

QS Analytics Terms

Description

Last updated: 20th May 2024

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QS Analytics Terms

1. Interpretation

The definitions in this clause apply in these QS Analytics Terms. Other defined terms shall have the meaning ascribed to them in the General Agreement between QS and the Customer and 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 the QS Analytics Service and to use the outputs of the QS Analytics Service 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 QS Analytics Services.

QS Analytics Service: Means the QS analytics hosted service(s) being licensed to the Customer as defined in the Order.

User: Means the employees, staff or contractors of the Customer who use the QS Analytics Service

2. Renewal Term

2.1 The agreement to provide QS Analytics Services 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 Analytics Service using an internet browser. 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 QS Analytics Service.

3.3 The Customer can provide access to the QS Analytics Service to several Users according to the chosen subscription level. The Customer shall notify QS of any changes to Users (or any super user).

3.4 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. The Customer shall access the QS Analytics Service for internal business use only and shall not use the QS Analytics Service for any other purpose including any commercial purpose. In particular, it may not use the QS Analytics Service 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 Analytics Service. The Customer shall ensure that all Users comply with these requirements.

3.5 The Customer agrees that it will not, and shall ensure that the Users do not, at any time do any of the following to the QS Analytics Service: 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 the QS Analytics Service: in a way prohibited by law; to violate the rights of others; to try to gain unauthorised access to the QS Analytics Service or to disrupt the QS Analytics Service; in a way which could harm the QS Analytics Service or impair anyone else's use of it.

3.6 Customer's and all Users' log ins shall be disabled by QS as at the date of termination of the Licence. Customer shall not use outputs from the QS Analytics Service after the Licence has terminated.

3.7 If at any time QS has reason to believe that the use of the QS Analytics Service by the Customer or a User has or is likely to breach of clause 3.4, 3.5 or 3.6 of these Terms or otherwise constitute an abuse of the QS Analytics Service and/or any commonly accepted standards of use then QS shall be entitled to immediately suspend the provision of the QS Analytics Service 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 the QS Analytics Services 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. Peer And Subject Selection:

The Customer can, where available, make a peer and subject selection using the process prescribed by QS to enhance the Customer's use of the QS Analytics Service. This selection can be updated by the Customer once a year, a minimum of 30 days before the new rankings data is available, using the

selection feature provided by QS. Peer and subject selection is not available for the QS student insights tracker.

5. QS Rankings Update:

QS releases updated rankings each year. QS shall use reasonable endeavours to ensure the latest data is available in the QS Analytics Service 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.

6. Payment Terms

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

7. Data Ownership

Customer agrees that all proprietary and Intellectual Property Rights in the QS Analytics Service and all QS Analytics Service 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.

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