



QS ANALYTICS AND DATASETS TERMS

1. Interpretation

The definitions in this clause apply in these QS Analytics and Dataset Terms. Other defined terms shall have the meaning ascribed to them in the QS General Terms and Conditions.

Initial Term: Means the period specified in the Order.

Licence: Means the right granted by QS to the Customer to access (via API or other technical data access methods) the relevant QS Datasets and, where applicable to download the QS Datasets in accordance with these Terms. The Licence is global, irrevocable (during the term of the Order), non-transferable and shall terminate on the date of termination of the Licence.

QS Datasets: Means the specific QS datasets and analytics being licensed to the Customer as defined in the Order.

User: Means the employees, staff or contractors of the Customer who have access to the QS Datasets via the HolonIQ platform or other access methods such as API or other technical data access methods.

2. Renewal Term

- 2.1 The agreement to provide a Licence to the relevant QS Datasets in accordance with the Order shall commence on the Commencement Date and continue for the Initial Term and thereafter will automatically renew on an annual basis unless terminated in accordance with either this clause 2 or with the General QS Terms and Conditions.
- 2.2 The Customer or QS are able to terminate the agreement at the conclusion of the Initial Term or at the conclusion of each subsequent annual renewal thereafter by giving the other party written notice of termination no later than 90 days prior to the end of the Initial Term or subsequent annual renewal as applicable. Such notice of termination will then take effect upon the completion of the Initial Term or at the completion of the subsequent annual renewal as applicable.

3. Licence, Login, Access Management and Acceptable Use

- 3.1 QS grants the Licence to the Customer.
- 3.2 QS provides a master login and password to the Customer which gives access to the QS Datasets using an internet browser, API or other technical data access methods. The number of Users can vary according to the chosen subscription level. For the avoidance of doubt no refunds or repayments of Fees shall be given by QS where the Customer has not used the provided log in or has otherwise not made use of the Licence.
- 3.3 QS shall use commercially reasonable endeavours to make the QS Datasets available, except for: planned maintenance which shall be carried out at times designed to minimise disruption to customers; and unscheduled maintenance which due to its nature may require to be carried out at any time. Where practicable QS will use reasonable endeavours to give the Customer notice in advance of such maintenance.



- 3.4 The Customer can provide access to QS Datasets to several Users but all such access and use must be made in accordance with these Terms.
- 3.5 The Customer shall manage logins using industry standard best practices. Practices such as only allowing access to named Users, not using shared email addresses for access and disabling access if a User's status changes.
- 3.6 The Customer shall use the QS Datasets for internal business use only and shall not use QS Datasets for any other purpose including any commercial purpose. In particular, it may not use QS Datasets on behalf of another academic institution or business, nor for the provision of outsourced services to a third party. The Customer shall not publish or share with any other academic institution or business the contents of or outputs from the QS Datasets. The Customer shall ensure that all Users comply with these requirements.
- 3.7 The Customer agrees that it will not, and shall ensure that the Users do not, at any time do any of the following to QS Datasets: recreate or attempt to recreate; reverse engineer; decode or decompile; nor, permit nor assist any third party to do so. Further the Customer agrees that it will not, and shall ensure that the Users do not, at any time use QS Datasets: in a way prohibited by law; to violate the rights of others; to try to gain unauthorised access to QS Datasets or to disrupt QS Datasets; in a way which could harm QS Datasets or impair anyone else's use of it.
- 3.8 If at any time QS has reason to believe that the use of the QS Datasets by the Customer or a User has or is likely to breach of clause 3.5, 3.6 or 3.7 of these Terms or otherwise constitute an abuse of the Licence or the QS Datasets and/or any commonly accepted standards of use then QS shall be entitled to immediately suspend the Customer's Licence whether in whole or in part and without incurring any liability in doing so until such time as those breaches or threatened breaches or unacceptable use are cured to its satisfaction. The Customer shall be liable for the use made of QS Datasets by the Users and other persons under the Customer's control and shall indemnify QS for any loss or damage caused as a result of such use.

4. Training

Where the Customer has purchased training in the use and interpretation of the QS Datasets this will be available for the number of hours specified in the Order and will be carried out at the date specified in the Order or at such other time as may be mutually agreed in writing between the Customer and QS. For the avoidance of doubt no refunds or repayments of Fees shall be given by QS where the Customer has been offered multiple dates for the training by QS and has either refused those dates or has refused to engage in any dialogue with QS around scheduling of the training.

5. Peer And Subject Selection:

The Customer can, where relevant and available for the specific QS Datasets, make a peer and subject selection using the process prescribed by QS to enhance the Customer's use of QS Datasets. This selection can be updated by the Customer once a year, a minimum of 30 days before the updated QS Dataset is available, using the selection feature provided by QS. Peer and subject selection is not available for all of the QS Datasets.



6. QS Rankings Update:

QS releases updated rankings each year. QS shall use reasonable endeavours to ensure the latest data is available in the QS Datasets but offers no guarantee in this respect.

The Customer accepts and agrees that any absence or delay of any data update does not constitute a material breach of the agreement.

7. Payment Terms

The Customer agrees and understands that QS may change the fees for the QS Datasets with effect from the start of each annual renewal following the Initial Term by giving the Customer at least 120 days' prior written notice.

8. Data Ownership

Customer agrees that all proprietary and Intellectual Property Rights in the QS Datasets and all QS Datasets data, rankings and all other content shall at all times be the property of QS and will be used by the Customer only in accordance with the Licence and these Terms.

9. Consequences of Termination of the Licence

9.1 Customer's and all Users' log ins shall be disabled by QS as at the date of termination of the Licence.

9.2 Customer shall not use outputs from the QS Datasets after the date that the Licence has terminated.

9.3 At the date of termination of the Licence Customer shall delete any copies of downloaded QS Datasets.