

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
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										
<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 :	.....

