HolonIQ by QS Terms

Description

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HolonIQ by QS Terms

1. Interpretation

The definitions in this clause apply in these HolonIQ by QS 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.

Account: means a registered account with the HolonIQ by QS Platform.

Account Plan: means the different types of subscription plans available to the Customer for access to the HolonIQ by QS Platform as updated by QS from time-to-time.

Authorised User: means employees, agents, independent contractors or students of the Customer who are authorised by the Customer to access the Customer's Account on the HolonIQ by QS Platform.

HolonIQ by QS Platform: means the "HolonIQ by QS" market intelligence platform accessible at the Site.

Initial Subscription Term: the initial term as set out in the Order.

Platform Data: means all information, written or visual, provided within the HolonIQ by QS Platform or by QS, including Third Party Data.

Renewal Period: the period described in clause 6.

Subscription Term: has the meaning given in clause 6 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Third Party Data: means any information of a Third Party Data Source that is made available by QS (including and especially via the HolonIQ by QS Platform), including any Research.

Third Party Data Source: means the publisher, provider, supplier or other originator of any Third Party Data provided by QS (including and especially via the HolonIQ by QS Platform).

User: means any Customer or Authorised User.

User Data: means all information, data, documents, comments, posts, feedback and other such materials entered into the HolonIQ by QS Platform by a User or on behalf of a User by any party but does not include derivative data.

Site: means the URL of QS's website providing User login access to the HolonIQ by QS Platform.

2. Using the Platform

2.1 Licence

2.1.1 Subject to the Customer paying the fees and complying with these terms the Customer is granted a limited, non-exclusive, non-transferrable and revocable licence to access and use the HolonIQ by QS Platform, including the Platform Data at its own risk, and solely for the Customerâ??s internal business operations, for the duration of the Subscription Term.

2.1.2 QS may revoke or suspend the Userâ??s licence(s) in its absolute discretion for any reason that it sees fit, including but not limited to for breach of the terms and conditions in these terms by the User.

2.2 Authorised Users

2.2.1 The Customer shall be entitled to select certain Authorised Users under its Account, subject to any restriction on the number of Authorised Users agreed between the parties in the Order or otherwise in writing.

2.2.2 Upon written request of the Customer and provided any limitation on the number of included Authorised Users is not exceeded, QS will authorise the registration of the new Authorised User to access the Customerâ??s Account subject to:

(a) The Customer providing necessary personal details for the Authorised User as requested by QS, including (without limitation) full name and email address; and

(b) The Customer will not allow or suffer any login to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the HolonIQ by QS Platform;

(c) The Authorised User registering with the HolonIQ by QS Platform and accepting these terms.

2.2.3 For the avoidance of doubt, QS manages Authorised Users on behalf of the Customer as instructed from time-to-time, including the appointment and removal of an Authorised User.

3. Platform Data

3.1 the Platform Data is substantially generated by proprietary machine learning and natural language processing technology using a combination of proprietary, public and Third Party Data Sources. QS does not warrant the accuracy, completeness or currency of the Platform Data and to the fullest extent possible under law, QS disclaims any liability for the use of or reliance upon any the Platform Data by

the User. For avoidance of doubt, QS is not a guarantor of any the Platform Data and shall not be held liable as such.

3.2 Selected Platform Data will be available for direct download by the User via the HolonIQ by QS Platform as determined by QS, subject to any download restrictions agreed by the parties in the Account Plan or otherwise mutually agreed upon by QS and the User.

3.3 The use of the Platform Data may be further increased or restricted under any agreement between the Customer and QS, which shall apply to each Authorised User.

4. User Data

4.1 QS assumes, without limitation, no liability for the content of User Data.

4.2 The User is responsible for the accuracy, quality and legality of any content uploaded to the HolonIQ by QS Platform, and the Userâ??s acquisition of same.

4.3 The User is liable for any negligently, intentionally or recklessly erroneous, corrupted or false data uploaded to the HolonIQ by QS Platform and shall indemnify QS for any loss, damage, cost or expense that QS may suffer or incur as a result of or in connection with that data, including to other Users.

4.4 Software-as-a-Service

4.4.1 The User agrees and accepts that the HolonIQ by QS Platform is owned and controlled by QS and shall only be (i) maintained by QS, (ii) accessed using the internet or other connection to QS servers, (iii) not installed â??locallyâ?? from the Userâ??s systems, and (iv) managed and supported exclusively by QS from the QS servers with no â??back-endâ?? access to the HolonIQ by QS Platform available to the User.

4.4.2 As a hosted and managed service, QS reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the HolonIQ by QS Platform in any way QS sees fit.

4.5 Support

4.5.1 QS provides online support for the User via QSâ??s â??Help Siteâ?•:

https://help.holoniq.com/en/articles/4786053-customer-support.

4.5.2 The User should notify QS of any difficulties or problems they may experience with the HolonIQ by QS Platform as soon as practicable.

4.5.3 The QS reserves the right to require the payment of reasonable Fees for support requests that extend beyond those agreed on in the Account Plan prior to the provision of such support.

4.5.4 The User shall receive support by QS as outlined in the Userâ??s Account Plan. QS is not required to provide support beyond the scope of the Account Plan. QS shall provide additional support if the User and QS mutually agree on a case-by-case basis.

4.5.5 How the User uses the HolonIQ by QS Platform, the Platform Data or QSâ??s support is at the Userâ??s discretion and risk. The User shall not hold QS liable for any losses arising out of the Userâ??s use of the HolonIQ by QS Platform, the Platform Data or QSâ??s support. The QS serves the User solely by generating data via advanced technology based on public, private and Third-Party Sources and is not a guarantor of either the generated or underlying source data. For avoidance of doubt, QSâ??s services shall not be perceived as, without limitation, advice or recommendations.

4.6 Acceptable Use & Availability

4.6.1 The User agrees that it shall (i) only use the HolonIQ by QS Platform or the Platform Data in accordance with applicable law and regulations and (ii) not use the HolonIQ by QS Platform or the Platform Data to engage in any conduct that breaches applicable law and regulations.

4.6.2 The User shall not upload material on the HolonIQ by QS Platform that is, but is not limited to, (i) harmful, (ii) demeaning, (iii) violent, (iv) slanderous (v) inappropriate or (vi) offensive. QS reserves the right, without liability or prejudice to its other rights to disable the Customerâ??s access to any material that breaches the provisions of this clause.

4.6.3 The User is solely responsible for the security of its names, usernames and password for access to the HolonIQ by QS Platform. The User shall notify QS as soon as it becomes aware of any unauthorised access to its Account.

4.6.4 Users shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:

> (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the HolonIQ by QS Platform (as applicable) in any form or media or by any means; or
> (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the HolonIQ by QS Platform; or

(b) access all or any part of the HolonIQ by QS Platform in order to build a product or service which competes with the HolonIQ by QS Platform; or

(c) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the HolonIQ by QS Platform available to any third party except the Authorised Users, or

(d) attempt to obtain, or assist third parties in obtaining, access to the HolonIQ by QS Platform, other than as provided under these terms; or

(e) introduce or permit the introduction of, any virus or vulnerability into QSâ??s network and

information systems.

4.6.5 The Customer shall use all reasonable endeavors to prevent any unauthorised access to, or use of, the HolonIQ by QS Platform and, in the event of any such unauthorised access or use, promptly notify QS.

4.6.6 The User agrees that QS shall make commercially reasonable efforts to provide access to the HolonIQ by QS Platform, however:

(a) Access to the HolonIQ by QS Platform may be prevented by issues outside of QSâ??s control; and

(b) QS accepts no responsibility for ongoing access to the HolonIQ by QS Platform but shall take reasonable measures to correct or cure any defect preventing access to the HolonIQ by QS Platform within a reasonable time, if within the reasonable control of QS.

4.7 Privacy

4.7.1 It is the Userâ??s responsibility to meet the obligations of applicable law and regulations around privacy and use of personal data by implementing a privacy policy in accordance with such law and regulations.

4.7.1 The HolonIQ by QS Platform may use cookies (a small electronic file) to improve a Userâ??s experience while browsing, while also sending browsing information back to QS. The User may manage how it handles cookies in its own browser settings.

4.7.2 QS may use the Userâ??s names, usernames and email addresses solely to enhance the Userâ??s experience on the HolonIQ by QS Platform, including developmental, statistical and analytical purposes.

4.8 Data

4.8.1 Security:Â QS takes the security of the HolonIQ by QS Platform and the privacy of its Users very seriously. The User agrees that the User shall not do anything to prejudice the security or privacy of QSâ??s systems or the information on them.

4.8.2 Transmission:Â QS shall make commercially reasonable efforts to ensure that the transmission of data occurs according to accepted industry standards and the Privacy Policy. It is up to the User to ensure that any transmission standards meet the Userâ??s operating and legal requirements.

4.9 Intellectual Property

4.9.1 Without the written consent of QS, the User shall not reference QS and/or the HolonIQ by QS Platform in any promotional material.

4.9.2 Proprietary Information. QS may use software and other proprietary systems and Intellectual Property for which QS has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws and regulations, both domestically and internationally. The User agrees that it shall not infringe on any third-party rights through the use of the HolonIQ by QS Platform or the Platform Data, in particular those rights of a Third-Party Data

Source.

4.9.3 Content. All content (excluding User Data) submitted to QS, whether via the HolonIQ by QS Platform or directly by other means, becomes and remains the Intellectual Property of QS, including, without limitation, any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to the HolonIQ by QS Platform.

4.10 Third Party Dependencies

The User agrees and acknowledges that the HolonIQ by QS Platform has third party dependencies which may affect its availability, including, without limitation, Third Party Data Sources, internet service providers and hosting services and that QS has no means of controlling the availability of such dependencies and shall not be liable for any interruptions to such.

5 Charges and payment

QS shall be entitled to increase the Fees payable in respect of the HolonIQ by QS Platform at the start of each Renewal Period upon 60 daysâ?? prior notice to the Customer and the Order shall be deemed to have been amended accordingly.

6 Term and termination

6.1 Automatic Renewal: This agreement shall, unless otherwise terminated as provided in this clause or in the General QS Terms and Conditions, continue for the Initial Subscription Term and, thereafter shall be automatically renewed for successive periods of 12 months (each a Renewal Period), unless either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period. The Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term.

6.2 Effect of termination on termination for any reason:

(a) all licences granted under this agreement shall immediately terminate and the Customer and all Users shall immediately cease all use of the HolonIQ by QS Platform; and

(b) QS may destroy or otherwise dispose of any of the Customer Data in its possession.

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