



IHS ONE-TIME TERMS AND CONDITIONS

Following are the IHS standard One-Time Subscription terms and conditions for the sale of Products and by accessing the Product or by accepting the delivery of the Product. Client accepts and agrees to be bound by these terms and conditions.

1. DEFINITIONS

“**Client**” means the person, firm or company or any other entity that orders the Products from IHS.

“**Delivery Point**” where applicable, means the location defined in the Order Confirmation where delivery of the Products is deemed to take place.

“**Directory Products**” means IHS’s proprietary database or any part thereof, including details of a particular company/organisation, related industry sector, key personnel, financial/statistical information, products/services description, organisational structure and any other information pertaining to the company(s)/organisation(s).

“**Fees**” means the money due and owing to IHS Representative for Products supplied or licensed, including any order processing charge, as set forth in the Order Confirmation.

“**IHS Representative**” means any entity, company or organization involved in the promotion, marketing, distribution and/or selling the Products to the Client and includes IHS’ distributors.

“**Payment Agreement**” where applicable, means the agreement between IHS Representative and the Client that identifies the fees and expenses payable by Client to IHS Representative on behalf of IHS.

“**Products**” means any publication, data, database, map, report or any other information supplied to the Client in physical or electronic media, more specifically identified in the Order Confirmation. Products include Directory Products.

“**Order Confirmation**” includes the one-time order form or confirmation email or any other document which records party’s acceptance identifying the Product(s), term or period of supply, delivery information, media of supply, Fees and any terms or conditions unique to the particular Product supplied.

2. Client acknowledges that IHS Representative will invoice Client for the Fees as set forth in the Payment Agreement for the Products set out in the Order Confirmation, within thirty (30) days (or such days) from date of an invoice issued to Client by IHS Representative in accordance with the Payment Agreement; such fees are quoted in the currency set forth in the Payment. All Fees are exclusive of taxes.

3. IHS grants to Client a nonexclusive, nontransferable license to use the Products for its internal business use only. Client may not copy, distribute, republish, transfer, sell, license, lease, give, disseminate in any form (including within its original cover), assign (whether directly or indirectly, by operation of law or otherwise), transmit, scan, publish on a network, or otherwise reproduce, disclose or make available to others, store in any retrieval system of any nature, create a database or create derivative works from the Product or any portion thereof, except as otherwise agreed in the Order Confirmation. Any information related to third party company and/or personal data included in the Directory Product(s), may be used by Client for the limited purpose of enquiring about the products and services of the companies/organisations listed therein. Client must comply with applicable data protection and privacy laws and regulations and hereby agrees to indemnify and hold IHS harmless against any costs, liabilities, damages arising out of Client’s breach under such data protection and privacy laws and regulations. In particular, Client must not use information included in Directory Products, (i) for any unlawful, harmful or offensive purpose; (ii) as a source for any kind of marketing or promotion activity; or (iii) for the purposes of compiling, confirming or amending its own database, directory or mailing list.

4. Client must not remove any proprietary legends or markings, including copyright notices, or any IHS-specific markings on the Products. Client acknowledges that all data, material and information contained in the Products are and will remain the copyright property and confidential information of IHS or its third party provider and are protected and that no rights in any of such data, material and information are transferred to Client. Client will take any and all actions that may reasonably be required by IHS to protect such proprietary rights as owned by IHS or its third party provider. Any unauthorised use may lead IHS to bring proceedings for copyright and/or database right infringement against the Client claiming an injunction, damages and costs.

5. Any dates specified in the Order Confirmation for delivery of the Products are intended to be an estimated time for delivery only and shall not be of the essence. IHS shall not be liable for any delay in the delivery of the Products. Unless otherwise agreed by the parties, packing and carriage charges are not included in the Fees and will be charged separately. The Products will be dispatched and delivered to the Delivery Point as per Client’s preferred method of delivery and as agreed by IHS in the Order Confirmation. If special arrangements are required, then IHS reserves the right to additional charges. Except as provided hereunder, delivery for all Products is deemed to occur and risk of loss passes upon dispatch of Products by IHS.

6. If for any reason IHS is unable to deliver the Products on time due to Client’s failure to provide appropriate instructions, documents or authorisations etc; (i) any risk in the Products will pass to the Client; (ii) the Products will be deemed to have been delivered; and (iii) IHS may store the Products until delivery, whereupon the Client will be liable for all related costs and expenses.

7. Except as otherwise required by law, Client will not be entitled to object or to return or reject the Products or any part thereof unless the Products are damaged in transit. IHS’s sole obligation and Client’s exclusive remedy for any claim with respect to such damaged Products will be to replace the damaged Products without any charge. No returns will be accepted by IHS without prior agreement and a returns number issued by IHS to accompany the Products to be returned. All return shipments are at the Client’s risk and expense.

8. The possession and usage rights of the Products in accordance with clause 3 above will not pass to Client until IHS Representative has received in full all sums due in respect of: (i) Fees; and (ii) all other sums which are or which become due under the Order Confirmation from Client on any account. Until such rights have passed to Client, the Client will: (i) hold the Products in a fiduciary capacity; and (ii) maintain the Products in satisfactory condition and keep them insured on IHS’ behalf.

9. The quantity of any consignment of Products as recorded by IHS on dispatch from IHS’ place of business shall be conclusive evidence of the quantity received by the Client on delivery unless Client can provide conclusive evidence proving otherwise. IHS shall not be liable for any non-delivery of the Products (even if caused by IHS’ negligence) unless Client provides confirmed claims to IHS of the non-delivery. Any such confirmed claim for non-receipt of the Products must be made in writing, quoting the account and Order Confirmation number to the IHS’ Customer Care Department, within thirty (30) days of the estimated date of delivery as stated in the Order Confirmation.

10. The Products supplied herein are provided “AS IS” and “AS AVAILABLE”. IHS does not warrant the completeness or accuracy of the data, material, third party advertisements or information as contained in the Product or that it will satisfy Client’s requirements. IHS disclaims all other 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 non-infringement. To the extent permitted by law, IHS shall not be liable for any errors or omissions or any loss, damage or expense incurred by reliance on information, third party advertisements or any statement contained in the Products. Client assumes all risk in using the results of the Product(s).

11. If the Products supplied hereunder are subscription based, then, except as otherwise agreed in the Order Confirmation, the subscription period will run for one calendar year from the start date as specified in the Order Confirmation and the Fees will cover the supply of all issues of the Product published in that year. If Client attempts to cancel the Product subscription anytime during such period: (i) the Fees payable for that year will be invoiced by IHS Representative in full; or (ii) where Client has already paid the Fees in advance, any Fees relating to the remaining period shall be forfeited. In addition to other rights and subject to the provisions of this clause, IHS in its sole discretion may discontinue the supply the Products if Client commits breach of any provision of these terms and conditions.

12. IHS’ total aggregate liability for any damages/losses incurred by the Client arising out of or in relation to IHS’ breach under these terms and conditions, shall not exceed at any time the Fees paid for the Product which is the subject matter of the claim. In no event shall IHS be liable for any indirect, special or consequential damages of any kind or nature whatsoever suffered by the Client including, without limitation, lost profits or any other economic loss arising out of or related to the subject matter of these terms and conditions. However, nothing in these terms and conditions shall limit or exclude IHS’ liability for (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any breach of applicable consumer protection laws.

13. These terms and conditions will be construed under the laws of England and Wales and any dispute or claim arising out of or in connection thereto shall be subject to the exclusive jurisdiction of the English Courts. Client agrees to comply with all US Export laws and regulations and hold IHS harmless for its failure to properly do so. The Parties will comply with all applicable country laws and regulations relating to anti-corruption and anti-bribery.

14. All Products supplied herein are subject to these terms and conditions only, to the exclusion of any other terms which would otherwise be implied by trade, custom, practice or course of dealing. Nothing contained in any Client-issued purchase order, Clients' acknowledgement, Clients' terms and conditions or invoice will in any way modify or add any additional terms to these terms and conditions. IHS reserves the right to amend these terms and conditions from time to time.