

Q-GLOBAL LICENCE TERMS AND CONDITIONS

1. General. These terms and conditions are incorporated into the agreement between You, the customer, either as an individual or business entity and Pearson Education Limited ('Pearson') for access to the Q-global Scoring and Reporting System product ("Q-global"). These terms and conditions supersede and replace any prior proposal, representation, or understanding You may have regarding Your use of Q-global. In these terms and conditions references to You , Your, or Customer are to the person , firm or institution that has been given access by to Q-global by Pearson and 'Authorized User' is any individual that has been given authority to use the account by the Customer.
2. Licence Grant. Pearson grants to You, for such period as Your account remains active, a personal, non-transferable, non-exclusive licence to access and use Q-global to enable administration, scoring, and reporting individual assessments published by Pearson which, may be modified from time to time (the "Test(s)") and retention of examinee raw data. Q-global displays Test instructions and items for onscreen Test administration or data entry, Test-related manuals, and related user documentation. Q-global coordinates Your access to specific Test(s) purchased by You from Pearson and, based on the data input and the report selected by You, generates Test-specific output reports, including but not limited to, profile and interpretive reports ("Reports") delivered through Q-global. Q-global also provides You with an opportunity to export Your examinee data to Your desktop or to retain the examinee data in files on Q-global.
3. Orders and Payment. All orders for Test(s) and for administrations, scoring, and Reports through Q-global ("Administrations") are subject to acceptance by Pearson, in its discretion, and will be fulfilled subject to Pearson's then current Qualification requirements (click on the following link to view Qualification Requirements) and Terms and Conditions of Purchase (click on the following link to view Terms and Conditions of Purchase). You will separately purchase Test Administrations or Reports in the form of individual administration and report usages or through the purchase of a limited term scoring subscription that will be delivered to Your account and be available for Your use. You agree to pay all applicable charges for Test Administrations, Reports or Scoring Subscriptions at Pearson's then-prevailing rates at the time of order, together with any applicable taxes. Unless otherwise specified by Pearson, charges are due and payable within thirty (30) days of invoice. Scoring Subscriptions that remain unallocated to an Authorized User two (2) years after purchase will be automatically expired.
4. Use of the Test(s) and Q-global. You agree to use the Test(s) and Q-global (a) in accordance with all applicable laws and regulations and (b) for the number of Administrations You have purchased from Pearson. You also agree to use Q-global only on computers that conform to Pearson's then- current published computer operating environment specifications.
Each Authorized User must maintain individual user credentials for accessing Q-global, which shall not be shared with, or transferred to, any other individual. The confidentiality of these credentials is the sole responsibility of the Authorized User. Any sharing or transfer of user credentials may result in termination of the license and/or legal actions. It is imperative to ensure secure and authorized use of the Q-global system, respecting the integrity and security protocols stipulated by Pearson. You agree that Pearson may install any Q-global Maintenance Release at no additional charge. You understand and agree that Test(s) and Q-global are meant to be used as tools to supplement You in the overall assessment process, and are not intended or designed to be used alone or replace Your professional judgment. You shall not grant sublicences, assign or transfer (including transfer by rental) Q-global or use Q- global to benefit any third party.

5. Protection of Test(s) and Q-global. The Tests(s) and Q-global are the proprietary property of Pearson and contain trade secrets, copyright material and, in certain cases, patented intellectual property, owned by Pearson, its affiliated companies and/or its licensors. The placement of a copyright notice on any portion of the Test(s) or Q-global does not mean that they have been published and will not derogate any claim by Pearson of trade secret protection. Title to the Test(s) and Q-global and copies thereof, and all intellectual property rights protecting the Test(s) shall remain with Pearson and/or its licensors and Q-global shall remain the property of Pearson.

In the event You implement a single sign-on solution to allow You or Your Authorized Users access to Q-global, it is your responsibility to implement appropriate safeguards regarding access to Q-global through your chosen single sign-on provider, such as appropriate password rotations and Multi-Factor Authentication.

6. Examinee Data. **You are advised to export and safeguard your important data and back up important information frequently.** You may export Your examinee data at any time. If You choose to store examinee data on Q-global, Pearson will regularly backup the examinee data stored in the Q-global database and will securely store these backups. However, You must make regular backups and agree that Pearson shall have no liability to you resulting from any failure in the database system.
7. Restrictions on Use. You may not copy or duplicate, modify or alter physical or electronic characteristics of the Test(s) or Q-global or dismantle or reverse engineer any part of the Test(s) or Q-global. You may not, under any circumstance, copy or reproduce the text of any Test question without Pearson's prior written permission.
8. Test(s) Availability. Pearson's rights to make available Test(s) and Administrations are subject to agreements between Pearson and the Test owners/licensors. There is no assurance that Pearson will be able to provide any particular Test now or in the future. If Pearson is unable to sell Administrations with respect to a particular Test, You may continue to use any previously purchased Administrations. You agree that Pearson will not be liable to You in any manner whatsoever for any future unavailability of any Test(s) or Administrations.
9. Support. You may contact Pearson's Technical Support for help in operation of Q-global during Pearson's regular Technical Support business hours (click the following link to access the Technical Support business hours).
10. Personal Data. Pearson will use all personal data collected and stored by Q-global in accordance with our Privacy Notice (click the following link to access the Privacy Notice). The Customer agrees to comply with all applicable data protection laws in relation to personal data collected and stored by Q-global where it is the data controller.

11. Data Processing. In relation to personal data in relation to which Pearson is identified in the Privacy Notice as the data processor;

A. You appoint Pearson to process such personal data for the sole purpose of making available Test(s) and Administrations in accordance with these terms and conditions. Except as otherwise stated in these terms and conditions Pearson will not process the personal data for its own purposes or for the purposes of third parties and will follow authorised users' documented instructions in relation to such personal data given through Q-global.

B. Pearson will comply with applicable data protection laws in relation to its processing of personal data under these terms and conditions and in particular will: (i) ensure that persons who process personal data are subject to strict obligations to maintain confidentiality and process personal data only for the purpose of making available Test(s) and Administrations through Q-global; (ii) take appropriate technical and organizational measures in accordance with the Privacy Notice to protect personal data against accidental or unlawful destruction, and/or loss, alteration or unauthorized disclosure or access; (iii) provide timely and adequate support to enable You to (a) respond to any request by any individual exercising his or her right under applicable data protection laws, including the right to access, correct or delete personal data from Q-global, or any other correspondence, request or complaint by any person or regulatory authority in connection with the processing of personal data by Q-global, and if such requests, correspondence, inquiries or complaints go directly to Pearson, Pearson will promptly notify You and provide all relevant information; and (b) where Pearson's processing of personal data is likely to result in a high risk to the data protection rights and freedoms of the data subjects, at Your cost, perform a data protection impact assessment and, if necessary, consult with Your data protection authority.

D. Pearson will promptly and without undue delay notify You and provide You with all information and support required to enable You to comply with Your obligation to report any breach of privacy or security incident to regulatory authorities and affected individuals in accordance with the applicable data protection laws. In addition, Pearson will take such steps as are reasonably required to mitigate the effects of any breach of privacy or security incident.

E. Pearson will appoint sub-processors in relation to personal data only in accordance with the Privacy Notice and on contracts that reflect these terms and conditions and you approve of all such appointments. Pearson will inform you of any new sub-processors via updates to the Privacy Notice and you must raise any objection to new sub-processors within 14 days of such update.

F. Pearson will provide to You or to an external auditor appointed by You on request such information as is reasonably required to enable You to verify Pearson's compliance with its obligations in relation to personal data.

12. Use of De-identified Data for Research. When You sign up for Q-global, You will be given the following two (2) options should You and Your client agree to share de-identified examinee data with Pearson:

(1) General Research. Should You grant Pearson permission to use Your de-identified examinee data for General Data Research, then You allow Pearson to use de-identified data from your account in validation studies and studies of specific clinical populations. These data will enable us to identify items and subtests with the greatest sensitivity and specificity, and increase our ability to develop shorter and better assessments. You will have the opportunity to choose which examinees' data will be included in the research database.

(2) Special Research. Should You grant Pearson permission to participated in Specific Data Research, You permit Pearson to contact You each time there is a research study and, if You qualify, You may choose at that time to participate. If you choose to participate, You will receive information about specific research studies when they are being conducted. This data will be used only for research and test development so that future versions of the assessment will have enhanced clinical utility.

13. Data Migration. In the event that You have existing examinee data for the Test(s) on other Pearson platforms, Q-global may permit You to migrate Your data from other Pearson platforms to Q-global. If this migration is permitted by Q- global and elected by You, You agree that You are responsible for complying with Pearson's migration protocol and ensuring Your data's correctness before and after migration.

14. Warranty. Pearson warrants that neither the Test(s) in their standard form nor normal use of the Test(s) or Q-global will infringe any copyrights existing at the time the Test(s) are made available on Q-global, provided, however, that this warranty does not extend to any infringement arising out of the use of Test(s) in combination with systems, equipment data or platforms not supplied by Pearson. If You promptly notify Pearson of any such infringement claim of which You have knowledge or notice, and accord Pearson the right, at its sole option and expense, to handle the defence of the infringement claim, Pearson will indemnify and hold You harmless from and against such infringement claim. If such an infringement claim arises, or if Pearson becomes aware of the possibility of such a claim, then Pearson may, in its discretion (a) furnish You with non-infringing replacement Test(s) within sixty (60) days; or (b) terminate your subscription in whole or in part by repurchasing Your unused Administrations. This is Your exclusive remedy for any breach of this warranty against infringement. **Except as otherwise expressly stated in this clause, Pearson makes no warranties, express or implied, with respect to the Test(s). All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are disclaimed to the maximum extent permitted by law.**

15. Termination for cause. We shall have the right to terminate Your access to Q-global, including all licences, if You breach any of Your obligations under these terms and conditions and fail to cure the same within thirty (30) days after receipt of written notice of default (except that there shall be no cure period for Your breach of Pearson's rights under clause 4 or 7 of these terms and conditions). If Your access is terminated under this clause Pearson will allow you access to Q-global for not more than thirty (30) days from the effective date of termination for the sole purpose of exporting Your data. The provisions of clauses 17 and 18 below shall survive any termination of this Agreement.

16. Dormant Accounts. As long as You have an Active Account (defined below), purchased subtests, report inventory, usages or other digital allocations of assessment measures and support materials will remain accessible and available for Authorised Users of the account. Accounts deemed to be Dormant Accounts (as defined below) will have all data (including client scores, history, etc.) and digital allocations (usages, inventory, manuals, etc.) permanently expunged from the system and rendered no longer retrievable by You or Pearson after Notice (as defined below) has been provided to the account owner named on the account.

In this clause:

An “Active Account” is any account that in the previous twenty four (24) month period has had an Authorized User generate a report and/or conduct an administration or purchase inventory and/or where there is an active scoring subscription licence for any inventory on the account.

A. “Dormant Account” is any account that has not been an Active Account in the last twenty four (24) months.

“Notice” means communication efforts (email or letter) by Pearson with no less than three attempts to contact the You (the “Account Owner”) over a forty five (45) day period after the account is deemed a Dormant Account using the contact information (email and billing address) on file for the account in question informing the account owner that the account should be reactivated or that all client information for all Authorized Users should be downloaded from Q-global prior to a specific date. If Pearson does not receive an appropriate response the data on the account will be permanently deleted and will no longer be available.

17 Indemnification. Except as provided in clause 14 of these terms and conditions, and to the extent permitted by applicable law, You agree to indemnify and hold Pearson harmless against all claims, liabilities, demands, damages, or expenses (including reasonable legal fees and expenses actually incurred) arising out of or in connection with Your use of the Test(s) and/or Your failure to perform Your obligations under these terms and conditions.

18. Liability. Nothing in these terms and conditions purports to limit or exclude Pearson’s liability for death or personal injury caused by its negligence or for fraud. Pearson’s liability for any other loss or damage relating to Q-global and/or the Test(s) or Your use or inability to use the Test(s), regardless of the form of action, shall be limited to the charges paid by You for the Test(s) involved. This is Your exclusive remedy. In no event shall Pearson be liable to You for any claim made against You by any other party or for any claim made by You for lost business or profits, or for indirect, special, incidental or consequential damages, even if Pearson has been advised of the possibility of such claim, loss or damages.

19. General. These terms and conditions shall be governed by, construed, and interpreted in accordance with the laws of England and Wales and together with the ordering documentation for Q-global and any Tests or Administrations constitutes the entire agreement between You and Pearson concerning this matter, and supersedes all discussions, proposals, bids, invitations, orders, and other communications, oral or written, on this subject. Any dispute between You and Pearson shall be brought before the competent courts of England, which shall have exclusive competence to adjudicate such dispute. No person other than a company within the direct or indirect ownership or control of Pearson plc who is not a party to this agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. These terms may not be waived, amended, or modified in any way without the prior written permission of Pearson. If any one or more provisions are found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. To the extent any purchase order from You conflicts with or amends these terms and conditions in any way, these terms and conditions shall prevail.

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