

OXFORD READING TREE ONLINE
PLEASE READ THE ENCLOSED LICENCE TERMS CAREFULLY

ONLINE ACCESS LICENCE AGREEMENT

1. This is a legal agreement between the institution named on the attached Invoice ("you") and the Chancellor Masters and Scholars of the University of Oxford trading as Oxford University Press of Great Clarendon Street, Oxford OX2 6DP, United Kingdom ("OUP") (which expression shall include its subsidiaries, agents, successors and assigns).
2. Words or phrases underlined are defined in the attached Terms and Conditions of Use.
3. The use by any of your Authorised Users of your Password to access Oxford Reading Tree Online at www.oxfordreadingtree.com will constitute your agreement to be bound by the terms of this agreement which consists of this page, the attached Terms and Conditions of Use and the Invoice enclosed with the Welcome Pack. If you do not agree to the terms of this Agreement, do not access Oxford Reading Tree Online or permit anyone else to use your Password and promptly return the Welcome Pack and the accompanying items to OUP at the above address.

EFFECTIVE DATE: Please see the subscription start date chosen by you and recorded on the Schools Subscription Information page.

SUBSCRIPTION PERIOD: a period of one year commencing on the Effective Date, subject to renewal for successive 12 month periods in accordance with the attached Terms.

MAXIMUM NUMBER OF AUTHORISED USERS AT YOUR INSTITUTION:
If the Invoice is for a "100 Pupils Subscription", no more than 100 Authorised Users.
If the Invoice is for a "200 Pupils Subscription", no more than 200 Authorised Users.
If the Invoice is for a "201 Pupils or over Subscription", 201 Authorised Users and over.

CHARGES: The amount set out in the Invoice, payable in accordance with clause 5 of the Terms and Conditions of Use.

TERMS AND CONDITIONS OF USE

1. DEFINITIONS

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

"Authorised User" shall mean an individual who is authorised by you to access Oxford Reading Tree Online and who is (i) affiliated with you as a current pupil or teacher or (ii) physically present on your premises;

"Commercial Use" shall mean use for the purposes of monetary reward (whether by or for you, an Authorised User, or any other person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation of ORT Online;

"Invoice" shall mean the invoice attached to this Agreement

"Material" shall mean any abstract, article, index, advertising or other material contained in ORT Online and accessed online;

"ORT Online" means the website accessed via the internet at www.oxfordreadingtree.com

"OUP Trademarks" shall mean the designations OXFORD, OXFORD READING TREE and OXFORD UNIVERSITY PRESS;

"Password(s)" shall mean the password(s) created for the purpose of access by you of ORT Online;

"Server" shall mean either OUP's server or a third party server designated by OUP on which ORT Online is mounted and through which you and your Authorised Users may gain access to ORT Online by means of the World Wide Web; and

"you" means the person or institution or other entity named on the Invoice and "your" shall be construed accordingly.

2. GRANT OF LICENCE, USAGE RIGHTS AND LIMITATIONS ON USE

2.1 OUP grants you the non-exclusive and non-transferable right to allow the number of Authorised Users set out on the front page of this Agreement (as amended from time to time in writing signed by both of us) to access and use ORT Online throughout the Subscription Period for the purposes of teaching and private study.

2.2 Throughout the Subscription Period, Authorised Users may:

2.2.1 Use the Password to access the Server in order to search ORT Online and to view, retrieve, and display portions thereof;

2.2.2 electronically save portions of ORT Online;

2.2.3 print out copies of portions of ORT Online;

2.3 You and Authorised Users may not:

2.3.1 remove or alter OUP's copyright notices or other means of identification or disclaimers as they appear in ORT Online;

2.3.2 systematically make printed or electronic copies of multiple portions of ORT Online for any purpose;

2.3.3 permit anyone other than Authorised Users to use your Password to access or use ORT Online;

2.3.4 use all or any part of ORT Online for any Commercial Use.

3. YOUR RESPONSIBILITIES

3.1 You confirm that the details relating to you and your Authorised Users provided to OUP are accurate and that you will notify OUP of any additions, deletions or other alterations to the information supplied.

3.2 You will obtain at your cost all telecommunications and other equipment and software (including an Internet browser and portable document file reader) together with all relevant software licenses necessary to access ORT Online.

3.3 You will:

3.3.1 be responsible for the confidentiality and all use of your Password(s);

3.3.2 use all reasonable efforts to ensure that only Authorised Users are permitted access to ORT Online and in particular will notify any person who ceases to be an Authorised User (including by virtue of leaving your employment or ceasing to attend your institution) that he or she no longer has the right to use the Password(s);

3.3.3 take all reasonable steps to ensure that all Authorised Users abide by the terms of this Agreement.

3.4 You will notify OUP as soon as practicable if you become aware of any of the following: (a) any loss or theft of the Password(s); (b) any unauthorised use of any of the Password(s); or (c) any breach by an Authorised User of the terms of this Agreement. Upon becoming aware of any breach of the terms of this Agreement by an Authorised User, you further agree promptly to initiate disciplinary procedures in accordance with your standard practice.

4. RESPONSIBILITIES OF OUP

4.1 OUP shall provide you with your chosen user name and Password necessary to enable the Authorised Users to access ORT Online.

4.2 OUP shall use all reasonable efforts:

4.2.1 to make ORT Online available by means of the World Wide Web to you throughout the Subscription Period;

4.2.2 to ensure that the Server has sufficient capacity and rate of connectivity to provide you with a quality of service consistent with current standards in the World Wide Web on-line information provision industry;

4.2.3 to restore access to ORT Online as soon as possible in the event of an interruption or suspension of the service.

5. PAYMENTS BY YOU AND RENEWALS

5.1 In consideration of the rights granted by OUP under this Agreement, you shall pay the Charges due to OUP within 30 days of receipt of an appropriate invoice. The Charges are exclusive of value added tax. Notwithstanding any other provision of this Agreement, OUP is under no obligation to provide access to you until all Charges have been received by OUP.

5.2 No later than 90 days before the end of the Subscription Period, OUP will send you a renewal notice for fees for the renewal of this Agreement for a further twelve-month period, together with any amendments which would apply to the renewal period in question. These fees for renewal may be higher than the current Charges. If you do not pay the renewal fees by the end of the Subscription Period, this Agreement will terminate automatically at that time.

6. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

6.1 You acknowledge that all copyrights, patent rights, OUP Trademarks, services marks, database rights, trade secrets and other intellectual property rights relating to ORT Online (collectively the "OUP Intellectual Property"), are the sole and exclusive property of OUP and that this Agreement does not convey to you any right, title, or interest therein except for the right to use ORT Online in accordance with the terms and conditions of this Agreement.

6.2 You shall notify OUP promptly (i) of the facts and circumstances surrounding any unauthorised possession or use of ORT Online, or OUP Intellectual Property, or any portion thereof; and (ii) on becoming aware of any claim by any third party that ORT Online infringes an intellectual property or proprietary right of any third party.

7. REPRESENTATIONS AND WARRANTIES

7.1 OUP represents and warrants that it has the power to enter into this Agreement and to grant the rights conferred herein to you and that ORT Online does not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary right or contract right of any third party.

7.2 Save as provided above, OUP gives no warranty, express or implied, and makes no representation that (i) ORT Online will be of satisfactory quality, suitable for any particular purpose or for any particular use under specified conditions, notwithstanding that such purpose, use, or conditions may be known to OUP; or (ii) that ORT Online will operate error free or without interruption or that any errors will be corrected; or (iii) that the material published in ORT Online is either complete or accurate.

7.3 In no circumstances will OUP be liable to you or any third party for any loss resulting from a cause over which OUP does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorised access, theft, or operator errors.

7.4 In no circumstances will OUP be liable to you or any third party for any consequential, incidental, special or indirect damages or loss of profits including, without limitation, damages for loss of data or corruption of data, loss of programs, loss of business or goodwill, or other damages or losses of any nature arising out of the use of, or inability to use ORT Online.

7.5 OUP will regularly check the content on sites to which it provides links on ORT Online but OUP will not be liable in any circumstances to you or any Authorised User for content on linked sites controlled by third parties.

7.6 Without prejudice to the indemnity in clause 8.1, you agree that the entire liability of OUP to you or Authorised Users arising out of any kind of legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use ORT Online shall be the refund of any Charges paid under this agreement.

8. INDEMNIFICATION AND FORCE MAJEURE

8.1 Notwithstanding the limitation of liability in clause 7.6, OUP shall defend, indemnify, and hold you harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) asserted by third parties against you which arise out of any act or omission by OUP that constitutes a breach of OUP's warranties hereunder.

8.2 You shall defend, indemnify, and hold OUP harmless against all claims, suits, proceedings, losses, liabilities, and damages (including costs, expenses, and reasonable attorneys' fees) arising from (i) any unauthorised use or dissemination of ORT Online by you or Authorised Users and (ii) any violation of this Agreement or of any third party's rights by you or Authorised Users, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights.

8.3 The obligations in clauses 8.1 and 8.2 will survive the termination of this Agreement.

8.4 You and OUP shall not be responsible to one another for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of the party and could not be avoided by the exercise of due care. Notwithstanding the occurrence of any of the events set forth in this clause, the parties shall at all times use reasonable efforts to perform all obligations under this Agreement in a timely manner, taking account of the existing circumstances.

9. SUBSCRIPTION PERIOD AND TERMINATION

9.1 The Subscription Period may by mutual consent be renewed for successive 12-month periods upon payment of the renewal fees in accordance with Clause 5.2 above.

9.2 Either party may terminate this Agreement forthwith by serving written notice on the other in the event that the other party commits a material breach of this Agreement and in the case of a breach capable of remedy fails to remedy the same within 30 days of a request so to do. Without limitation, a breach by you of the provisions of Clause 3.3 above would constitute a material breach of this Licence.

9.3 OUP reserves the right at any time on 30 days notice to you to terminate this Agreement due to ceasing publication of ORT Online in which case the balance of any existing subscription would be refunded pro-rata.

10. GENERAL

10.1 This Agreement is personal to and binding on the parties and neither this Agreement nor any of the rights under it may be assigned or sublicensed.

10.2 All notices required to be given under this Agreement (apart from renewal notices) shall be given in writing in English and left at or sent by first class registered or recorded delivery to the appropriate address shown (in the case of OUP at the head of this Agreement and in your case on the Invoice, or such other address as the party concerned shall from time to time designate by notice pursuant to this Clause. Such notices shall be deemed to be delivered (i) when left at the addressee's address; or (ii) if posted 10 (ten) days after posting. All notices to OUP shall be marked for the attention of the Group Legal Director.

10.3 This Agreement constitutes the entire agreement of the parties about its subject matter, supersedes all prior communications, understandings and agreements (whether written or oral) relating to its subject matter and may not be amended or modified except by agreement in writing signed by both parties.

10.4 No provision in this Agreement is intended to be enforceable by a person who is not a party to this Agreement.

10.5 The rights of the parties arising under this Agreement shall not be waived except in writing. Any waiver of any of a party's rights under this Agreement or of any breach of this Agreement by the other party shall not be construed as a waiver of any other rights or of any other further breach.

10.6 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

10.7 This Agreement shall be interpreted in accordance with English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.