

IET PLATFORM GENERAL TERMS (“General Terms”)

1 Grant of Licence

1.1 Where the Licence Type on the Order Form is recorded as **Perpetual**, the IET grants to the Licensee a non-exclusive, non-transferable, perpetual licence for the Licensee and its Authorised Users to:

1.1.1 access and use the Platform; and

1.1.2 access, view and use the content available in the Licensed Materials identified in the Order Form,

as permitted under the Agreement from the Licence Commencement Date (or payment of the Fee, if later) until the Agreement is terminated (the “**Licence**”).

1.2 Where the Licence Type on the Order Form is recorded as **Subscription**, the IET grants to the Licensee a non-exclusive, non-transferable licence for the Licensee and its Authorised Users to:

1.2.1 access and use the Platform; and

1.2.2 access, view and use the content available in the Licensed Materials identified in the Order Form,

as permitted under the Agreement from the Licence Commencement Date (or payment of the first annual Fee, if later) until the Agreement is terminated (the “**Licence**”).

1.3 An exception to the Licence is material contained within the Licensed Materials that is made available under a creative commons open access licence, open government licence or similar (“**Open Access Content**”), in which case the specific and applicable licence terms will apply to the Open Access Content in place of the provisions in clauses 1.1 and 1.2 (as applicable). Where any material contained within the Licensed Materials includes such Open Access Content, this will be identified within the relevant materials.

1.4 Authorised Users, on their first access to the Platform, may be required to accept separate terms and conditions in order to proceed. Where those terms and conditions conflict with the Agreement, the Agreement will take precedence over those terms and conditions and shall govern their use of the Platform and any Licensed Materials at all times.

2 Authorised Users

2.1 The following users (“**Authorised Users**”) may access the Platform and any Licensed Materials via the Access Option (stated on the Order Form):

2.1.1 employees of the Licensee;

2.1.2 students officially registered with the Licensee;

2.1.3 persons with legal access to the Licensee’s collections and facilities via the Licensee’s secure network (including walk-in visitors authorised by the Licensee to use the Licensee’s facilities at its premises); and

2.1.4 such other persons as may be agreed with IET and set out in the Order Form.

3 Licensee’s Responsibilities

- 3.1 The Licensee represents and warrants that:
- 3.1.1 it shall verify the status of the Authorised Users;
 - 3.1.2 it shall not intentionally or knowingly allow or permit access to the Platform and/or any Licensed Materials to any third party, other than the Authorised Users;
 - 3.1.3 it shall have appropriate, industry standard, security measures in place at all times to ensure that the Platform and/or any Licensed Materials cannot be accessed by any third party, other than the Authorised Users, and shall cooperate with the IET in the implementation of additional security measures reasonably requested by the IET;
 - 3.1.4 it shall inform Authorised Users of, and use reasonable efforts to ensure that it and the Authorised Users abide by, the permitted usage and restrictions on use of the Platform and/or Licensed Materials. The Licensee shall use reasonable efforts to monitor compliance with the terms of this Licence and shall: (i) notify the IET immediately on becoming aware of any unauthorised access to or use of the Platform and/or Licensed Material by a third party; (ii) notify the IET immediately it suspects or becomes aware of any breach by it or an Authorised User of the permitted usage and/or restrictions; and (iii) immediately suspend an offending (whether suspected or actual) Authorised User's access to the Platform and/or any Licensed Materials;
 - 3.1.5 it has obtained and shall maintain all of the necessary and applicable licences and consents to make use of any Licensed Materials.

4 Permitted Use

- 4.1 The Licence permits the Licensee and the Authorised Users to:
- 4.1.1 search, retrieve, display, browse and view content from the Platform and any Licensed Materials;
 - 4.1.2 download, save, print and copy content from the Platform and any Licensed Materials; and
 - 4.1.3 quote extracts from the content of any Licensed Materials (provided all such extracts are accompanied with an acknowledgement that they have been obtained from the Licensed Materials)

providing it is for non-commercial, educational (including teaching, tuition, instruction learning, and private or group study) and research purposes only and complies with the doctrine of "fair dealing".

- 4.2 The Licensee is permitted to convert or adapt the Licensed Materials into suitable formats or forms to the extent necessary to enable access to the Licensed Materials by Authorised Users with impaired mental and/or physical abilities. The Licensee is permitted to provide the Authorised Users with access to such converted or adapted form for the purposes and usage permitted under the Licence.
- 4.3 The Licensee acknowledges that, unless otherwise agreed pursuant to clause 5.2, it is, and the Authorised Users are, not permitted to use the Platform or any Licensed Materials for commercial purposes, and that the Platform and any Licensed Materials are not intended to form the basis of any commercial decisions. Accordingly, and without prejudice to clause 14 below and notwithstanding any approval given pursuant to clause 5.2, the IET shall not be liable for the consequences of any commercial decisions made by the Licensee, Authorised Users or any third party on the basis of their use of the Platform and/or any Licensed Materials.

5 Restrictions

- 5.1 Other than as expressly permitted in the Agreement or except to the extent expressly permitted

by (and at all times in accordance with) applicable law (including but not limited to the Copyright Design Patent Act 1988), the Licensee and Authorised Users shall not:

- 5.1.1 provide access to and/or permit use of the Platform and/or Licensed Materials and/or any applicable Documentation (where identified in the Platform Conditions) by anyone, or transmit any part of the Licensed Materials and any applicable Documentation by any means to anyone, other than an Authorised User;
 - 5.1.2 amend in any way the content of the Platform and/or any Licensed Materials and/or any applicable Documentation, including removing, altering or obscuring the authors'/speaker's names (where applicable), trade marks, copyright notices, proprietary notices, acknowledgements, disclaimers or any other information;
 - 5.1.3 systematically make: i) printed or electronic copies of multiple extracts from the Platform and/or Licensed Materials and/or any applicable Documentation; or ii) make multiple copies of any part of the Platform and/or any Licensed Materials and/or any applicable Documentation, in each case for any purpose;
 - 5.1.4 whether by way of an automated tool or bot or otherwise, download (or attempt to download or permit a download of) and/or make copies of any part of the content from the Platform and/or Licensed Materials for the purposes of systematic or automatic content scraping or extraction, indexing, deep-linking, or text or data mining any such content;
 - 5.1.5 prepare derivative works, download, reproduce, develop, publicly display, mount and/or distribute any part of the Platform and/or any Licensed Materials whether in hard copy or on any electronic system or network, including the internet, other than on the Licensee's secure network;
 - 5.1.6 reverse engineer, translate, decompile, disassemble, alter, abridge or otherwise modify or attempt to modify: (i) the Platform (including by attempting to derive the source code in any underlying software) or any content on the Platform (other than the Licensed Materials); (ii) any applicable Documentation; and/or (iii) the Licensed Materials or any part of them for any purpose whatsoever;
 - 5.1.7 distribute or transmit any viruses or other harmful material into or via the Platform or the IET's systems or network, or otherwise use the Platform and/or any Licensed Materials in connection with any thing, device or material which: (i) contains computer viruses or spyware or malware of any description; or (ii) is designed to adversely affect the operation of any computer hardware or software or any communications network;
 - 5.1.8 interfere or attempt to interfere with the normal and intended operation of the Platform or the IET's systems or network or the provision of services to any of the IET's other licensees including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks;
 - 5.1.9 attempt to probe, scan, penetrate or test the vulnerability of the Platform or the IET's systems or network;
 - 5.1.10 access the Platform in an unauthorised manner, including any attempt to breach the IET's security or authentication measures, or to access data relating to another Authorised User; and/or
 - 5.1.11 use the Platform in a way that consumes a disproportionate share of the resources of the IET's systems or network.
- 5.2 Other than as expressly permitted in the Agreement or otherwise permitted under applicable law, the Licensee shall obtain the IET's explicit prior written approval (which may be withheld at the IET's sole discretion) in order to:

- 5.2.1 use all or any part of the Platform and/or any Licensed Materials and any applicable Documentation for any type of commercial use or gain (including the sale, resale, sub-licence, loan, transfer or such other similar form of exploitation of any Licensed Materials for monetary reward);
- 5.2.2 systematically distribute the whole or any part of the Platform and/or any Licensed Materials and/or any applicable Documentation to anyone other than the Authorised Users;
- 5.2.3 publish, distribute or make available the Platform and/or any Licensed Materials and/or any applicable Documentation, works based on the Platform and/or any Licensed Materials and/or any applicable Documentation or works which combine them with any other material; and/or
- 5.2.4 alter, abridge, adapt or modify the Platform and/or any Licensed Materials and/or any applicable Documentation, except to the extent necessary to make them perceptible on a computer screen to Authorised Users.

6 Fees and Payment

- 6.1 Where the Licence Type on the Order Form is recorded as **Perpetual**:
 - 6.1.1 The IET will invoice the Licensee for, and the Licensee shall pay, the Fee in advance of the Licence Commencement Date.
- 6.2 Where the Licence Type on the Order Form is recorded as **Subscription**:
 - 6.2.1 The IET will invoice the Licensee for, and the Licensee shall pay, the Fee for the first year of the Licence Term in advance of the Licence Commencement Date. The IET shall be entitled to invoice the Licensee for any subsequent Fees annually, in advance.
 - 6.2.2 If the Order Form indicates that the Licence will auto-renew at the end of the Licence Term specified, then subject to clause 12, the Fee for each successive 12-month period shall be increased by the percentage specified on the Order Form (unless otherwise agreed in writing in advance of the relevant renewal date).
 - 6.2.3 The Licensee shall pay to the IET the relevant Fee as set out in each invoice within 30 days of the date of the invoice.
 - 6.2.4 If the Licensee fails to make any payment due to the IET by the due date for payment, then, without limiting any other remedies that the IET may have, the IET may: (i) suspend or terminate the Licensee's access to the Platform and/or any Licensed Materials; and/or (ii) charge interest on the overdue amounts at the rate of 4% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Licensee shall pay any the interest together with the overdue amount.
- 6.3 The Fee is net of all Taxes howsoever arising. The Licensee shall pay any applicable Taxes incurred in connection with the Licensee's use of the Platform and/or any Licensed Materials and/or the rights granted under the Agreement, whether arising in the United Kingdom or in the country of the Licensee. For the purpose of this clause, "**Taxes**" means any sales tax, value added tax, service tax, import tax, withholding tax and any such similar taxes, levies or duties.
- 6.4 The IET may appoint a third party to invoice the Licensee for, and collect from the Licensee, the Fee and any applicable Taxes on behalf of the IET. Where this is the case, the IET will notify the Licensee of the third party appointed for these purposes. Payment of the Licensee Fee and any applicable Taxes by the Licensee to the appointed third party shall be deemed to satisfy the Licensee's payment obligations under this clause 6. The Licensee will provide evidence of such payment if required by the IET.

7 Trial Period

- 7.1 Where the Licence Type on the Order Form is recorded as **Trial Period**, the following provisions will apply:
- 7.1.1 The trial period will commence on the Licence Commencement Date and will last for the Licence Term;
- 7.1.2 In consideration of the Licensee agreeing to abide by the terms of the Agreement, the IET grants to the Licensee a licence on a subscription basis as per the terms set out in clause 1.2 (albeit no Fee shall be payable for the trial period) (the "**Licence**");
- 7.1.3 The Licensee and the Authorised Users are bound by and must comply at all times with the terms of the Agreement during the trial period;
- 7.1.4 The IET reserves the right to:
- (i) cancel the trial period, and therefore, the Licence at any time.
 - (ii) change or modify the Licensed Materials to which you have access during the trial period.

8 Intellectual Property Rights

- 8.1 The IET (and its licensors) retains all Intellectual Property Rights in the Platform and any applicable Documentation. The Intellectual Property Rights in any Licensed Materials are either owned by or licensed to the IET (as indicated in the Licensed Materials). The Licensee acknowledges that it has no rights in respect of such Intellectual Property Rights other than the rights to use them granted pursuant to, but subject to the restrictions and limitations set out in, the terms of the Agreement.
- 8.2 For the purpose of this Agreement, "**Intellectual Property Rights**" mean patents, rights to inventions, copyright and related rights, trade marks and services marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off and unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted) renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

9 The IET's Rights and Responsibilities

- 9.1 The IET shall provide support to the Licensee by email or by a telephone help desk, and assist the Licensee with general enquiries in connection with the Platform and/or Licensed Materials during UK working hours ("**Support Hours**").
- 9.2 The IET reserves the right at any time to:
- 9.2.1 change or update the Platform, including adding, changing, or removing any functionality of the Platform;
- 9.2.2 withdraw from any Licensed Materials any item or part item for which the IET no longer retains the right to publish and distribute or which the IET has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or erroneous ("**Withdrawn Content**");
- 9.2.3 convert any of the Licensed Materials into fully open access content;
- 9.2.4 monitor the Licensee's and Authorised Users' use of the Platform and any Licensed

Materials to ensure compliance with the Agreement.

9.3 If the IET withdraws content in accordance with clause 9.2.2:

9.3.1 the IET may at its option:

- (i) provide a substitute for the Withdrawn Content;
- (ii) (other than in respect of content which is defamatory, obscene, unlawful or erroneous) obtain for the Licensee (and Authorised Users) the right to continue accessing and using the Withdraw Content in accordance with this Licence;
- (iii) where the Licence Type on the Order Form is recorded as **Perpetual**, reimburse such part of the Fee attributable to the Withdrawn Content;
- (iv) where the Licence Type on the Order Form is recorded as **Subscription**, reimburse such part of the Fee attributable to Withdrawn Content, pro rata for the period from the date the Withdrawn Content is removed until the end of the Licence Term.

9.3.2 the Licensee shall cease all use of the Withdrawn Content and shall take reasonable efforts to delete all copies of the Withdrawn Content in its possession or control and shall certify to the IET that it has done so.

9.4 The Licensee acknowledges and agrees that the IET is reliant on the internet in order to enable access to the Platform and/or Licensed Materials and as such cannot guarantee: i) that access to the Platform and/or Licensed Materials will always be available, uninterrupted or error free; or ii) the performance of the Platform and/or Licensed Materials. Subject to the provisions of this clause 9.4 and clause 14.4.4, the IET will use reasonable endeavours to make the Platform and/or Licensed Materials available to the Licensee and Authorised Users 24 hours a day, seven days a week, except for: i) the maintenance periods set in clause 9.5; ii) breakdowns due to incorrect usage of the Platform by the Licensee and/or Authorised Users; and iii) instances of force majeure.

9.5 The IET may:

9.5.1 carry out emergency maintenance on the Platform and/or any Licensed Materials as required; and

9.5.2 carry out scheduled routine maintenance on the Platform and/or any Licensed Materials, which the IET shall use reasonable endeavours to conduct outside of Support Hours and to minimise disruption

and the Licensee acknowledges and accepts that the Platform and/or any Licensed Materials may not be accessible during such time. In the event of unscheduled downtime, the IET's sole responsibility shall be to use its reasonable endeavours to restore (or procure the restoration of) access as soon as is reasonably practicable and the IET shall have no liability to the Licensee for such disruption.

9.6 The IET shall use its reasonable endeavours to correct (or procure a third party to correct) any material error or malfunction in the Platform and/or any Licensed Materials which has been brought to the IET's attention provided that such error or malfunction has not been caused due to any act or omission, in whole or in part, by the Licensee or any Authorised User.

9.7 For the purpose of clause 9.8, "**Future Content**" shall mean: any materials/content identified in the Order Form as part of the Licensed Materials which have not, as at the date of this Agreement, been published by or on behalf of the IET but are expected to be published during the relevant Term of the Agreement.

9.8 Where the Licensed Materials purchased by the Licensee (whether under a specific package of

Licensed Materials or otherwise) contain Future Content: in the event that the IET, for any reason, does not publish such Future Content (save where such Future Content is Withdrawn Content in which case, the provisions of clauses 9.2.2 and 9.3 shall apply), the IET shall:

- 9.8.1 notify the Licensee as soon as reasonably possible of the relevant part of the Future Content which will not be published;
- 9.8.2 so far as reasonably practicable, offer to the Licensee a substitute for the Future Content which will not be published; and
- 9.8.3 where a substitute is not available pursuant to clause 9.8.2:
 - (i) where the Licence Type on the Order Form is recorded as **Perpetual**, reimburse such part of the Fee attributable to the affected Future Content which is not published;
 - (ii) where the Licence Type on the Order Form is recorded as **Subscription**, reimburse such part of the Fee attributable to affected Future Content which is not published, pro rata for the period from the date the Future Content was expected to be published until the end of the Licence Term.

10 Warranties

10.1 Each party represents and warrants to the other that:

- 10.1.1 it has the necessary power and authority to enter into this Agreement;
- 10.1.2 it possesses all licenses and other approvals necessary to perform its obligations under this Agreement.

10.2 The IET warrants that:

- 10.2.1 all Intellectual Property Rights in the Platform and/or Licensed Materials are owned by or validly licensed to the IET;
- 10.2.2 so far it is aware, the Platform and/or Licensed Materials do not, and use thereof by the Licensee and Authorised Users will not, infringe third party Intellectual Property Rights.

However, this warranty does not extend to Open Access Content.

10.3 While the IET has no reason to believe that there are any inaccuracies or defects in the Platform and/or Licensed Materials, and save as expressly provided in the Agreement, the Platform and/or Licensed Materials are provided "as is" and all warranties, representations, conditions, terms and undertakings of any kind (including without limitation as to quality, accuracy, performance or fitness for purpose) in relation to the Platform and/or any Licensed Materials, express or implied, whether by statute, common law, custom, trade usage, course of dealings or otherwise are hereby excluded to the fullest extent permitted by law.

11 Suspected Breach by Licensee or Authorised User

11.1 Where the IET:

- 11.1.1 receives notice from the Licensee in accordance with clause 3.1.4.; or
- 11.1.2 has reasonable grounds to suspect that the Licensee and/or an Authorised User is in breach of the Agreement (or otherwise breaching the IET's or its licensors' intellectual property rights),

the IET may suspend the Licensee's and/or (where not already suspended by the Licensee pursuant to clause 3.1.4) offending Authorised User's access to the Platform and/or Licensed Materials and carry out an investigation.

- 11.2 The Licensee will assist the IET's investigation and provide all necessary information as reasonably required by the IET.
- 11.3 Where the IET is satisfied no breach of the Agreement has occurred, the IET will notify the Licensee and:
 - 11.3.1 where the Licensee has suspended access (in accordance with clause 3.1.4), permit the Licensee to reinstate the Authorised User's access to the Platform and/or Licensed Materials.
 - 11.3.2 where the IET has suspended access (in accordance with clause 11.1, promptly reinstate the Licensee's and/or Authorised User's access to the Platform and/or Licensed Materials.
- 11.4 Where a breach has occurred, and the breach is (in the opinion of the IET):
 - 11.4.1 capable of remedy, the Licensee will comply with the IET's reasonable instructions to remedy the breach (in the timeframe stipulated by the IET, acting reasonably) and prevent future recurrences. Once remedied, the IET will promptly reinstate the Licensee's and Authorised User's access to the Platform and/or Licensed Materials. However, failure by the Licensee to remedy the breach in the stipulated timeframe will be deemed a material breach.
 - 11.4.2 not capable of remedy or is significant in nature, it will be deemed a material breach.
- 11.5 The Licensee shall not be entitled to a refund of any Fee during any period of suspension.

12 Duration and Termination

- 12.1 Where the Licence Type on the Order Form is recorded as **Perpetual**, the Agreement shall commence on the Effective Date and shall continue unless otherwise terminated in accordance with this clause 12 (the "**Term**").
- 12.2 Where the Licence Type on the Order Form is recorded as **Subscription**, the Agreement shall commence on the Effective Date and shall continue until the end of the Licence Term when it shall terminate unless:
 - 12.2.1 the Order Forms indicates that the Licence will auto-renew, in which case, subject to payment of the Fee in full, the Agreement shall be automatically renewed for successive 12-month periods (each a **Renewal Term**) provided notice has not been served by either party no less than 3 months prior to the end of the Licence Term or then Renewal Term (as applicable); or
 - 12.2.2 otherwise terminated in accordance with this clause 12.
- 12.3 The IET shall be entitled to terminate the Agreement with immediate effect by serving written notice on the Licensee if the Licensee:
 - 12.3.1 fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default having been given 14 days' notice of the outstanding payment;
 - 12.3.2 is in material breach of the Agreement;
 - 12.3.3 is in breach of the Agreement, which (a) it is possible to remedy, and the Licensee has not remedied the breach within the timeframe notified by the IET to the Licensee; or

- (b) cannot be remedied;
 - 12.3.4 persistently breaches the Agreement (i.e. there are three breaches capable of remedy during the Term or Licence Term, as applicable);
 - 12.3.5 is unable to pay its debts as they fall due, has a receiver or liquidator appointed, and/or ceases to carry on business.
- 12.4 The Licensee shall be entitled to terminate the Agreement with immediate effect by serving written notice of the IET if the IET:
- 12.4.1 is in material breach of any of this Agreement and in the case of a material breach which it is possible to remedy, the IET has not remedied such breach within thirty (30) days of receiving notice from the Licensee specifying the breach.
 - 12.4.2 is unable to pay its debts as they fall due, has a receiver or liquidator appointed, and/or ceases to carry on business.

13 Consequences of Termination

- 13.1 Upon expiry or termination of the Agreement for any reason, save as set out in clause 13.4:
- 13.1.1 all rights and licences granted under this Agreement shall automatically expire and the Licensee and the Authorised Users shall no longer have the right to access the Platform and/or any Licensed Materials;
 - 13.1.2 save in respect of Open Access Content, the Licensee shall cease all use of the Licenced Materials and shall take reasonable efforts to delete all copies of the Licensed Materials in its possession or control and shall certify to the IET that it has done so, save that where the Licence Type on the Order Form is recorded as **Perpetual** and provided always that the Licensee complies (and procures compliance by its Authorised Users with the remaining provisions of this clause 13.1.2), the Licensee and/or Authorised Users shall be permitted to retain and use such existing copies of parts of the Licensed Materials (other than in respect of Withdrawn Content) made by the Licensee and/or Authorised Users in accordance with the Licence prior to the date of termination, provided always that that the Licensee shall not and shall procure that the Authorised Users shall not, use such copies for any purpose other than research and private study and shall not distribute such copies or otherwise make them available to any other person or for commercial gain; and
 - 13.1.3 the provisions of any clause expressly stated as or implicitly surviving termination shall continue in force.
- 13.2 Where the Licence Type on the Order Form is recorded as **Perpetual** and the IET terminates the Agreement in accordance with clause 12.3, the IET shall not repay to the Licensee any Fee paid to the IET.
- 13.3 Where the Licence Type on the Order Form is recorded as **Subscription** and the IET terminates the Agreement in accordance with clause 12.3, all Fees payable during the Licence Term (including those incurred but not yet invoiced and any interest owing) shall immediately become due and payable to the IET.
- 13.4 Where the Licence Type on the Order Form is recorded as **Perpetual** and the Licensee terminates the Agreement in accordance with clause 12.4:
- 13.4.1 the IET will provide a copy of the Licensed Materials to which the Licensee had access up to the date of termination (in such format as determined by the IET) for local loading by the Licensee onto its secure network (the "**Archival Copy**");

- 13.4.2 the IET reserves the right to remove from the Archival Copy any item or part item for which the IET no longer retains the right to publish and distribute or which the IET has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or erroneous ("**Withdrawn Material**"). The IET shall notify the Licensee of the Withdrawn Material and the Licensee shall promptly delete all copies of Withdrawn Material in its possession and control and shall certify to the IET that it has done so;
- 13.4.3 the Licensee (and Authorised Users) shall be entitled to use the Archival Copy in accordance with the permitted uses, but subject to the restrictions, as set out in the Agreement (which shall survive termination in this instance) and the IET shall have the right to audit the Licensee's compliance with such terms;
- 13.4.4 should the Licensee breach the permitted uses and/or restrictions, the right for the Licensee to use the Archival Copy shall cease immediately, and the Licensee shall delete all copies of the Archival Copy in its possession or control and shall certify to the IET that it has done so.
- 13.5 Where the Licence Type on the Order Form is recorded as **Subscription** and the Licensee terminates the Agreement in accordance with clause 12.4, the IET shall reimburse such part of the Fee paid by the Licensee in respect of any remaining part of the Licence Term.
- 13.6 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, whether under this Agreement or at law, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

14 Limitation of Liability

- 14.1 Nothing in the Agreement limits or excludes the IET's liability for:
- 14.1.1 death or personal injury caused by the negligence of the IET;
- 14.1.2 fraud or fraudulent misrepresentation; or
- 14.1.3 any other liability which cannot be limited or excluded under applicable laws.
- 14.2 Where the Licence Type on the Order Form is recorded as **Perpetual**, subject to clause 14.1, the IET's maximum liability whether arising in contract, tort, negligence, breach of statutory duty or otherwise in respect of any one claim or series of linked claims arising out of or in connection with the Agreement shall not exceed, in the aggregate, the greater of £1,000 and the total Fee paid or payable by the Licensee.
- 14.3 Where the Licence Type on the Order Form is recorded as **Subscription**, subject to clause 14.1, the IET's maximum liability whether arising in contract, tort, negligence, breach of statutory duty or otherwise in respect of any one claim or series of linked claims arising out of or in connection with the Agreement shall not exceed, in the aggregate, the greater of £1,000 and the total Fee paid or payable by the Licensee in the 12 months prior to the event giving rise to the relevant claim.
- 14.4 Subject to clause 14.1, the IET shall not be liable to the Licensee in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Licensee (whether direct, indirect, consequential, incidental or special) arising out of or in connection with the Agreement relating to or resulting from:
- 14.4.1 any economic loss or other loss of turnover, profits, business, contracts, use, reputation or goodwill or any deletion, corruption, destruction, loss or removal of data, or any loss or damage suffered by the Licensee;
- 14.4.2 the accuracy, reliability, completeness, suitability, merchantability or fitness for

purpose of the Platform and/or any Licensed Materials;

- 14.4.3 any reliance upon or use of or actions taken or not taken or decisions made on the basis of anything contained on the Platform and/or in any Licensed Materials;
 - 14.4.4 access to any part of the Platform and/or any Licensed Materials being unavailable, delayed or interrupted due to: i) defects or failures in any communication lines, the internet or internet service provider; ii) transmission error; iii) software, hardware or other equipment incompatibilities; and iv) force majeure or any other reason beyond the IET's reasonable control;
 - 14.4.5 any computer viruses or spyware or malware of any description or any material which might adversely affect the Licensee's operation of any computer hardware or software or any communications network as a result of accessing the Platform and/or any Licensed Materials.
- 14.5 The Licensee shall not be liable for breach of the terms of the Agreement by any Authorised User provided that Licensee complies with the terms of this Agreement and did not cause, knowingly assist or condone the continuation of such breach (suspected or actual) after becoming aware of it. The Licensee shall be considered to have materially breached this Agreement if it wilfully or negligently permits Authorised Users to breach the permitted usages and/or restrictions, or otherwise breach the intellectual property rights in the Platform and/or Licensed Materials.

15 Compliance with Law

- 15.1 **Data Protection:** In the event that the IET's performance of the Agreement requires that it receives or processes personal data of the Licensee or the Authorised Users, the IET shall: (i) process such personal data in accordance with the IET's privacy statement available at <https://www.theiet.org/help/privacy/>; and (ii) comply with Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation (including the data protection principles set out therein) EU 2016/679 as applicable in the United Kingdom, and any similar or equivalent laws, regulatory requirements or codes of practice. The Licensee shall not do or omit to do anything which might cause or otherwise result in a breach by the IET of such laws, regulations or codes of practice.
- 15.2 **Anti-bribery:** The parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**"). Each party has and shall maintain in place their own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and agrees to enforce them where appropriate. Each party agrees they will not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Relevant Requirements and they will notify the other party immediately upon becoming aware or upon becoming reasonably suspicious that an activity related to the Agreement has contravened or may contravene the Relevant Requirements.
- 15.3 **Modern Slavery:** Each party shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015, and shall have and maintain their own policies and procedures to ensure their compliance.
- 15.4 **Tax Evasion:** Neither party shall engage in any activity, practice or conduct which would constitute either: (i) a UK tax evasion facilitation offence under section 45 of the Criminal Finances Act 2017; or (ii) a foreign tax evasion facilitation offence under section 46 of the Criminal Finances Act 2017, and each party shall have and shall maintain in place such policies and procedures as are both reasonable to prevent the facilitation of the offences above by an associated person (as defined in the Criminal Finances Act 2017). Each party shall report to the other party immediately any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion

offences or facilitation of tax evasion offences, whether under the laws of England and Wales or under the law of any foreign country, in connection with the performance of this Agreement.

15.5 A breach of clauses 15.1 to 15.4 inclusive of this Agreement shall be deemed a material breach that is not remediable.

16 **General**

16.1 **IET Identifiers:** The Licensee shall not use any of the IET's trade marks or trade names (save to the extent reasonably required to comply with the acknowledgement obligations under these General Terms or as required under the Platform Conditions) without obtaining the prior written consent of IET.

16.2 **Platform and Licensed Materials:** The Platform and the Licensed Materials are provided in accordance with the laws of England and Wales.

16.3 **Confidentiality:** The terms of the Order Form are confidential and shall not be disclosed by the Licensee to any third party without the IET's prior written consent, unless disclosure is required by law, a court of competent authority or regulatory body.

16.4 **Entire Agreement:** The Agreement (as defined on the Order Form) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Licensee acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. The Licensee shall have no claim for innocent or negligent misrepresentation based on any statement in the Agreement. For the avoidance of doubt, any terms and conditions attached to any purchase order or otherwise submitted at any time to the IET by the Licensee in connection with the Licence are not accepted by the IET and shall not apply to the Agreement.

16.5 **Variation:**

16.5.1 The IET has the right to change and/or modify these General Terms and the Platform Conditions (or any part of the same) from time to time and shall notify the Licensee of such changes and/or modifications provided always that that IET shall not have the right under this clause 16.5.1 to diminish the scope of the licence granted to the Licensee under this Agreement or to increase the Fee payable (any such changes and/or modification to be agreed in accordance with clause 16.5.2). The Licensee's and any Authorised Users' continued use of the Platform and/or any Licensed Materials following such notification will signify the Licensee's acceptance of such changes and/or modifications.

16.5.2 Subject to clause 16.5.1, no variation of this Agreement shall be valid unless it is in writing and signed on behalf of each of the parties.

16.5.3 Unless otherwise specified in an Order Form, where prior to the date of this Agreement, the Licensee has entered into an agreement with the IET for any of the following products (IET Academy, IET Digital Library, IET Inspec Analytics, IET Inspec Direct, IET.tv and/or IET Digital Wiring Regulations Products) ("**Existing Product Agreement**"), the Licensee agrees that with effect from the date of this Agreement ("**Variation Date**"), the terms and conditions of the Existing Product Agreement shall be varied by replacing them in their entirety with these General Terms and the relevant Platform Conditions provided always that: (a) the details specified in any then-current order form (or equivalent) relating to the Existing Product Agreement shall remain the same; and (b) these General Terms and the relevant Platform Conditions shall only apply in respect of the Licensee's access to and use of the relevant platform and the materials and/or content already purchased under the Existing Product Agreement from the Variation Date and any liabilities

arising prior to the Variation Date shall be determined in accordance with the relevant terms and conditions of the Existing Product Agreement.

- 16.6 **Assignment:** The Licensee shall not assign, transfer, subcontract or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the IET. If rights in all or any part of the Licensed Materials are assigned by the IET to a third party, the IET shall endeavour to ensure that the Licensee may continue to have access to the Licensed Materials.
- 16.7 **Waiver.** A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.8 **Severance.** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.
- 16.9 **Headings and Interpretation:** The headings used in the Agreement are for convenience only and are not to be considered in construing the terms of the Agreement. In the Agreement “includes” and “including” and words of similar effect shall be construed as if they were immediately followed by the words “without limitation”.
- 16.10 **Relationship:** Nothing in this Licence shall be construed to create any relationship of partnership, agency or employment between any of the parties.
- 16.11 **Language:** The Agreement is drafted in, and will be governed by, the English language only. If the Agreement is translated, the English version shall prevail.
- 16.12 **Notices:** Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be:
- (i) delivered by hand; or
 - (ii) sent to the other party by pre-paid domestic first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (iii) sent to the other party by pre-paid international first-class post at its registered office (if a company) or its principal place of business (in any other case); or
 - (iv) sent to the other party by email to the address contained on the Order Form.
- Any notice or communication shall be deemed to have been received:
- (v) if sent in accordance with clause 16.3(i), receipt of a signature at the time of delivery;
 - (vi) if sent in accordance with clause 16.3(ii), at 9.00 am on the second Business Day after posting or if earlier at the time recorded by the delivery service;
 - (vii) if sent in accordance with clause 16.3(iii), at 9.00 am on the fifth Business Day after posting or if earlier at the time recorded by the delivery service; and

(viii) if sent in accordance with clause 16.3(iv), at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. (For the purposes of this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.)

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, other method of dispute resolution.

- 16.13 **Third Parties:** No person other than the IET and the Licensee has any right to enforce any term of the Agreement.
- 16.14 **Mediation:** Subject to clause 16.15, if any dispute arises out of or in connection with Agreement, the parties agree to attempt to resolve a dispute by negotiation between the parties in the first instance. If the attempt is unsuccessful, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 16.15 **Law and Jurisdiction:** The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.