



Subscription Agreement

QUOTE: Q-178779-2

EFFECTIVE DATE: 11/12/2024

Vendor

[Redacted]

Representative

[Redacted]

Subscriber

Department for Business & Trade

Primary Contact

[Redacted]

Bill To

[Redacted]

Payment

Payment Terms: Net 30

PO Number:

Subscription Term (months): 12

Start Date: 11/12/2024

Product / Service	Quantity / Users	Unit Price	Total
O'Reilly Online Learning	50	GBP 344.00	GBP 17,200.00

TOTAL: GBP 17,200.00

NOTES

Access to and use of the O'Reilly online learning service(s) is subject to the terms of this quote and the attached Terms and Conditions (collectively, the "Subscription Agreement" or "SA").

Department for Business & Trade

Signature:

Name:

Title:

Date:

[Redacted Signature Area]

Signature:

Name:

Title:

Date:

O'Reilly Media, Inc.

[Redacted Signature Area]

TERMS AND CONDITIONS

O'Reilly Media, Inc. ("O'Reilly") grants to the subscriber ("Subscriber") identified on this SA the rights described herein to utilize the service designated on this SA (the "Service") during the Subscription Term, on the condition that Subscriber complies fully with this SA.

1. USERS.

Access to the Service, and content made available through it, is limited to Subscriber's employees, contractors, agents, or such other persons within Subscriber's organization who are specifically authorized to use the Service ("Users") under this SA. Each User's access to the Service is strictly limited to the period of time that the User is qualified to be a User by virtue of their relationship with Subscriber. Users are not allowed to share user names, passwords or accounts. In order to access the Service, Users must have their own user name and password assigned by the account administrator. If a User becomes disqualified to use the Service, the User must immediately cease using the Service, and all copies of content accessed via the Service stored by that User on any hard drive or other storage device or in hard copy must be deleted or destroyed. Subscriber will be deemed to have taken any action that it permits, assists or facilitates any person or entity (including any User) to take related to the Service or this SA. Subscriber is responsible for its Users and will ensure its Users' compliance with Subscriber's obligations under this SA. Subscriber may reassign access to the Service to new Users as needed to replace former Users who leave Subscriber, assume other roles within Subscriber, or no longer require ongoing access to the Service; provided, however, that any deactivated Users may not be reactivated during the current Subscription Term.

2. CONTENT USE AND LIMITATION.

2.1 Each User is permitted to use the electronic tools provided by the Service to:

2.1.1 electronically search across and view onscreen the full content of all of the works included in the Service;

2.1.2 print, download and store Sections (defined below) of a work on the individual User's hard drive or other storage device for such individual User's personal use only;

2.1.3 quote portions of works accessible via the Service in works authored by the User, up to an aggregate of 250 words from any single text work or a comparable strictly limited portion of material in other media, provided that the copyright owner is given proper attribution in any publication or other media in which the quote appears, based on the proprietary notices that appear with the content in the Service. "Section" means the limited portion of a work that is displayed to the User at one time by the Service. Users can scroll freely throughout a single Section. To access another Section, a User is required to click through.

2.2 Each User that Subscriber employs or retains as a faculty member and/or course instructor is also permitted to: post up to 2 Sections of any work in the Service on Subscriber's instruction-related intranet site, provided that (a) the site is monitored for unauthorized use by Subscriber and any such use is promptly halted, (b) use of the posted Sections is limited to bona fide students enrolled in the User's course, and (c) the posted material is removed when the course is completed (or upon termination of the right of Subscriber or the User to access the Service, if either occurs first); and reproduce in hard copy format no more than 2 Sections of any work included in the Service, for use by enrolled students in courses conducted by the User. Subscriber acknowledges and agrees that use of "web spiders" or any other automated retrieval mechanisms (other than search and retrieval features of the Service) for any purpose is prohibited. Subscriber will not, and will not permit others to: (a) modify, remove, augment, publish, transmit, create derivative works from, or in any way exploit any of the content accessed via the Service, in whole or in part, except as expressly provided in this SA; (b) retrieve, download or extract content accessed via the Service to develop any software program, including, without limitation, training a machine learning or artificial intelligence ("AI") system; (c) post any content accessed via the Service to any third party website, or provide such content to others by any other means, such as an intranet system, blogs or RSS feeds, except as permitted by this SA; (d) provide any hosting service with access to the Service, and/or content accessed through the Service; and/or (e) assign or otherwise transfer to any third party, all or any part of rights granted under this SA, or any content accessible through the Service. Subscriber will notify O'Reilly immediately of any actual or suspected (a) unauthorized use(s) of the Service, or any content accessed through the Service, or (b) breach of security, including loss, theft, or unauthorized disclosure of any password or credit card information, or confidential information related to the Service. Except as expressly permitted by this SA, content accessed via the Service may not be stored, reproduced, or transmitted in any form and/or by any means, including, without limitation, as input or a prompt to a machine learning or AI system, without the express prior written permission of the copyright owner. O'Reilly and its content providers reserve all rights not expressly granted in this SA. O'Reilly or its content providers own the title, copyright, and other intellectual property rights. Subscriber will not remove or obscure any copyright or other proprietary notices that appear on the Service, or on content accessed through it. The Service, and the content accessed through it, are provided on a limited basis under this SA, and are not being sold or otherwise transferred to Subscriber. O'Reilly may terminate or suspend any User's access to the Service in the event of any actual or alleged fraud or violation of this SA, or the intellectual property rights of any owner of any content accessible through the Service.

3. ORDERS, PAYMENTS AND TERMINATION.

3.1 Subscription orders for the Service shall only be made in writing, by means of an executed Subscription Agreement. This SA and all subsequent orders are subject to acceptance by O'Reilly. Unless expressly provided otherwise in the SA, all payments are payable in advance and due within 30 days of the date of O'Reilly's invoice.

3.2 Each party to this SA shall be responsible for its respective direct taxes, including taxes based on its net income. Subscriber shall be solely responsible for and agrees to pay, indemnify, and hold O'Reilly harmless from any and all international, national, and subnational sales, use, privilege, VAT, GST, transaction privilege, or similar indirect tax or duty, and any other indirect tax not based on O'Reilly's net income, including penalties and interest and any associated professional fees, and all other imposts levied upon or chargeable with respect to the use, license, sale, delivery, or access to the Service or other deliverables in respect of this SA (collectively, "Indirect Taxes"), including based upon Subscriber's failure to comply with the following sentences. If Subscriber is exempt from paying such Indirect Taxes, Subscriber shall timely provide and maintain written exemption and/or registration documentation that is legally required to support Subscriber's position, and promptly notify O'Reilly if this status changes.

3.3 Additional users may be added to this SA in groups of 5 or more at any time during the Subscription Term by written agreement of the parties on O'Reilly Upgrade Subscription Agreement Order Form, subject to Subscriber's payment of the pro rata fees due for such users.

3.4 Either party may terminate this SA upon written notice if (a) the other party materially breaches any term or condition of this SA, and (b) that party fails to cure such breach within 30 days of receiving written notice thereof, except that if Subscriber materially breaches this SA by allowing or enabling access or use of the Service by anyone other than a User, O'Reilly may in its sole discretion immediately terminate this SA by written notice to Subscriber. If O'Reilly terminates based on Subscriber's uncured material breach, all amounts not yet paid for the remaining Subscription Term, or otherwise payable under this SA, shall be immediately due. If Subscriber terminates based on O'Reilly's uncured material breach, O'Reilly shall refund the pro rata balance of any prepaid fees for the unused portion of the Subscription Term. Upon termination or expiration of this SA for any reason: (a) Subscriber's rights and Users' rights to use the Service shall immediately terminate, and (b) Subscriber and all the Users must immediately cease using the Service, and all copies of content accessed via the Service stored on any hard drive or other storage device or in hard copy must be deleted or destroyed. Terms that by their nature would survive the termination of this SA shall so survive including, but not limited to, limitation of damages, confidentiality, indemnification, and choice of law.

4. GENERAL PROVISIONS.

4.1 The content accessed through the Service may include inaccuracies or errors. Changes are periodically made to the content. O'Reilly may make improvements and/or changes in, and/or withdraw, any of the components of the Service at any time without notice, and with or without refunds. If O'Reilly notifies Subscriber in writing that it has been required by any of its content providers to remove a work from the Service, all content from that work stored on any of Subscriber's (or any User's) hard drives or storage devices must be destroyed or deleted. O'Reilly in its discretion may rename the Service.

4.2 The Service may include links to third party sites. The third party sites are not under O'Reilly's control, and O'Reilly is not responsible for their contents, or any links contained in them. O'Reilly is providing these links as a convenience, and the inclusion of any link does not imply endorsement by O'Reilly. Subscriber consents on its own behalf, and on behalf of its Users, to the collection by O'Reilly and its affiliates of technical information and usage information in the course of managing, providing, and supporting the Service, and to the use of that information for purposes of managing, providing, and supporting the Service pursuant to this SA.

4.3 O'Reilly welcomes feedback from Subscriber and its Users regarding the Service. "Feedback" means any and all evaluations, feedback, comments, contributions, ideas, suggestions, and any other communications regarding the Service that Subscriber or any of its Users may provide or otherwise make available to O'Reilly. Subscriber on behalf of itself and its Users grants to O'Reilly the irrevocable and non-exclusive right in its sole discretion to use the Feedback as it deems appropriate in connection with the development and/or modification of the Service or any other work, product or service of O'Reilly. O'Reilly's rights include the right to modify the Feedback and/or to combine it with other content and suggestions, and O'Reilly will not have any obligations or liability to the Subscriber or any User with respect to O'Reilly's use of the Feedback. O'Reilly will not disclose Subscriber's name or that of any of its Users in connection with its use of any Feedback. Subscriber warrants that the Feedback will not (a) include unauthorized disclosure(s) of personal information, trade secrets, or confidential information; (b) to the best of Subscriber's knowledge, violate anyone's rights, including without limitation intellectual property rights; (c) contain software viruses or any other elements designed to interrupt, destroy or limit the functionality of any software, systems, or devices; or (d) contain data or technology subject to restriction under laws regulating the export and other dissemination of information or technology.

4.4 EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SERVICE AND ITS CONTENTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, WARRANTIES IN RESPECT OF TITLE, ACCURACY, OMISSIONS, COMPLETENESS, DELAYS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER IMPLIED WARRANTIES. USE OF THE SERVICE IS ENTIRELY AT SUBSCRIBER'S OWN RISK. Subscriber's sole and exclusive remedy and the entire maximum liability of O'Reilly under this SA are limited to refund of the payments made under this SA for the current Subscription Term. Neither O'Reilly nor its suppliers will be liable for: (a) any delay or failure resulting directly or indirectly from causes beyond its reasonable control, such as Internet failures or telecommunication equipment failures, or (b) any special, incidental, punitive, indirect, or consequential damages (including without limitation damages for lost profits) arising out of or in any way related to the use of or inability to use the Service or any content, even if O'Reilly or any supplier has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of such damages, this limitation may not apply to Subscriber.

4.5 O'Reilly agrees to indemnify Subscriber, and hold Subscriber harmless against any costs, damages and expenses (including, without limitation, reasonable attorneys' fees) that Subscriber sustains by reason of any claim, suit, or action that any content supplied to Subscriber through the Service, when used in accordance with this SA, infringes any intellectual property right of any third party, on the conditions that Subscriber provides O'Reilly with: (a) prompt written notice of such claim or action, (b) sole control and authority over the defense or settlement of such claim or action (provided that O'Reilly shall not enter into any settlement which attributes any liability or wrongdoing to Subscriber without Subscriber's prior written consent), and (c) proper and full information and reasonable assistance to defend and/or settle any such claim or action. Any counsel retained by Subscriber to monitor or participate in the defense of any such claim shall be retained at Subscriber's sole expense, which shall not be subject to indemnity hereunder.

4.6 This SA is governed by the laws of the State of California applicable to agreements made and performed there by California residents. The parties consent to the exclusive jurisdiction of the Superior Court of the San Francisco County, California, and/or the United States District Court for the Northern District of California, either of which shall be the exclusive forum in which any legal action arising out of or in connection with this SA may be initiated and prosecuted to final judgment, and the parties waive all challenges to venue.

4.7 In utilizing any social features that may be included in the Service, Subscriber and its Users are prohibited from (a) transmitting spam, bulk, or unsolicited communications; (b) forging headers or otherwise manipulating identifiers (including URLs) in order to disguise the origin of any transmitted content; (c) making misrepresentations about any User's identity, or affiliation(s); (d) disrupting the normal flow of dialogue or otherwise acting in a manner that negatively affects the ability of others to participate in or use the Service;

(e) engaging in activities that would violate, any applicable local, state, national or international law; or (f) collecting or storing personal data about other users unless specifically authorized to do so by such users.

4.8 In the course of exercising their rights and performing their obligations under this SA, each party (a "receiving party") may receive or have access to confidential and proprietary information relating to the non-public business and technology of the other party (the "disclosing party"), such as unreleased products or services, business policies, operational methods, marketing plans, third-party information that the disclosing party is obligated to keep confidential, and non-public information which under the circumstances would reasonably be assumed to be confidential and proprietary (the "Confidential Information"). The terms of this SA (including the payment terms) are the Confidential Information of O'Reilly. Each party agrees that during the Subscription Term, and for three (3) years thereafter, it will (a) hold in strict confidence and not disclose to any third party any of the other party's Confidential Information except as contemplated by this SA, and (b) protect the confidentiality of the other party's Confidential Information using safeguards at least as protective as those used for its own comparable information. Confidential Information does not include information that (i) was lawfully in the receiving party's possession prior to receipt from the other party; (ii) is or becomes generally available to the public other than as a result of disclosure in violation of this SA or other unlawful disclosure; (iii) becomes available on a legal and non-confidential basis from a source other than the other party; or (iv) is independently developed by a party without use of any of the other party's Confidential Information. For the avoidance of doubt, data and analytics regarding usage of the Service provided to Subscriber by O'Reilly (or accessed by Subscriber through tools included in the Service) are the Confidential Information of O'Reilly and are made available solely for Subscriber's internal use in managing Service usage. Notwithstanding the provisions of this Section, each party may disclose the other's Confidential Information as required by any court order or other government demand that has the force of law, provided that, when legally permitted, it gives the other party prompt prior written notice so that a protective order may be sought, and further provided that any disclosure is limited to the least amount of Confidential Information required by the order or demand. O'Reilly is permitted to include Subscriber's name and/or logo in customer listings, and on O'Reilly's website and marketing materials, provided however that any other use of Subscriber's name and/or logo will require Subscriber's prior written consent.

4.9 This SA is the final, complete, and exclusive agreement between Subscriber and O'Reilly relating to the Service and/or content accessed via the Service, and it supersedes all other oral or written communications, proposals and representations made at any time with respect to any subject matter covered by this SA, including without limitation the provisions of any purchase order issued by Subscriber either before or during the Subscription Term, whether or not signed by O'Reilly. If any part of this SA is held to be invalid or unenforceable, the other provisions shall continue in full force and effect.

4.10 Except as otherwise provided, all written notices must be sent by courier, overnight delivery service, or certified mail to the contacts and addresses designated in this SA. No failure of either party to exercise or enforce any of its rights under this SA will constitute a waiver of such rights.

4.11 U.S. Government Users. The Service is a "commercial item" as that term is defined at FAR 2.101. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this Service (including, without limitation, commercial computer software and/or commercial computer software documentation and other technical data such as the content accessible over the Service) subject to the terms of the SA as specified in 48 C.F.R. 12.212 ("Computer Software") and 12.211 ("Technical Data") of the Federal Acquisition Regulation ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires the Service (including, without limitation commercial computer software and/or commercial computer software documentation and other technical data such as the content accessible over the Service) subject to the terms of the SA as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under this SA.