

IET PLATFORM CONDITIONS (“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 Academy

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

1 Grant of Licence

1.1 Clause 1.2 of the General Terms shall not apply.

1.2 Where the Licence Type on the Order Form is recorded as **Subscription**, in consideration of payment of the Fee, the IET grants to the Licensee a non-exclusive, non-transferable licence for the Licensee and its Authorised Users during the Licence Term solely in accordance with the Agreement:

1.2.1 to access and use the Platform and (where applicable) the Documentation (as defined in paragraph 3.2.2) in accordance with the applicable Access Options as set out in paragraph 3; and

1.2.2 to access, view and use all the Course content relevant to that edition of the Course purchased (as defined in the Order Form) including text, information, data, software, executable code, images, audio, video or related support material in any medium or form provided by the IET to the Licensee as part of the Licensee's Access Option (the "**Licensed Materials**"); and

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

1.3 The Licensee agrees that the Licence is subject to the Licensee's (and Authorised Users') compliance with any acceptable use policy or other IET Academy guidelines that may from time to time be issued by the IET.

2 Scope of Licence

2.1 The Licensee undertakes that the maximum number of individuals that it authorises to access and use the Platform, the Licensed Materials, and (where applicable) the Documentation shall not exceed the permitted number of Authorised Users as set out in the Order Form or as subsequently paid for by the Licensee pursuant to paragraph 2.3.

2.2 The Fee set out in the Order Form is based on the Course(s) selected by the Licensee, the Access Option selected, and the number of Authorised Users for each Course, each as identified in the Order Form.

2.3 In the event that the Licensee wishes to purchase:

2.3.1 access to additional courses or new editions of courses listed in the then current course catalogue for the IET Academy; or

2.3.2 access to its currently licensed Courses for additional Authorised Users beyond the number or type of Authorised User specified in the Order Form,

the Licensee shall notify the IET and, where the IET is willing to grant such an additional Licence, the IET shall promptly notify the Licensee of the applicable additional Fee and access to the additional Courses and/or for the additional Authorised Users (as applicable) shall be made available by the IET subject to the Licensee paying the relevant Fee applicable to such additional access.

2.4 Clause 2.1 of the General Terms shall not apply. The Licence permits only the Authorised Users identified in the Order Form to access the Platform and/or Licensed Materials and only for as long as they remain employees at or students of the Licensee.

3 Access Options

3.1 Where the Licensee has opted for a 'SCORM file' Access Option, the IET shall promptly following the Licence Commencement Date provide the Licensee with access to the relevant SCORM file subject to receipt by the IET of the relevant Fee, and the Licensee may then utilise the SCORM file to make the Course available to Authorised Users via the Licensee's learning management system. Where this is the case, references to the 'Platform' in the Platform Conditions and General Terms will not apply.

3.2 Where the Licensee has opted for a 'Platform' Access Option, whether 'platform direct access' or via a 'SCORM connector', the IET shall provide the Licensee with access from the Licence Commencement Date to the Course(s) via the online portal through which the IET makes available access to the IET Academy courses ("**Platform**"), which access shall:

3.2.1 in the case of a 'SCORM connector' Access Option, be solely via such SCORM connector; and

3.2.2 in the case of a 'platform direct access' Access Option, be detailed in documentation provided by the IET relating to the Platform which includes user instructions for accessing the Platform ("**Documentation**"),

in each case, such access being given in accordance with and subject to the terms of the Agreement.

4 Licensee's Responsibilities

4.1 The provisions of this paragraph 4 are in addition to the Licensee's general obligations set out in clause 3 of the General Terms.

4.2 The Licensee shall:

4.2.1 only use the Platform, the Licensed Materials and the Documentation for its internal training and business purposes;

4.2.2 provide the IET with:

(i) all necessary co-operation in relation to the Agreement; and

(ii) all necessary access to such information as may be required by the IET,

in order to provide access to the Licensee and Authorised Users to the Platform, including but not limited to Licensee Data (as defined below);

4.2.3 ensure that all usernames and passwords ("**Credentials**") for access to the Platform and/ or the Licensed Materials, whether issued by the IET or generated by the Licensee or Authorised User, are kept safe and only disclosed to such individuals as required in order to access the Platform and/or Licensed Materials;

4.2.4 ensure that, where each Authorised User is issued with or creates its own Credentials, 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);

4.2.5 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;

4.2.6 any Credentials and access to the Platform and/or Licensed Materials are withdrawn

from an individual once they cease being an Authorised User; and

- 4.2.7 and shall ensure that the Authorised Users shall, comply with all applicable laws and regulations in relation to the access to and use of the Platform and/or Licensed Materials.
- 4.3 The Licensee shall not, and shall ensure that Authorised Users do not, publish, store, distribute or transmit any material during the course of its use of the Platform that:
- 4.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.3.2 facilitates illegal activity;
 - 4.3.3 depicts sexually explicit images;
 - 4.3.4 promotes unlawful violence;
 - 4.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; and/or
 - 4.3.6 is otherwise illegal or causes damage or injury to any person or property.
- 4.4 The IET reserves the right, without liability or prejudice to its other rights, to disable access to any material that breaches the provisions of paragraph 4.3 and/or to suspend the access of any Authorised User who causes the Licensee to breach the provisions of paragraph 4.3 and carry out an investigation in accordance with the provisions of clause 11 of the General Terms.

5 Permitted Use

- 5.1 Clause 4.1 of the General Terms shall not apply.
- 5.2 The Licence permits the Licensee and the Authorised Users to:
- 5.2.1 display and view content from the Platform and the Licensed Materials; and
 - 5.2.2 download, save and print content from the Platform and the Licensed Materials
- solely for an Authorised User's private use, research or study.

6 Restrictions

- 6.1 Clause 5.1.5 of the General Terms shall not apply.
- 6.2 Other than as expressly permitted in this Agreement, the Licensee and the Authorised Users shall not prepare derivative works, download, reproduce, develop, publicly display, mount and/or distribute any part of Platform and/or Licensed Materials and/or Documentation whether in hard copy or on any electronic system or network, including the Internet.

7 Trial Period

- 7.1 Clause 7.1.2 of the General Terms shall not apply.
- 7.2 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 paragraph 1.2 above (albeit no Fee shall be payable for the trial period) (the "**Licence**").

8 Intellectual Property Rights

- 8.1 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 Intellectual Property Rights and shall be deemed a material breach of the Agreement, incapable of remedy.

9 IET's Responsibilities

- 9.1 Clause 9.1 of the General Terms shall not apply.
- 9.2 The IET will, at no additional cost to the Licensee, provide the Licensee's appointed administrator with support by email during UK working hours ("**Support Hours**") in relation to issues around the access to and use of the Platform. (For the avoidance of doubt, such support is of an operational nature, and does not include any technical support in relation to content of the Course(s)).

10 Consequences of Termination

- 10.1 Clause 13.1.2 of the General Terms shall not apply.
- 10.2 Upon expiry or termination of the Agreement for any reason, save in respect of Open Access Content, 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.

11 Limitation of Liability

- 11.1 Clause 14.5 of the General Terms shall not apply.
- 11.2 The Licensee assumes sole responsibility for all use of the Platform and/or Licensed Materials (and where applicable, the Documentation) by the Licensee and Authorised Users. In the event of a breach of the 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.
- 11.3 Save as otherwise expressly stated, the IET has no obligation to update or otherwise amend any Licensed Materials once they have been made available to the Licensee.

12 Licensee Data

- 12.1 Clause 15.1 of the General Terms shall not apply.
- 12.2 The Licensee shall own all right, title and interest in and to all of the data inputted by the Licensee and/or Authorised Users (or the IET on the Licensee's behalf) for the purpose of using the Platform ("**Licensee Data**") and the Licensee shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Licensee Data.
- 12.3 In the event of any loss or damage to Licensee Data, the Licensee's sole and exclusive remedy shall be for the IET to use reasonable commercial endeavours to procure the restoration of the lost or damaged Licensee Data from the latest back-up of such Licensee Data stored. The IET shall not be responsible for any loss, destruction, alteration or disclosure of Licensee Data caused by any third party (except those third parties sub-contracted by the IET to perform services related to Licensee Data maintenance and back-up).
- 12.4 Each party shall comply with their respective obligations under the retained EU law version of the General Data Protection Regulation 2016/679 as applicable in the United Kingdom ("**UK GDPR**") as enacted by the Data Protection Act 2018. If the IET processes any personal data on the Licensee's behalf when performing its obligations under the Agreement ("**Licensee**

Personal Data”), the parties record their intention that the Licensee shall be the data controller and the IET shall be a data processor and in any such case:

12.4.1 details of the subject matter and duration of the processing, the nature and purpose of the processing, the type of Licensee Personal Data and the categories of data subjects whose personal data is being processed in connection with the Platform shall be as follows:

- Subject matter and duration of processing: provision of educational resources for the duration of the Agreement;
- Nature / purpose of processing: processing to: i) permit and record access to the Platform; ii) facilitate, record, monitor and report on the progress of learning of Authorised Users; iii) communicate with Authorised Users (such communications to be agreed between the IET and Licensee); and iv) enable the IET to carry out its duties under the Agreement;
- Type of personal data: name and contact details of Authorised Users; educational data relating to use by Authorised Users of Platform;
- Categories of data subjects: individuals who are authorised by the Licensee to access the Platform;

12.4.2 the Licensee acknowledges and agrees that the Licensee Personal Data may be transferred or stored outside the United Kingdom or the country where the Licensee and the Authorised Users are located in order to operate the Platform and perform the IET’s other obligations under the Agreement;

12.4.3 the Licensee shall ensure that the Licensee is entitled to transfer the Licensee Personal Data to the IET so that the IET may lawfully use, process and transfer the Licensee Personal Data in accordance with the Agreement on the Licensee’s behalf;

12.4.4 the Licensee shall ensure that the relevant data subjects have been provided with an appropriate privacy notice in relation to the processing of their personal data as required by the applicable data protection legislation;

12.4.5 the IET shall process the Licensee Personal Data only in accordance with the Licensee’s instructions as documented in the Agreement and any lawful documented instructions reasonably given by the Licensee from time to time;

12.4.6 the Licensee authorises the IET to engage third party data centre and data hosting providers to process Licensee Personal Data on its behalf in the provision of the Platform. As at the Effective Date, the IET contracts with, and the Licensee hereby authorises the IET to engage with, the following commercial entities to process the Licensee Personal Data in accordance with the nature and purpose of processing as set out in paragraph 12.4.1: i) CrossKnowledge Group Limited; ii) Object Source LLP; iii) Magento Inc and iv) Amazon Web Services. The IET shall not engage any other processor to process the Licensee Personal Data without the written authorisation of the Licensee;

12.4.7 each party shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by its processing in connection with the Agreement, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of the data subjects;

12.4.8 the IET shall, at the Licensee’s expense, provide any assistance reasonably required by the Licensee (taking into account the nature of the IET’s processing and the

information available to the IET) to enable the Licensee to comply with its obligations under Articles 32 to 36 of the UK GDPR; and

- 12.4.9 the IET shall make available to the Licensee at the Licensee's request and expense all information reasonably necessary to demonstrate compliance with the obligations set out in this paragraph 12 and, at the Licensee's expense, it shall permit the Licensee to audit its compliance with such obligations with reasonable prior notice and in such a manner as not to substantially interfere with the IET's normal conduct of business; and
 - 12.4.10 the IET shall assist the Licensee in providing subject access and allowing data subjects to exercise their rights under the UK GDPR.
- 12.5 On termination of the Agreement as it relates to the IET Academy, save to the extent that a copy of the Licensee Data and/or Licensee Personal Data is required by law and any audit purposes to be retained by the IET, the IET shall:
- 12.5.1 subject to paragraph 12.5.2, delete or otherwise put beyond use the Licensee Data including any Licensee Personal Data held in the Platform (or shall procure that the same is deleted or put beyond use); and
 - 12.5.2 in respect of the Licensee's corporate profile and any individual Authorised User's user profile (including records of courses completed/certificates) ("**Profile Information**"), retain such Profile Information for a period of 12 months following expiry or termination of the Agreement during which period the Licensee may request provision to it of such Profile Information (including that of its Authorised Users) in a format to be agreed with the IET, thereafter, such Profile Information shall be deleted by the IET.
- 12.6 The Licensee acknowledges that this paragraph 12 shall not apply to the extent that the IET is required by law to process the Licensee Personal Data other than in accordance with the Licensee's instructions and the IET acknowledges that, in such a case, it must promptly inform the Licensee of the relevant legal requirement prior to processing (unless the law prohibits the provision of such information on important grounds of public interest).

13 General

- 13.1 **Changes to the Licensed Materials:** The IET has the right to change and/or modify from time to time the Licensed Materials that are available within any Access Option in order to correct Course content or fix errors in the Course content, and shall notify the Licensee of such changes and modifications.

PART B - IET Digital Library

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 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.
- 1.2 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.
- 1.4 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 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 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,

- (i) 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;
- (ii) 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;
- (iii) 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
- (iv) to the extent permitted by Section 29A of the Copyright, Designs and Patent 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(iv) 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(iv).

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, Design 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 IET Responsibilities

3.1 In addition to the IET responsibilities set out in 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); and
- 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.

PART C - IET Inspec Analytics

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:

(i) 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

(ii) 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):

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

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

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.

PART D - IET Inspect Direct

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 any Licensed Materials shall be by way of Internet Protocol ("IP") address or referral URLs:
- 1.1.1 All referral URLs:
- (i) 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
 - (ii) 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):
- (i) from a device using an IP address which falls outside the addresses or ranges provided to the IET pursuant to paragraph 1.1.2; or
 - (ii) otherwise than through the Approved Referral URLs provided to the IET pursuant to paragraph 1.1.2.
- 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 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.
- 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:
- 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 any access details are kept private and confidential.

1.2.5 The Licensee shall ensure that:

- (i) 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);
- (ii) 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
- (iii) 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.

PART E - IET.tv

UNLESS OTHERWISE EXPRESSLY STATED, ALL REFERENCES IN THIS PART E TO PARAGRAPHS, ARE TO PARAGRAPHS WITHIN THIS PART E 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.

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.

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:

(i) 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);

(ii) 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

(iii) 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 F - IET Digital Wiring Regulations Products

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

1 Grant of Licence

- 1.1 Clauses 1.2 and 1.3 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 content available as part of 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 Clauses 1.4 and 2.1 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 below)) and accept separate terms and conditions (“**Platform Terms**”) in order to proceed. The Platform Terms govern use of the Platform, but the Agreement governs the access and use of the Licensed Materials. Where the Platform Terms conflict with the Agreement, the Agreement will take precedence over the Platform Terms in relation to the access and use of the Licensed Materials.
- 2.6 The Licence allows Authorised Users to access and view the Licenced 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 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 laws and regulations in relation to the access to the Platform and use of the Licensed Materials.

5 Permitted Use

- 5.1 Clause 4.1 and 4.3 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 content from 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 content from the Licensed Materials, subject to a five page limit each time content is printed from the Licensed Materials; and
- 5.2.4 quote brief extracts from the content of 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 Clause 5.1.5 of the General Terms shall not apply.
- 6.2 Other than as expressly permitted in this Agreement, the Licensee and the Authorised Users shall not:
 - 6.2.1 prepare derivative works, download, reproduce, develop, publicly display, mount and/or distribute any part of Licensed Materials whether in hard copy or on any electronic system or network, including the internet;
 - 6.2.2 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 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 paragraph 1.2 above (albeit no Fee shall be payable for the trial period) (the "**Licence**").

9 Intellectual Property Rights

- 9.1 Clause 8.2 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 in accordance with 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 Warranties

10.1 Clause 10.2 of the General Terms shall not apply.

10.2 The IET warrants that:

10.2.1 all Intellectual Property Rights in the Licensed Materials are owned by or validly licensed to the IET;

10.2.2 so far it is aware, the Licensed Materials do not, and use thereof by the Licensee and Authorised Users will not, infringe third party Intellectual Property Rights.

11 The IET's Responsibilities and Disclaimer

11.1 Clauses 9.2.1 and 9.5 of the General Terms shall not apply.

11.2 In respect of the support for the Platform set out in clause 9.1, 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.

11.3 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.

11.4 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.

11.5 In addition to the provisions of clause 9.4 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.

12 Consequences of Termination

12.1 Clause 13.1.2 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 14.5 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 16.2 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/>