

IHS MARKIT SOFTWARE TERMS AND CONDITIONS  
埃信华迈软件条款和条件

Following are the IHS Markit data terms and conditions for licensing the Products and by accessing the Products Customer accepts and agrees to be bound by these terms.

以下为有关许可产品的埃信华迈软件条款和条件，客户访问产品即意味着其接受并同意受本协议条款的约束。

## 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 these Order and these terms and conditions, including the Exhibit(s).

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 licensed purpose.

1.4. “Confidential Information” means: (a) IHS Markit Property; (b) Customer Information; (c) the terms of the Agreement and the 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 Data Exhibit as included below.

1.8. “Expenses” means the expenses incurred by IHS Markit (which have been agreed to in advance or in the 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 the 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 an 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 relevant Order but shall not include or permit

## 1. 定义

1.1 “关联方”是指协议一方控制的、控制协议一方的或者与协议一方共同受同一主体控制的任何法律实体（“控制”是指拥有 50%以上资产或股权并对日常经营有控制权）。

1.2 “协议”是指订单和本条款和条件，包括附件。

1.3 “授权用户”是指仅为协助客户将产品运用于被许可的目的而被授权访问和使用产品或服务的客户（和明确允许并适用的客户关联方的）雇员。

1.4 “保密信息”是指：(a)埃信华迈财产；(b)客户信息；(c)本协议和订单的条款；以及(d)其他基于其自身性质，无论书面或口头形式，接收方知道或者应当知道具有保密性或专有性的任何信息，包括披露方的商业或技术信息。在不限制前述规定通用性的前提下，客户的保密信息包括与客户有关的商业保密信息，但是不包括从埃信华迈的第三方提供方处获取的部分或全部产品或服务或聚合数据的内容和埃信华迈根据双方签订的任何其他协议获得和/或使用的任何信息。

1.5 “客户信息”是指客户向埃信华迈提供的、以便埃信华迈履行本协议项下义务或行使本协议项下权利的任何保密或专有信息/数据。

1.6 “文件”是指埃信华迈向客户提供的、与产品或服务一起使用的材料、用户指引和手册，如适用。

1.7 “附件”是指附于本条款条件后的数据附件。

1.8 “开支”是指埃信华迈向客户提供产品或服务时发生的开支（经双方事先同意或双方在订单中同意）。

1.9 “费用”是指订单中规定的、客户为购买产品和服务而应当向埃信华迈支付的款项。

1.10 “良好行业惯例”是指在任何特定情形中，具备合理的技能和经验的提供方，作为该等产品或/或服务提供方，在相同或相似的情形下，根据所有适用法律法规提供与本协议项下同等的服务和/或相似类型数据时，根据普遍合理预期应当达到的技能、勤奋、谨慎、洞见和操作实践能力水平。

1.11 “埃信华迈财产”是指：(a)埃信华迈拥有、创建或提供的产品及所有信息、业务流程、管理和分析技术和所有相关知识产权，包括算法、分析、聚合数据、数据、数据库、版权、商标、网域名称、文件、格式、预测、公式、信息、发明、专有技术、方法、模型、流程、信息源格式、工具、软件（包括所有源代码和目标代码）、商业秘密、评估、网站、程序、产品以及（除订单中另有约定外）服务和构成服务的材料；和(b)所有上述任何财产的改进、更新或其他修改，以及包含上述任何财产的获准许的衍生作品的任何组成部分。

1.12 “内部使用”或“为内部业务目的”使用是指客户在相关订单中被许可并进一步限定的范围内为其内部业务操作的目的使用，但该使用不包括或许可客户：(a)使用订单许可的产品或服务的全部或任一部分为任意第三方提

Customer: (a) to use all or any part of Products or Services licensed under an 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 an 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 an 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 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 an 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. If the contracting entities of both Parties are registered in China, such invoice issuance date shall be replaced by the following dates in order of preference: (i) the date when both Parties have executed the Agreement, (ii) the Effective Date, and (iii) subscription start date or commencement date otherwise specified in the Agreement. Customer shall pay by wire transfer, and no other means of payment will be accepted, including but not limited to bill. 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 the 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. LICENSE AND USE.**

#### **4.1. License.**

供任何服务或产品（除非另有明确许可，第三方包括客户的关联方）；或 (b) 以任何方式向任意第三方（除非另有明确许可，第三方包括客户的关联方）提供或允许访问，或传播此类产品或服务的全部或任一部分。

1.13 “订单”是指协议双方（或其关联方）签署的、规定了被许可使用的产品或服务、许可期限、费用、开支以及/或特殊条款和条件的订单、补充协议、附件或工作清单（或它们的组合）。

1.14 “产品”是指埃信华迈和/或其第三方提供方依据相关订单向客户提供所有数据、信息、软件、应用程序、报告及文件（包括对操作和使用此类数据、信息、软件、应用程序及文件必不可少的任何工具、技术、流程、商业秘密、专有技术和其他材料及信息或其他埃信华迈财产）或交付成果，产品可能通过电子方式获取或以实物形式交付/接收。产品还包括由埃信华迈提供的、客户在访问产品时可以使用得网络工具、搜索引擎或软件。

1.15 “服务”是指埃信华迈依据订单或工作清单以任何特定形式为客户提供的服务。

1.16 “工作清单”是指协议双方可能签署的，规定相关服务、费用、开支、预计完成日期、或里程碑事件以及任何特殊条款和条件的书面文件。

1.17 “第三方提供方”是指向埃信华迈提供数据或其他知识产权，以便埃信华迈提供产品和/或服务的第三方。

**2. 期限。** 产品/服务的初始期限及任何后续展期在订单中规定（“期限”）。本协议自生效日起生效并保持充分有效，且本协议的规定，除明确规定在终止后继续有效的条款以外，应持续适用于每一订单，直至其期限届满时为止。

### **3. 费用、付款和税费**

3.1 埃信华迈将向客户全额收取订单项下到期应付的所有费用和开支。客户应在形式发票开具之日起 30 天内使用订单和/或工作清单中所规定的货币币种来全额支付相关费用和开支，不得抵销、预提或扣减。如果双方的签约实体均为中国注册的实体，该形式发票开具之日应替换为以下日期（按以下排列，顺序在前的优先适用）：(i) 双方均完成本协议签署之日，(ii) 生效日，或(iii) 订阅开始日或本协议另行规定的开始日期。客户须以转账形式付款。任何其他形式的付款均不予接受，包括但不限于以票据形式付款。如有任何到期未支付款项，客户应按照每月百分之一（1%）或适用法律允许的最高百分率（以较低者为准）额外支付利息，直至款项（包括任何此类利息）支付完毕。对于埃信华迈在收取未付费用、开支或本协议项下应付的其他款项时发生的所有成本和费用，客户应承担全部责任，并补偿埃信华迈。

3.2 除前述费用外，客户应向埃信华迈或相关税务机关（视情况而定）支付本协议或订单项下任何应适用的销售税、使用税、产品或服务税款、增值税、预提税款或类似应支付税款（包括任何罚金、利息或因未能及时支付而产生的类似补偿费用），以确保埃信华迈收到的税后净额不少于前述费用。

3.3 除非附件或订单中另有约定，经至少提前六十（60）天书面通知客户，埃信华迈有权在任何后续展期开始前调整费用。

3.4 客户在本协议和订单项下向埃信华迈支付的费用是基于客户所选择的产品和/或服务的种类、范围和程度约定的。如果客户针对额外的权利或服务需要获得更广泛的授权，客户应与埃信华迈联系，讨论各种备选的授权方式。

### **4. 许可和使用**

#### **4.1. 许可**

4.1.1. Any license(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, 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 any 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 such Order shall prevail.

4.5. **Use Restrictions.** Except as expressly permitted in an 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

4.1.1. 埃信华迈授予客户的许可应在订单中详细写明, 并且以客户遵守本协议和该订单的条款和条件为条件。客户及其授权用户可按照订单中允许的方式, 访问和使用产品和服务, 且除订单中另有明确规定外, 仅供客户内部使用。

4.1.2. 客户应当为其授权用户(如产品和/或服务由客户关联方访问和/或使用, 则包括其关联方的授权用户)的行为和疏忽承担全部责任, 并将采取一切合理措施确保未经授权的人员不能访问产品和/或服务, 且就指定或特定授权用户许可, 及时维护更新所有该等用户名单, 并在埃信华迈提出合理要求时提供该名单以供核验。

4.2. **交付。** 客户应对向客户自身系统传输或交付产品和/或服务 ("**交付**") 所需的任何和所有设备、设施和/或连接负全部责任。埃信华迈对任何此类设备、设施或连接不承担任何责任。如果通过登录访问代码、用户名和/或密码 ("**登录信息**") 的形式交付特定产品/服务, 则客户确认并同意登录信息仅限客户授权用户使用, 并不得与任何其他他人分享。如果登录信息以指定用户为基础向相应指定用户签发, 则此类指定用户的登录信息对获得该登录名的授权用户具有人身属性, 仅供该授权用户使用。对于实物交付的产品, 除非附件或订单中另有说明, 当产品交付时或当埃信华迈向客户提供访问代码从而允许客户访问或立即占有产品时, 应当视为产品已经实际交付并且相关损失风险已经转移至客户。对于以咨询和/或软件实施工作的履行或埃信华迈依据工作清单以任何特定形式为客户提供此类工作的结果内容的服务, 在服务(或每一服务里程碑事件, 如适用)按照订单完成时, 应当视为服务已交付。不损及前述规定的情况下, 若埃信华迈合理怀疑任何登录信息存在未经授权使用的情形, 埃信华迈有权取消客户一项或多项此类登录信息并/或为客户提供替代登录信息且无需向客户承担责任。

4.3. **安全。** 客户将始终保持安全系统和程序的严格程度不低于其应用于其自身的机密或敏感数据和/或系统的安全系统和程序, 以防止任何对产品和服务或对客户或埃信华迈系统未经授权的访问、滥用或破坏。该等安全系统和程序至少应包括: (a) 建立并维持所有合理的程序和系统, 以便根据本协议及其任何订单正确交付数据, 并确保产品和/或服务仅由授权用户访问, 保护产品和/或服务使其免受未经授权的第三方访问、滥用、损坏或破坏; (b) 如客户发现任何未经授权访问或滥用产品和/或服务、埃信华迈系统或客户系统的情形, 及时书面通知埃信华迈, 包括安全漏洞的合理细节以及为解决此问题所采取的措施。

4.4. **使用条款。** 除本协议的条款和条件外, 客户访问和使用 IHS Markit.com 网站或埃信华迈或其任何关联方提供的任何平台或网站均应遵守其中包含的任何"使用条款"; 但是, 如果此类"使用条款"中的任何条款与本协议和/或订单中与适用产品和/或服务的访问和使用有关的条款和条件不一致或相冲突, 以本协议和/或该订单的条款和条件为准。

4.5. **使用限制。** 除订单中明确允许的情况外, 客户同意其(并保证其授权用户均)不得(a)以任何方式去除、掩盖或修改任何产品和/或服务或埃信华迈财产中所使用的所有权标识, 包括任何商标或版权声明; (b) 引用任何产品和/或服务或与之相关的任何商标或版权声明, 以暗示或可能暗示(i)任何产品和/或服务组成客户向其客户提供服务或产品的一部分; 或(ii)埃信华迈为客户向其客户提供的服务或任何其他信息或数据的准确性或质量负责; (c) 复制、传播、展览、出版、再版、扫描、转让、销售、授权、出租、赠予、长期占有、反向编译、反向工程、修改或以其他方式复制、披露或向其他人(包括客户关联方)提供产品和/或服务或其任一部分, 或创造产品和/或服务或其任一部分的衍生作品; (d) 规避或禁用任何产品或服务(或其

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 relevant 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 applicable 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

任何部分)的安全或技术措施; (e)为任何非法的或违法的目的使用, 或以对产品和/或服务产生竞争或创造功能替代品的方式使用任何产品和/或服务; (f)违反任何适用的地方、州、国家或国际法律、法规、条例、规则或规章, 包括任何与竞争或反垄断事务相关的法律、法规、条例、规则或规章; 或(g)侵犯、妨碍、违反或以其他方式违背埃信华迈、其关联方或任何第三方(包括任何第三方提供方)的任何权利, 包括任何版权、数据库权、商标、专利、保密权或任何其他与产品和/或服务有关的专有权或知识产权。

4.6. **修改.** 埃信华迈有权对产品和/或服务进行修改(包括添加、更改或删除), 以反映(a)埃信华迈基于诚信原则单方认为必需或合适的统计、技术、行政、基于市场或其他方面的变更; (b)以符合埃信华迈的第三方提供方的要求; 或(c)埃信华迈基于诚信原则单方认为可能影响该等产品或服务的任何法律、监管或基于市场的变更。

## 5. 知识产权归属

5.1 在埃信华迈与客户之间, 所有埃信华迈财产归埃信华迈(或其关联方或第三方提供方)所有, 所有客户信息归客户所有。埃信华迈可以使用客户向其提出的建议或反馈, 只要该等建议或反馈中不包含客户信息, 埃信华迈就不因该使用而向客户承担任何义务。客户知晓产品和服务不属于职务作品, 而是由埃信华迈、其关联方和/或第三方提供方以通过实际时间、努力和金钱的花费所开发运用的应用方法和判断标准开发、编译、准备、修订、挑选和安排产生的。产品和服务构成埃信华迈(或其关联方或第三方提供方, 视情况而定)的有价值的知识产权和商业秘密, 对其未经授权的披露、使用或传播会造成不可弥补的损害并且构成对埃信华迈劳动和努力成果的不当侵占。

5.2 客户知晓特定的第三方提供方可能对构成或组成产品和/或服务的软件、数据或信息拥有相应权利, 并且同意按照埃信华迈或此类第三方提供方的通知, 遵守第三方提供方关于此类软件、数据或信息施加的限制或条件。作为此类合规要求的一部分, 客户可能被要求与埃信华迈或者第三方提供方签署额外协议, 以收到或继续收到此类数据。第三方提供方的限制和通知可能载于 <https://IHSMarkit.com/terms-of-use.html> 和/或与产品和/或服务一起提供或由第三方提供方直接提供。

5.3 客户知晓, 作为对产品和/或服务专有权的一项合理保护并且为避免违反埃信华迈对第三方提供方承担的任何义务, 任何针对与产品和/或服务相同或源于产品或服务中的数据或信息的散布或传播应被视为对本协议的重大违约(除非本协议或相关订单中另有明确约定)。客户同意采取商业上合理的措施来保护埃信华迈、其关联公司和/或相关第三方提供方对产品和/或服务的专有权(并遵守埃信华迈为保护和行使此类权利而提出的所有合理书面请求)。

## 6. 保密信息

6.1 协议一方(“接收方”)应对另一方(“披露方”)的保密信息保密。接收方应当根据其保护自身同类信息时所采用的谨慎程度(但不低于合理的谨慎程度)保护披露方的保密信息。接收方只能为根据本协议和适用订单的条款履行其义务和/或享受其权益或经披露方书面同意而使用保密信息, 且对保密信息的使用应限于接收方内部。非经披露方事先书面同意, 接收方不得向任何人披露任何保密信息, 接收方(在接收方为埃信华迈的情况

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 an 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 an Order, IHS Markit will defend Customer (and its Affiliates that have licensed 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 relevant 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 any 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 applicable 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 license 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.

下, 包括其关联方) 的授权用户或其他员工除外, 前提是前述授权用户和员工应系为接收方履行其在本协议或订单项下的义务和/或享受其权益之需要访问此类保密信息, 且受到对保密信息的保护程度不低于本协议的使用和披露限制的约束(合称"代表").

6.2 协议一方对其代表针对此类保密信息的作为和不作为以及对保密义务的遵守负责。

6.3 保密信息不包括: (a)并非由于接收方或其代表违约而在当前或此后为公众所知的信息; (b)接收方能够证明其从披露方处收到前已经合法取得的信息; (c)接收方在未使用任何披露方保密信息的情况下独立开发的信息; 或者(d)接收方从第三方取得的信息, 且该过程未违反保密义务。

6.4 接收方可以按照法院或政府机构的有效命令或要求披露由披露方提供的保密信息, 但前提是(i) 在法律允许的情况下, 接收方应当及时书面通知披露方, 使得披露方有机会采取措施防止披露或保护其保密信息, (ii)进行该等披露的接收方应合理配合披露方的任何努力, 以寻求对接收方将要披露的信息进行保密处理, 及(iii)该等信息不得被剥夺其作为保密信息的资格, 无论是向披露前追溯性地进行还是在披露后进行, 但法律另有要求的情况除外。

## 7. 赔偿

### 7.1 埃信华迈的赔偿

7.1.1 除订单中另有明确规定的情况外, 如任何第三方主张客户依据本协议和相关订单的条款使用的由埃信华迈提供的产品和服务侵犯了该第三方的专利、商业秘密、版权或其他专有权利("客户侵权索赔"), 埃信华迈将为客户(及获得适用产品和服务许可的客户关联方)和其各自的董事、高管、员工、继承方及受让方提供抗辩, 且在法院支持的第三方因该客户侵权索赔而获得的损害赔偿范围内(包括相关合理的律师费), 给予客户赔偿, 并使其免受损害。

7.1.2 对于基于以下原因导致的客户侵权索赔, 埃信华迈无须承担本协议或任何订单项下的责任: (a)未经授权分销或未按照本协议和适用订单的规定使用产品或服务; (b)未经埃信华迈明确书面授权而修改产品或服务(包括与任何其他服务、软件或数据组合使用), 或修改不符合文件规定; (c)使用并非当时最新的产品版本, 且如使用当时最新的产品版本可以避免侵权; (d)为了遵守客户提出的或代表客户提出的流程、设计、方案或规格要求; 或(e)任何第三方对客户提起诉讼, 主张产品或服务侵犯了第三方普遍无须授权即可使用, 或可以免费或公开获得授权的, 被合理认为属于公有领域基本要素的技术、方法或发明的权利。

7.1.3 如果产品或服务被裁定或判决认定为或埃信华迈认为产品或服务侵犯他人权利, 埃信华迈可以自行选择并承担相应费用: (a)修改产品或服务, 使其不再具有侵权性; (b)以具备同等功能的非侵权产品或服务替代该产品或服务; (c)为客户取得相应许可, 从而使客户能够继续使用本协议项下提供的产品或服务; 或者如果采取上述(a)、(b)或(c)项措施在商业上不合理, 那么(d)终止与侵权产品或服务相关的订单, 将客户为该等侵权产品或服务已支付的费用退还给客户; (i)对于订阅产品或服务, 自客户侵权索赔之日起按比例折算; 或者(ii)对于无限期授权的软件产品, 按照五(5)年折旧期间按比例折算。本第7.1条规定了侵犯第三方的任何专有权利时埃信华迈承担的全部责任以及客户享有的唯一排他性救济。



## 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 (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 an 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 AN 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

## 7.2 客户的赔偿

7.2.1 如任何第三方主张埃信华迈依据本协议的条款和条件使用的客户信息和/或客户向埃信华迈提供的与产品和/或服务有关的材料、数据、方法、软件、信息或设备侵犯或不当使用了该第三方的任何专利、商业秘密、版权或其他专有权利("埃信华迈侵权索赔"),客户将为埃信华迈、其关联方及其各自的董事、高管、代理、员工、继承方、受让方和所有第三方提供方及其各自的关联方、董事、高管、代理、员工、成员、合作方、继承方和受让方(统称"埃信华迈受偿方")提供抗辩,且在法院支持的第三方因埃信华迈侵权索赔而获得的损害赔偿范围内(包括相关合理的律师费),给予埃信华迈赔偿,并使其免受损害。如果客户信息或客户向埃信华迈提供的此类材料、数据、方法、软件、信息和/或设备被裁定或判决认定为或埃信华迈合理认为侵犯他人权利,埃信华迈将停止使用这些客户信息,并无需向客户承担违反或不履行客户信息据以提供的本协议的责任。

7.2.2 如果因为(a)任何第三方就客户允许或遭遇任何第三方访问或使用产品和/或服务或其任一部分(或由此衍生或与此相关的数据或客户服务或产品)(无论埃信华迈是否同意此类使用)向埃信华迈受偿方提出的索赔、诉讼或法律程序;或(b)任何违反本协议或订单约定使用产品和/或服务,而引起任何损失、责任、损害、花费(包括合理的律师费)和开支,客户应就该等损失、责任、损害、花费(包括合理的律师费)和开支向埃信华迈受偿方进行赔偿、提供抗辩并使其免受损害。

7.3 **赔偿程序。**协议一方承担本协议第7条中所规定的赔偿义务的前提条件是:受偿方应当向赔偿方提供(a)关于索赔事项的及时书面通知(仅是未能提供此类通知不能免除赔偿方的赔偿责任和抗辩义务,除非赔偿方抗辩或和解相关索赔的能力因此受到实质损害);(b)关于索赔事项抗辩或和解的单独控制权;以及(c)合理的配合和协助,费用由赔偿方承担。如果受偿方决定参与法律程序并/或聘请律师代理,相关费用和开支应当由受偿方自行承担。未经受偿方事先书面同意(但受偿方不得有不合理的拒绝或延迟给予此类书面同意,或对其附加不合理的条件),赔偿方不得代表受偿方就任何该等索赔进行任何达成和解或妥协,或承认错误或过错,或自认责任等要求受偿方承担责任或义务的行为。

## 8. 免责声明和责任限制

8.1 **保证事项免责声明。**客户认可埃信华迈所提供的产品和服务均以"现状"提供,并且在法律所允许的最大范围内,埃信华迈及其关联方和第三方提供方在此明确表示,未提供任何有关以下事项的陈述、保证、条件或承诺,不论是明示的、默示的、法定的或其他的:(I)产品和/或服务或使用期间获得的成果;或(II)在本协议或订单项下提供或获取的任何数据、文件或材料,包括其:A)适销性或特定用途的适用性;或B)连续性、准确性、及时性或完整性,并且客户在此确认除本协议明确规定的陈述、保证、条件或承诺外,未依赖于埃信华迈、其关联方或任何第三方提供方作出的任何其他陈述、保证、条件或担保(无论明示或默示)。

8.2 埃信华迈及其关联方和任何第三方提供方均不就客户或客户的关联方或客户遭受的、因以下原因引起或与之相关的损失或损害,向客户承担任何责任,无论是合同责任(包括赔偿约定)、侵权责任(包括过失)、保证责任(明示或默示)、法定责任或其他责任:(a)任何产品或服务的不准确、错误或缺失,不论其产生的原因;(b)客户或其任何关联方或客户因依

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 an 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 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 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 license/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 an 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

赖于或基于任何产品或服务所做出或采取的任何建议、意见、推荐、指导、预测、判断、发表、结论或行动（或不行动）方案。

8.3 埃信华迈及其第三方提供方和客户均不承担任何间接损害、惩罚性赔偿、特别损害或其他间接损失，即使已经事先被告知发生该等损失或损害的可能性。上述间接损失包括：因本协议引起或与之相关、或因使用或无法使用产品或服务引起或与之相关的(a)实际或预期利润损失、经营收入损失、费用节省损失或业务损失；(b)数据或信息丢失；(c)商誉或名誉损失，和/或其他类似损失；或(d)业务中断。

8.4 除本协议第 7.1 条和第 7.2 条所规定的每一方的赔偿责任外，埃信华迈及其第三方提供方和/或客户对协议或订单另一方全部索赔承担的责任（包括合同、侵权（包括过失）、保证（明示或默示）、法定或其他责任）仅限于经济赔偿且其总额不超过：(a)对于产品，客户在此前十二（12）个月内为涉及责任的相关产品向埃信华迈支付的费用（或在客户责任情形时，客户应支付的费用）；或者(b)对于专业服务（包括咨询和/或软件实施工作的履行或埃信华迈依据工作清单以任何特定形式为客户提供的此类工作的结果），经济赔偿总额不超过客户为索赔中涉及的服务向埃信华迈支付的费用（或在客户责任情形时，客户应支付的费用）。

8.5 例外。本第 8 条中规定的责任限制不适用于协议任何一方因其重大过失或故意违约导致的死亡或人身损害或因其欺诈或欺诈性错误陈述而导致的损害或责任或其他法律规定不得排除的损害或责任。本协议第 8.3 条和第 8.4 条中规定的责任限制不适用于协议任何一方就下列各项须承担的损害赔偿：(a)因客户（或其关联方或授权用户）违反许可/授权使用而引起的索赔或损失；和/或(b)客户在本协议第 3 条（费用、付款和税费）项下的责任。

8.6 若任何一方、其关联方，或任何其授权用户违反或可能违反本协议或订单的任何约定，另一方有权申请禁制令要求履行本协议或订单约定，但其采取其他措施或寻求救济的权利不受此影响。

## 9. 终止

9.1 埃信华迈提出终止。埃信华迈可在以下情形下按下列方式终止订单和取消或撤销根据相应订单提供的全部或部分产品和/或服务：

(a)当提供产品/服务所使用的数据被合理认定为在合法性、质量、数量、可获得性或显著性方面无法满足商业需求或产品和/或服务（依据埃信华迈的善意认定）成为不合法，受到第三方索赔或因其他原因无法继续提供时，可向客户发出书面通知终止，但前提是埃信华迈的该等终止应普遍适用于其客户；

(b)客户实质性违反本协议或订单中的约定，并且（在违约行为可以纠正的情况下）未能在收到书面通知后三十天内纠正其违约行为；

(c)客户发生下列情况：被指定接管人或管理人；通过清盘决议或者有管辖权的法院作出对客户进行清盘的裁决；被下达破产管理令；与债权人订立自愿协议；或根据国家或地方法律发生的等同于前述内容的情况，除非此类安排的目的是为了在非破产情形下进行善意合并或重组；或

(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 licence 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 an Order or any license 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 an Order, and unless otherwise expressly stated in the Exhibit or Order:

(a) Customer shall pay all Fees, taxes and other sums owed under such Order in respect of the period up to the date of such termination. In the event of any termination of an 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 licence shall) immediately cease using the Products or Services provided under the expired or terminated Order.; 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.

Customer represents and warrants to IHS Markit that it is not purchasing license for any Products or Services on behalf of or for the benefit directly or indirectly of the US Government or any US Government Agencies.

(d) 客户或其相关关联方控制权发生任何变化（无论是合并，股权转让或是其他），或者客户或其相关关联方出售、出租或转让其全部或绝大部分财产。

**9.2 客户终止。** 客户有权在以下情形终止订单和取消其根据相应订单提供的产品/服务的访问：

(a) 埃信华迈实质性违反本协议或订单中的约定，并且（在违约行为可以纠正的情况下）未能在收到书面通知后三十天内纠正其违约行为；

(b) 相应产品或服务的使用（在本协议或订单允许的范围内）根据有管辖权的法院或监管机构的裁决被认定为不合法时，在任何时候书面通知埃信华迈；或

(c) 埃信华迈发生下列情况：被指定接管人、行政接管人或管理人；通过清盘决议或者有管辖权的法院作出对客户进行清盘的裁决；被下达破产管理令；与债权人订立自愿协议；或根据国家或地方法律发生的等同于前述内容的情况，除非此类安排的目的是为了在非破产情形下进行善意合并或重组。

**9.3** 协议的终止并不免除协议任何一方此前已产生的任何责任，或者客户为未受影响的产品或服务付款的义务。当协议或订单终止时，客户在终止日已经产生的所有费用和开支应当自动并立即到期应付且亦应受本协议第 3 条的约束。

**9.4** 如发生延迟付款或不付款，或者埃信华迈合理认定存在下列情况，埃信华迈有权暂停提供产品或服务或其任何部分的许可并立即生效：(a) 客户违反本协议或订单的条款或其项下授予的任何许可；(b) 客户未能配合针对违约行为的合理调查；(c) 为了遵从(i)第三方提供方施加的实质性合同要求所发生的变更，或(ii)适用的法律、法规或任何相关监管机构的决定，确有必要这样做。

**9.5 终止效力。** 订单期满或终止后，除非附件或订单另有明确约定：

(a) 客户应支付该订单项下截至终止日为止已产生的所有应付费用、税费和其他款项。如果订单依据第 9.1(b)、9.1(c)或 9.1(d)条终止，客户所支付的任何费用在任何情况下均不予退款。如果订单依据第 9.1(a)或 9.2 条终止，埃信华迈应按比例退还埃信华迈就被终止订单项下的产品或服务所收取的费用中与终止日以后的期间所对应的部分；并且

(b) 该订单中授予的所有许可将同时立即终止，并且客户应（并确保该许可项下获访问和使用的所有关联方）立即停止使用期满或被终止的订单项下提供的产品或服务。；并且

(c) 客户应在期限终止或期满后三十（30）日内，(i) 销毁其占有或控制的构成相应产品和/或服务的所有软件、数据、文件或信息的所有实体文本，并且(ii) 从其（及其关联方的，如适用）系统、服务器或其他形式的数据存储设备中永久清除相应产品或服务的电子副本，包括构成产品或服务的任何数据，但客户可以为了满足法律要求而在必要范围内保留一份数据副本，前提是此类保留数据应被视为第 6 条所规定的保密信息，不再易于获取，并且不得用于任何其他目的。客户应在埃信华迈合理要求时配合埃信华迈确认客户（及其关联方，如适用）对前述规定的遵守情况，包括但不限于向埃信华迈提供客户已遵守本段规定的书面保证。

## 10. 美国政府使用。

客户向埃信华迈陈述并保证，其并非直接或间接代表美国政府或任何美国政府机构、或为美国政府或任何美国政府机构的利益购买任何产品或服务



Customer shall not make the Products or Services available to the US Government or any of its agencies.

## 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 applicable 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.

的许可。客户不会将产品或服务提供给美国政府或其任何机构。

## 11. 法律遵守

11.1 **不具建议性。**许多埃信华迈产品和服务仅面向金融市场和其他特定行业的专业人士。任何服务均不得被理解为任何形式的财务、投资、法律、税务或其他建议，也不应被视为购买、出售或进行任何其他投资或证券交易的要约、推荐或要约邀请。客户不得使用产品/服务向其客户或任何其他第三方，传输、承诺或鼓励任何未经授权的投资建议或财务宣传，或提供任何建议、推荐、指导、出版物或快讯。产品/服务中的任何内容均不构成埃信华迈对任何贷款、证券或投资的购买或出售的招揽。

11.2 **反腐败。**协议双方均应遵守所有适用的反腐败法律和法规，包括美国《反海外腐败法》和英国《反贿赂法》。协议双方同意不在本协议有关项下从事、提供、给予或收受贿赂，或以其他方式参与腐败行为。未能遵守反腐败法律将被视为本协议项下的重大违约。

11.3 **出口管制和制裁。**协议双方均应遵守所有适用的出口管制和制裁法律法规，包括美国财政部外国资产控制办公室颁布的法规和其他适用于产品和/或服务的相关的当地出口法律。协议双方同意不违反订单或适用的出口管制或制裁（包括美国政府实施的全域性制裁）出口、再出口或转让在本协议项下收到的任何商品或产品/服务。协议各方同时承诺将不会导致另一方违反任何适用的美国出口管制和制裁法律法规或其他适用于产品和/或服务的相关的当地出口法律。未能遵守所有适用的出口法律将视为本协议项下的重大违约。

11.4 **反奴隶制。**协议各方在履行其在本协议项下义务时，应遵守所有不时生效且约束其的适用反奴隶法律、法规、规章，包括但不限于 2015 英国《现代反奴隶制法》。

## 12. 数据保护和他安全。

12.1 埃信华迈将根据埃信华迈隐私政策处理所有个人数据，该政策内容请参考 <https://ihsmarkit.com/legal/privacy-policy.html>。为了提供产品和/或服务，埃信华迈可以：(a)使用、收集、存储、披露和处理个人数据；并且(b)将个人数据传输到欧洲经济区内外。客户在此确认，在向埃信华迈提供任何个人数据之前，其已通知并且如有需要，获得授权用户和任何其他个人的同意，以处理、使用和传输适用订单和本协议项下其个人数据。如适用，埃信华迈数据处理政策（受 GDPR 约束）构成本协议的一部分，该政策内容请参考 <https://ihsmarkit.com/Legal/privacy.html>。

12.2 **一般合规性。**在本协议有效期内，协议各方将始终：(i)遵守所有适用的隐私、消费者保护、数据安全和类似的法律、规则和法规（“隐私和安全要求”）；(ii)仅在本协议允许的情况下或依照披露方的合法书面指示，使用、操作、处理、收集、维护、存储、传输和销毁与产品和/或服务有关的客户信息；(iii)维持并执行安全程序，以确保客户信息和产品和/或服务的机密性；(iv)维持符合公认行业最高标准（例如 ISO/IEC 27001）的信息安全计划来防范意外或恶意威胁；(v)采用合理控制措施来预防、发现和应对恶意软件或网络安全攻击；及(vi)维持其信息安全和隐私计划，并向相关方的全体人员（及承包商，如适用）传达该等计划。

12.3 **病毒。**各方应尽商业上合理的努力建立防病毒软件保护，以防止产品和/或服务感染任何病毒或蠕虫。

### 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 an 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 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 and its Affiliate(s) and 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 an 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 an applicable 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 the People's Republic of China without regards to its conflict of laws principles. Each Party submits to the exclusive jurisdiction of China International Economic and Trade Arbitration Commission for the purposes of determining any dispute arising out of this Agreement, an Order or the transactions contemplated by them. The language used in such arbitration, including the language of the decision and the reasons supporting such decision shall be English. 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

### 13. 其他

13.1 **产品/服务的提供。** 在提供产品和/或服务时，埃信华迈应根据良好行业惯例，尽其商业上合理的努力履行其义务。

13.2 **独立缔约方。** 协议双方属于独立订约方。本协议或订单并未在协议双方间建立合伙关系、合资关系、代理或雇佣关系。

13.3 **完整协议。** 本协议、附件和订单构成协议双方就本协议事项达成的完整协议，并替代协议双方此前就订单的主旨事项所达成的所有书面或口头的建议、保证、陈述或协议。客户签发的采购订单、采购订单确认书或采购订单条款和条件中所包含的任何内容（包括采购流程要求的任何在线条款）均不会以任何方式修改本协议和订单或补充额外的条款或条件。客户签发的采购订单仅供客户内部管理目的使用，对双方均无约束力，无论是否已按客户要求确认知晓、签署或处理。

#### 13.4 合同相对性

13.4.1 如果客户代表自身及其关联方签署了订单，且客户关联方访问或使用产品和/或服务，客户应负责确保自身、客户关联方、客户的授权用户以及客户关联方的授权用户遵守本协议。

13.4.2 如果客户关联方代表自身签署了订单，则订单视为埃信华迈和客户/关联方之间的独立合同，客户/关联方负责确保自身和其授权用户（及订单添加的任何关联方）遵守本协议。

13.5 **协议变更。** 未经相关各方的授权代表正式签署书面文件，对本协议（或订单或附件）的变更均属无效。

13.6 **权利放弃。** 协议一方未履行或迟延履行使本协议赋予的任何权利或救济，不视为其对将来行使该项权利或救济或任何其他权利或救济的放弃。

13.7 **转让。** 非经埃信华迈事先书面同意，客户不得（直接或间接、通过法律运作或其他方式）转让本协议或订单或其在本协议或订单项下的任何权利或义务，但是埃信华迈不得在给予同意时附加不合理的条件，也不得无故拒绝或拖延给予同意。如果要求进行的转让存在以下情形：(a) 转让给埃信华迈的直接竞争对手；(b) 会干扰本协议项下的任何义务的履行；或者(c) 会变更协议双方约定的使用范围和意图，则该等转让属于不合理的转让。违反上述规定实施的转让或出让行为均无效。若对产品和/或服务没有重大不利影响，埃信华迈有权将本协议或适用订单或其中任何部分出让、委托、转让或概括转让给其任何关联方。

13.8 **对于继承人有约束力。** 本协议和订单应当对于协议双方及其各自的继承人和被允许的受让人均有约束力，并符合它们的利益。埃信华迈有权自行决定聘请其选定的分包商履行或行使本协议项下的任何或所有义务和权利。

13.9 **法律选择。** 本协议和订单及其拟进行的交易（包括非合同争议或索赔）的解释、有效性和履行，应受中华人民共和国法律管辖，不论其冲突规范如何规定。因本协议和订单及其拟进行的交易而发生的任何争议，各方应提交至中国国际经济贸易仲裁委员会（“CIETAC”）专属管辖解决。仲裁所使用的语言（包括仲裁裁决以及支持仲裁裁决的理由）为英文。协议双方在此同意，本协议不适用1980年《联合国国际货物销售合同公约》。尽管有上述规定，埃信华迈可以在任何其他司法管辖区提起法律程序，以请求立即禁令救济或具体履行，避免任何适用的时效届满，或保留对其他债权人的优先地位或避免难以确定的且无法补救的伤害和损害；并且客户不得以法律已经提供充分赔偿，不存在不可补救的损害或任何其他理由为由，对埃信华迈的上述权利提出异议。解释或适用本协议条款时以本协议的英文文本为准。

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. The English language version of the Agreement will be controlling in the interpretation or application of the terms of the Agreement.

**13.10. Force Majeure.** Either Party may be excused from the performance of any obligation under this Agreement or an 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 (whether known to the public or not), 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 an 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 three (3) 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 an 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 an Order (a) as an intended third-party beneficiary or (b) if applicable, in accordance

**13.10 不可抗力。**如果协议一方因其无法合理控制的任何行为或情形而无法履行本协议或订单项下的任何义务，该协议方可以免于履行本协议或订单项下的义务。上述事件或情形包括：天灾、恐怖主义行为、自然灾害、政府行为（无论是否为公众所知）、互联网故障、火灾、洪水、战争或其他灾难、工潮、禁运，或者供应商或分包商因上述事件发生的延误。

**13.11 可分割性。**如果本协议或订单任何条款被认定为无效或不可执行，该条款应视为被删除，且各方应诚意协商，以商定能尽最大可能实现原条款所预期之商业结果的替代条款。本协议其他条款仍将保持完全的法律效力。

**13.12 通知。**本协议或订单项下要求的所有通知必须采用书面方式，并通过当面递交、知名快递服务公司递送、需送达回执的挂号信、发送方取得送达确认的传真、或者经过确认的电子邮件方式送达至本协议首页载明的地址或者协议双方不时书面指定的其他地址。以上述方式收到的通知应当视为已经成功送达。所有法律通知还须抄送至：“收件人：埃信华迈法务部，总法律顾问，450 West 33rd Street, 5th Floor, New York, NY 10001, USA。”

**13.13 公开。**埃信华迈有权在其公关、营销和销售工作中，使用客户名称和徽标将客户列为埃信华迈客户，并为提供产品和/或服务之必要，以其他方式使用客户的名称、商标、服务标记或徽标。一方在其他方面使用另一方的商标、商号、服务商标或发布另一方的其他信息，均应当取得另一方的事先书面同意。

**13.14 诉讼时效。**除非本协议中另有规定，因本协议引起的任何诉讼应当在相关诉因发生之日起，或者在主张权利方应当合理发现存在相关诉因之日起（以时间在后者为准）三（3）年内提出。

#### **13.15 审计**

**13.15.1** 经向客户发出合理通知，客户应允许埃信华迈（或埃信华迈的代表）在合理时间内到客户现场并/或检查客户的相关账簿、记录、系统和设施，以使埃信华迈能够核实客户：(a)遵守本协议条款和/或订单，和(b)与接收、维护、使用和保留产品相关的物理和技术环境。埃信华迈在进行此类审计时应尽合理努力在可行范围内减少给客户的正常业务活动造成重大干扰。

**13.15.2** 埃信华迈也可以要求（但每个日历年不超过一次）客户完成审计调查问卷并返还客户或其授权用户（视情况而定）使用产品和/或服务相关的回复文档，以代替执行现场审计。客户未能及时回复此类调查问卷和/或提供回复文件将被视为对本协议的重大违约。

**13.15.3** 如果上述任何审计或调查问卷回复中发现客户信息安全控制中存在影响产品和/或服务或埃信华迈财产安全性的缺陷，则客户应立即处理并修复此类已识别的缺陷。

**13.16 继续有效。**本协议或订单的条款和条件（包括本协议第 6、7、8、9、11 和 13.9 条），为执行该等条款本身并为实现该等条款所保护的协议方利益之必要，应在本协议期满或另行终止后在最大限度内继续有效。

**13.17 第三方权利。**埃信华迈关联方在以下情况中，有权执行和/或依赖本协议或订单的权利或利益：(a)作为预期的第三方受益人，或(b)根据美国

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".

## SOFTWARE EXHIBIT

### 软件附件

#### 1. DEFINITIONS.

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

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

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

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

#### 2. FEES.

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

**2.2** Unless Customer is in material breach of the Agreement, the Products or Maintenance ordered by Customer on a term basis under this Exhibit will automatically renew for successive 12 month renewal terms, unless either Party provides the other Party with written notice of its intent not to renew at least 30 days before the end of the initial or any renewal term.

#### 3. LICENSE/AUTHORIZED USE.

##### 3.1 LICENSE TYPES

**3.1.1 "Client License"** means a type of license that allows the Authorized Users (number specified on the Order, if applicable) of Customer (as of the effective date of the license) to access the Product. A Customer License does not include the right to allow use by Authorized Users of Customer's Affiliates.

**3.1.2 "Enterprise-Wide License"** means a type of license that allows the Authorized Users (number specified on the Order, if applicable) of Customer and Customer Affiliates (as of the effective date of the license) to access the Product.

**3.1.3 "Divisional License"** means a type of license that allows the Authorized Users (number specified on the Order, if applicable) of Customer and Divisional Affiliates (as of the effective date of the license) to access the Product. For the purposes of this Section, "Divisional Affiliate" means any legal entity which is: (i) directly controlled by Customer or Customer's parent company (ownership of more than 50% of assets or stock with control over day-to-day operations), and (ii) together with

1999年《合同(第三方权利)法》("1999年法")或任何相关司法管辖区的同等法律(如适用)。除上述内容外,特此排除该1999年法的适用。

**13.18 授权签署。**代表任何实体签署订单的人士在此陈述并保证,其已获正式授权,具有签署和提交订单的充分权限。每一方在此向另一方声明并保证:(a)其拥有根据其条款签署、交付和履行订单的全部权利、权力和授权;及(b)订单已由该方或该方代表妥为签署及交付,并构成该方的合法、有效及具约束力的义务,且可根据其条款对该方强制执行。

**13.19 协议文本。**协议双方可同时签署两份或多份订单文本,各份已签署的订单文本均视为订单的正本,共同构成同一协议文件。

**13.20 电子签署。**协议一方同意另一方在签署订单时使用电子签名。电子签名应被视为有约束力的签名正本,任何一方均不会否认其法律效力和可执行性。

**13.21 解释。**条款标题仅供参考,不构成本协议的一部分。在本协议或订单中使用的"包括"和"包含"一词都被视为后跟"但不限于"一词。

#### 1. 定义

**1.1 "错误"**是指产品未能按照文件或订单的规定运行或提供相应的功能。

**1.2 "维护服务"**是指下述第5条中所述的服务。

**1.3 "支持服务时段"**是指在文件中列出的时间段,不包括周末和埃信华迈的节假日。

**1.4 "更新"**是指通常无需额外收费便可向维护服务的购买方提供的产品的错误修正、补丁、漏洞补丁、微小修改或新发布版本。更新不包括埃信华迈自行确定的需要另行取得许可和收取费用的任何重大修改、可选内容或将来的产品。

#### 2. 费用

**2.1** 根据相关订单的规定,如适用,客户应预付埃信华迈许可产品和维护服务的费用。所有费用均不可退款。除非在订单中另有约定,经至少提前45天书面通知客户,埃信华迈有权在初始12个月订阅或维护服务期限届满后修改费用;该等修改每12个月不超过一次。

**2.2** 除非客户严重违反协议,客户依据本附件订阅的有固定期限的产品或维护服务将在期满后自动续期12个月,除非协议一方在初始协议期间或任何续展期间届满前至少提前30天书面通知另一方,表明其不再续期。

#### 3. 许可/授权使用

##### 3.1 许可类型

**3.1.1 "客户许可"**是指允许客户的授权用户自许可生效日起访问产品的一种许可类型。授权用户人数在订单中予以规定,如适用。客户许可不允许客户关联方的授权用户使用。

**3.1.2 "企业范围内许可"**是指允许客户和客户关联方的授权用户自许可生效日起访问产品的一种许可类型。授权用户人数在订单中予以规定,如适用。

**3.1.3 "部门许可"**是指允许客户和部门关联方的授权用户自许可生效日起访问产品的一种许可类型。授权用户人数在订单中予以规定,如适用。本条中的"部门关联方"是指客户或客户母公司(持有超过50%资产或股权并控制日常经营)直接控制,且和客户在客户企业内部共同运营一个单独的业务部门。

Customer operates a distinct and separate business division/unit within the Customer enterprise.

**3.1.4 “Site License”** means a type of license that only allows Customer to access the Product from the locations listed in the Order. Proxy or community access from locations not listed in the Order is strictly prohibited. Site License may include Customer Affiliate’s locations as sites, if the Order specifically lists the Customer Affiliates’ locations.

**3.1.5 “Standalone License”** means a type of license that allows Customer the right to download or access the Products on a single computer. Authorized Users shall only be authorized to access the Products on such computer.

**3.1.6 “User License”** means a type of license that allows the number of Authorized Users specified in the Order to access the Product through user name and passwords either: (i) on a concurrent basis (i.e. allowing up to the specified number of Authorized Users the rights to access the Products simultaneously) or (ii) on a generic/named user basis.

## 3.2 Authorized Use

**3.2.1 License Grant.** IHS Markit grants to Customer, and Customer hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable. Customer may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order will specify information relevant to the license being purchased, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual or term), and (c) the Product(s) being licensed.

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

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

**3.2.4 Effect on Assignment or Change of Control.** Customer acknowledges additional Fees may be payable for License(s) granted under an Order to this Exhibit upon: (a) an assignment of this Agreement and/or such License(s); or (b) a change of control, proposed merger, consolidation, combination, or reorganization involving Customer or Customer’s licensed Affiliates.

## 4. WARRANTIES.

**4.1 IHS Markit Software Products.** Subject to Section 8.1 of the Agreement, IHS Markit warrants that any Products provided by IHS Markit under this Exhibit will comply with all material specifications set forth in the Order or the Documentation accompanying the Product for a period of 90 days from date of delivery, if Customer is to install, or 90 days from date of installation, if IHS Markit is to install. IHS Markit warrants that such Product does not contain known viruses, bugs, or lock-out capabilities, unless expressly set forth in the Order. Upon receiving specific written notice from Customer of a warranty issue, IHS Markit may ask Customer to help reproduce operating conditions similar to those present when Customer detected the warranty issue. Customer’s sole and exclusive remedy for any breach of this warranty is for IHS Markit, in the following order of priority, to: (a) use commercially reasonable efforts to correct such failure within 30 days of receipt of written notice from Customer; or (b) terminate the Order for the defective portion of the Product(s) and refund the Fees paid by Customer for the defective portion.

## 5. MAINTENANCE AND SUPPORT.

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

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

**5.3 Error Reporting.**

**3.1.4 “站点许可”**是指一种类型的许可，仅许可客户在订单中所列明的地点访问产品。在订单中列明的地点外通过代理或第三方站外接入方式访问产品是严格禁止的。如果订单明确将客户关联方地点列出，站点许可也可以将客户关联方地点设为站点。

**3.1.5 “独立许可”**指要求客户仅可用某台特定的电脑下载或访问产品。授权用户仅可自该电脑访问产品。

**3.1.6 “用户许可”**是指一种类型的许可，允许订单中规定数量的授权用户以用户名和密码访问产品，但方式限于(i)并发访问（即仅允许特定数量以内的授权用户同时访问产品）或(ii)指定的客户人员名单上的人方可访问。

## 3.2 授权使用

**3.2.1 授予许可。**埃信华迈向客户授予且客户在此接受一份许可，该许可是有限的、非独占的、不可转让的、不可分许可的且可撤销的。客户仅可为内部使用之目的，在规定的介质和随附文件（如有）中使用产品。与许可相关的信息将在订单中具体规定，包括：(a)许可的类型（如：企业范围、站点或是用户）；(b)许可的期限（如：永久或固定期限）；和(c)许可的产品。

**3.2.2 禁止商业化。**除非本附件中另有明确授权，客户不得转让、分许可、再许可或为商业用途开发产品，或者为第三方交易、商业性分时、租赁或服务用途而使用产品，或公开演示或展示产品，或者以其他方式直接或间接复制全部或部分产品内容或与产品相关的任何资料。

**3.2.3 产品卸载。**若客户更换任何已安装产品的电脑，则客户应当从电脑上卸载产品并拆除埃信华迈为安装产品而向客户提供的硬件或数据，从而确保此后的用户无法占有或访问产品。

**3.2.4 转让或控制变化的效力。**客户知晓，如发生以下情况之一，本附件下的订单授予的许可可能需要增加费用：(a)转让本协议和/或该等许可；或(b)涉及客户或客户被许可的关联方的控制变化、拟进行的合并、整合、组合或重组。

## 4. 保证

**4.1 埃信华迈软件产品。**在协议第 8.1 条效力优先的前提下，埃信华迈保证，埃信华迈依据本附件提供的任何产品自交付之日起九十日内（如果由客户安装产品）或者自安装之日起九十日内（如果由埃信华迈安装产品），均符合订单或产品随附文件中规定的各项重大规格要求。埃信华迈保证，除非订单中另有明确规定，产品不含有任何已知的病毒、漏洞或锁死功能。如从客户处收到关于保证问题的具体书面通知，埃信华迈可要求客户协助重现与客户发现故障时类似的操作情况。客户对于违反上述保证享有的唯一和排他性救济权是由埃信华迈（按照下列优先顺序）：(a)通过商业上合理努力在收到客户书面通知之日起三十天内纠正该等故障；或者(b)终止与产品缺陷部分相关的订单，并退还客户就缺陷部分已支付的费用。

## 5. 维护服务与支持

**5.1 维护服务。**埃信华迈将根据本第 5 条就享受维护服务的产品向客户提供维护服务。不是所有的埃信华迈软件产品均适用维护服务。订单中将列明例外情况。维护服务将由熟悉产品及其运行的合格技术人员以专业、及时的方式提供。

**5.2 软件维护服务台。**埃信华迈将根据届时适用的文件在支持服务时段提供合理数量的电话和在线维护服务。

**5.3 错误报告**



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

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

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

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

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

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

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

**5.9 Maintenance Reinstatement.** Customer may choose to not renew Maintenance. If, after any lapse, Customer desires to resume Maintenance; then, after examination, IHS Markit may choose to reinstate Maintenance under its then current terms, conditions and pricing, provided that Customer pays the Fees for such reinstatement. Reinstatement Fees will be calculated for the entire period of lapse in Maintenance and Support based on the current pricing, plus a reactivation fee.

**5.10 Customer Responsibilities.**

**5.10.1** If Customer discovers any suspected Error(s) in the Product; then, before calling the IHS Markit help desk, Customer must analyze the suspected Error(s) to determine if the Error is the result of Customer's software, hardware, misuse, or misunderstanding of the Product.

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

**5.3.1 客户的报告。** 客户若需要取得维护服务，必须通过电话或电子邮件联系埃信华迈的服务台。该服务台的电话或地址将在订单或当时有效的文件（如适用）中说明。

**5.3.2 重现错误。** 当客户报告可疑的错误后，埃信华迈将询问客户，以确定错误的严重程度。埃信华迈可以要求客户提供协助，以再现客户发现该等错误时的类似操作情况。此类协助可能包括复制输入、输出和数据库转储信息。

**5.4** 作为维护服务的一部分，埃信华迈将在商业合理或双方同意的基础上提供补丁、修改及/或修正。

**5.5 更新。** 当埃信华迈推出向其顾客普遍提供的更新时，埃信华迈会将其作为维护服务的组成部分向客户提供。

**5.6 持续支持服务。** 埃信华迈仅向产品的最新版本以及此前一个版本提供维护服务。

**5.7 支持服务的限制。** 埃信华迈没有义务提供以下维护服务：**(a)** 产品被埃信华迈以外的其他方修改或损坏，或产品的任何部分与其他软件组合或被组合进其他软件；**(b)** 因客户过失、滥用或不当应用、或者未按照文件的规定使用产品、或者因埃信华迈无法控制的其他原因而导致的问题；或者**(c)** 因埃信华迈不支持的硬件或软件导致的问题。若因更新或错误纠正措施使客户在使用产品时必须对其硬件或软件实施修改，埃信华迈不会承担该等修改的费用。

**5.8 产品维护服务的终止。** 若埃信华迈总体上不再为某一产品提供维护支持，或者不再提供之前的特定服务，埃信华迈可以终止本附件中的维护服务部分或者与特定产品相关的维护服务，但应在支持服务期结束前至少提前九十（90）天书面通知客户。

**5.9 维护服务的恢复。** 客户可以选择不再续展维护服务。若客户在暂停使用维护服务一段时间后希望恢复维护服务，则埃信华迈可以在实施必要的检查后决定按照届时适用的条款、条件和定价恢复提供维护服务，但是客户应当为恢复服务支付费用。计算恢复费用应基于最新报价，且将维护服务和支持间断的整个期间都计算在内，再加上再激活费用。

**5.10 客户的责任**

**5.10.1** 若客户发现产品中存在可疑的错误，在电话联系埃信华迈服务台寻求埃信华迈的帮助之前，客户必须首先分析该等可疑的错误，以确定该等错误是否因客户的软件、硬件、误用产品或错误理解产品而导致。

**5.10.2** 若客户报告的问题与客户擅自修改产品直接相关，埃信华迈则可以根据其所花费的专业服务时间以及埃信华迈当时适用的时间和材料费率另外收取服务费以及合理的现款开销；或者，由客户选择，免除埃信华迈为产品中已修改的部分提供维护服务的义务。

**End of Terms and Conditions**

**条款和条件部分至此结束**