

**IHS INC. PURCHASE ORDER  
TERMS AND CONDITIONS**

**1. GENERAL:**

(a) This Purchase Order ("Order") is placed subject only to the Terms and Conditions included in this Order and any reference herein to any proposal or other documentation and/or documentation from Vendor is solely for the purpose of specifying basic information concerning price, the description of item(s), quantities, terms of payment, and delivery and then only as such terms are consistent with the terms and conditions herein. Any other terms are specifically excluded. The order of precedence will be any applicable order form or Statement of Work, the Master Agreement executed by the parties and these Purchase Order Terms and Conditions.

(b) By shipping the goods, providing the services, acknowledging receipt of this Order or performing the work described in the Order, Vendor agrees to the Terms and Conditions as set forth in this Order. Any different or additional items in Vendor's acceptance of the Order are hereby rejected and will not be binding. Commencement or performance by the Vendor in the absence of IHS' agreement to such proposals will constitute the Vendor's acceptance of the Terms and Conditions set forth herein.

**2. QUANTITY ACCEPTABLE ON THIS ORDER:** IHS will accept only the quantity of goods shown in the "Quantity" column of this Order unless otherwise specified on the face hereof.

**3. CHANGES:** IHS may at any time, by a written Change Order, make changes in the general scope and terms of the Order. If any such changes cause an increase or decrease in the cost of, or the time required for performance of any part of the work under this Order or affects any other provisions of this Order, such adjustment will be set forth in writing and specifically agreed to by Customer in writing.

**4. PURCHASE ORDER NUMBER:** IHS' valid, funded purchase order number must appear on all invoices, packing lists and bills of lading and will appear on each package, container or envelope or each shipment made pursuant to this Order. Invoices with

a valid IHS Inc. purchase order number will be rejected.

**5. INVOICES/PAYMENT:** Invoices will be billed in the currency consistent with the applicable IHS Purchase Order and will contain the following information as applicable: purchase order number, item number, description of item, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of invoices will not constitute acceptance of supplies and will be subject to adjustment for errors, shortages, defects in the supplies or other failure of Vendor to meet the requirements of the Order. Payment will be made net forty-five (45) days from the date of receipt of an accurate and acceptable invoice. IHS may deduct from Vendor's invoices any monies owed to IHS by Vendor.

**6. PACKAGING, SHIPMENT AND DELIVERY:**

(a) All articles are to be packed in accordance with sound commercial practices to obtain the lowest transportation rates unless otherwise specified in this Order and comply with requirements of common carrier.

(b) Shipments will be valued as to obtain the lowest transportation rates. Transportation insurance for loss or damage will not be purchased unless specifically directed. Excess transportation costs resulting from failure to comply with the provisions of this paragraph will be debited to the Vendor's account.

(c) Packages should be constructed for handling with a mechanical device.

(d) A complete package for specifying IHS' applicable Order number and quantity of goods shipped will be enclosed with all shipments hereunder.

(e) If applicable, Vendor will mark each container with necessary lifting, loading and shipping information, including the IHS Order number, date of shipment and name and address of consignor and consignee.

(f) Vendor will bear the expense of any premium transportation charges unless otherwise agreed.

- (g) Prepaid transportation charges appearing on Vendor's invoice must be supported by freight bill or equivalent.
- (h) Unless otherwise specifically provided in this Order, the product will be delivered DDP, INCO Terms 2000.
  - (i) Vendor will enclose a packing memorandum with each shipment. When more than one package is shipped, Vendor will identify the package containing the memorandum and will mark IHS' contract number, the item number, dates of shipment and names and addresses of consignor and consignee on all packages and shipping papers;

If Vendor's deliveries will fail to meet schedule, IHS, without limiting its other rights or remedies, may direct expedited routing and any excess costs incurred thereby will be debited to Vendor's account. IHS may in accordance with the terms set forth herein; cancel all or part of this Order in the event Vendor fails to deliver goods as scheduled herein. With regard to any goods delivered in advance of schedule IHS may, at its option either (i) return the goods at Vendor's expense for proper delivery, or (ii) place the goods in storage and withhold payment therefore in accordance with the until scheduled delivery date. Time is of the essence with respect to this Purchase Order. If Vendor becomes aware of difficulty in performing this Purchase Order, Vendor will timely notify IHS in writing, giving pertinent details. This notification will not change any delivery schedule.

#### **7.WAIVER, APPROVAL AND REMEDIES**

- (a) Failure by IHS to enforce any of the provisions of this Purchase Order will not be construed as a waiver of such provision or a waiver of IHS' right to enforce any other provision of this Purchase Order.
- (b) IHS approval of documents will not relieve Vendor from complying with any requirements of this Purchase Order.
- (c) The rights and remedies of either party under this Purchase Order are cumulative and in addition to all other rights and remedies provided by law or in equity.

**8.NOTICES:** Any notices required or permitted to be given by either party to the other will be in writing and

delivered by registered mail, return receipt requested, hand-delivery, or overnight delivery via national courier. A notice is deemed given when delivered, if personally delivered, at the time indicated on the return receipt, if delivered by certified mail, on the next business day, if delivered via courier, or when transmitted, if delivered via facsimile. Notices will be sent to the address or facsimile telephone number stated in the Purchase Order.  
**ATTN: PROCUREMENT DEPARTMENT; SR. DIRECTOR; WITH COPY TO CORPORATE LEGAL DEPT. CONTRACT MANAGEMENT.**

**9.INSPECTION:** All supplies (including raw materials, components, subassemblies and products) may be inspected and tested by IHS at all reasonable times and places before, during, or after manufacture. If any supplies are defective in materials, workmanship, or are otherwise not in conformity with the requirements of the Order, IHS will have the right, whether or not payment has been made by IHS, to reject them or require that such supplies be corrected or replaced promptly with satisfactory materials or workmanship. The rejected supplies may, at IHS' discretion, be returned to Vendor at Vendor's expense and without restocking or return charges. In no event will IHS be liable for any reduction in value of samples used in connection with any inspection or test. If any inspection or test is made on the premises of Vendor, Vendor will, without any additional charge, provide reasonable facilities and assistance for the safety and convenience of inspectors in such manner as not unduly to delay the work. Vendor further agrees to maintain adequate authenticated inspection and cost documents that relate to work performed under this Order. Such records will be retained by Vendor after completion of the Order or as other wise specified by IHS and made available to IHS upon request. Vendor agrees to supply IHS with inspection and cost reports, affidavits, certifications or any other documents as may be reasonably requested.

**10.CONFIDENTIAL AND PROPRIETARY INFORMATION:** During the performance of this Agreement certain technical and cost information will be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and will be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party will use not less than

the same efforts to prevent the disclosure of Confidential Information received hereunder as is used to protect its own Confidential Information. In no event, however, will less than a reasonable degree of care be used. Disclosure of Confidential Information received hereunder will be restricted to those individuals who are directly participating in the performance of this Agreement. Confidential Information will not include information that is:

- (a) known to the Receiving Party prior to receipt of such information from the Disclosing Party;
- (b) independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party;
- (c) obtained from a third party who to the knowledge of the Receiving Party received the Confidential Information without any restriction on its further disclosure;
- (d) publicly known through no breach of this Agreement;
- (e) disclosed by the Disclosing Party to a third party without restriction; or
- (f) obligated to be disclosed pursuant to applicable law, regulation or legal process, provided that the Receiving Party will give the Disclosing Party advance notice and will provide reasonable assistance at the Disclosing Party's expense in contesting such legal process if requested by the Disclosing Party.

The Receiving Party will protect from unauthorized disclosure any Confidential Information made available by the Disclosing Party, or that the Receiving Party has access to by virtue of the provisions of this Agreement that are not intended for public disclosure. The materials and information provided to the Receiving Party by Disclosing Party or that the Receiving Party had access to in completing work under this Agreement, are the exclusive property of Disclosing Party. Upon completion or termination of this Agreement and/or individual SOW(s), the Receiving Party will return all Confidential Information (copies included) that were provided to the Receiving Party by Disclosing Party. This Section will survive termination of this Agreement for a period of three (3) years.

Vendor will not reveal, disseminate to, or use Company's proprietary information for any third party in any manner whatsoever. This includes data,

information, databases, inventions, business strategy, project bidding, proposal procedures, document formats, creative approaches or any other internal policies or procedures. Any data, information, databases, specifications, drawings, sketches, out takes, audio material, data, reports, work product, or other technical or business information or materials (hereinafter called "Materials") furnished or disclosed by Company or developed by Vendor specifically for this Agreement are the property of and will be deemed confidential to Company and will be returned to Company at the expiration or termination of this Agreement. Vendor will obligate each of its employees, agents and subcontractors to keep such Materials confidential in accordance with the foregoing requirements.

**11.TOOLING:** Unless otherwise specified in this Order, all tooling and/or other articles required for the performance hereof will be furnished by Vendor, maintained in good condition and replaced, when necessary, at Vendor's expense. If IHS agrees to pay Vendor for special tooling or other items either separately or as a stated part of the unit price of goods purchased herein, title to same will be and remain IHS' property.

**12.COOPERATION:** Vendor will fully cooperate and not interfere with the work performance of IHS employees, other suppliers or contractors on the premises where work is being performed hereunder. Vendor will remove all debris at the end of each day while delivering services at IHS. Unless otherwise notified by IHS, Vendor must supply all tools and equipment necessary for the performance of services covered hereunder. Vendor will immediately report any damages occurring as a result of Vendor's work performance or otherwise to IHS.

**13.TERMINATION:**

- (a) This Order may be terminated in whole or in part at any time by IHS. Upon notice of termination, Vendor will submit promptly to IHS, but in no event later than sixty (60) days from the effective date of termination, a claim for reimbursement for the actual costs incurred by the Vendor by reason of such termination. Such actual costs will exclude any charges for the interest or loss of material or parts which can be delivered or diverted to others. The claim will not exceed the pro-rate portion of this Order which is

terminated. All completed or partially completed items and all materials for which compensation is paid to Vendor upon termination will become the property of IHS. Such claim will be Vendor's sole remedy for such termination.

(b) In the event that either party is in breach of any material obligation hereunder and, except for Vendor's failure to deliver products and/or services in accordance with the applicable delivery schedule(s), fails to remedy such breach within ten (10) days after receipt of the non-breaching party's written notice of the same ("Cure Period"), the non-breaching party may immediately terminate this Agreement, whether in whole or in part, upon written notice to the breaching party. Such termination right is in addition to any rights or remedies provided to the non-breaching party in law or at equity. Without in any way limiting any remedies available to IHS, whether at law or in equity, if Vendor's breach is not remedied following the expiration of the Cure Period, IHS may: (i) withhold remaining payment(s) (or any portion thereof that IHS may deem equitable) until such breach is cured; and (ii) IHS will have the right to recover from Vendor by offset or otherwise the price of any non-conforming goods or services.

- (c) IHS may, by written notice of default to the Vendor, terminate the whole or any part of this Order if the Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any authorized extension.
- (d) If this Order is terminated as provided herein, IHS, in addition to any other rights provided in this Order, may require the Vendor to transfer the title and delivery to IHS in the manner and to the extent directed by IHS, any completed or partially completed supplies, materials deliverable and/or manufacturing materials specifically produced or acquired for performance of this Order.
- (e) The rights and remedies of IHS provided in the Section 14 will not be exclusive and are in addition to any other rights and remedies provided by law under this Order.

**14.IHS PROPERTY:** Subject to these terms and conditions, or as may otherwise be agreed upon by the parties in an applicable SOW, all work and work product developed, delivered or generated under this Agreement, as well as any unfinished versions or aspects of such work and work products (no matter at what stage of completion) (collectively "Work Product") will be considered "work for hire" by Vendor for IHS to the extent allowed by law. As such, the Work Product will be the sole property of IHS in perpetuity, throughout the world in any and all media. In the event any Work Product is not deemed to be work for hire, Vendor hereby assigns to IHS in perpetuity and without reservation, condition or limitation, all rights, title, and interest in and to such Work Product developed, created or produced under this Agreement by Vendor (including, but not limited to, all working papers, files, models, scripts, concepts, expression of ideas, stories, videos, records) and all rights, title and interest in copyright, trade secrets, trademarks, and other intellectual property derived from such Work Product are hereby assigned by Vendor to IHS in perpetuity (including all renewals or extensions); and Vendor neither retains nor reserves any right of any kind, nature, or description. Vendor represents that it has the right to convey this sole ownership to IHS, and that this sole ownership will give IHS, its assigns, licensees and sub licensees the full and continuing right (without any additional payments) to use the Work Product and all elements or portions thereof for any purpose in perpetuity, throughout the world in any and all media. All talent, copyright, trademark or other releases obtained by Vendor in performance of this Agreement will be specifically in favor of IHS or will be expressly assigned to IHS (and will be so assigned to IHS by Vendor as part of its performance hereunder).

**15.ENTRY ON PROPERTY:** If Vendor is required to enter the premises of IHS, in connection with activities related to this Purchase Order, Vendor's rights of entry will be subject to the IHS security regulations and other policies and procedures.

**16.COMPLIANCE WITH LAWS:** Vendor will in the performance of work or services under this Order, fully comply with all applicable international, federal, state and local laws, regulations and ordinances and will indemnify and hold harmless IHS from and against any loss, claim, damage, liability, expense or cost (including without limitation attorney's fees and court costs) resulting from failure of such compliance.

**17.INDEPENDENT CONTRACTOR RELATIONSHIP:**

Performance by Vendor under this Purchase Order will be as an independent contractor and not as an agent of IHS. Vendor will be wholly responsible for withholding of all federal, state and local income and other payroll taxes with respect to its employees, as required by law.

**18.PRICE WARRANTY:** Vendor warrants that the prices specified in this Order do not exceed the prices charged for like quantities of the same or substantially similar articles to any other purchaser.

**19.WARRANTY:** Vendor warrants the supplies delivered hereunder to be free from defects in workmanship and materials to be new and of the most suitable grade of their respective kinds, to conform to applicable specifications, drawings, samples or other descriptions given including those set forth in the Order and Vendor's sales literature to be of merchantable quality and, if of Vendor's design, to be suitable for the purpose intended, to meet all of the performance requirements, and to be free from defects in design. This warranty will run to IHS, its successor and assigns and the users of supplies covered by this Order. The aforesaid express warranties will be in addition to any standard warranty or guarantee of the Vendor, will be construed as conditions as well as warranties and will not be exclusive. Vendor agrees to replace or correct any supplies not conforming to the foregoing requirements when notified by IHS within two (2) years after that acceptance or within one (1) year from installation, whichever is earlier. If Vendor, upon notice of defect fails promptly to correct or replace the supplies, IHS may do so without further notice and Vendor will reimburse IHS for all costs incurred thereby. No inspection, cost or approval of any kind, including approval of designs will affect Vendor's obligation under these terms and conditions. Supplies that have been rejected will not thereafter be tendered for acceptance unless the former rejection and correction are identified. Replaced or repaired supplies will be subject to the provisions of these terms and conditions to the same extent as the original supplies, except that the warranty will run from the last delivery date.

**20.INFRINGEMENT:** Vendor warrants that the products and/or services delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Vendor will defend, indemnify and hold IHS and

its customers harmless, at Vendor's own expense, from and against any claim, loss, damage, expense or liability, including attorneys' fees, arising out of any action by a third party that is based upon a claim that the products and/or services delivered under this Purchase Order infringe or otherwise violate the intellectual property rights of any person or entity. Vendor will, at its expense procure the right to continue using the products or services or replace or modify the same so that they become non-infringing. If Vendor does not promptly undertake its obligations under this section and pursue them diligently and in good faith, then after 10 days notice and opportunity to cure, IHS may take any and all actions it reasonably deems necessary to protect its interests, including the defense or settlement of any infringement claim, at Vendor's sole cost and expense.

**21.LIMITATION OF LIABILITY:** IN NO EVENT WILL IHS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IHS' liability to Vendor will in no event exceed the amount of this Order.

**22.INDEMNIFICATION:** Vendor will defend, indemnify and hold harmless IHS from and against all losses, costs, damages, claims or demands arising out of the Purchase Order, or caused or alleged to have been caused in any manner by Vendor, including all suits or actions of every kind and/or description, brought against IHS, either individually or jointly with Vendor for or on account of any damages or injuries to any person or persons or property, caused or occasioned, or alleged to have been caused or occasioned, by an alleged act, omission or fault of Vendor, its employees, agents, or others under Vendor's control or any breach by Vendor of its promises, covenants, commitments and warranties contained herein. IHS may retain counsel to monitor Vendor's defense of any claim or to provide its own defense, without affecting Vendor's indemnity hereunder. IHS will provide reasonable assistance to Vendor at Vendor's expense.

**23.IHS INTELLECTUAL PROPERTY:** Products rejected or not purchased by IHS which utilize any of the IHS name, trade names, trademarks, insignia, symbols, decorative designs or evidences of IHS inspections ("Insignia") will have all such Insignia removed prior to any resale, use or disposition thereof. Vendor agrees to indemnify, defend and hold IHS and its customers

harmless from any claim, loss or damage arising out of Vendor's failure to comply with this paragraph.

- (a) Subject to these terms and conditions, IHS, in its sole discretion, will have the right to register in IHS' name the copyright to any Work Product. Vendor will assist IHS in obtaining copyright protection and any and all other intellectual property rights protection in the services and Work Product by providing and executing any and all documentation necessary to vest copyright ownership of the Work Product in IHS.
- (b) Except as may be set forth in separate agreements for Vendor's software, Vendor grants to IHS an irrevocable, non-exclusive, perpetual, transferable, worldwide, royalty-free license to possess and use intellectual property owned by Vendor and delivered to IHS under this Purchase Order (a) for IHS' own internal purposes, and (b) for any and all purposes associated with the use of the products and/or services delivered to IHS under this Purchase Order.
- (c) Vendor hereby grants to IHS a nonexclusive license to possess and to use the Vendor software delivered to IHS under this Purchase Order solely (i) for IHS' own internal purposes, and (ii) for any and all purposes associated with the use of the products and/or services delivered under this Purchase Order, which may include the access and use of the software by IHS' subcontractors or customers.
- (d) If Vendor is obligated to provide third party software under this Purchase Order, Vendor will obtain and deliver all appropriate third party licenses to IHS. Any third party licensing agreements will be subject to IHS' review and approval.
  - (e) No license, express or implied, of any patent, copyright, trademark or other intellectual property is granted by IHS to Vendor hereunder

**24.PUBLICITY:** Vendor will not advertise market or otherwise disclose to others any information relating to this Purchase Order, the services provided thereunder, nor commercially use IHS' name in any manner, without IHS' express written consent.

**25.EXPORT LAW:** All products delivered under this Order are subject to United States Export control laws and may be subject to export/import regulations in other countries. Vendor agrees to comply strictly with all such laws and

regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required.

**26.INSURANCE:** During the Term, Vendor will maintain minimum limits of insurance coverage as follows:

- (a) Commercial General Liability: covering liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and blanket contract liability: US \$1,000,000 per occurrence; \$2,000,000 aggregate.
- (b) Business Automobile Liability: covering all owned, hired and non-owned vehicles US \$1,000,000 per occurrence, including all applicable statutory coverage;
- (c) Workers Compensation: statutory limits for all states of operation;
- (d) Employers Liability: US\$1,000,000 each employee for bodily injury by accident and US\$1,000,000 each employee for bodily injury by disease;
- (e) Excess Umbrella Liability: \$5,000,000 limits;
- (f) Professional/Errors and Omissions Liability: US \$3,000,000 per occurrence; and
- (g) Blanket Crime coverage including employee dishonesty for acts against or involving IHS property: US \$1,000,000 per occurrence.

All policies of insurance procured by Vendor will be written as primary policies, not contributing with or in excess of coverage that IHS may carry. If Vendor's liability policies do not contain the standard separation of insured provision, or a substantially similar clause, they will be endorsed to provide cross-liability coverage. Vendor will waive its insurer's right of subrogation under its policies. IHS and its affiliates will be named as an additional insured under Vendor's insurance policies (except Worker's Compensation, Employer's Liability, Professional/Errors & Omissions and Blanket Crime) and Vendor will furnish to IHS a certificate of insurance showing compliance with the limits, insurance requirements and waiver of subrogation set forth above within ten (10) days of the Effective Date. Such certificate will be underwritten by an IHS insurance agent that has, as a minimum, an A.M. Best IHS rating of A- or above, and provide 30 days advance written notice to IHS prior to cancellation of any policy or endorsement. By

requiring insurance herein, IHS does not represent that coverage or limits will necessarily be adequate to protect Vendor. The purchase of appropriate insurance coverage by Vendor or the furnishing of a certificate of insurance will not release Vendor from its respective obligations or liabilities under this Agreement.

**27.AUDIT ISSUES:** Vendor will keep accurate records of the time spent in the performance of Services hereunder. IHS will, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Vendor involving transactions related to this Agreement; provided: (i) IHS will provide Vendor with at least ten (10) days' written notice prior to any such inspections, (ii) the inspections will take place at Vendor's facilities during normal business hours, and (iii) the inspections will occur no more frequently than once every twelve (12) months unless a previous audit of Vendor by IHS gives rise in IHS' sole discretion for cause to conduct audits more frequently.

Vendor represents and warrants that it is, and will, at all times during the term of this Agreement, be SAS 70 Type II compliant. If at any time Vendor is not so compliant, Vendor will reimburse IHS for the cost of the testing and related work performed by IHS' independent certified public accountants to validate Vendor's control structure and environment.

To the extent any audit of IHS leads to a need for any remediation in the service area, Vendor will undertake at its expense any remediation required with respect to its own operations and will assist, as requested by IHS and at no cost to IHS, in any remediation required by IHS.

**28.PATENTS:** The Vendor will at its expense defend and hold harmless IHS, its customers and all persons claiming under IHS against any suit or suits for the infringement of the patent, copyright or trademark and will indemnify the aforesaid parties against all damages, claims, losses, liabilities, costs and expenses of any kind or nature (including without limitation attorney's fees and court costs) arising therefrom by reason of the manufacturer's sale or the normal and intended use of the articles covered by this Order. Where performance under this Order includes experimental, developmental or research

effort and such work is paid for in whole or in part by IHS, Vendor agrees to disclose to IHS all confidential processes, know-how and trade secrets resulting therefrom and on request, to assign to IHS each invention and property right resulting therefrom.

**29.APPLICABLE LAW:** This Purchase Order will be governed by the laws of the state of New York without regard to its choice of law principles.

**30.EQUAL EMPLOYMENT OPPORTUNITY:** The terms and conditions of Executive Order 11240, as amended, governing equal employment opportunity, and Section 503 of the Rehabilitation Acts of 1973, as amended (29USO793), and Section 102 of the Vietnam Era Veteran's Readjustment Assistance Act of 1974 (38USC2012), along with rules and regulations promulgated thereunder, are incorporated herein as part of the P.O. with which Vendor represents that Vendor will comply to the extent applicable.

**31.DISPUTE RESOLUTION:** The parties agree to finally resolve any disputes ("Dispute") arising out of or relating to this Agreement or the relationship between the parties created by this Agreement via binding arbitration. The arbitration will be decided by a panel of 3 arbitrators and administered by the American Arbitration Association rules ("AAA Rules") then in force if Customer's location is in the U.S. or North America, or the International Centre for Dispute Resolution Arbitration Rules ("ICDR Rules") then in force if Customer's location is elsewhere. Each party will appoint an arbitrator within 20 days of notice by AAA or ICDR of commencement of arbitration. The appointed arbitrators together will appoint a presiding arbitrator within 20 days of the second arbitrator's appointment. The AAA or ICDR, as applicable, will make any appointment not made within the prescribed period. The arbitration will be held in New York, New York if in the U.S or North America, or London if Customer's location is elsewhere. The award may be enforced in any court having relevant jurisdiction over the parties, and the parties waive any recourse against the award to the maximum extent permitted by law. The award will be deemed a U.S. award for purposes of the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of 1958 (the "New York Convention"). The English language will be used in the arbitral proceedings and all exhibits and other evidence in a language other than English must be

accompanied by English translations when submitted into evidence before the arbitral tribunal.

**32.SMALL BUSINESS CONCERNS, MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:** To the extent applicable there are hereby incorporated the provisions of the United States Government's Procurement Requisitions governing Utilization of Small Business Concerns, Utilization of Minority and Women-Owned Business Enterprises in the performance of work and rendition of services under Government procurement contracts.

**33.SEVERABILITY:** If any portion of this Purchase Order is invalid or unenforceable, the parties agree that the remaining portions will remain in effect.

**34.ASSIGNMENTS AND SUBCONTRACTS:** Vendor will not assign any proceeds or subcontract this Order or any right or obligation hereunder without the prior written consent of IHS.

**35.GOVERNMENT CONTRACT:** If this Order is issued for any purpose which is either directly or indirectly connected with the performance of a contract with the government or a subcontractor hereunder, the terms that the Federal Acquisition Regulations or other appropriate regulations, require to be inserted in contracts or subcontracts will be deemed to apply to this Order.

**36.SURVIVAL:** Any and all obligations under this Purchase Order which, by their very nature should reasonably survive the termination or expiration of this Purchase Order, will so survive.