

## IHS MARKIT SERVICES TERMS AND CONDITIONS

Following are the IHS Markit services terms and conditions for licensing services and by accessing the Deliverable(s) Customer 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 (where "control" means ownership of more than 50% of assets or stock with the power to direct day-to-day operations).

1.2. "Agreement" means the SOW and these terms and conditions, including the Exhibit.

1.3. "Authorized User(s)" means employees of Customer (and, where expressly permitted and applicable, Customer's Affiliates), who are authorized to access and use a Product or Service solely to help Customer use the Product/Service for its licenced purpose.

1.4. "Confidential Information" means: (a) IHS Markit Property; (b) Customer Information; (c) the terms of the Agreement and each Order; and (d) any information whether in oral or written form that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information. Without limiting the generality of the foregoing, Customer's Confidential Information shall include confidential business information relating to Customer but excludes the content of any or all of the Products or Services or any aggregated data received from IHS Markit's Third Party Providers and any information made available to and/or to be used by IHS Markit in accordance with any other agreements in place with the Parties.

1.5. "Customer Information" means any confidential or proprietary information/data provided by Customer to IHS Markit to enable IHS Markit to perform its obligations or exercise its rights under the Agreement.

1.6. "Documentation" means, if applicable, the material, user guides, and manuals provided by IHS Markit to Customer for use with a Product or Service.

1.7. "Exhibit(s)" means the Services Exhibit below

1.8. "Expenses" means the expenses incurred by IHS Markit (which have been agreed to in advance or in a SOW or Order) in the provision of Products or Services to Customer.

1.9. "Fees" means the amount Customer will pay to IHS Markit for Products and Services as indicated in each applicable Order.

1.10. "Good Industry Practice" means, in relation to any particular circumstances, the degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a reasonably skilled and experienced provider of equivalent services and/or data of a similar type to that provided pursuant to this Agreement under the same or similar circumstances) and conducted in accordance with all laws and regulations applicable as provider of such Products and/or Services).

1.11. "IHS Markit Property" means: (a) the Products, and all information, business processes, management and analytics technologies of or created or provided by IHS Markit and all associated intellectual property rights, including; any algorithms, analyses, aggregated data, data, databases, copyright, trade marks, domain names, Documentation, formats, forecasts, formulas, information, inventions, know-how, methodologies, models, processes, feed formats, tools, software (including all source code and object codes), trade secrets, valuations, websites, programs, Products and, except as otherwise provided in the Order, Services and materials forming parts of Services, and (b) any and all enhancements, updates, or other modifications to any of the above, and any component of any permitted derivative work which comprises any of the above.

1.12. "Internal Use" or use for "internal business purposes" means use by Customer in relation to its internal operations as may be permitted and further restricted in the Order but shall not include or permit Customer: (a) to use all or any part of Products or Services licenced under the Order to provide any service or product to any third party (including its Affiliates unless otherwise expressly permitted); or (b) to give or allow access to, or to otherwise disseminate, all or any part of such Products or Services in any manner whatsoever to any third party (including its Affiliates unless otherwise expressly permitted).

1.13. "Order" means an order form, addendum, schedule or Statement of Work (or combination thereof) executed by both Parties (or an Affiliate thereof) describing the Product(s) or Service(s) being licensed, the license term, Fees, Expenses, and/or any special terms and conditions.

1.14. "Product(s)" means all data, information, software, applications, reports and files (including any tools, techniques, processes, trade secrets, know-how and other materials and information or other IHS Markit Property which are essential to the operation and use of such data, information, software, applications and files) or deliverables provided by IHS Markit and/or its Third Party Providers to Customer under the Order. Products also include any web tools, search engines, or software provided by IHS Markit that can be used by Customer when accessing Products.

1.15. "Services" means services provided by IHS Markit to Customer in any format as specified under the Order or SOW.

1.16. "Statement of Work" (or "SOW") means a written document that may be executed by the Parties, describing the relevant Services, Fees, Expenses, estimated completion dates, or milestones and any special terms or conditions.

1.17. "Third Party Providers" means third parties providing data or other intellectual property to IHS Markit to enable IHS Markit to provide the Products and/or Services.

2. **TERM.** The initial term and any subsequent renewal term for the Products/Services shall be set out in the applicable Order ("Term"). This Agreement shall be effective from, and continue in full force and effect as of, the Effective Date and the provisions of this Agreement shall, unless expressed to survive termination, continue to apply to each Order until the expiry of its Term.

### 3. FEES, PAYMENT AND TAXES.

3.1. IHS Markit will invoice Customer for all Fees and Expenses due under the Order and Customer will pay the Fees and Expenses in the currency specified in the Order within thirty (30) days from date of the invoice issued to Customer without set-off, withholding or deduction. Customer will, in addition, pay interest on any overdue sum at the lesser of one percent (1%) per month or the maximum percentage permitted under applicable Law until payment is made in full (including of any such interest). Customer is responsible, and shall reimburse IHS Markit, for all costs and expenses incurred by IHS Markit in collecting unpaid Fees, Expenses or other amounts due hereunder.

3.2. In addition to the Fees, Customer will pay to IHS Markit or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added, withholding or similar taxes payable (including any penalties, interest or similar charges in lieu of failure to timely pay) under this Agreement or an Order so that after payment of such taxes the amount IHS Markit receives is not less than the Fees.

3.3. Unless otherwise stated in an Exhibit or agreed in the Order, IHS Markit reserves the right to modify the Fees by providing at least 60 (sixty) days prior written notice to the Customer before the beginning of any subsequent renewal term.

3.4. The Fees to be paid by Customer to IHS Markit under this Agreement and the Order are based on the type, scope and extent of the Products and/or Services selected by Customer. If Customer wishes to obtain a broader license in respect of additional rights or services, it should contact IHS Markit to discuss the various licensing options.

### 4. LICENCE AND USE.

#### 4.1. Licence.

4.1.1. Any licence(s) granted to Customer by IHS Markit shall be detailed in the Order and shall be subject to and contingent upon Customer's compliance with the terms and conditions of this Agreement and such Order. Customer and its Authorized Users may access and use the Products and Services in the manner permitted in the Order and, unless otherwise expressly provided therein, solely for Customer's Internal Use.

4.1.2. Customer assumes full liability and responsibility for the acts and omissions of its Authorized Users (and the Authorized Users of its Affiliates if the Products and/or Services are accessed and/or used by Customer's Affiliates) and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Products and/or Services and, with respect to named or specified Authorized Users, maintain an up-to-date list of all such users and make such list available for inspection at IHS Markit's reasonable request.

4.2. **Delivery.** Customer shall be solely responsible for any and all equipment, facilities and/or connections necessary to enable transmission or delivery of Products and/or Services ("**Delivery**") to Customer's own systems. IHS Markit shall have no responsibility for any such equipment, facilities or connections. Where Delivery of a particular Product/Service is provided by way of login access codes, user names and/or passwords ("**Logins**"), Customer acknowledges and agrees these are only for Customer's Authorized Users' use and may not be shared with anyone else. If Logins are issued to named users on a named user basis, then such named user Login is personal to, and for use only by, the Authorized User to whom it is issued. With respect to Products which are shipped physically, and unless otherwise stated in the Exhibit or Order Form, delivery of Product is deemed to occur and risk of loss passes upon Delivery or when IHS Markit provides access codes to Customer that allow Customer to access or to take immediate possession of the Product. With respect to Services which comprise the performance of consultancy and/or software implementation work or the results of such works performed by IHS Markit for Customer in any format as specified under an SOW, delivery is deemed to occur when completed (or when each Service milestone, as applicable, is completed) in accordance with the Order. Without prejudice to the foregoing, IHS Markit reserves the right to cancel without liability to Customer one or more Logins and/or assign replacement Logins to Customer if IHS Markit (acting reasonably) suspects unauthorized use of any such Login.

4.3. **Security.** Customer will at all times maintain security systems and procedures no less stringent than those which it applies to its own confidential or sensitive data and/or systems to prevent any unauthorized access to, misuse of, or disruption to the Products and Services or to its or IHS Markit's systems. These shall include, at a minimum: (a) establishing and maintaining all reasonable procedures and systems to allow for the proper delivery of data in accordance with this Agreement and the Order hereto, and to ensure that the Products and/or Services are accessible only by Authorized Users and protected from unauthorized third-party access, misuse, damage or disruption; and (b) promptly giving written notice to IHS Markit of any unauthorized access to or misuse of the Products and/or Services, IHS Markit's systems or Customer's systems of which it is aware, including reasonable detail of the security breach and the measures taken to cure it.

4.4. **Terms of Use.** In addition to the terms and conditions of this Agreement, Customer's access to and use of the IHS Markit.com website or any platform or website provided by IHS Markit or any of its Affiliates shall be in accordance with any "Terms of Use" contained therein; provided, however, that to the extent any terms in such "Terms of Use" are inconsistent with or conflict with the terms and conditions of this Agreement and/or the Order with regard to the access and use of the applicable Products and/or Services, the terms and conditions of this Agreement and/or the Order shall prevail.

4.5. **Use Restrictions.** Except as expressly permitted in the Order, Customer agrees that it shall not (and shall ensure that none of its Authorized Users shall): (a) remove, suppress or modify in any way the proprietary markings, including any trademark or copyright notice, used in relation to any of the Products and/or Services or IHS Markit Property; (b) refer to any of the Products and/or Services or any trademark or copyright notice used in relation thereto, in a way which does or may imply (i) that any Products and/or Services form part of the services or products offered to Customer's clients, or (ii) that IHS Markit is responsible for the accuracy or quality of the services or any other information or data that Customer provides to its clients; (c) copy, distribute, display, publish, republish, scan, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, modify or otherwise reproduce, disclose or make available to others (including its Affiliates), or create derivative works from, the Products and/or Services or any portion thereof; (d) circumvent or disable any security or technological measures of any Products or Services (or any component thereof); (e) use any of the Products and/or Services and/or the IHS Markit Property or systems for any illegal or unlawful purpose or in a manner which is competitive with or which would create a functional substitute for any Products and/or Services; (f) violate any applicable local, state, national or international law, statute, ordinance, rule or regulation, including any of the foregoing relating to competition or antitrust matters; or (g) infringe, violate, breach or otherwise contravene any rights of IHS Markit, its Affiliates or any third party (including any Third Party Provider), including any copyright, database right, trademark, patent, right of confidence or any other proprietary or intellectual property right in connection with the Products and/or Services.

4.6. **Modification.** The Products and/or Services are subject to modification (including addition, alteration or deletion) by IHS Markit to reflect (a) statistical, technical, administrative, market-based or other changes that IHS Markit determines in its sole discretion, acting in good faith, are required or desirable; (b) to comply with the requirements of IHS

Markit's Third Party Providers; or (c) any legal, regulatory or market-based changes that IHS Markit determines in its sole discretion, acting in good faith, may affect such Products or Services.

## 5. OWNERSHIP OF INTELLECTUAL PROPERTY.

5.1. As between IHS Markit and Customer, IHS Markit (or its Affiliates or Third Party Providers) owns all IHS Markit Property, and Customer owns all Customer Information. Customer may provide suggestions/feedback which IHS Markit may use without any obligation to Customer so long as such suggestions/feedback do not include Customer Information. Customer acknowledges that the Products and Services shall not be considered works for hire, and were developed, compiled, prepared, revised, selected and arranged by IHS Markit, its Affiliates and/or Third Party Providers through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. The Products and Services constitute valuable intellectual property and trade secrets of IHS Markit (or its relevant Affiliate or Third Party Provider as the case may be) the unauthorized disclosure, use or dissemination of which would cause irreparable harm and constitute a free ride on IHS Markit's labor and efforts.

5.2. Customer acknowledges that certain Third Party Providers may have rights in the software, data or information forming part of or comprising the Products and/or Services and agrees to comply with any restriction or condition imposed by Third Party Providers relating to such software, data or information as notified by IHS Markit or such Third Party Providers. As part of such compliance, Customer may be required to enter into a separate agreement with IHS Markit or a Third Party Provider in order to receive or continue to receive such data. Third Party Provider restrictions and notice may be provided at <https://IHSMarkit.com/terms-of-use.html> and/or supplied within the Products and/or Services or directly by the Third Party Provider.

5.3. Customer acknowledges that, as a reasonable protection of the proprietary rights in the Products and/or Services and to avoid any breach of IHS Markit's obligations to Third Party Providers, any dissemination or distribution of data or information identical to or derived from the Products and/or Services shall (other than as permitted expressly under this Agreement or the Order) be deemed a material breach of this Agreement. Customer agrees to use commercially reasonable efforts to protect the proprietary rights of IHS Markit, its Affiliates, and/or the relevant Third Party Provider in the Products and/or Services (and to comply with all reasonable written requests made by IHS Markit to protect and enforce such rights).

## 6. CONFIDENTIAL INFORMATION.

6.1. Each Party (a "**Recipient**") will keep confidential the Confidential Information of the other Party (the "**Discloser**"), 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 for the purpose of performing its obligations and/or receiving the benefit of its rights in accordance with the terms of this Agreement and the Order or as may be agreed upon in writing by Discloser. Recipient shall not (without the prior written consent of the Discloser) disclose any Confidential Information to any person other than its (and, in the case of IHS Markit, its Affiliates') Authorized Users or other employees who in each case have a need to access such Confidential Information for Recipient to perform its obligations and/or receive the benefit of its rights under the Agreement or the Order and who are subject to binding use and disclosure restrictions at least as protective as those described in the Agreement (collectively, "**Representatives**").

6.2. Each Party shall be responsible for the acts and omissions of its Representatives with respect to such Confidential Information and their compliance with the confidentiality obligations herein.

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

6.4. Recipient may disclose Discloser's Confidential Information pursuant to a valid order or requirement of a court or government agency if (i) Recipient gives (where allowed by law to do so) prompt written notice to Discloser to give Discloser the opportunity to prevent disclosure or protect Discloser Confidential Information, (ii) the Recipient making such disclosure shall reasonably cooperate with any efforts by the Discloser to seek confidential treatment of the information to be disclosed by the Recipient and (iii) no such information shall otherwise be divested of its

status, either retroactively or thereafter, as Confidential Information except to the extent otherwise required by law.

## 7. INDEMNIFICATION.

### 7.1. By IHS Markit.

7.1.1. Except as otherwise specifically set forth in the Order, IHS Markit will defend Customer (and its Affiliates that have licenced the applicable Products and/or Services) and their respective directors, officers, employees, successors and assigns from and against any claim by a third party alleging that the provision of the Products and/or Services by IHS Markit, when used by Customer in accordance with the terms of this Agreement and the Order, infringes any patent, trade secret, copyright or other proprietary rights of such third party ("Customer Infringement Claim") and will indemnify and hold harmless Customer from any damages (and related and reasonable attorney's fees) awarded by a court in favor of a third party arising from such a Customer Infringement Claim.

7.1.2. IHS Markit will have no liability under this Agreement or the Order for any Customer Infringement Claim arising from: (a) unauthorized distribution or failure to use Products or Services in accordance with the Agreement and the Order; (b) the modification of a Product or Service (including the combination of any of the same with any other services, software or data) not specifically authorized in writing by IHS Markit or made in accordance with the Documentation; (c) 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; (d) compliance with protocols, designs, plans, or specifications furnished by or on behalf of the Customer; or (e) any action against Customer asserting that the Products or Services infringe any rights over a technology, method or invention that is in such widespread unlicensed or freely or openly licensed use by third parties as to be reasonably considered a fundamental public domain element.

7.1.3. If Products or Services are held or are believed by IHS Markit to infringe, IHS Markit may choose, at its sole expense, (a) to modify the Products or Services so that they are non-infringing; (b) to replace the Products or Services with non-infringing Products or Services that are functionally equivalent; (c) to obtain a licence for Customer to continue to use the Products or Services; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order for the infringing Products or Services and refund Fees paid for such infringing Products or Services; (i) in case of provision of subscription Products or Services, prorated from the date of the Customer Infringement Claim; or (ii) in case of provision of software Products granted on a perpetual basis, based upon a (5) five year depreciation schedule. This Section 7.1 states the entire liability of IHS Markit and Customer's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

### 7.2. By Customer.

7.2.1. Customer will defend IHS Markit, its Affiliates and each of their respective directors, officers, agents, employees, successors, assigns and all Data Providers, and each of their respective Affiliates, directors, officers, agents, employees, members, partners, successors and assigns (together "IHS Markit Indemnitees") from and against any claim by a third party alleging that Customer Information and/or material, data, methodologies, software, information or equipment provided by Customer to Markit in connection with the Products and/or Services used by IHS Markit in accordance with the terms and conditions of the Agreement infringes or misappropriates any patent, trade secret, copyright or other proprietary rights of such third party ("IHS Markit Infringement Claim") and will indemnify and hold harmless IHS Markit from any damages (and related and reasonable attorney's fees) awarded by a court in favor of a third party arising from such an IHS Markit Infringement Claim. If Customer Information or such material, data, methodologies, software, information and/or equipment provided by Customer to IHS Markit is held or is reasonably believed by IHS Markit to infringe, IHS Markit will cease using such Customer Information and will not be liable to Customer for any breach or failure to perform under the Agreement for which the Customer Information was provided.

7.2.2. Customer will indemnify, defend and hold harmless IHS Markit Indemnitees for any losses, liabilities, damages, cost (including reasonable attorneys' fees) and expenses arising as a result of: (a) any claim, suit or proceeding brought by any third party against any IHS Markit Indemnitee in connection with any third party's access or use of all or any part of the Products and/or Services (or data or Customer services or products derived therefrom or in connection therewith) permitted or suffered by Customer or its Affiliates (regardless of whether IHS Markit granted consent for such use); or (b) any use of Products and/or Services in breach of the terms of this Agreement or the Order.

7.3. **Indemnification Procedure.** The indemnification obligations of each Party under this Section 7, are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim (save that failure to provide such notice will not excuse the indemnifying Party's from its indemnity obligations and duties to defend, except to the extent that the indemnifying Party's ability to defend or settle the relevant claim is actually prejudiced by such failure); (b) the right to 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 participate in proceedings and/or be represented by counsel, it will be at the indemnified Party's sole cost and expense. The indemnifying Party shall not enter into any settlement or compromise of any such claim, or make any attribution of fault or wrongdoing to, or admission on behalf of, the indemnified Party that would impose on them any liability or obligation without the indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

## 8. DISCLAIMER AND LIMITATION OF LIABILITY.

8.1. **Disclaimer of Warranties.** CUSTOMER AGREES THAT THE PRODUCTS AND SERVICES PROVIDED BY IHS MARKIT ARE "AS IS" AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER IHS MARKIT, ITS AFFILIATES OR ANY THIRD PARTY PROVIDER MAKES ANY REPRESENTATION, WARRANTY, CONDITION, OR UNDERTAKING, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, RELATING TO: (I) THE PRODUCTS AND/OR SERVICES OR THE RESULTS OBTAINED IN USING THEM; OR (II) ANY DATA, DOCUMENTATION, OR MATERIALS PROVIDED OR MADE AVAILABLE UNDER THIS AGREEMENT OR THE ORDER, INCLUDING: A) THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE; OR B) THEIR CONTINUITY, ACCURACY, TIMELINESS OR COMPLETENESS, and Customer acknowledges that it has not relied upon any representation, warranty, condition, or undertaking (express or implied) made by IHS Markit, its Affiliates or any Third Party Provider, except those expressly set forth in this Agreement.

8.2. Neither IHS Markit, its Affiliates nor any Third Party Provider shall in any way be liable to Customer, whether in contract (including under an indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by Customer or any Affiliate or client of Customer arising in respect of, or in connection with (a) any inaccuracy, error or omission, regardless of cause, in any of the Products or Services; or (b) any advice, opinion, recommendation, guidance, forecast, judgment, publication, conclusion or any course of action (or inaction) of Customer or any Affiliate or client of Customer, made or taken in reliance of, or based on, any of the Products or Services.

8.3. NEITHER IHS MARKIT, ITS THIRD PARTY PROVIDERS, NOR CUSTOMER WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES, 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 OR SERVICES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

8.4. Except for each Party's indemnification obligations under Section(s) 7.1 and 7.2, the maximum liability of IHS Markit, its Third Party Providers, and/or the Customer to the other Party for all claims under this Agreement or the Order, whether in contract, in tort (including negligence), under a warranty (express or implied), under statute or otherwise, will be limited to financial compensation up to a sum not to exceed the aggregate of: (a) in the case of Products, the Fees paid (or in Customer's case, payable) by Customer to IHS Markit or its Affiliates in the prior 12 (twelve) months for the relevant Product(s) to which the liability relates; or (b) in case of the professional Services (comprising the performance of consultancy and/or software implementation work or the results of such works performed by IHS Markit for Customer in any format as specified under a SOW), financial compensation up to a sum not to exceed the Fees paid (or in Customer's case, payable) by Customer to IHS Markit or its Affiliates for such Services that are the subject of the claim.

8.5. **Exclusions.** The limits on liability set out in this Section 8 shall not apply in respect of liability of a Party for damages related to death or personal injury resulting from gross negligence or willful default or any damages or liability arising as a result of fraud or fraudulent misrepresentation of a Party or which cannot be excluded under applicable law. The limits on liability set out in Sections 8.3 and 8.4 shall not apply in respect of liability of a Party for damages related to; (a) claims or losses

based upon breaches by Customer (or its Affiliates or Authorized Users) of its licence/authorized use; and/or (b) Customer's liability under Section 3 (Fees, Payment and Taxes).

8.6. In the event of a breach or threatened breach of any of the provisions of this Agreement or the Order by either Party, its Affiliates, or any of its Authorized Users; the other Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement or the Order, but nothing herein shall preclude such Party from pursuing any other action or remedy.

## 9. TERMINATION.

9.1. **Termination by IHS Markit.** IHS Markit may terminate the Order and cancel or withdraw all or any part of the Products and/or Services provided pursuant to such Order:

(a) upon written notice to Customer at such time as it reasonably determines that the data used to provide such Products/Services is not commercially satisfactory in terms of legality, quality, volume, availability or significance, or the Products and/or Services (in IHS Markit's good faith determination) become unlawful, subject to a third party claim or are to be otherwise discontinued, provided that any such termination by IHS Markit applies to its customers generally;

(b) in the event of a material breach by Customer of any of the provisions of this Agreement or the Order and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days' after its receipt of written notice thereof;

(c) upon the occurrence of Customer having a receiver or administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization; or

(d) upon any change of control of Customer or its relevant Affiliates (whether by merger, stock transfer or otherwise) or any sale, lease or other transfer of all or substantially all of the assets of Customer or its relevant Affiliates.

9.2. **Termination by Customer.** Customer may terminate the Order and cancel its access to the Products or Services provided pursuant to such Order:

(a) in the event of a material breach by IHS Markit of any of the provisions of the Order and (where the breach is capable of being remedied) that breach has not been remedied within thirty (30) days after its receipt of written notice thereof;

(b) upon written notice to IHS Markit at any time that the use of such Products or Services (as permitted under this Agreement and the Order) has, pursuant to the judgment of a court of competent jurisdiction or a regulatory agency, become unlawful; or

(c) upon the occurrence of IHS Markit having a receiver, administrative receiver or an administrator appointed, passing a resolution for winding up or a court of competent jurisdiction making an order to that effect, becoming subject to an administration order, entering into a voluntary arrangement with its creditors or anything equivalent to the foregoing occurring under national or local law, except where for the purposes of a solvent and bona fide amalgamation or reorganization.

9.3. No termination relieves either Party of any liability incurred prior to such termination, or Customer's payment obligation for unaffected Products or Services. Upon the termination of this Agreement, or the Order, all Fees and Expenses owed by Customer through the date of termination automatically and immediately become due and payable, subject to Section 3 of this Agreement.

9.4. IHS Markit is entitled to suspend with immediate effect the license for Products or Services or any part thereof for late or non-payment, or if in its reasonable opinion: (a) Customer is in breach of the terms of this Agreement or the Order or any licence granted therein; (b) Customer fails to cooperate with any reasonable investigation of a breach; or (c) it is necessary to do so in order to comply with (i) any change in a material contractual requirement imposed by a Third Party Provider or (ii) any applicable law, regulation or decision of any applicable regulatory body.

9.5. **Post Termination.** Upon any expiration or other termination of the Order, and unless otherwise expressly stated in the Exhibit or Order:

(a) Customer shall pay all Fees, taxes and other sums owed under the Order in respect of the period up to the date of such termination. In the event of any termination of the Order pursuant to Sections 9.1(b), 9.1(c) or 9.1(d) there will be no refund under any circumstances of any Fees paid by Customer. In the event of a termination pursuant to 9.1(a) or 9.2, IHS

Markit shall refund Customer on a pro-rata basis such element of Fees received by IHS Markit in respect of any Product or Service which is the subject of the terminated Order which relate to the period after the date of such termination; and

(b) all licenses granted under the same immediately will terminate, and Customer shall (and shall ensure any Affiliates otherwise permitted access or use under the license shall) immediately cease using the Products or Services provided under the expired or terminated Order. All terms and conditions of the Agreement will continue to apply to any Orders that have not been so terminated; and

(c) Customer shall (i) destroy all hard copies of all software, data, Documentation or information forming part of such Products and/or Services in its possession or control; and (iii) expunge permanently all electronic copies of such Products or Services including any data forming part thereof from its (and where applicable its Affiliates') systems, servers or other forms of data storage devices in each case, within thirty (30) days of termination or expiration of such Term, except that Customer may retain a copy of any data to the extent necessary for the purpose of satisfying its legal requirements, provided that such retained data shall be Confidential Information for the purposes of Section 6 and is no longer readily accessible and shall not be used for any other purpose, and Customer shall cooperate with IHS Markit in connection with any reasonable request to verify its (and where applicable its Affiliates') compliance with the foregoing including but not limited to providing written certification to IHS Markit that Customer has complied with this paragraph.

10. **U.S. GOVERNMENT USE.** The following is a required notice to Customer as well as to any third-party recipients of the Products and/or Services:

The Products and/or Services provided hereunder: (a) were developed at private expense and are IHS Markit proprietary assets and information; (b) were not developed with government funds; (c) are an IHS Markit trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Products or Services used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Products or Services 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 Markit.

## 11. COMPLIANCE WITH LAWS.

11.1. **No Advice.** Many IHS Markit Products and Services are intended only for professionals in the financial markets and certain other industries. No Service should be construed as financial, investment, legal, tax or other advice of any kind, nor should they be regarded as an offer, recommendation, or as a solicitation of an offer to buy, sell or otherwise deal in any investment or securities. Customer may not use the Products and/or Services to transmit, undertake or encourage any unauthorized investment advice or financial promotions, or to generate any advice, recommendations, guidance, publications or alerts made available to its own customers or any other third parties. Nothing in the Products and/or Services constitutes a solicitation by IHS Markit of the purchase or sale of any loans, securities or investments.

11.2. **Anticorruption.** Both Parties shall comply with all applicable anticorruption laws and regulations, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Both Parties agree not to perform, offer, give or receive bribes or otherwise engage in corrupt actions in connection with this Agreement. Failure to comply with anti-corruption laws will be deemed a material breach of the Agreement.

11.3. **Export Controls and Sanctions.** Both Parties shall comply with all applicable export control and sanctions laws and regulations, including regulations promulgated by the U.S. Treasury Department's Office of Foreign Assets Control, and other relevant local export laws as they apply to the Products and/or Services. Both Parties agree not to export, reexport, or retransfer any goods or Product/Service(s) received under this Agreement in violation of the Order or applicable export controls and sanctions, including territory-wide sanctions imposed by the U.S. Government. Each Party further certifies that it will not cause the other Party to violate any applicable export control and sanctions laws and regulations of the United States or other relevant local export laws as they apply to the Products and/or Services. Failure to comply with all applicable export laws will be deemed a material breach of the Agreement.

11.4. **Anti-Slavery.** Each Party shall, in performing its obligations under this Agreement comply with all applicable anti-slavery laws, statutes, regulations from time to time in force and to which it is subject, including but not limited to the UK Modern Slavery Act 2015.

## 12. DATA PROTECTION AND SECURITY.

12.1. IHS Markit will handle all personal data in accordance with IHS Markit's Privacy Policy, which can be found at <https://ihsmarkit.com/legal/privacy-policy.html>. In order to provide the Products and/or Services, IHS Markit may: (a) use, collect, store, disclose and process the personal data; and (b) transfer the personal data inside of, and outside of, the European Economic Area. Customer represents that, prior to providing IHS Markit any personal data, it has informed, and if required obtained consent from, Authorized Users and any other individuals for the processing, use, and transfer of their personal data as contemplated under the Order and this Agreement. If applicable, the IHS Markit Policy for the Processing of Data Governed by the GDPR, located at <https://ihsmarkit.com/Legal/privacy.html>, constitutes part of this Agreement.

12.2. **General Compliance.** Each Party will at all times during the term of this Agreement: (i) comply with all applicable privacy, consumer protection, data security, and other similar laws, rules and regulations ("Privacy and Security Requirements"); (ii) use, handle, process, collect, maintain, store, transmit and destroy Customer Information related to the Products and/or Services solely as permitted under this Agreement or in accordance with lawful written instructions from the Discloser; (iii) maintain and enforce security procedures to ensure the confidentiality of Customer Information and the Products and/or Services; (iv) maintain an information security program aligned to a recognised industry best-practice (e.g. ISO/IEC 27001) that controls to protect against accidental or malicious threats; (v) apply reasonable controls to prevent, detect, and respond to malicious software or cyber security attacks; and (vi) maintain and communicate to all of such Party's personnel, and contractors as appropriate, its information security and privacy program.

12.3. **Virus.** Each Party shall use commercially reasonable efforts in the form of antivirus software protection to prevent the Products and/or Services from being infected with any virus or worm.

## 13. MISCELLANEOUS.

13.1. **Provision of Products and/or Services.** In providing the Products and/or Services, IHS Markit shall use commercially reasonable endeavours to perform its obligations hereunder in accordance with Good Industry Practice.

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

13.3. **Entire Agreement.** This Agreement, the Exhibit, and the Order set forth the entire agreement between the Parties and supersede any and all prior proposals, warranties, representations or agreements, written or oral, of the Parties with respect to the subject matter of the Order. Nothing contained in any Customer-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 and the Order. Such Customer-issued purchase orders are for Customer's internal administrative purposes only, and are not binding on either Party, even if acknowledged, executed, or processed on request of Customer.

### 13.4. Privity of Contract.

13.4.1. If Customer executes the Order on behalf of itself or if Customer's Affiliate(s) access or use the Products and/or Services, then Customer shall be responsible for ensuring compliance with this Agreement by Customer, Customer's Affiliate(s), its Authorized Users, and the Authorized Users of Customer's Affiliates.

13.4.2. If a Customer Affiliate executes the Order on its own behalf; then the Order will be treated as an independent contract between IHS Markit and the Customer/Affiliate, and the Customer/Affiliate shall be responsible for ensuring compliance with this Agreement by itself and its Authorized Users (and any Affiliate added to the Order).

13.5. **Variation.** No variation of this Agreement (or the Order or Exhibit) shall be valid unless by written instrument duly executed by authorized representatives of each of the parties to it.

13.6. **Waiver.** No failure or delay by either Party to exercise any right or remedy they may have operates as a waiver of that or any other right or remedy at any future time.

13.7. **Assignment.** Customer may not assign this Agreement or the Order or otherwise transfer any of its rights or delegate any of its duties thereunder (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of IHS Markit, which consent will not be unreasonably conditioned, withheld, or delayed but which may be subject to additional fees. Any requested assignment: (a) to a direct competitor of IHS Markit; (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. IHS Markit shall be entitled to assign, delegate, transfer or novate this Agreement or the Order or any part thereof to any of its Affiliates, provided there is no material adverse effect on the Products and/or Services.

13.8. **Binding on Successors.** This Agreement and the Order shall be binding upon and inure to the benefit of the Parties, their successors, and permitted assigns. IHS Markit reserves the right to subcontract any or all of its obligations and rights under this Agreement to subcontractors of its choosing.

13.9. **Choice of Law.** The construction, validity and performance of this Agreement and the Order and the transactions contemplated by them (including non-contractual disputes or claims) shall be governed by the laws of Singapore without regards to its conflict of laws principles. Each Party submits to the exclusive jurisdiction of Singapore Courts for the purposes of determining any dispute arising out of this Agreement, an Order or the transactions contemplated by them as applicable. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Notwithstanding the aforementioned, IHS Markit may institute legal proceedings in any other jurisdiction in order to request immediate injunctive relief or specific performance, to avoid the expiration of any applicable limitations period, or to preserve a superior position with respect to other creditors or to avoid irreparable injury and damages, which may be difficult to ascertain and the Customer will not object thereto on the basis of an adequate remedy at law, lack of irreparable harm or any other reason..

13.10. **Force Majeure.** Either Party may be excused from the performance of any obligation under this Agreement or the Order, 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.

13.11. **Severability.** If any provision of this Agreement or Order is found invalid or unenforceable such provision shall be deemed deleted therefrom and the parties shall negotiate in good faith to agree a replacement provisions that, to the greatest extent possible, achieves the intended commercial result of the original provision. Any remaining portions will remain in full force and effect.

13.12. **Notice.** All notices under this Agreement or the Order must be in writing and delivered by hand, reputable courier service; or via certified mail, return receipt requested; facsimile with confirmation of receipt duly obtained by the sending party; or by confirmed email 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 Markit Legal Department, General Counsel, IHS Markit, 450 West 33<sup>rd</sup> Street, 5th Floor, New York, NY 10001, USA".

13.13. **Publicity.** IHS Markit is entitled to refer to Customer (by name and logo) as a customer in its public relations, marketing and sales efforts, and may otherwise use Customer's name, trademarks, service marks or logos as necessary to provide the Products or Services. Any other use by a Party of the other Party's trademarks, trade names, service marks, or any other additional publicity regarding the other Party will require that Party's prior written consent.

13.14. **Limitation Period.** Unless otherwise specified herein, any cause of action arising under this Agreement must be brought 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.

### 13.15. Audit.

13.15.1. Customer shall permit IHS Markit (or a representative of IHS Markit), on reasonable notice, and at all reasonable times, to attend the offices of Customer and/or to inspect the relevant books, records, systems and equipment of the Customer to verify Customer's: (a) compliance with the terms of this Agreement and/or the Order and (b) physical and technical environment as it relates to the receipt, maintenance, use and retention of the Products. In conducting any such audit IHS Markit shall use its

reasonable endeavours to limit, as far as practicable, material disruption to the normal business activities of Customer.

13.15.2. IHS Markit may also request, but no more often than one time per calendar year, that Customer completes an audit questionnaire and return responsive documents relating to use of the Products and/or Services, as applicable, by Customer or its Authorized Users in lieu of conducting an onsite audit. Customer's failure to promptly respond to such questionnaire and/or to provide responsive documents shall be deemed a material breach of this Agreement.

13.15.3. If any audit or response to questionnaires referenced above uncovers deficiencies in Customer's information security controls that impacts the security of the Products and/or Services and/or IHS Markit Property, the Customer shall promptly address and remediate such identified deficiencies.

13.16. **Survival.** The terms and conditions of this Agreement or the Order (including Section(s) 6, 7, 8, 9, 11 and 13.9 of this Agreement) 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.

13.17. **Third Party Rights.** IHS Markit Affiliates shall be entitled to enforce and/or rely on rights or benefits under this Agreement or the Order (a) as an intended third-party beneficiary or (b) if applicable, in accordance with the Contracts (Rights of Third Parties) Act 1999 ("1999 Act") or

equivalent legislation in any relevant jurisdiction. Save for the foregoing, the operation of the 1999 Act is hereby excluded.

13.18. **Authorized Execution.** Each person executing the Order on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver the Order. Each Party hereby represents and warrants to the other Party that: (a) it has the full right, power and authority to execute, deliver and perform the Order in accordance with its terms; and (b) the Order has been duly executed and delivered by or on behalf of such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms;

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

13.20. **Electronic Signatures.** Each Party consents to the other Party's use of electronic signatures on the Order. 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.

13.21. **Interpretation.** Section headings are for ease of reference only and do not form part of the Agreement. Where used in this Agreement or the Order, the words "include" and "including" will be deemed to be followed by the phrase "without limitation".

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## SERVICES EXHIBIT

### 1. DEFINITIONS.

1.1 "Fixed Fee" means an amount specified in the Order that is fixed and not dependent on the time spent or costs incurred by IHS Markit in performing the Services.

1.2 "Time-Based Fee" means an amount per hour, day or month specified in the Order that is based on the time IHS Markit spends performing Services.

1.3 "Unit-Based Fee" means an amount specified in the Order for each or a defined number of report(s) or datasheet(s) or any other kind of deliverable as supplied by IHS Markit in performing the Services.

1.4 "Retainer Fee" means fees prepaid by Customer for Services. If Customer has paid a Retainer Fee, IHS Markit will deduct from that Retainer Fee any Fees owed for any Fixed, Time-Based, or Unit-Based Services.

### 2. LICENCE.

2.1 Subject to the terms and conditions of the Agreement, IHS Markit hereby grants to Customer, and Customer hereby accepts, a licence that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (only as explicitly stated in this Agreement). Customer may use any Services that contain IHS Markit Property and that are set forth in the Order for its Internal Use only.

2.2 External Use. Customer may only refer to or distribute the Services externally upon IHS Markit's prior written approval. Unless permitted pursuant to the preceding sentence, Customer will not sell, lease, transfer, sublicense, or otherwise make available, or permit access to the Services or any portion thereof to any third party.

2.3 Except as otherwise provided in the Order, IHS Markit does not perform work-made-for-hire and Customer does not receive any ownership rights in the Services delivered by IHS Markit. Customer Information remains the intellectual property of the Customer.

3. **IHS Markit Warranty.** Subject to Section 8.1 of the Agreement, IHS Markit warrants that Services provided by IHS Markit under an Order will be performed with reasonable skill and care by competent and trained personnel. The content of any Deliverables is provided "AS IS." Customer's sole and exclusive remedy and IHS Markit's sole obligation for breach of this warranty is for IHS Markit to use commercially reasonable efforts to correct materially defective Services at no additional charge to Customer; provided that Customer gives IHS Markit specific written notice of the materially defective Services within 30 days after the Services are performed.

4. 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. CUSTOMER OBLIGATIONS.

5.1 Customer will cooperate with IHS Markit in providing prompt and timely information, notices, and feedback.

5.2 Customer acknowledges that the ability of IHS Markit to perform Services in the timeframe set forth in the Order is contingent upon Customer's timely provision of Customer Information to IHS Markit. IHS Markit's time of performance will be increased, day-for-day to match any delay caused by: (a) failure by Customer to submit Customer Information by the dates set forth in the Order; (b) a special request by Customer or any governmental agency authorized to regulate or supervise Customer that impacts IHS Markit's performance; or (c) Customer's failure to provide access to any of its resources (including facilities, employees, and contractors) as called for by the Order. IHS Markit will promptly notify Customer of the estimated impact on its performance, if any, as a result of an event described in Sections (a) through (c) above.

### 6. MISCELLANEOUS.

6.1 Subcontractors. Customer acknowledges that IHS Markit may use subcontractors in the performance of Services. IHS Markit will remain responsible for performing all obligations under this Exhibit or the Order. Customer agrees that IHS Markit Affiliates are not deemed subcontractors for purposes of this Section 6.1.

6.2 Changes to the Order. If Customer wants to change the Order, Customer will put such change request in writing. IHS Markit will respond within 10 days as to whether it can perform the requested changes, and will note any additional Fees, and time necessary to accomplish such changes. IHS Markit may, upon 5 business days' written notice to the Customer, request changes to the Order.

6.3 Termination for Convenience. Except as otherwise provided in the Order, Customer will have the right to terminate a portion or all of a Fixed Fee Order without cause by giving 30 days prior written notice to IHS Markit. Such termination will be effective upon receipt of the notice by IHS Markit or such later date as may be set forth in the notice. Customer will pay the Fees and approved Expenses earned through the date of termination plus reasonable charges incurred as a result of the early termination and subject to IHS Markit's submission of correct invoices. Payments are due as otherwise set forth in this Agreement.

7. **ENGAGEMENT OF SPEAKERS** Where Customer engages IHS Markit employees for Services to be performed at either Customer locations or a third party location, Customer agrees to provide any and all necessary stage accessories and properties including microphones and amplification system in proper working condition. Customer agrees to limit the audience to no more than the legal number permitted at the place the Service is to be performed. Customer may not broadcast, videotape, audiotape or otherwise record or reproduce all or any portion of the presentation including any associated materials that are handed out or provided as a part of the presentation, by any means for any purpose without prior written permission from IHS Markit.