. Building Zones Limited shall use reasonable endeavours to provide, based on a monthly average, 98% system uptime (Network System Uptime Success Rate") of the Network. The Network System Uptime Success Rate for the Network shall be determined by Building Zones Limited sending ICMP pings to and receiving a response from the edge router at each site indicating the operational status of such site. Logs shall be maintained by Building Zones Limited for two years in offline storage.
4. In the event Building Zones Limited does not achieve the Core System Uptime Success Rate or Network System Uptime Success Rate, Building Zones Limited shall provide upon written request reasonable access to logs. For the avoidance of doubt, Building Zones Limited shall not be responsible for any failure to meet the specified Core System Uptime Success Rate or Network System Uptime Success Rate which is caused by circumstances beyond its reasonable control, including without limitation, power outages, floods, acts of God, vandalism and the severing of a communications line by a third party.
5. Building Zones Limited shall use reasonable endeavours to ensure that the bandwidth up from each Hotspot shall be at least 256 Kbps and that the bandwidth down to each Hotspot shall be at least 512 Kbps, the performance of such bandwidth varying from time to time as a result of the underlying technology provided by Building Zones Limited's suppliers.
6. Building Zones Limited shall use reasonable endeavours to ensure that the average round trip time for packets between an Edge Device and Building Zones Limited data centre should not exceed 500ms, the performance of such links varying from time to time as a result of the underlying technology and the performance provided by Building Zones Limited's suppliers.
7. Building Zones Limited shall maintain lease times on IP addresses allocated to Users at no more than 5 minutes.
8. Building Zones Limited shall provide the Customer with read only access to logs, enabling the Customer to view additional detailed information when troubleshooting system uptime problems.
9. Building Zones Limited shall use reasonable endeavours to keep and maintain the Network and Core Network in good condition and repair. The Network and Core Network shall be properly maintained, serviced and upgraded by Building Zones Limited as is necessary in order to enable the Customer to provide connectivity to Customer Users. In the event that the Customer alerts Building Zones Limited to a problem at any Roaming Service Hotspot, Venue or otherwise, Building Zones Limited shall expediently and diligently seek to repair such problem.
10. For the purposes of legal interception requirements and for the purposes of enforcing its Terms of Use, Building Zones Limited shall maintain near real-time logs in each User detailing the MAC address of their device, the Venue in which they connected, the date and time of their connection, and associated IP address information from Building Zones Limited Network. This information will be stored by Building Zones Limited in a secure, off-line location for at least 60 days. Upon the receipt of written request by Building Zones Limited from the Customer, Building Zones Limited shall provide the Customer with access to this information. Building Zones

### Purpose of Phase 1

The purpose of Phase 1, as defined in schedule 3, is to install a working service in order to determine the customer response to wireless access in the British Library in accordance with schedule 4. The parties are setting out to validate the initial market research and benchmark the relationship between supply and demand in order to commence an ongoing service development program. In order to achieve this, Building Zones shall conduct the survey referred to in schedule 4 and make available accurate results as outlined in this schedule 6.

### Development Planning

The parties have used their reasonable endeavours to minimise Phase 1 costs due to the unproven business model. However the Phase 1 infrastructure is expected to exceed the user expectations on start-up. As demand is understood, both in terms of session numbers and in terms of service coverage, plans will be defined by the parties to further develop the wireless infrastructure. A service development planning process will be active for the duration of this Agreement.

### Two month free period

This period commences following the initial implementation of the British Library Proof of Concept Infrastructure. This period has been included to test all aspects of the delivery process and to quantify the number of users with compliant technology. This assessment will provide input into the first review cycle of the development plan which will take place at the end of this period.

NB the first Review Cycle (during Phase 1) must be completed in good time in order that any proposed changes to the technical infrastructure (that arise out of the recommendations of the first Review Cycle) will be implemented and fully operational BEFORE the end of the 2 Month Free Period. Building Zones and the British Library must work together to ensure that there is no delay to the operational launch of the fee-paying service beyond the end of the 2 Month Free Period.

Each Review Cycle comprises the activities outlined in the paragraph below entitled "Service Development Process". All data for the Review Cycle process specified herein must be collected, made available, collated and analysed, well before Phase 1 ends, to support a decision to proceed or to terminate this Agreement (in accordance with clause 11.1.1.)

### Service Development Process

British Library and Building Zones will formally review the service on an ongoing quarterly basis. The purpose of the review process is to make decisions on the development of the service. The decisions fall in to three categories;

- a) Do nothing
- b) Invest in the service
- c) If severe departure from the targets laid down in this agreement, review the contractual relationship between the parties

The review will measure compliance with this agreement in the three key areas;

- 1) Service Levels - as per schedule 5
- 2) User Satisfaction - A positive response (minimum 50% satisfied) to a survey conducted by Building Zones in the Venues of 10 Users or visitors to the Venues pertaining to the qualitative behaviour of the services as specified in this Agreement.
- 3) Achievement of Business targets – Achievement of 50% of Phase 1 forecast

In addition the process will match user demand (revenue) and available capacity (cost). Building Zones has the responsibility for the capital investment in the British Library infrastructure and therefore the Building Zones business case will form a part of the development plan. With input from British Library, the business case will be prepared and issued to all parties within 3 working days before the review. The criteria for additional investment will be a 3 - 6 month payback based on average session numbers from the previous quarter. A review cycle will be complete once the business case has been considered and all reports and issues have been presented and actions have been assigned in the minutes of the meeting.

### Managing exceptions

The system will be monitored on a day to day basis and either party may request a review under exceptional circumstances. These circumstances may be as a result of a step increase in demand, adverse user feedback, an issue

## 1. Website Operator

1.1 This website and the Service (defined below) are operated by The Cloud, a division of Inspired Broadcast Networks Limited, a company registered in England registered under number 3913734 and whose registered address is 3 The Maltings, Wetmore Road, Burton on Trent, Staffordshire DE14 1SE ("The Cloud", "Us" or "We").

## 2. Terms

2.1 The following terms and conditions together with the Acceptable Use Policy and the privacy policy (below) ("Terms") govern Your use of the website and the wireless local access network services (together "the Service").

2.2 Your use of the Service indicates your acceptance of these Terms. If you do not agree to Our Terms, do not use the Service.

2.3 We reserve the right, at our discretion, to modify, change, add to or remove any of the Terms at any time. Your continued use of the Service following the updating of the Terms shall mean you accept those changes.

## 3. Licence

3.1 The Cloud grants you a non-exclusive licence to use the Service upon the Terms.

3.2 The Cloud may terminate this licence at any time if you are in breach of any of the Terms.

## 4. Materials in this website

4.1 This website contains material which is owned by or licensed to The Cloud. This material includes, but is not limited to, the design, layout, look, appearance and graphics. It is protected by intellectual property laws including, but not limited to, copyright.

4.2 All trademarks reproduced in this website, which are not the property of, or licensed to The Cloud, are acknowledged on the website.

4.3 You may view, use, download and store the material on this website for personal and research use only. Commercial use is not permitted. The re-distribution, re-publication, or otherwise making available of the material on this website to third parties is prohibited.

4.4 Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

## 5. Accuracy of Information

5.1 The information in this website is given in good faith and for general information and interest only. It is subject to change without notice. The Cloud is not responsible for any inaccuracies and makes no representation and gives no warranty as to its accuracy.

5.2 The information in this website should not be relied on and does not constitute any form of advice or recommendation. By using this website you confirm that you have not relied on any such information. Any arrangements made between you and any third party named or referred to on the website are entirely at your sole risk and responsibility.

## 6. Linking

7.4 You must not use the Service:

7.4.1 to make high volume data transfers, especially sustained high volume data transfers;

7.4.2 to host a web server or any other server;

7.4.3 to access someone else's account;

7.4.4 to send unsolicited bulk e-mail;

7.4.5 to collect other people's personal data without their knowledge;

7.4.6 to interfere with other network users;

7.4.7 for any illegal purpose.

7.5 The Cloud reserves the right to suspend the Service if:

7.5.1 The Cloud reasonably believes that Your use of the Service is unreasonably excessive (i.e., in excess of one gigabyte per month/average network throughput cannot be in excess of 40 megabytes per hour ); or

7.5.2 The Cloud reasonably believes that You are using the Service for criminal or illegal activities.

7.6 The Cloud reserves the right to suspend the Service if You are in breach of these Terms.

7.7 You do not have the right to resell this Service to a third party.

8. Liability; Consumer

8.1 The Cloud does not guarantee that use of this Service will be compatible with all hardware and software which may be used by You.

8.2 You understand and agree that prior to your use of the Services, it is your responsibility to make sure that your computer system has been completely backed up. The Cloud is not responsible for loss of computer programme data or information.

8.3 IN THE EVENT THAT YOU USE THE SERVICES IN THE COURSE OF YOURS OR ANOTHER PERSON'S BUSINESS PURPOSES AND EXCEPT AS SET OUT IN CLAUSE 8.3:

8.3.1 THE CLOUD WILL BE UNDER NO LIABILITY TO YOU WHATSOEVER WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, RESTITUTION OR OTHERWISE FOR ANY INJURY, DEATH, DAMAGE OR, INDIRECT OR CONSEQUENTIAL LOSS (ALL THREE OF WHICH TERMS INCLUDE, WITHOUT LIMITATION, PURE ECONOMIC LOSS, LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND LIKE LOSS) HOWSOEVER CAUSED ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE OR RELYING ON ANY INFORMATION OR OTHER MATERIALS CONTAINED IN THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, AS A RESULT OF ANY COMPUTER VIRUS; AND

8.3.2 IF THE CLOUD IS FOUND TO BE LIABLE TO YOU, THE CLOUD'S LIABILITY SHALL BE LIMITED TO DIRECT LOSS AND IN THE AMOUNT YOU PAID FOR THE SERVICES GIVING RISE TO THE CLAIM.

8.4 The Terms do not exclude the Cloud's liability (if any) to you for personal injury or death resulting from The Cloud's negligence, for fraud or for any matter which it would be illegal for The Cloud to exclude or to attempt to exclude its liability.

8.5 The Cloud shall not be liable to You if You cannot use the Service because: