

Additional Product Specific Terms for the Products

Authorized Users. Authorized Users of the Products are full-time and part-time faculty, staff, and researchers of the Customer whom the Customer has designated to serve as administrators (each, an “Administrator”) and full-time and part-time students of the Administrators (each, a “Learner”) permitted by the Customer to access and use the Products.

Authorized Uses. Each Administrator may access, view and use the Products related to and in connection with courses or modules offered by Administrator to Learner (each, a “Course”) on the Evolve® website (“Website”). Administrators may also print, download or customize remediation content within the Products for instructional education and training use only. Each Learner may access, view and use the educational content within the Products related to and in connection with each Course offered to the Learner by Administrator on the Website or via a mobile application for the Learner’s personal education and training use only. Learners may also print and download remediation content within the Products for personal education and training use.

Test Ordering. Customer shall notify Elsevier, via the Website, of the scheduled dates of administration of each Test purchased within Testing Package at least one (1) month prior to Customer’s desired delivery date for each such Test. If Customer has not provided Elsevier notice of the dates of administration at least two (2) weeks prior to the administration date, Customer will be subject to rush fees as described on the Website, in the ‘Order Exams Online’ section. Elsevier cannot guarantee delivery of Test when order is placed less than three (3) business days prior to the administration date. In addition, Customer shall be responsible for, and approve invoices for any such additional fees as may be applicable for any additional exam licenses used during the exam administration by Authorized Users for whom Customer has not paid the fees for the Tests as set forth in order form.

Test Administration. Customer acknowledges and agrees to maintain the confidential nature of the Tests by: (i) issuing access codes and/or usernames/passwords only to Authorized Users; (ii) ensuring that access to and use of the Products, including the Tests, is secure and restricted to Authorized Users; (iii) notifying all Authorized Users of the usage restrictions, including all security protocols; (iv) ensuring that Administrators do not divulge any passwords to any third party; (v) ensuring that Administrators do not take the Tests before Learners in order to ensure the confidential and restricted nature of the Tests and (vi) using best efforts to maintain the security of the Tests and the administration thereof. Customer shall also instruct its Administrators to prevent Learners from using an alternate device to google the answers to the Test questions. If a custom exam is ordered as a Test, Customer will additionally be subject to custom exam policies described on the Website from which the Tests are accessible by Customer, using Customer’s user name and password, in the ‘Order Exams Online’ section of the Website.

If Customer is aware or is made aware that an Authorized User or any third party has tampered with the Products, including any Tests, or any secure or Confidential Information contained within the Products, including but not limited to access codes and/or usernames/passwords or viewing privileges in any way, or that any Authorized User or third party has gained unauthorized access to any of the Tests, Customer agrees to immediately inform Elsevier of such activity and take appropriate steps to ensure that such activity ceases and continue to cooperate with Elsevier in order to prevent any recurrence of such activity

Test Analyses. Elsevier shall use commercially reasonable efforts to provide Customer with a written analysis of all Tests within a reasonable period of time, not to exceed Elsevier's standard delivery time after receipt of all necessary data to conduct such analysis from Customer. Notwithstanding the preceding sentence, aggregate and student analyses can be accessed electronically within two (2) business days of the upload of Customer's student scores via the Website, using Administrator's user name and password.

Closure of Tests. Elsevier reserves the right to automatically close and remove access to any Test(s) six (6) months from the date of first access of such test by Customer and its Authorized Users. .

Tests Suspension. Elsevier reserves the right to collect from Customer on all Fees for the Products delivered regardless of use or purchase model. Elsevier reserves the right upon thirty (30) days written notice to (i) withhold any future delivery on Products or (ii) suspend access to any and all Products associated to this order without incurring liability if Customer fails to make any payment required hereunder when due. Lack of payment past notice by Elsevier may result in legal action for which Customer may be responsible for any and all charges and fees.

Customer Indemnity. Customer shall also indemnify and defend Elsevier against any claims by a Learner related to the Customer's investigation and/or disciplinary action concerning cheating or other misconduct with the Tests by the Learner, including any claims related to information or other assistance provided by Elsevier to the Customer related to the investigations.

Compliance with laws

Client shall at all times during the term strictly comply with all applicable laws, ordinances, codes, regulations, standards and judicial and administrative orders (jointly "Applicable Laws" or "Laws") relevant to its duties, obligations and performance under this Agreement, including, without limitation, the Relx code of conduct for Suppliers at <https://www.relx.com/corporate-responsibility/being-a-responsible-business/supply-chain>, Applicable Laws related to bribery, including, without limitation any such Laws that are enforced internationally (such as the United States Foreign Corrupt Practice Act and the UK Bribery Act) and those enforced in the country where business is being conducted and/or the Client's place of business or residency.