



Purchase Agreement



Date of Order:			Sales / Acct Mgr:		
Customer Organization/Company Name:					
New Customer:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If existing customer, ScoreKeeper URL:		
Authorized Buyer					
Name:			Title:		
City, State, Country:			Telephone:		
Fax:			Email:		
Payment and Billing Information					
Payment method:	<input type="checkbox"/> Purchase Order (invoice) <input type="checkbox"/> Credit Card		Provide PO #:	(attach PO)	
Billing Contact Name:			Billing Contact Title:		
Billing Address:					
City, State:			Zip or Postal Code:		
Country:			Telephone:		
Fax:			Email:		
Account Setup					
Account Owner: Individual who is responsible in institution for testing					
Name:			Title:		
Telephone:			Email:		
Test Manager: Individual(s) who will be administering the tests					
Name:			Title:		
Email:			Number of Tests to be Allocated:		
IT Support: Individual(s) who will be setting up testing computers or telephones – only needed with initial orders					
Name:			Email:		
Order Details					
Product	Delivery Method	Quantity	Unit Price	Item Total	
	Internet		\$	\$	
			ORDER TOTAL	\$	
Notes or supplemental information:					

The person signing this document specifically represents that they have the authority to do so on behalf of the Company named above. They have read and agree to the terms and conditions of this purchase agreement that are listed on the next page.

Date: _____

<type name if submitting electronically>

Email completed form to talentlens@pearson.com

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TERMS AND CONDITIONS OF USE

For the purposes of these Terms and Conditions of Use, the term “Customer” used throughout shall mean any school, University, agency, company or individual, whether public or private, purchasing a license to use Versant tests

1. Acceptance of Terms and Conditions of Use

The purchase of a license for the use of test instruments, related materials, and services covered by these Terms and Conditions of Use are based upon acceptance of the various terms and conditions and adherence to all policies described, which may be modified from time to time. Customers agree to be bound to all terms and conditions effective at the time of order when placing an order for materials, a Purchase Order, a Test Order Form, or by partial or total payment of Pearson's invoice for any tests, materials, or services ordered. No modification or additions to these terms and conditions are binding upon Pearson unless previously agreed to in writing by an authorized representative of Pearson, including but not limited to any terms that may appear on customer purchase orders.

2. Prices; Payment; and Telecommunications Costs

All prices and terms are subject to change without notice and are exclusive of taxes and shipping and handling charges. Customer agrees to accept the credit card billing. Payment is required before Test Identification Numbers (TINs) for the Customer's order are issued. All fees paid by Customer are non-refundable. Customer's TINs shall be valid for one (1) year from the date of purchase. Each TIN can be used by the Customer once. Pearson reserves the right to cancel TINs if Customer's payments are not current, or if Customer does not comply with all applicable laws. When using the tests by telephone, the Customer will have test-takers call into the telephone numbers specified by Pearson. The Customer is responsible for any telecommunications or computer networking costs incurred by the Customer to make such calls.

3. Taxes

If an account is not currently listed as “tax-exempt,” applicable state and local taxes will be added to the invoice. Customers wishing to be listed as “tax-exempt” for future purchases must send a copy of a tax-exempt certificate to: Pearson, attn: Finance, 303 Almaden Blvd., Suite 500, San Jose, CA 95110, USA.

4. Disclaimer of Warranties

ALL TESTS, TEST IDENTIFICATION NUMBERS (“TIN’S”), PRODUCTS, AND SERVICES PROVIDED BY PEARSON ARE PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND AND PEARSON AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PEARSON DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE TESTS, TIN’S OR OTHER MATERIALS IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. CUSTOMER AGREES THAT THE USE OF THE TESTS, TIN’S, OR OTHER MATERIALS PROVIDED BY PEARSON IS AT CUSTOMER’S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PEARSON OR A PEARSON REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO LICENSEE.

5. Confidentiality

Customer acknowledges and agrees the contents of Pearson's tests may constitute trade secrets, which include confidential and proprietary material, information, and procedures. Customer will not sublicense, rent, lend, transfer, lease, resell or otherwise distribute materials, or authorize or allow disclosure of the contents of a test. Customer acknowledges and agrees that the use or disclosure of trade secrets in a manner inconsistent with the provisions of this Agreement may cause Pearson irreparable damage for which remedies other than injunctive relief may be inadequate. Accordingly, Customer agrees that in any request by Pearson to a court of competent jurisdiction for injunctive or other equitable relief seeking to restrain such use or disclosure, Customer will not maintain that such remedy is not appropriate under the circumstances. In addition, Test score information provided by Pearson is for Customer use only and may not be distributed in any form to any person(s) not employed by the Customer, with the exception of the test-taker.

6. Copyright Notice

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7. Limited License

Customer acknowledges and agrees that Customer is purchasing a nonexclusive, nontransferable, revocable, limited license to use the copyrighted material subject to these Terms and Conditions of Use. The purchase of a license for any copyrighted material in no way transfers copyrights or other ownership interests to Customer except for a limited license

hereunder. Additionally, Customer shall not (and shall not permit others to) sublicense, rent, lend, transfer, lease, sell or provide to others the copyrighted material except as otherwise provided by these Terms and Conditions of Use.

If Customer elects to utilize video recording offered as a component of the service, Customer agrees to only utilize the video recording for evaluation of individuals where local laws and regulations allow such video and audio recording. Customer agrees that the collection of audio and video shall be subject to the Versant privacy policy located at <https://www.pearson.com/english/versant/versantprivacynotice.html> ("Versant Privacy Policy") and that Customer agrees to comply with the Versant Privacy Policy in its use of any video and audio recordings provided through the service. Pearson has no obligation to verify the identity of the test-takers.

8. Limitation of Liability

PEARSON SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST BUSINESS, PROFITS, INCOME, OR GRANTS, OR EXPENSES INCURRED BY CUSTOMER AS A RESULT OF DELAYS OR THE LICENSE OF SUBSTITUTE MATERIALS, ARISING OUT OF THIS AGREEMENT AND/OR THE USE OR MISUSE OF, OR INABILITY OF CUSTOMER TO USE, ANY PRODUCTS OR MATERIALS SUPPLIED HEREUNDER, EVEN IF PEARSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO PEARSON HEREUNDER FOR THE APPLICABLE PRODUCTS OR MATERIALS ON WHICH THE CLAIM IS BASED.

9. Indemnity

Customer agrees to defend, indemnify, and hold Pearson and its directors, officers, employees, and agents harmless from and against any claims, demands, losses, damages, causes of actions, and judgments arising out of Customer's use of the Tests, TINs, its use of personal information and video and audio recordings collected for Customer through the service, or its breach of this Agreement.

10. Force Majeure

Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, act of God, war, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party and not due to its fault or negligence.

11. Notices

Any required notices shall be given in writing to the Customer at the most recent contact information provided by Customer to Pearson. Customers agree that Pearson may send notices by electronic mail as an alternative to conventional mail.

12. Publicity

Customer grants Pearson permission to list Customer's name on public customer lists and use Customer's name and logo in marketing materials or press releases that name Pearson customers.

13. Governing Law and Venue

These Terms and Conditions of Use, each transaction entered into in connection with this Terms and Conditions of Use, and all matters arising from or related to these Terms and Conditions of Use (including validity and interpretation) are governed by, construed, and enforced in accordance with the laws of the State of Minnesota, without reference to any conflict of law principles.

14. Limitation of Claims

Customer must bring any action on any claim against Pearson within one (1) year following the date the claim first accrued, or it shall be deemed waived.

15. Export Law Assurance

If the product(s) ordered from Pearson have been rightfully obtained within the United States, Customer agrees and certifies that neither the products nor any technical data received by the Customer from Pearson will be exported outside of the United States, except as authorized by the laws and regulations of the United States.

Pearson Processing Information			
Fulfilled on:	by:	Batch number / SK2:	