

IET INSPEC API CONDITIONS (“CONDITIONS”)

1 Grant of licence

1.1 The IET grants to the Licensee a non-exclusive, non-transferable, licence to:

- 1.1.1 permit the Licensee Users to access and use the IET Inspec live application programming interface (the “**Live API**”) via an API key issued by the IET to the Licensee (the “**API Key**”) to generate the Query Outputs for the Permitted Uses; and
- 1.1.2 permit the Authorised Users to view and make use of the Query Outputs as part of the Deliverables,

in each case solely from the Licence Commencement Date (or payment of the Fee, if later) until the Agreement is terminated (the “**Licence**”).

2 Permitted Uses and Deliverables

2.1 The Licence permits:

- 2.1.1 the Licensee Users to utilise the Live API solely to generate the Query Outputs for the Permitted Uses; and
- 2.1.2 the Authorised Users to access the Query Outputs solely as part of receiving the Deliverables from the Licensee.

2.2 The Licensee may publicise and promote the availability of the Query Outputs as part of the Deliverables to the Authorised Users.

2.3 The Licensee agrees and acknowledges that any use by the Licensee, the Licensee Users and/or the Authorised Users, other than as agreed in the Agreement, is a material breach of the terms of the Agreement incapable of remedy and shall result in termination pursuant to clause 9.2.2 (Duration and termination).

3 Licensee’s responsibilities

3.1 The Licensee represents and warrants that it shall:

- 3.1.1 keep the API Key secure and only use the Live API, the Licensed Materials, and the Query Outputs as permitted under the terms of the Agreement;
- 3.1.2 only present the Licensed Materials (or extracts from the Licensed Materials) in response to an individual query and not in bulk format;
- 3.1.3 not permit Authorised Users to access the Licensed Materials other than the Query Outputs forming part of the Deliverables;
- 3.1.4 verify the status of Authorised Users of the Deliverables;
- 3.1.5 not provide access to and/or permit use of the Live API and/or the Licensed Materials (other than the Query Outputs) by anyone other than a Licensee User;
- 3.1.6 not provide access to and/or permit use of the Query Outputs by anyone other than a Licensee User and/or an Authorised User;



- 3.1.7 have appropriate, industry standard, security measures in place at all times to ensure that the API Key, Live API, Licensed Materials and Query Outputs cannot be accessed by any third party, other than the Licensee Users and/or Authorised Users as applicable, and shall cooperate with the IET in the implementation of additional security measures reasonably requested by the IET;
- 3.1.8 inform Licensee Users and Authorised Users of, and use reasonable efforts to ensure that it and the Licensee Users and Authorised Users abide by, the permitted usages and restrictions on use of the Live API, Licensed Materials and Query Outputs as applicable. 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 Live API, Licensed Material and/or Query Outputs by a third party; (ii) notify the IET immediately it suspects or becomes aware of any breach by it or a Licensee User or an Authorised User of the permitted usage and/or restrictions; and (iii) immediately suspend an offending (whether suspected or actual) Licensee User's or Authorised User's access to the Live API, Licensed Materials and/or Query Outputs;
- 3.1.9 programmatically adhere to any rate limit errors / back off requests issued by the Live API where excessive use of the Live API is detected or as required to maintain performance of the Live API and underlying systems;
- 3.1.10 ensure that the Licensee Users and Authorised Users comply with all applicable laws and regulations in relation to the use of the Query Outputs and that it has obtained and shall maintain all of the necessary and applicable licences and consents to make use of the same; and
- 3.1.11 maintain auditable records of the Licensee User's usage of the Live API and/or Licensed Materials and will provide such records to the IET on demand. The Licensee shall permit, and shall procure that the Licensee Users and Authorised Users shall permit, the IET to inspect and have access to any premises (and to the computer equipment located there) at or on which the Query Outputs are being kept or used, and have access to any records kept in connection with the Agreement, for the purposes of ensuring that the Licensee, Licensee Users and the Authorised Users are complying with the terms of the Agreement, provided that the IET gives reasonable advance notice to the Licensee of such inspections, which shall take place at reasonable times.
- 3.2 The Licensee acknowledges and agrees that the Licensee is responsible for all use made of the API Key from the point it is provided to the Licensee, whether or not such use is authorised by the Licensee.
- 3.3 The Licensee shall ensure that any individuals that the Licensee authorises to use the API Key or to access or use the Live API or any Licensed Materials on behalf of the Licensee comply with these Conditions.
- 4 Restrictions**
- 4.1 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, Designs and Patents Act 1988), the Licensee and Licensee Users **shall not**:
- 4.1.1 attempt to access the Licensed Materials other than through the Live API;
- 4.1.2 falsify or alter the API Key or any other unique identifier assigned to the Licensee or otherwise obscure or alter the source of queries coming from the Licensee System and/or otherwise from the Licensee;



- 4.1.3 share the API Key with any third party or otherwise facilitate access to or use of the Live API and/or Licensed Materials by any third party;
- 4.1.4 violate or attempt to violate the security of the Live API (including, without limitation, by accessing a server or account the Licensee does not have authorisation for, by attempting to test, scan, probe or hack any vulnerability of the Live API or any network used by the Live API, by attempting to circumvent any authentication measures, or by overloading, flooding or pinging the Live API);
- 4.1.5 use the Live API in any manner that exceeds the Maximum Requests or that in any way might reasonably be considered unlawful, abusive, excessive or likely to cause the IET harm;
- 4.1.6 attempt to circumvent any technical measures the IET puts in place to monitor or restrict the Licensee's use of the API Key and/or the Live API;
- 4.1.7 adapt, modify or otherwise amend in any way the content of the Licensed Materials, including where applicable, by removing, altering or obscuring any authors' names, trade marks, patents, copyright notices, proprietary notices, acknowledgements, disclaimers or any other information that are included in the Licensed Materials;
- 4.1.8 include in the Deliverables the entirety of any individual Inspec record or any abstract obtained as part of the Licensed Materials;
- 4.1.9 prepare derivative works, download, reproduce, develop, publicly display, mount and/or distribute any part of the Licensed Materials whether in hard copy or on any electronic system or network, including the internet, other than on the Licensee's secure network and in such case only to the extent permitted by the Agreement;
- 4.1.10 reverse engineer, translate, decompile, disassemble, alter, abridge or otherwise modify or attempt to modify the Live API and/or Licensed Materials or any part of them for any purpose whatsoever or reproduce or seek to reproduce the entirety of any database forming part of the Licensed Materials;
- 4.1.11 use the Live API and/or 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; and/or
- 4.1.12 use any portion of the Licensed Materials in connection with any Generative Artificial Intelligence System, including without limitation, to develop, train, program, improve, and/or enrich any such system or permit any third party to do any of the foregoing. For the purpose of the Agreement, "**Generative Artificial Intelligence System**" means any specialized subset of artificial intelligence designed to generate content - such as complex text, images, audio, or video - with varying degrees of autonomy.
- 4.2 The Licensee acknowledges that, unless otherwise agreed pursuant to clause 4.3 (Restrictions), neither it, nor any of its Authorised Users, are permitted to use the Live API and/or the Licensed Materials for commercial purposes, and that the Licensed Materials are not intended to form the basis of any commercial decisions. Accordingly, and without prejudice to clause 12 (Limitation of liability) and notwithstanding any approval given pursuant to clause 4.3 (Restrictions), 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 Licensed Materials.
- 4.3 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:

- 4.3.1 use all or any part of the Live API and/or Licensed Materials for any type of commercial use or gain (including the sale, resale, sublicence, loan, transfer or such other similar form of exploitation of the Live API and/or Licensed Materials for monetary reward);
- 4.3.2 systematically distribute the whole or any part of the Live API and/or Licensed Materials to anyone other than the Authorised Users;
- 4.3.3 publish, distribute or make available the Licensed Materials (including any machine-readable files derived either in whole or in part from the Licensed Materials), works based on the Licensed Materials or works which combine them with any other material; and/or
- 4.3.4 alter, abridge, adapt or modify the Licensed Materials, except to the extent necessary to make them perceptible on a computer screen to Authorised Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5 Fees and payment

- 5.1 The IET will invoice the Licensee for the Fee annually in advance on or before the Licence Commencement Date and thereafter on or before each anniversary of the Licence Commencement Date. The Licensee shall pay the Fee within 30 days of receipt of the relevant invoice from the IET.
- 5.2 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:
 - 5.2.1 suspend or terminate operation of the Live API, the API Key and/or access to the Licensed Materials; and/or
 - 5.2.2 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 but at 4% a year for any period when that base rate is below 0%. 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 interest together with the overdue amount.
- 5.3 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 Live API and/or the 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 the Agreement, "**Taxes**" means any sales tax, value added tax, service tax, import tax, withholding tax and any such similar taxes, levies or duties.
- 5.4 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 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 5 (Fees and payment). The Licensee will provide evidence of such payment if required by the IET.

6 Intellectual Property Rights

- 6.1 All rights not expressly granted in these Conditions are reserved by the IET. The Intellectual Property Rights in the Live API and any Licensed Materials are either owned by or licensed to the IET (as may be 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.

- 6.2 The Licensee acknowledges and agrees that the content provided in the Licensed Materials is protected by the applicable laws on copyright and the Licensee shall not, and shall ensure that the Authorised Users do not, copy or redistribute any of the Licensed Materials content, except as expressly permitted in the Agreement. Any unauthorised copying of or distribution of the Licensed Materials content shall be a violation of applicable copyright law and shall be deemed a material breach of this Licence, incapable of remedy and resulting in termination pursuant to clause 9 (Duration and termination).
- 6.3 For the purpose of the Agreement, “**Intellectual Property Rights**” means any copyright and related rights, patents, rights to inventions, registered designs, database rights, design rights, topography rights, trade marks, service marks, trade names and domain names, trade secrets, rights in unpatented know-how, rights of confidence and any other intellectual or industrial property rights of any nature including all applications (or rights to apply) for, and renewals or extensions of 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.

7 The IET’s rights and responsibilities

- 7.1 Promptly following the Licence Commencement Date (or payment of the Fee, if later) the IET will provide the API Key to the Licensee.
- 7.2 The IET shall use its reasonable endeavours to correct (or procure a third party to correct) any material error or malfunction in the Live API and/or 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.
- 7.3 The IET reserves the right to:
- 7.3.1 reject any calls on the Live API over and above the Maximum Request or which are otherwise in breach of these Conditions;
 - 7.3.2 issue a replacement API Key and to stop the functionality of the then-current API Key. The Licensee must use any such replacement API Key in place of the then-current API Key from the time it is provided to the Licensee. These Conditions shall apply to the Licensee’s use of any such replacement API Key (and references to the “API Key” in these Conditions shall be deemed to refer to that replacement API Key) from the time it is provided to the Licensee; and
 - 7.3.3 withdraw from the 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**”) upon which, such Withdrawn Content will no longer be used and deleted or destroyed as set out in clause 10.1.3 (Consequence of termination).

8 Warranties

- 8.1 Each party represents and warrants to the other that:
- 8.1.1 it has the necessary power and authority to enter into the Agreement;
 - 8.1.2 it possesses all licenses and other approvals necessary to perform its obligations under the Agreement.
- 8.2 The IET warrants that:



- 8.2.1 all Intellectual Property Rights in the Live API and/or Licensed Materials are owned by or validly licensed to the IET; and
- 8.2.2 so far it is aware, the Live API and/or Licensed Materials do not, and use thereof by the Licensee, Licensee Users and Authorised Users in accordance with the terms of the Agreement will not, infringe third party Intellectual Property Rights.
- 8.3 The Live API and Licensed Materials are provided by the IET in accordance with the laws of England and Wales.
- 8.4 Without prejudice to clause 7.2 (The IET's rights and responsibilities), while the IET has no reason to believe that there are any inaccuracies or defects in the Live API and/or Licensed Materials, and save as expressly provided in the Agreement, the Live API 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, merchantability, capacity, performance, suitability for use or fitness for purpose) in relation to the Live API and/or 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.

9 Duration and termination

- 9.1 The Agreement shall commence on the Licence Commencement Date and shall, unless otherwise terminated in accordance with this clause 9 (Duration and termination), continue until the end of the Licence Term at which point it shall expire automatically without notice.
- 9.2 The IET shall be entitled to terminate the Agreement with immediate effect by serving written notice on the Licensee if:
 - 9.2.1 the Licensee fails to pay any undisputed amount due under the Agreement on the due date for payment and remains in default having been given 14 days' notice of the outstanding payment; or
 - 9.2.2 the Licensee is in material breach of the Agreement; or
 - 9.2.3 the Licensee is in breach of the Agreement, which: (i) 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. For the purpose of this clause 9.2.3 (Duration and termination), a material breach shall not be capable of remedy; or
 - 9.2.4 the Licensee persistently breaches the Agreement (i.e. there are three breaches capable of remedy during the Licence Term); or
 - 9.2.5 the Licensee's financial position deteriorates to such an extent that in the IET's opinion the Licensee's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - 9.2.6 an order is made or a resolution is passed for the winding-up of the Licensee or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Licensee or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Licensee's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the Licensee takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - 9.2.7 the Licensee ceases, or threatens to cease, to carry on business.

- 9.3 The Licensee shall be entitled to terminate the Agreement with immediate effect by serving written notice on the IET if:
- 9.3.1 the IET is in material breach of the 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; or
 - 9.3.2 the IET's financial position deteriorates to such an extent that in the Licensee's opinion the IET's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy; or
 - 9.3.3 an order is made or a resolution is passed for the winding-up of the IET or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the IET or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the IET's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the IET takes or suffers any similar or analogous action (in any jurisdiction) in consequence of debt; or
 - 9.3.4 the IET ceases, or threatens to cease, to carry on business.

10 Consequence of termination

- 10.1 Upon expiry or termination of the Agreement for any reason:
- 10.1.1 all rights and licences granted under the Agreement (including the Licence) shall automatically expire and the Licensee, the Licensee Users and the Authorised Users shall no longer have the right to: (i) use the Live API and API Key; and (ii) access, view and make any use of the content available in the Licensed Materials including the Query Outputs;
 - 10.1.2 the IET shall terminate the Licensee's access to the Live API either by disabling the API Key or by any other reasonable technical means;
 - 10.1.3 subject to clause 10.2 (Consequence of termination), the Licensee, the Licensee Users and the Authorised Users shall cease to make all use of the Licensed Materials and Query Outputs, and the Licensee shall use all reasonable efforts to delete/destroy any copies of the Licensed Materials including Query Outputs made by it or its Licensee Users or Authorised Users, and the Licensee will certify to the IET that it has done so; and
 - 10.1.4 any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.
- 10.2 Upon expiry of the Agreement (other than through termination under clause 9.2 or clause 9.3 (Duration and termination)) and provided that the Licensee continues to comply with applicable terms of the Agreement, the Licensee and Authorised Users may retain and use copies of Query Outputs as part of the Deliverables other than Withdrawn Content.
- 10.3 If the IET terminates the Agreement in accordance with clause 9.2 (Duration and termination), all Fees that have become 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.
- 10.4 If the Licensee terminates the Agreement in accordance with clause 9.3 (Duration and termination), the IET shall reimburse such part of the Fee paid by the Licensee in respect of

any remaining part of the Licence Term.

- 10.5 Termination or expiry of the 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 the Agreement or at law, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

11 Force majeure

- 11.1 Subject to clauses 11.2 and **Error! Reference source not found.** (Force majeure), the IET shall not be in breach of the Agreement if it is prevented from or delayed in carrying on its business and/or material obligations hereunder by a Force Majeure Event.

- 11.2 If subject to a Force Majeure Event, the IET shall not be in breach of the Agreement provided that:

11.2.1 it promptly notifies the Licensee in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

11.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

11.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

- 11.3 For the purpose of the Agreement, “**Force Majeure Event**” means an unforeseeable act, omission, event, accident or other circumstance that is:

11.3.1 beyond the reasonable control of a party; and

11.3.2 not attributable to any wilful act, neglect or failure to take reasonable preventative action by that party,

and which affects that party's performance of its obligations under the Agreement. Things such as strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, epidemic, pandemic or other spread of infectious disease or the imposition of any measures to prevent the spread of disease, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm may be Force Majeure Events.

12 Limitation of liability

- 12.1 References to ‘liability’ or ‘liable’ in this clause 12 (Limitation of liability) include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise.

- 12.2 Nothing in the Agreement shall limit or exclude a party's liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors, or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

- 12.3 Subject to clause 12.2 (Limitation of liability), the IET's maximum liability 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 by the Licensee.

- 12.4 Subject to clause 12.2 (Limitation of liability), the IET shall not be liable to the Licensee or any Authorised User for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Licensee or any Authorised User (whether direct, indirect, consequential, incidental or special) arising out of or in connection with the Agreement relating to or resulting from:
- 12.4.1 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 or any Authorised User;
 - 12.4.2 the accuracy, reliability, completeness, suitability, merchantability or fitness for purpose of the Live API and/or Licensed Materials;
 - 12.4.3 any reliance upon or use of or actions taken or not taken or decisions made on the basis of anything contained in the Licensed Materials;
 - 12.4.4 any delay or interruption due to: (i) defects or failures in any communication lines, the internet or internet service provider; (ii) any transmission error; and (iii) a Force Majeure Event or any other reasons beyond the IET's reasonable control;
 - 12.4.5 inability at any time to obtain access to any part of the Licensed Materials via the Live API; and/or
 - 12.4.6 any computer viruses or spyware or malware of any description or any material which might adversely affect the Licensee's or Authorised User's operation of any computer hardware or software or any communications network as a result of using the Live API and/or the Licensed Materials.
- 12.5 The Licensee assumes sole responsibility for all use of the Live API and/or Licensed Materials by the Licensee, Licensee Users and Authorised Users. In the event of a breach of the Agreement by the Licensee, Licensee Users or Authorised Users, the Licensee agrees to indemnify the IET from and against any claims, liabilities, damages, expenses, and losses arising from, or in connection with that breach.

13 **Compliance with law**

- 13.1 **Compliance with applicable law:** In performing their respective obligations under the Agreement, the parties shall each comply with all applicable law.
- 13.2 **Data protection:** In the event that the IET's performance of the Agreement requires that it receives or processes personal data of the Licensee, Licensee Users 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 all applicable Data Protection Legislation in the performance of its obligations under the Agreement. The Licensee shall not do or omit to do anything which might cause or otherwise result in a breach by the IET of the applicable Data Protection Legislation.

For the purpose of the Agreement, "**Data Protection Legislation**" means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals as may be amended, extended, re-enacted or replaced from time to time, including, (where applicable):

- (a) UK GDPR (as defined in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018 (as amended); the Data Protection Act 2018 (and regulations



(b) the General Data Protection Regulation ((EU) 2016/679),

along with the guidance and codes of practice issued by the UK's Information Commissioner, EU Commission or other relevant regulatory authority (as applicable to a party).

13.3 **Anti-bribery and anti-corruption:** Without prejudice to the provisions of clause 13.1 (Compliance with law), each party shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("**Relevant Requirements**") and shall 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.

13.4 **Anti-slavery and human trafficking laws:** Without prejudice to the provisions of clause 13.1 (Compliance with law), 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.

13.5 **Equality, diversity, and inclusion:** Without prejudice to the provisions of clause 13.1 (Compliance with law), each party shall ensure that it does not, whether as an employer or provider of any services, discriminate within the meaning of the Equality Legislation.

For the purpose of the Agreement, "**Equality Legislation**" means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales.

13.6 **Anti-facilitation of tax evasion:** Without prejudice to the provisions of clause 13.1 (Compliance with law), 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. 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 the Agreement.

13.7 **Anti-fraud:** Without prejudice to the provisions of clause 13.1 (Compliance with law), neither party shall engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023 ("**ECCTA**"). Each party shall notify the other (in writing) if it becomes aware of any suspected or actual breach of this clause 13.7 (Anti-fraud), or has reason to believe that it has received a request or demand to commit a fraud offence within the meaning of section 199(6) of the ECCTA, in connection with the performance of the Agreement.

13.8 A breach of clauses 13.1 to 13.7 (Compliance with law) inclusive of these Conditions shall be deemed a material breach of the Agreement that is not remediable.

14 **General**

14.1 **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 the Agreement) without obtaining the prior written consent of the IET.

14.2 **Confidentiality:**

- 14.2.1 The terms of the Agreement 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.
- 14.2.2 The IET may disclose confidential information of the Licensee and/or Licensee Users and/ Authorised Users to any third party only to the extent necessary for the purposes of performing its obligations under this Agreement.
- 14.3 **Entire agreement:** The Agreement 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, condition, representation, assurance or warranty (in all cases, of any kind and 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.
- 14.4 **Variation:**
- 14.4.1 The IET has the right to change and/or modify these 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 14.4.1 (Variation) to diminish the scope of the Licence granted to the Licensee under the Agreement or to increase the Fee payable (any such changes and/or modification to be agreed in accordance with clause 14.4.2 (Variation)). The Licensee's continued use of the API Key following such notification will signify the Licensee's acceptance of such changes and/or modifications.
- 14.4.2 Save as set out in clause 14.4.1 (Variation), no variation of the Agreement shall be valid unless it is in writing and signed on behalf of each of the parties.
- 14.5 **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. The IET may, upon written notice to the Licensee, assign or otherwise transfer any or all of its rights or sub-contract any or all obligations under the Agreement to any member of its group.
- 14.6 **Waiver:** A waiver of any right or remedy under the Agreement or by applicable 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 applicable 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 applicable law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 **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 14.7 (Severance) shall not affect the validity and enforceability of the rest of the Agreement.

- 14.8 **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”.
- 14.9 **Relationship:** Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 14.10 **Language:** The Agreement is drafted in the English language only. If the Agreement is translated into any other language, the English version shall prevail.
- 14.11 **Notices:**
- 14.11.1 Notice given under the Agreement shall be in writing, sent for the attention of, and addressed to, the relevant representative set out in the Order Form (or such other address or person as the relevant party may notify to the other party) and shall be delivered:
- (i) personally, in which case the notice will be deemed to have been received at the time of delivery;
 - (ii) by pre-paid, first-class post if the notice is being sent to an address within the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the second (2nd) normal Working Day in the country specified in the recipient's address for notices after the date of posting;
 - (iii) by international standard post if being sent to an address outside the country of posting, in which case the notice will be deemed to have been received at 09:00 in the country of receipt on the seventh (7th) normal Working Day in the country specified in the recipient's address for notices after the date of posting; or
 - (iv) by email to the relevant email address specified in the Order Form (or such other email address as the relevant party may notify to the other party), in which case, the notice will be deemed to have been received at the time of transmission, or if this time falls outside of Normal Working Hours, when Normal Working Hours resume, in each case provided that no out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice. If an out of office auto-reply or error message is received by the sender in response within one hour after transmission of the notice, then no valid notice has been delivered and the notice must be sent by one of the alternative methods listed above.
- 14.11.2 To prove service of notice under clauses 14.11.1(i) to 14.11.1(iii) (Notices) above, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.
- 14.11.3 For the purpose of the Agreement:
- (i) **“Normal Working Hours”** means the hours between 09:00 to 17:00 in the United Kingdom (or such other country as has been specified by the receiving party) on a Working Day (or any day other than a Saturday, Sunday or public

holiday in the country specified by the receiving party, if other than the United Kingdom).

- (ii) **“Working Day”** means a day, other than a Saturday, Sunday or public holiday in England and Wales.

- 14.12 **Third parties:** Unless it expressly states otherwise, the Agreement does not give rise to any rights for a third party to enforce any terms of the Agreement.
- 14.13 **Mediation:** If any dispute arises in connection with the Agreement, the parties agree to attempt to resolve the dispute between the parties in the first instance. If the dispute remains unresolved 30 days after one party notified the other of such dispute, 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 (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 14.14 **Law and jurisdiction:** The Agreement and any dispute 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. Subject to clause 14.13 (Mediation), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with the Agreement or its subject matter or formation.