

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.

