

IET PLATFORM CONDITIONS

In addition to the General Terms, the following Platform Conditions shall apply to the following Platforms:

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PART A - IET Digital Library

UNLESS OTHERWISE EXPRESSLY STATED, ALL REFERENCES IN THIS PART A TO PARAGRAPHS, ARE TO PARAGRAPHS WITHIN THIS PART A OF THE PLATFORM CONDITIONS

1 Access options

- 1.1 The Licensee shall provide to the IET the IP addresses or range of IP addresses from which the Authorised Users shall be able to access the Platform and Licensed Materials from the Authorised Sites. It is the Licensee's responsibility to ensure that the IP address information provided to the IET is accurate and up-to-date at all times. The Licensee accepts and agrees that access to the Platform and Licensed Materials will not be available in the event that the Authorised User attempts to access the Platform from a device using an IP address which falls outside the addresses or ranges notified to the IET pursuant to this paragraph 1.1 (Access options).
- 1.2 Following verification by the IET of the IP address information provided, the Licensee and Authorised Users shall be permitted to access the Platform and Licensed Materials by automatic recognition of such IP addresses at any time, subject to the terms of the Agreement.
- 1.3 The Licensee represents and warrants that it is the owner or an authorised user of the IP addresses provided to the IET in accordance with paragraph 1.1 (Access options).
- 1.4 Where the Licensee has chosen to access the Platform by a Third Party Gateway Provider, the Authorised Users shall be permitted to access the Platform and Licensed Materials by automatic recognition of registration with the Third Party Gateway Provider.
- 1.5 The IET shall provide to the Licensee an individual password-protected administrator account on the Platform for the purpose of enabling the Licensee to monitor and manage use of the Platform by the Licensee's Authorised Users ("**Administrator Account**"). The Licensee shall procure that its designated member of staff who is granted access and use of the Platform through the Administrator Account (the "**Administrator**") keeps the access credentials (such as user ID and password) to the Administrator Account ("**Administrator Credentials**") private and confidential and shall not share such Administrator Credentials with any person, unless those particular Administrator Credentials are reassigned in their entirety to a replacement Administrator (in which case the previous Administrator shall no longer have any right to access or use the Platform using those Administrator Credentials).

2 Permitted uses

- 2.1 In addition to the permitted uses set out in the General Terms, where the Licensee is an academic institution only, the Licensee may:
 - 2.1.1 subject to clause 1.3 (Grant of licence) of the General Terms, incorporate parts of any Licensed Materials in printed or electronic course packs or in a virtual learning environment for the Authorised Users to use in receiving instruction at the Licensee's institution (either in person or virtually), provided that:
 - (a) such electronic course packs or the virtual learning environment are accessed via the Licensee's secure network only; and
 - (b) the incorporated parts are accompanied with an acknowledgement that they have been obtained from the Licensed Materials (title, author(s), publisher and copyright owner of the incorporated parts) and Platform (an "**Acknowledgement**").
 - 2.1.2 facilitate an interlibrary loan by sharing a single copy of extracts from the Licensed Materials, either in print or digital format, providing:

- (a) the receiving library is a not-for-profit institutional library situated in the same country as the Licensee;
- (b) the receiving library only uses the material for non-commercial, educational and research purposes;
- (c) (where applicable) clause 1.3 (Grant of licence) of the General Terms is adhered to; and
- (d) where the file is provided digitally by way of secure transmission, the electronic file must be deleted immediately after printing unless the user at the receiving library has any special needs which necessitate usage of the electronic file.

2.1.3 and the Authorised Users may:

- (a) incorporate parts of or extracts from the Licensed Materials in printed or electronic form in assignments, portfolios, theses, dissertations and other submissions (“**Academic Works**”), and to make reproductions of the Academic Works for personal use, library deposit and/or to provide to sponsors of the Academic Works, providing an Acknowledgement is included;
- (b) display publicly, communicate to the public or perform in public parts of the Licensed Materials as part of a presentation at a seminar, conference, or workshop, or other similar event, providing an Acknowledgement is included;
- (c) download, save, print and copy parts of or extracts from the Licensed Materials for the purposes of criticism, review, caricature, parody or pastiche, providing an Acknowledgement is included unless this would not be possible for reasons of practicality or otherwise; and
- (d) to the extent permitted by Section 29A of the Copyright, Designs and Patents Act 1988, download and make copies of any part of the Licensed Materials in order to carry out a computational analysis (including text and data mining) of the Licensed Materials solely for non-commercial research and educational purposes and not for any other purpose and provided always that such copies contain an Acknowledgement. The Licensee and Authorised Users may not transfer any of the copies made under this paragraph 2.1.3(d) (Permitted uses) to any other person without the prior written consent of the IET and shall not use such copy for any purpose other than those expressly permitted by this paragraph 2.1.3(d) (Permitted uses).

2.2 The provisions of this Agreement are without limitation to the rights of the Licensee or Authorised Users to do any act to the extent permitted:

2.2.1 under the Copyright, Designs and Patents Act 1988, including Part I, Chapter III (Acts Permitted in relation to Copyright Works); or

2.2.2 under The Copyright and Rights in Databases Regulations 1997; or

2.2.3 in respect of Open Access Content, under the applicable licence terms.

3 The IET's rights and responsibilities

3.1 In addition to the IET's responsibilities set out in clause 9 (The IET's rights and responsibilities) of the General Terms, the IET will:

3.1.1 provide the Licensee with usage statistics compliant with the most recent release of the COUNTER Code of Practice (www.projectcounter.org);

- 3.1.2 make available for download (on the IET's website) the Marc Records, which may be incorporated by the Licensee within their library catalogue in order to manage library operations; and
 - 3.1.3 use reasonable endeavours to procure that the Platform complies with the Web Content Accessibility Guidelines (WCAG).
- 3.2 Clause 17.3.2 (Confidentiality) of the General Terms shall not apply. The IET may disclose confidential information of the Licensee and/or its Authorised Users to IET's third party licensor of the Platform only to the extent necessary for the following purposes of such third party licensor and where such purposes relate to the provision by the third party licensor of those services in respect of the Platform to the IET:
- 3.2.1 to enable such third party licensor to prepare (and enable audit of) financial statements and performance projections;
 - 3.2.2 to prepare and process invoices or other requests;
 - 3.2.3 to detect fraud, investigate suspicious activity, address security concerns;
 - 3.2.4 to perform analytics to improve such services;
 - 3.2.5 to administer, maintain, or improve technical aspects of any shared systems or processes; and
 - 3.2.6 to promote services or products, offered by such third party,
- and provided that any such disclosure shall not result in further disclosure to another third party, unless disclosure to such third party is necessary to achieve the purposes set out above and in any event, no -personal data shall be disclosed for the purposes set out at paragraphs 3.2.4, 3.2.5 and 3.2.6 (The IET's rights and responsibilities) and any disclosure for such purposes shall only be to affiliates of the third party licensor's Group.

PART B - IET Inspec Analytics

UNLESS OTHERWISE EXPRESSLY STATED, ALL REFERENCES IN THIS **PART B** TO PARAGRAPHS, ARE TO PARAGRAPHS WITHIN THIS **PART B** OF THE PLATFORM CONDITIONS

1 Access options

1.1 Where the Order Form provides that the Access Option to the Platform and/or any Licensed Materials shall be by way of Internet Protocol ("**IP**") address or referral URLs:

1.1.1 All referral URLs:

(a) must originate from within the Licensee's secure network (such secure network to have password-protection or other appropriate authentication methods implemented by the Licensee to protect the secure network from unauthorised use); and

(b) must not be freely accessible to the public

(the "**Approved Referral URLs**").

1.1.2 The Licensee shall provide to the IET the IP addresses or range of IP addresses from which the Authorised Users shall be able to access the Platform and any Licensed Materials from the Authorised Sites or the applicable Approved Referral URLs. It is the Licensee's responsibility to ensure that the IP address or Approved Referral URL information provided to the IET is accurate and up-to-date at all times.

1.1.3 The Licensee accepts and agrees that access to the Platform and any Licensed Materials will not be available in the event that an Authorised User attempts to access the Platform either (as applicable):

(a) from a device using an IP address which falls outside the addresses or ranges provided to the IET pursuant to paragraph 1.1.2 (Access options); or

(b) otherwise than through the Approved Referral URLs provided to the IET pursuant to paragraph 1.1.2 (Access options).

1.1.4 Following verification by the IET of the IP address or Approved Referral URL information provided, the Licensee and Authorised Users shall be permitted to access the Platform and any Licensed Materials by automatic recognition of such IP addresses or Approved Referral URLs at any time, subject to the terms of the Agreement.

1.1.5 The Licensee represents and warrants that it is the owner or an authorised user of the IP addresses or Approved Referral URL provided to the IET in accordance with paragraph 1.1.2 (Access options).

PART C - IET Inspect Direct

UNLESS OTHERWISE EXPRESSLY STATED, ALL REFERENCES IN THIS **PART C** TO PARAGRAPHS, ARE TO PARAGRAPHS WITHIN THIS **PART C** OF THE PLATFORM CONDITIONS

1 Access options

- 1.1 Where the Order Form provides that the Access Option to the Platform and/or any Licensed Materials shall be by way of Internet Protocol ("**IP**") address or referral URLs:
- 1.1.1 All referral URLs:
- (a) must originate from within the Licensee's secure network (such secure network to have password-protection or other appropriate authentication methods implemented by the Licensee to protect the secure network from unauthorised use); and
 - (b) must not be freely accessible to the public
- (the "**Approved Referral URLs**").
- 1.1.2 The Licensee shall provide to the IET the IP addresses or range of IP addresses from which the Authorised Users shall be able to access the Platform and any Licensed Materials from the Authorised Sites or the applicable Approved Referral URLs. It is the Licensee's responsibility to ensure that the IP address or Approved Referral URL information provided to the IET is complete, accurate and up-to-date at all times.
- 1.1.3 The Licensee accepts and agrees that access to the Platform and any Licensed Materials will not be available in the event that an Authorised User attempts to access the Platform either (as applicable):
- (a) from a device using an IP address which falls outside the addresses or ranges provided to the IET pursuant to paragraph 1.1.2 (Access options); or
 - (b) otherwise than through the Approved Referral URLs provided to the IET pursuant to paragraph 1.1.2 (Access options).
- 1.1.4 Following verification by the IET of the IP address or Approved Referral URL information provided, the Licensee and Authorised Users shall be permitted to access the Platform and any Licensed Materials by automatic recognition of such IP addresses or Approved Referral URLs at any time, subject to the terms of the Agreement.
- 1.1.5 The Licensee represents and warrants that it is the owner or an authorised user of the IP addresses or Approved Referral URLs provided to the IET in accordance with paragraph 1.1.2 (Access options).
- 1.2 Where the Order Form indicates that an Authorised User is permitted to set up its own user-account on the Platform for access to the Platform other than through the IP addresses or Approved Referral URLs provided by the Licensee pursuant to paragraph 1.1 (Access options):
- 1.2.1 The Licensee shall provide to the IET the relevant email domains issued by the Licensee to its Authorised Users ("**Licensee Email Domains**"). It is the Licensee's responsibility to ensure that the Licensee Email Domains provided are accurate and up-to-date at all times and that any changes are promptly notified to the IET.
- 1.2.2 The IET shall provide to the Authorised Users the means of generating and administering an individual password-protected user account on the Platform(s) provided always that such user accounts are set-up using the Licensee Email Domains.

- 1.2.3 Once each user account has been generated, the relevant Authorised User shall be permitted to access the Platform(s) and any Licensed Materials using the account, subject to the terms of the Agreement.
- 1.2.4 The Licensee shall not share the means of generating individual user accounts with any third party and shall ensure that any access details are kept private and confidential.
- 1.2.5 The Licensee shall ensure that:
 - (a) each Authorised User uses their own user account to access the Platform and any Licensed Materials and that user IDs and passwords ("**Credentials**") are not shared between Authorised Users, unless those particular Credentials are reassigned in their entirety to another Authorised User (in which case the previous Authorised User shall no longer have any right to access or use the Platform and/or any Licensed Materials using those Credentials);
 - (b) any Credentials assigned to specific Authorised Users to enable access to the Platform and/or any Licensed Materials are maintained as private and confidential and not disclosed to any other person; and
 - (c) any Credentials and access to the Platform and/or any Licensed Materials are withdrawn from an individual once they cease being an Authorised User.
- 1.3 Where the Order Form indicates that the Access Option to the Platform is through a third party access management provider recognised by the IET and listed in the Inspec Direct user guide available at <https://inspec-direct.theiet.org/user-guide/> ("**Third Party Access Management Provider**"), the Licensee and its Authorised Users shall be entitled to access the Platform and the Licensed Materials through such Third Party Access Management Provider in the manner described in the user guide as stated above in this paragraph 1.3 (Access options).

PART D - IET.tv

UNLESS OTHERWISE EXPRESSLY STATED, ALL REFERENCES IN THIS PART D TO PARAGRAPHS, ARE TO PARAGRAPHS WITHIN THIS PART D OF THE PLATFORM CONDITIONS

1 Access options

- 1.1 Where the Order Form provides that the Access Option to the Platform and/or Licensed Materials shall be by way of Internet Protocol Address:
- 1.1.1 The Licensee shall provide to the IET the IP addresses or range of IP addresses from which the Authorised Users shall be able to access the Platform and Licensed Materials from the Authorised Sites. It is the Licensee's responsibility to ensure that the IP address information provided to the IET is accurate and up-to-date at all times. The Licensee accepts and agrees that access to the Platform and Licensed Materials will not be available in the event that the Authorised User attempts to access the Platform from a device using an IP address which falls outside the addresses or ranges notified to the IET pursuant to this paragraph 1.1.1 (Access options).
 - 1.1.2 Following verification by the IET of the IP addresses provided, the Licensee and Authorised Users shall be permitted to access the Platform and Licensed Materials by automatic recognition of such IP addresses at any time, subject to the terms of the Agreement.
 - 1.1.3 The Licensee represents and warrants that it is the owner or an authorised user of the IP addresses provided to the IET in accordance with paragraph 1.1.1 (Access options).
- 1.2 Where the Order Form provides that the Access Option to the Platform shall be by way of Password:
- 1.2.1 The Licensee shall provide to IET a list of email addresses of the Authorised Users (using the Licensee's own email domains) and from such list, the IET shall generate individual password-protected user accounts on the Platform for each Authorised User and the IET shall notify each Authorised User of the relevant user IDs and passwords to be used to access the Platform ("**Credentials**").
 - 1.2.2 Once each user account has been generated, the relevant Authorised User shall be permitted to access the Platform(s) and Licensed Materials using the account, subject to the terms of the Agreement.
 - 1.2.3 The Licensee shall not share the means of generating individual user accounts with any third party and shall ensure any access details are kept private and confidential.
 - 1.2.4 The Licensee shall ensure that:
 - (a) each Authorised User uses their own user account to access the Platform and Licensed Materials and that Credentials are not shared between Authorised Users, unless those particular Credentials are reassigned in their entirety to another Authorised User (in which case the previous Authorised User shall no longer have any right to access or use the Platform and/or Licensed Materials using those Credentials);
 - (b) any Credentials assigned to specific Authorised Users to enable access to the Platform and/or Licensed Materials are maintained as private and confidential and not disclosed to any other person; and
 - (c) any Credentials and access to the Platform and/or Licensed Materials are withdrawn from an individual once they cease being an Authorised User.

- 1.3 The IET shall provide to the Licensee an individual password-protected administrator account on the Platform for the purpose of enabling the Licensee to monitor and manage the user accounts of each of its Authorised Users ("**Administrator Account**"). The Licensee shall procure that its designated member of staff who is granted access and use of the Platform through the Administrator Account (the "**Administrator**") keeps the access credentials (such as user ID and password) to the Administrator Account ("**Administrator Credentials**"), private and confidential and shall not share such Administrator Credentials with any person, unless those particular Administrator Credentials are reassigned in their entirety to a replacement Administrator (in which case the previous Administrator shall no longer have any right to access or use the Platform using those Administrator Credentials).

PART E - IET Digital Wiring Regulations Products

UNLESS OTHERWISE EXPRESSLY STATED, ALL REFERENCES IN THIS **PART E** TO PARAGRAPHS, ARE TO PARAGRAPHS WITHIN THIS **PART E** OF THE PLATFORM CONDITIONS

1 Grant of licence

- 1.1 Clauses 1.2 and 1.3 (Grant of licence) of the General Terms shall not apply. Any reference to “**Open Access Content**” in the General Terms shall not apply in this instance.
- 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 access, view and use the Licensed Materials (as amended or updated from time to time) as permitted under the Agreement from the Licence Commencement Date (or the payment of the first annual Fee, if later) until this Agreement is terminated (the “**Licence**”).
- 1.3 The Licensed Materials are accessed by the Licensee and the Authorised Users via the Bookshelf platform (“**Platform**”) only, which is owned and operated by VitalSource Technologies LLC (“**VitalSource**”).
- 1.4 The Licensee accepts and agrees that the Licence is subject to the Licensee’s (and Authorised Users’) compliance with any acceptable use policy or other Platform guidelines that may from time to time be issued by the IET and displayed on the IET’s website <https://electrical.theiet.org/> (“**Website**”).

2 Scope of licence

- 2.1 Clause 1.4 (Grant of licence) of the General Terms and clause 2.1 (Authorised users) of the General Terms shall not apply.
- 2.2 The Fee set out in the Order Form is based on: i) the number of employees and/or students within the department of the Licensee in which the Licensed Materials will be used (the “**Department(s)**”, as identified in the Order Form); and ii) the number of Authorised Users who are able to access the same title within the Licensed Materials concurrently, as identified in the Order Form).
- 2.3 The Licensee must notify the IET if the number of employees and/or students within the Department(s) (the “**Authorised Users**”) increases above the number declared in the Order Form. In such circumstances, the IET reserves the right to increase any Fee payable to reflect the increase in the number of Authorised Users. For the avoidance of doubt, if the number of Authorised Users decreases below the number declared in the Order Form, the Licensee is not entitled to any refund or reduction in the Fee.
- 2.4 The Licence permits only the Authorised Users to access, view and use the Licensed Materials and only for as long as they remain employees or students within the Department.
- 2.5 Authorised Users, on their first access to the Platform, will be required to register for a user account (such user account to be linked to the Licensee Email Domains (as described in paragraph 3.1 (Access options))) and accept separate terms and conditions (“**VitalSource Platform Terms**”) in order to proceed. The VitalSource Platform Terms govern use of the Platform, but the Agreement governs the access and use of the Licensed Materials. Where the VitalSource Platform Terms conflict with the Agreement: (i) the Agreement will take precedence over the VitalSource Platform Terms in relation to the access and use of the Licensed Materials; and (ii) the VitalSource Platform Terms will take precedence over the Agreement in relation to the access and use of the Platform.
- 2.6 The Licence allows Authorised Users to access and view the Licensed Materials on multiple devices, up to a maximum of two static devices and two mobile devices, provided the Platform

is accessible on such devices.

- 2.7 Where a new version of any of the content included in the Licensed Materials is published by the IET during the Licence Term, such content shall be incorporated in the Licensed Materials and shall be made available to the Licensee via the Platform.

3 Access options

- 3.1 The Licensee shall provide to the IET the relevant email domains issued by the Licensee to its Authorised Users ("**Licensee Email Domains**"). It is the Licensee's responsibility to ensure that the Licensee Email Domains provided are accurate and up-to-date at all times and that any changes are promptly notified to the IET.
- 3.2 Authorised Users shall be given the means of generating and administering an individual password-protected user account on the Platform provided always that such user accounts are set-up using the Licensee Email Domains.
- 3.3 Once each user account has been generated, the relevant Authorised User shall be permitted to access the Platform and Licensed Materials using the account, subject to the terms of the Agreement and the VitalSource Platform Terms.
- 3.4 The Licensee shall not share the means of generating individual user accounts with any third party and shall ensure any access details are kept private and confidential.
- 3.5 The IET shall procure for the Licensee an individual password-protected administrator account on the Platform for the purpose of enabling the Licensee to monitor and manage the user accounts of each of its Authorised Users ("**Administrator Account**").

4 Licensee's responsibilities

- 4.1 The Licensee shall procure that its designated member of staff who is granted access and use of the Platform through the Administrator Account (the "**Administrator**") keeps the access credentials (such as user ID and password) to the Administrator Account ("**Administrator Credentials**"), private and confidential and shall not share such Administrator Credentials with any person, unless those particular Administrator Credentials are reassigned in their entirety to a replacement Administrator (in which case the previous Administrator shall no longer have any right to access or use the Platform using those Administrator Credentials).
- 4.2 The Licensee shall:
- 4.2.1 ensure that each Authorised User keeps their user ID and password to access the relevant system from which they will view the Licensed Materials ("**Credentials**") confidential, and such Credentials are not shared between Authorised Users, unless those particular Credentials are reassigned in their entirety to another Authorised User (in which case the previous individual Authorised User shall no longer have any right to access or use the Platform and/or Licensed Materials using those Credentials);
- 4.2.2 ensure that any Credentials assigned to specific Authorised Users to enable access to the Platform and/or Licensed Materials are maintained as private and confidential and not divulged to any other person;
- 4.2.3 ensure that any Credentials and access to the Platform and/or Licensed Materials are withdrawn from an individual once they cease being an Authorised User; and
- 4.2.4 comply, and shall ensure that the Authorised Users comply, with all Applicable Law in relation to the access to the Platform and use of the Licensed Materials.

5 Permitted use

5.1 Clauses 4.1 and 4.3 (Permitted use) of the General Terms shall not apply.

5.2 The Licence permits the Licensee and the Authorised Users to:

5.2.1 read the Licensed Materials on the Platform;

5.2.2 download, cache or save the Licensed Materials for offline use, provided that access to such downloaded, cached or saved content is always via the offline access technology made available through the Platform;

5.2.3 print extracts from the Licensed Materials, subject to a five page limit each time extracts are printed from the Licensed Materials; and

5.2.4 quote brief extracts from the Licensed Materials which may be copied and transmitted to others on a reasonable, non-systematic basis (provided that all such extracts are accompanied with an acknowledgement that they have been obtained from the Licensed Materials),

in each case solely for an Authorised User's private use, research or study, or for providing professional services to the Licensee's clients.

6 Restrictions

6.1 Other than as expressly permitted in this Agreement, the Licensee and the Authorised Users shall not:

6.1.1 attempt to extract the Licensed Materials from the Platform or to access or view the Licensed Materials outside the Platform.

7 Fees and payment

7.1 All Fees are non-refundable.

8 Trial period

8.1 Clause 7.1.2 (Trial period) of the General Terms shall not apply.

8.2 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 at paragraph 1.2 (albeit no Fee shall be payable for the trial period) (the "**Licence**").

9 Intellectual property rights

9.1 Clause 8.1 (Intellectual property rights) of the General Terms shall not apply.

9.2 VitalSource retains all Intellectual Property Rights in the Platform.

9.3 The Intellectual Property Rights in the Licensed Materials are either owned by, co-owned by, or licensed to the IET. The Licensee acknowledges that it has no rights in respect of such Intellectual Property Rights other than the rights to use them, granted to, but subject to the restrictions and limitations set out in, the terms of this Agreement.

9.4 The Licensee shall not, and shall ensure that the Authorised Users do not, copy or redistribute any part of the Licensed Materials content, except as expressly permitted in the Agreement. Any unauthorised copying of or distribution of the Licensed Materials content, by the Licensee or Authorised Users, shall be a violation of applicable copyright law and shall be deemed a material breach of the Agreement, incapable of remedy.

10 The IET's responsibilities and disclaimer

- 10.1 Clauses 9.2.1 and 9.5 (The IET's rights and responsibilities) of the General Terms shall not apply.
- 10.2 In respect of the support for the Platform set out in clause 9.1 (The IET's rights and responsibilities) of the General Terms, this is limited to elements within the IET's control (e.g. setting up the Access Options, providing first line support in relation to access issues), but otherwise VitalSource shall be responsible for Platform support.
- 10.3 The IET reserves the right at any time to cancel its relationship with VitalSource and to provide an alternative platform through which the Licensed Materials may be accessed.
- 10.4 The Licensee acknowledges and agrees that the Platform is operated by a third party, VitalSource, which may carry out maintenance on the Platform and/or Licensed Materials as and when it deems necessary and the Licensee acknowledges and accepts that the Platform and/or Licensed Materials may not be accessible during such time.
- 10.5 In addition to the provisions of clause 9.4 (The IET's rights and responsibilities) of the General Terms, the Licensee acknowledges and agrees that VitalSource is also 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.

11 Warranties

- 11.1 Clause 10.2 (Warranties) of the General Terms shall not apply.
- 11.2 The IET warrants that:
 - 11.2.1 all Intellectual Property Rights in the Licensed Materials are owned by or validly licensed to the IET;
 - 11.2.2 so far it is aware, the Licensed Materials do not, and use thereof by the Licensee and Authorised Users in accordance with the terms of the Agreement will not, infringe third party Intellectual Property Rights.

12 Consequence of termination

- 12.1 Clause 13.1.2 (Consequence of termination) of the General Terms shall not apply.
- 12.2 The Licensee and Authorised Users must stop using and at the IET's option either promptly return to the IET or delete/destroy any Licensed Materials that have been downloaded, cached, saved, printed, copied or otherwise provided by the IET and the Licensee will certify to the IET that it has done so.

13 Limitation of liability

- 13.1 Clause 15.6 (Limitation of liability) of the General Terms shall not apply.
- 13.2 The Licensee assumes sole responsibility for all use of the Platform and/or Licensed Materials by the Licensee and Authorised Users. In the event of a breach of this Licence by the Licensee 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.

14 General

- 14.1 Clause 17.2 (Platform and Licensed Materials) of the General Terms shall not apply.
- 14.2 **Licensed Materials:** The Licensed Materials are provided in accordance with the laws of England and Wales.

- 14.3 **Platform functionality:** The functionality of the Platform is set out here:
<https://electrical.theiet.org/resources/digital/>