



IHS Data and Software Terms And Conditions for University Programs

Following are the IHS Data and Software Terms and Conditions for licensing the Products and by accessing the Products Client accepts and agrees to be bound by these terms.

1. DEFINITIONS.

1.1 "Affiliate" means any legal entity which controls, is controlled by, or is under common control of either party (ownership of more than 50% of assets or stock with control over day-to-day operations). If Client's Affiliates are permitted to use the Products, such permission will be granted in the applicable Order Form. A Client Affiliate may license or procure Products from IHS and/or its Affiliates if the Client Affiliate executes the applicable Order Form, which will be treated as an independent contract between IHS and/or its Affiliates and Client Affiliate.

1.2 "Agreement" means these General Terms and Conditions, the attached or incorporated Exhibit(s), and the applicable Order Forms.

1.3 "Client Information" means any confidential or proprietary information or data provided by Client to IHS to enable IHS to perform its obligations under the Agreement.

1.4 "Confidential Information" means: (a) IHS Property; (b) Client Information; (c) the terms of the Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.6 "Documentation" means the material, user guides, and manuals provided by IHS to Client for use with a Product.

1.7 "Exhibit(s)" means the Exhibit which contains the terms or conditions specific to the Products.

1.8 "Expenses" means the reasonable and documented expenses incurred by IHS to provide Products to Client, including hotel, meal, and travel costs.

1.9 "Fees" means the money owed to IHS for Products provided in the Order Form. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client.

1.10 "IHS Property" means: (a) the business process, management and analytics technologies of IHS, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, Products and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.11 "Order Form" means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions.

1.12 "Product(s)" means all information or software provided by IHS and/or its third party providers to Client under an Order Form which may be accessed electronically or delivered/received in physical format. Products also include any web tools, search engines, or software provided by IHS that can be used by Client when accessing Products. IHS reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to the Client.

1.15 "Taxes" means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of IHS. Client must submit applicable documentation to receive tax exempt status.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 IHS will invoice Client for all Fees and Expenses due under any Order Form, and Client will pay the Fees and Expenses in the currency specified in the Order Form and. Except as otherwise stated in this Agreement, Fees for Products are nonrefundable.

2.2 Client will pay IHS the Fees and Expenses set forth in an Order Form within 30 days from date of an invoice issued to Client by IHS. IHS may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, and/or (b) discontinue the provision of Products if payment is not received when due. Client has no right of set-off.

2.3 Delivery of Products is deemed to occur and risk of loss passes upon delivery or when IHS provides access codes to Client that allow Client to access or to take immediate possession of Product.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 IHS or its third party providers owns all IHS Property, and Client owns all Client Information. Client may provide suggestions/feedback which IHS may use without any obligation to Client so long as such suggestions/feedback do not include Client Information.

3.2 Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

4. CONFIDENTIAL INFORMATION.

4.1 Each Party ("Discloser") may disclose Confidential Information to the other Party ("Recipient"). Recipient will protect Discloser's Confidential Information, using the same degree of care it uses to protect its own information of like nature, but no less than a reasonable degree of care. Recipient will use Discloser's Confidential Information internally solely as necessary to perform its obligations under the Agreement or as may be agreed upon in writing by Discloser. Recipient will disclose Confidential Information only to those employees who have a need to know for Recipient to perform its obligations under the Agreement and who are subject to binding use and disclosure restrictions at least as protective as those described in the Agreement.

4.2 Confidential Information does not include information that: (a) is now or subsequently becomes public knowledge through no breach on the part of Recipient; (b) Recipient can demonstrate was rightfully in its possession before receipt from Discloser; (c) Recipient independently develops without using any Confidential Information; or (d) Recipient obtains from a third Party without breach of a confidentiality obligation.

4.3 Recipient may disclose Discloser's Confidential Information pursuant to a valid order or requirement of a court or government agency if Recipient gives prompt written notice

to Discloser to give Discloser the opportunity to prevent disclosure or protect Discloser Confidential Information.

4.4 Upon any expiration or termination of this Agreement or an Order Form, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement, Order Form, as applicable.

5. INDEMNIFICATION.

5.1 By IHS.

5.1.1 Except as otherwise specifically set forth in an Order Form, IHS will indemnify, defend, and hold harmless Client for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Products infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Client's locations as licensed under an Order Form ("Infringement Claim").

5.1.2 IHS will have no liability under this Section 5.1 for any Infringement Claim arising from: (a) failure to use Products in accordance with the Agreement, (b) the modification of a Product not specifically authorized in writing by IHS; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation; (d) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of the Client.

5.1.3 If Products are held or are believed by IHS to infringe, IHS may choose, at its sole expense, (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Product(s); (i) in case of provision of subscription Products, prorated from the date of the Infringement Claim; or (ii) in case of provision of software Products, based upon a five year depreciation schedule. This Section 5.1 states the entire liability of IHS and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

5.2 By Client.

5.2.1 Client will indemnify, defend and hold harmless IHS for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Client Information used by IHS in accordance with the terms and conditions of the Agreement infringes or misappropriates any third party intellectual property rights including any patent, copyright, trademark, or trade secret. If Client Information is held or is reasonably believed by IHS to infringe, IHS will cease using such Client Information and will not be liable to Client for any breach or failure to perform under the Agreement for which the Client Information was provided.

5.3 Mutual Indemnification: Each Party will indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or willful misconduct on either party's premises.

5.4 Indemnification Procedure. The indemnification obligations of each Party under this Section 5, are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

6. LIMITATION OF LIABILITY.

6.1 NEITHER IHS, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING: (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

6.2 Except for each party's indemnification obligations under Section(s) 5.1 or 5.2, the maximum liability of IHS, its third party providers, and/or the Client to the other Party for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed: (a) in the case of Products, the Fees paid by Client in the prior 12 months for the defective Products that are the subject of the claim.

6.3 The limitations of liability in this Section 6. will not apply to the liability of either Party for: (a) damages related to death or personal injury arising out of the gross negligence or willful misconduct of the other Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the other Party; or (c) to claims or loss(es) based upon breaches of a Party's License/Authorized Use or intellectual property rights by the other Party.

7. TERM AND TERMINATION.

7.1 This Agreement will have an initial term that runs for 3 years from the Effective Date. Upon expiration of the initial term, this Agreement will automatically renew for additional one-year terms unless either Party gives written notice to the other Party of its election to terminate at least 90 days before the end of the initial term or any renewal term. **The term of a Product license will be set forth in the applicable Order Form.**

7.2 Either Party may terminate this Agreement, or licenses granted under an Order Form if: (a) the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or (b) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

7.3 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products. Upon the termination of this Agreement,

or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

7.4 Upon any expiration or other termination of an Order Form, all licenses granted under same immediately will terminate. All terms and conditions of the Agreement will continue to apply to any Order Forms that have not been so terminated.

8. ANTI-CORRUPTION AND EXPORT CONTROL.

Both Parties shall (i) comply with all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products provided by IHS under this Agreement. Failure to comply with all applicable anti-corruption or export laws will be deemed a material breach of the Agreement.

9. U.S. GOVERNMENT USE.

The following is a notice to Client as well as to any potential third party recipients of the Products:

The Products provided hereunder: (a) were developed at private expense and are IHS proprietary information; (b) were not developed with government funds; (c) are an IHS trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Products, used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Products used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is IHS.

10. MISCELLANEOUS.

10.1 Independent Contractors. The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties.

10.2 Entire Agreement. This Agreement and any attached Exhibits, Order Forms, set forth the entire agreement between the Parties and supersede any and all prior proposals or agreements, written or oral, of the Parties with respect to the subject matter of the Agreement. The order of precedence is: (i) any Purchase Order or Order Form executed by both Parties; (ii) the Exhibit to which the Order Form attaches and applies (iii) the General Terms and Conditions and any amendments hereto. Nothing contained in any Client-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will in any way modify or add any additional terms or conditions to this Agreement. Such Client-issued purchase orders is for Client's internal administrative purposes only, and is not binding on either party, even if acknowledged, executed, or processed on request of Client.

10.3 Modification. The Parties may not modify, alter, or amend this Agreement, except by written instrument duly executed by authorized representatives of both Parties.

10.4 Waiver. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time.

10.5 Assignment. Client may not assign this Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of IHS, which consent will not be unreasonably conditioned, withheld, or delayed. Any requested assignment: (a) to a direct competitor of IHS; (b) that would interfere with performance of obligations under this Agreement; or (c) that changes the scope of the usage or the intent contemplated by the Parties under this Agreement, is deemed unreasonable. Any assignment or transfer in violation of this provision is void.

10.6 Binding on Successors. This Agreement is binding on the Parties, their successors, and assigns. IHS reserves the right to subcontract any or all of its obligations under this Agreement to subcontractors of its choosing.

10.7 Choice of Law. This Agreement will be construed under the laws of State of New York, without regard to its conflicts of law principles and each Party hereby submits to the exclusive jurisdiction of New York Courts. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

10.8 Force Majeure. Either Party may be excused from the performance of any obligation under this Agreement, due to any act or condition whatsoever beyond the reasonable control of such Party, including, acts of God, acts of terrorism, acts of nature, acts of government, internet outages, fires, floods, wars, or other catastrophes, labor disturbances, freight embargos; or delays of a supplier or subcontractor due to such causes.

10.9 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect.

10.10 Notice. All notices under this Agreement must be in writing and delivered by commercially established courier service; facsimile with written confirmation of delivery; email with written confirmation of delivery; or via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement; or at such other addresses as the Parties designate in writing from time to time. Notices are deemed delivered when received by any of the above means. Any legal notices must also be copied to "Attention: IHS Legal Department, General Counsel."

10.11 Publicity. IHS may use Client's name and logo in compiling a list of IHS' Clients. Any additional publicity concerning a Party will require the other Party's prior written consent.

10.12 Limitation Period. Unless otherwise specified herein, any cause of action arising under this Agreement must be filed in a court of competent jurisdiction within two (2) years of the date such cause of action accrued, or the date the complaining Party should have reasonably discovered the existence of such cause of action, whichever is later.

10.13 Survival. The terms and conditions of this Agreement (including Section(s) 4, 5, and 6), will survive the expiration or other termination to the fullest extent necessary for their

enforcement and for the realization of the benefit by the Party in whose favor they operate.

10.14 Third Party Rights. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to this Agreement.

10.15 Authorized Execution. Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement.

10.16 Execution in Counterparts. This Agreement, may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

10.17 Electronic Signatures. Each Party consents to the other Party's use of electronic signatures on this Agreement and/or any Exhibit, Order Form attached or appended hereto. Neither party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

End of General Terms and Conditions

EXHIBIT A –DATA PRODUCTS

1. FEES.

1.1 The Client will pay IHS the Fees in advance for licensing the Products specified in any Order Form. All Fees are nonrefundable. Unless otherwise agreed in the Order Form, IHS reserves the right to modify the Fees after the initial 12 month subscription period by providing at least 45 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

1.2 Unless Client is: (a) in material breach of the Agreement or (b) has licensed Products under a One-Time License, the Products ordered by Client on a term basis under this Exhibit will automatically renew for successive 12 month renewal terms, unless either Party provides the other Party with written notice of its intent not to renew at least 30 days before the end of the initial or any renewal term. IHS specifically reserves the right to terminate any Product if IHS no longer has the necessary right from any third party to license or distribute the Product.

2. LICENSE/AUTHORIZED USE.

2.1 LICENSE TYPES

2.1.1 “Authorized User(s)” means employees of Client who must access a Product solely to help Client use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users (and the Authorized Users of its Affiliates) if Client has licensed the Products on behalf of its Affiliates) and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Product.

2.1.2 “Enterprise-Wide License” means a type of license that – unless otherwise specified in the Order Form – grants Client the right to allow an unlimited number of Authorized Users to access the Product throughout Client’s locations. An Enterprise-Wide License does not include Client Affiliates, unless the Order Form specifically extends the Enterprise-Wide License to Client Affiliates.

2.1.3 “One-Time License” means a type of license that allows Client to access a single delivery (in any format offered by IHS) of a Product and is not based on an ongoing subscription.

2.1.4 “Site License” means a type of license that only allows Client to access the Product from the location(s) listed in the Order Form. Proxy or community access from locations not listed in the Order Form is strictly prohibited.

2.1.5 “User License” means a type of license that only allows the number of Authorized Users specified in the Order Form to access the Product.

2.1.6 “Internal Use” means that Authorized Users may use the Product only for Client’s internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.

2.2 AUTHORIZED USE

2.2.1 License Grant. Subject to the terms and conditions of the Agreement, IHS grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in Section 7 of the General Terms). Client may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license grant, including: (a) the license type (e.g. Enterprise-

Wide, Site, or User), (b) the license term (e.g. perpetual/One-Time or term/subscription), and (c) the Product(s) being licensed.

2.2.2 Creation of Works from the Product. Client may create reports or presentations (collectively “Work”) using information from the Product provided such Work is for Client’s Internal Use only. Nothing in this section will operate so as to vest in Client any proprietary rights in any Products or portions of Work in any way derived from Products.

2.2.2.1 Amount of Product in Works. Client undertakes: (i) that the information from the Product used in the Work will be insubstantial and de minimis in nature and will not be primarily a copy of the Product; and (ii) not to create Work that uses a portion of the Product that could reasonably be considered substantial.

2.2.2.2 Work Not to be Commercialized. Client must never use Work: 1) to produce a commercial product or service, or 2) directly for revenue generating purposes.

2.2.2.3 Citing IHS in Work. In Work, Client will represent IHS or its third party provider as the source of the Product information in the following form: “Includes content supplied by [NAME OF IHS COMPANY or its third party provider]; Copyright © [NAME OF IHS COMPANY or its third party provider], [publication year]. All rights reserved”.

2.2.2.4 Use of Work at End of Term or Termination. Upon termination or expiry of this Agreement and/or Order Form, subject to payment of the applicable Fees, and subject to Client’s continued compliance with the Agreement; IHS at its sole discretion may consent to permit Client to continue to access Work created by Client.

2.2.3 Other Copying and Distribution. *Except as specifically authorized in Section 2.2.2 or the applicable Order Form*, Client may not copy, distribute, publish, republish, scan, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, or otherwise reproduce, disclose or make available to others, or create derivative works from the Product or any portion thereof. Client may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.

2.2.4 Protection of IHS Intellectual Property. Client agrees to take commercially reasonable actions on a day to day basis to assist IHS in the protection of its and its third party providers’ intellectual property.

2.2.5 Effect of Term or Termination. Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except as otherwise specified on an Order Form, Client represents and warrants that - upon any expiration or termination of this Agreement or an Order Form, as applicable, - Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.

3. WARRANTIES.

3.1. IHS Data Products. Any Product provided by IHS under this Exhibit is provided "AS IS." Product(s) are compiled from materials furnished to or obtained by IHS from outside sources. IHS does not warrant the completeness or accuracy of the information, that Client's use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Client's requirements.

3.2 Disclaimer. IHS AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

4. AUDIT.

Upon reasonable notice by IHS to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and 1 year thereafter, IHS may audit relevant records (e.g. records related to Client's use of Products) at Client's location during normal business hours to enable IHS to ensure Client's compliance with this Exhibit.

5. ENABLING SOFTWARE.

If the Products licensed under this Exhibit are provided along with any web tool, search engine or software in order to

access the Products ("Enabling Software"), Client agrees to use the Enabling Software only for purpose of accessing the Products and subject to the restrictions as set forth herein.

6. SECURITY MEASURES.

6.1 IHS reserves the right to employ security measures to monitor usage of the Products to ensure Client's compliance with the Agreement so long as these security measures are not prohibited by law. Any attempt to circumvent such access restrictions or IHS security measures will be considered a material breach of this Exhibit.

6.2 For certain Products, IHS will issue to Client a password to access the Products, which Client acknowledges is only for Client's and its Authorized Users' use and may not be shared with anyone else. Client is solely responsible for all use, authorized or unauthorized, of Products (including use by Authorized Users). Client must notify IHS immediately of any unauthorized use of Products and/or passwords.

7. PHYSICAL DELIVERY.

Products which are shipped physically shall be delivered within an estimated and reasonable timeframe and time is not of the essence. IHS shall not be liable for any delay in the delivery of Products that are shipped physically. Unless otherwise agreed by the parties, packing and carriage charges are not included in the Fees for Products which are shipped physically and will be charged separately.

EXHIBIT B –SOFTWARE PRODUCTS

1. DEFINITIONS.

1.1 "Error" means a failure of the Product to operate or to function as set forth in the Documentation or in an Order Form.

1.2 "Maintenance" means the services described in Section 5, below.

1.3 "Support Hours" means the times listed in the Documentation, exclusive of weekends and IHS holidays.

1.4 "Update" means an error correction, patch, bug fix, minor modification, or new release of the Products that is generally made available to purchasers of Maintenance at no additional charge. Updates do not include any major modifications, options, or future products for which IHS, in its sole discretion, determines to license separately and charge a separate Fee.

2. FEES.

2.1 The Client must pay IHS the Fees in advance for licensing the Products and Maintenance, if applicable, as described in any Order Form. All Fees are nonrefundable. Unless otherwise agreed in the Order Form, IHS reserves the right to modify the Fees after the initial 12 month subscription or Maintenance period by providing at least 45 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

2.2 Unless Client is in material breach of the Agreement, the Products or Maintenance ordered by Client on a term basis under this Exhibit will automatically renew for successive 12 month renewal terms, unless either Party provides the other

Party with written notice of its intent not to renew at least 30 days before the end of the initial or any renewal term.

3. LICENSE/AUTHORIZED USE.

3.1 LICENSE TYPES

3.1.1 "Authorized User(s)" means employees of Client who must access a Product solely to help Client use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users (and the Authorized Users of its Affiliates if Client has licensed the Products on behalf of its Affiliates) and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Product.

3.1.2 "Enterprise-Wide License" means a type of license that – unless otherwise specified in the Order Form – grants Client the right to allow an unlimited number of Authorized Users to access the Product throughout Client's locations. An Enterprise-Wide License does not include Client Affiliates, unless the Order Form specifically extends the Enterprise Wide License to Client Affiliates.

3.1.3 "Site License" means a type of license that only allows Client to access the Product from the locations listed in the Order Form. Proxy or community access from locations not listed in the Order Form is strictly prohibited.

3.1.4 "User License" means a type of license that only allows the number of Authorized Users specified in the Order Form to access the Product.

3.1.5 "Internal Use" means that Authorized Users may use the Product only for Client's internal business purposes.

Except as otherwise specified on an Order Form, Products are not licensed for external use.

3.2 Authorized Use

3.2.1 License Grant. Subject to the terms and conditions of the Agreement, IHS grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in Section 7 of the General Terms). Client may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license being purchased, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual or term), and (c) the Product(s) being licensed.

3.2.2 Product Not to be Reverse Engineered. Client must not reverse engineer, disassemble, decompile, create derivative works, or otherwise alter or modify Products provided hereunder.

3.2.2 Product Not to be Commercialized. Except as may be expressly authorized in this Agreement, Client may not transfer, sublicense, relicense or commercially exploit Products; or use Products for third party transactions, commercial time-sharing, rental, or service bureau use; or publicly perform or publicly display Products; or otherwise reproduce, directly or indirectly, Products in whole or in part, or any related materials.

3.2.3 Protection of IHS Intellectual Property. Client must take all reasonable steps to ensure that no unauthorized persons have access to a Product and that all authorized persons having access to the Product will refrain from any disclosure, duplication or reproduction.

3.2.4 De-Installation of Products. Should Client replace any of its computers containing an installed Product, Client will remove the Product, along with any hardware or data furnished to Client by IHS in connection with the installation of the Product, from such computer, so that no subsequent user may possess or have access to the Product.

3.2.5 Effect of Term or Termination. Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except as otherwise specified on an Order Form, Client represents and warrants that - upon any expiration or termination of this Agreement or an Order Form, as applicable, - Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.

3.2.6 Effect on Assignment. In accordance with Section 10.5 of the General Agreement, if IHS grants Client the right to assignment, Client acknowledges Fees may be payable upon grant of assignment.

4. WARRANTIES.

4.1 IHS Software Products. IHS warrants that any Products provided by IHS under this Exhibit will comply with all material specifications set forth in the Order Form or the Documentation accompanying the Product for a period of 90 days from date of delivery, if Client is to install, or 90 days from date of installation, if IHS is to install. IHS warrants that such Product does not contain known viruses, bugs, or lock-

out capabilities, unless expressly set forth in the Order Form. Upon receiving specific written notice from Client of a warranty issue, IHS may ask Client to help reproduce operating conditions similar to those present when Client detected the warranty issue. Client's sole and exclusive remedy for any breach of this warranty is for IHS, in the following order of priority, to: (a) use commercially reasonable efforts to correct such failure within 30 days of receipt of written notice from Client; or (b) terminate the Order Form for the defective portion of the Product(s) and refund the Fees paid by Client for the defective portion.

4.2 Disclaimer. Other than the express warranties described in Section 4.1 of this Exhibit, IHS AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

5. MAINTENANCE AND SUPPORT.

5.1 Maintenance. IHS will provide Client with Maintenance as described in this Section 5 for those Products that receive Maintenance services. Not all IHS Software Products receive Maintenance services. The Order Form will include any exceptions. Maintenance will be performed in a timely and professional manner by qualified maintenance technicians familiar with the Product and its operation.

5.2 Help-Desk for Software Products under Maintenance. IHS will provide reasonable quantities of telephone or on-line Maintenance during Support Hours and in accordance with Documentation in force from time to time.

5.3 Error Reporting.

5.3.1 By Client. If Client desires Maintenance, Client must contact IHS' help desk by phone or e-mail, the number or address specified in the Order Form or Documentation in force, as applicable.

5.3.2 Error Reproduction. After Client reports a suspected Error, IHS will consult with Client to determine the severity of the Error. IHS may ask Client to help reproduce operating conditions similar to those present when Client detected such Error. Assistance may include copies of input, output, and database dumps.

5.4. As part of Maintenance, IHS will provide additions, modifications, and/or corrections on a commercially reasonable basis or as mutually agreed.

5.5 Updates. IHS will provide Updates to Client as part of Maintenance when IHS makes such Updates generally available to its customers.

5.6 Continuing Support. IHS will provide Maintenance for the current version and one prior version of the Product only.

5.7 Limitations of Support. IHS will have no obligation to maintain: (a) a Product modified or damaged by a party other than IHS or any portion of a Product incorporated with or into other software; (b) problems caused by Client's negligence, abuse or misapplication, its use of the Product other than as specified in the Documentation, or other causes beyond the control of IHS; or (c) problems caused by hardware or software not supported by IHS. IHS will not be responsible for the cost of changes to Client's hardware or software that may be necessary to use the Product due to an Update or Error correction.

5.8 Termination of Product Maintenance. IHS will have the right to terminate the Maintenance portion of this Exhibit for a particular Product if IHS no longer generally provides maintenance support for such Product or no longer provides the specific services previously offered, by providing written notice to Client of such election at least 90 days before the Maintenance term's end.

5.9 Maintenance Reinstatement. Client may choose to not renew Maintenance. If, after any lapse, Client desires to resume Maintenance; then, after examination, IHS may choose to reinstate Maintenance under its then current terms, conditions and pricing, provided that Client pays the Fees for such reinstatement. Reinstatement Fees will be equal to the Fees that would have been due had Client continued to pay for Maintenance during the period of lapse.

5.10 Client Responsibilities.

5.10.1 If Client discovers any suspected Error(s) in the Product; then, before calling the IHS help desk, Client must analyze the suspected Error(s) to determine if the Error is the

result of Client's software, hardware, misuse, or misunderstanding of the Product.

5.10.2 If the problem reported by Client is directly related to unauthorized alterations of the Product by Client, then IHS may charge for the professional service time expended by IHS, at IHS' then current time and material rates, in addition to reasonable out-of-pocket expenses; or at Client's option; IHS will be released from Maintenance obligations for the modified portion of the Product.

6. AUDIT.

Upon reasonable notice by IHS to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and 1 year thereafter, IHS may audit relevant records at Client's location during normal business hours to enable IHS to ensure Client's compliance with this Exhibit.