

DATUM  
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ONDERWERP  
Insight On-Premise Voorwaarden Stratech

## Artikel 1. Toepasselijkheid Insight On-Premise Voorwaarden Stratech

Deze Insight On-Premise Voorwaarden Stratech zijn, naast de Algemene Voorwaarden Stratech en de Softwarevoorwaarden Stratech van toepassing op alle offertes en opdrachtbevestigingen van, en overeenkomsten met Stratech Holding bv, gevestigd aan het Pantheon 15 te Enschede, alsmede alle werkmaatschappen van Stratech Holding bv, hierna gezamenlijk te noemen Stratech, betreffende het gebruik van Stratech Insight On-Premise.

## Artikel 2. Stratech Insight On-Premise

Voor het gebruik van Stratech Insight On-Premise geldt dat Stratech Insight On-Premise gebruik maakt van software van QlikTech Netherlands B.V. (hierna: Qlik) en daardoor gebonden is aan de gebruiksvoorwaarden van Qlik (hierna: Gebruiksvoorwaarden Qlik), welke onlosmakelijk deel uitmaken van deze Insight On-Premise Voorwaarden Stratech en welke als [Bijlage 1](#) zijn gehecht aan deze Insight On-Premise Voorwaarden Stratech. Opdrachtgever verklaart in te stemmen met de toepasselijkheid van de Gebruiksvoorwaarden Qlik. Het gebruiksrecht van Stratech Insight On-Premise eindigt in alle gevallen op het moment dat de overeenkomst voor het gebruik van Stratech Insight On-Premise (om welke reden ook, waaronder begrepen het eindigen van de overeenkomst tussen Stratech en Qlik) eindigt.

## Artikel 3. Wijzigingen

1. Voor bestaande overeenkomsten (zijnde de overeenkomsten met opdrachtgever die ten tijde van het van kracht worden van deze Insight On-Premise Voorwaarden Stratech van kracht zijn) vervangen deze Insight On-Premise Voorwaarden Stratech eerdere voorwaarden van Stratech, te weten:
  - Voorwaarden Stratech Insight On-Premise.
2. Specifieke afspraken in de bestaande overeenkomst tussen Stratech en opdrachtgever welke betrekking hebben op de eerdere voorwaarden zoals genoemd in lid 1 blijven van toepassing.

Deze Insight On-Premise Voorwaarden Stratech zijn ter hand gesteld aan opdrachtgever voorafgaand aan of ten tijde van het sluiten van de overeenkomst waarop deze Insight On-Premise Voorwaarden Stratech van toepassing zijn. De voorwaarden zijn ook na te lezen en te downloaden op de website van Stratech: [www.stratech.nl](http://www.stratech.nl).

Deze Insight On-Premise Voorwaarden Stratech zijn gedeponereerd bij de Rechtbank Overijssel, locatie Almelo op 10-03-2023 onder nummer 6/2023.

## Bijlage 1: Gebruiksvoorwaarden Qlik<sup>1</sup>

- 1.1 Customer acknowledges that Stratech Insight as part of Stratech Perspectief (“OEM Product”) contains or incorporates proprietary software owned by Qlik and its affiliates (“Qlik Products”). Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the OEM Product. Customer has no license or any other right to the Qlik Products, and may under no circumstances whatsoever use the Qlik Products independently or separated from the OEM Product. Qlik and its affiliates are third party beneficiaries of this user agreement (“UA”) and may enforce the applicable terms and conditions of this UA.
- 2.1 Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this UA. Customer shall not, directly or indirectly: (i) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (ii) transfer to any person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; (iii) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (iv) use the Qlik Products in any manner not authorized by this UA.
- 3.1 Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service, marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.
- 4.1 Customer agrees to (i) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer’s use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (ii) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Partner, Qlik or their respective affiliates shall have any obligation of liability with respect thereto.
- 5.1 Individual software components, each of which has its own copyright and its own applicable license conditions (“Third Party Software”) may be distributed, embedded, or bundled with the Qlik Products. Such Third Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third Party Software.
- 6.1 This UA, and Customer’s rights to access/use the Qlik Products, shall be immediately terminated upon Customer’s breach of any of the terms of this UA.
- 7.1 The data to be used is restricted to the data managed by the OEM Product.
- 8.1 Partner grants the Customer a non-exclusive, non-transferable, revocable and non-assignable license to use each Qlik Product only in accordance with the terms of this UA.

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<sup>1</sup> Met Customer wordt Opdrachtgever bedoeld, met Partner wordt Stratech bedoeld.

9.1 The Customer shall ensure that (i) any copy of the Qlik Product is produced only in accordance with the terms of the UA and for the Customer's own benefit, (ii) any such copy is clearly marked subject to copyright and confidentiality restrictions, and (iii) a written list is maintained of the number of copies and place of storage. The Customer shall discontinue use and destroy or return all copies of the Qlik Products upon termination of the UA. Further, the Partner shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of the UA.

10.1 If Customer engages a Third Party Hosting Provider to host the OEM Product on Customer's behalf, Customer shall be responsible for such Third Party Hosting Provider's compliance with these terms. Further, such Third Party Hosting Provider shall be restricted to hosting the OEM Product only on Customer's behalf and may not use the OEM Product for any other purpose.