

IHS MARKIT TERMS AND CONDITIONS – SERVICES
埃信华迈条款与条件 —— 服务

These IHS Markit terms and conditions, when incorporated by an Order, as defined below, shall govern the Services set forth in such Order (the “**Services**”) and, together with the Order, constitutes the full agreement (the “**Agreement**”) between the applicable IHS Markit entity (“**IHS Markit**”) and its customer (“**Customer**”) (each a “**Party**” and collectively, the “**Parties**”) that executed the Order with respect to the Services provided thereunder. Capitalized terms not otherwise defined herein will have the meaning given to such term in the Order. In the event of a conflict between these Terms and Conditions and any Order, the Order shall govern with respect to the subject matter of the Order. IHS Markit rejects the inclusion of any different or additional terms proposed by Customer, unless expressly agreed to in a writing executed by the Parties and specifically supplementing the Order.

本埃信华迈条款和条件，被订单（定义如下）并入时，应适用于该订单中列明的服务（“**服务**”），并与订单构成所适用埃信华迈实体（“**埃信华迈**”）与签署该订单的客户（“**客户**”）（单指“**一方**”或合称“**双方**”）之间有关订单中所规定服务的完整协议（“**协议**”）。未在本条款和条件中另行定义的术语与订单中规定的术语含义相同。如本条款和条件与任何订单之间存在冲突，与订单标的有关事项应优先适用订单中的规定。除非双方明确书面签署同意特别补充订单协议，埃信华迈在此明确排除并入任何客户建议的不同或附加条款。

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 “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.

1.3 “Confidential Information” means: (a) IHS Markit Property; (b) Customer Information; (c) the terms of the Agreement including each Order; and (d) any information whether in oral or written form that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser (defined below) 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 Services received from IHS Markit and any information made available to and/or to be used by IHS Markit or its Affiliates in accordance with any other agreements in place with the Parties.

1.4 “Expenses” means the reasonable and documented expenses incurred by IHS Markit (as described in the Order) to provide Services to Customer.

1.5 “Fees” means the amount Customer will pay to IHS Markit for Services as indicated in each applicable Order.

1.6 “IHS Markit Property” means: the Reports and includes the data, information, business processes, management and analytics technologies of IHS Markit and all associated intellectual property rights, including (a) any algorithms, analyses, aggregated data, data, copyright, trademarks, domain names, formats, forecasts, formulas, information, inventions, know-how, methodologies, models, processes, tools, and trade secrets, Services and materials forming parts of Services, and (b) any and all derivative works, enhancements, updates, or other modifications to any of the above.

1.7 “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 Customer: (a) to use all or any part of Services including any Report licensed under an Order to provide any service 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 Services in any manner whatsoever to any third party (including its Affiliates unless otherwise expressly permitted).

1.8 “Order” means an order form or statement of work (“**SOW**”) executed by both Parties describing the Service(s) being licensed, the license term, Fees, Expenses, estimated completion dates or milestones (if applicable) and/or any special terms and conditions.

1.9 “Report” or “**Reports**” means any report(s) or other similar deliverables to be provided as part of the Services as set forth in an Order.

1.10 “Services” means services provided by IHS Markit to Customer in any format as specified under an Order or SOW including any Report(s) provided as a part of such Services.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 IHS Markit will invoice Customer for all Fees and Expenses due under this Order and Customer will pay the Fees and Expenses in the currency specified in the Order within 30 days from date of an invoice issued to Customer by IHS Markit 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,

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 “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。

1.3 “保密信息” 是指：(a) 埃信华迈财产；(b) 客户信息；(c) 本协议和每份订单的条款；以及(d) 其他基于其自身性质，无论口头或书面形式，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（定义如下）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获取的部分或全部服务的内容和埃信华迈或其关联方根据双方签订的任何其他协议获得和/或使用的任何信息。

1.4 “开支” 是指按照订单规定，埃信华迈为向客户提供服务而发生的合理且有相应凭证的开支。

1.5 “费用” 是指每份适用的订单中规定的、客户为购买服务而应当向埃信华迈支付的款项。

1.6 “埃信华迈财产” 是指：埃信华迈的报告，包括数据、信息、业务流程、管理和分析技术和所有相关知识产权，包括(a) 算法、分析、聚合数据、数据、版权、商标、网域名称、格式、预测、公式、信息、发明、专有技术、方法、模型、流程、工具、以及商业秘密、服务和构成服务的材料；和(b) 所有上述任何财产的衍生作品、改进、更新或其他修改。

1.7 “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) 使用订单许可的服务（包括任何报告）的全部或任一部分为任意第三方提供任何服务（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，或传播此类服务的全部或任一部分。

1.8 “订单” 是指协议双方签署的规定了被许可使用的服务、许可期限、费用、开支、预估完成日或里程碑事件（如适用）以及/或特殊条款和条件的订单或工作清单（“**工作清单**”）。

1.9 “报告” 是指作为订单中规定的服务一部分所提供的任何报告或其他类似的交付成果。

1.10 “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，包括作为服务一部分的任何报告。

2. 费用、付款、交付和税费

2.1 埃信华迈将向客户全额收取任何订单项下到期应付的所有费用和开支。客户应在埃信华迈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) 订约开始日或本协议另行规定的开始日

(ii) the Effective Date, and (iii) subscription start date or commencement date otherwise specified in the Agreement. IHS Markit may accrue 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.

2.2 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 an Order so that after payment of such taxes the amount IHS Markit receives is not less than the Fees.

2.3 Delivery of Services is deemed to occur when Services (or each Service milestone, as applicable) are completed in accordance with the Order.

2.4 The Fees to be paid by Customer to IHS Markit under the Order are based on the type, scope and extent of the Services selected by Customer. If Customer wishes to request additional Services, IHS Markit and Customer will agree separately on the fee payable for such additional Services.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 As between IHS Markit and Customer, IHS Markit (or its Affiliates) 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 any Reports provided as a part of the Services shall not be considered works for hire, and were developed, compiled, prepared, revised, selected and arranged by IHS Markit and/or its Affiliates through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. The Services constitute valuable intellectual property and trade secrets of IHS Markit and, as applicable, its Affiliates, the unauthorized disclosure, use or dissemination of which would cause irreparable harm and constitute a free ride on IHS Markit's labor and efforts.

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

4. LICENSE AND USE.

4.1 License. IHS Markit hereby grants to Customer, and Customer hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (only as explicitly stated in this Agreement). Customer may use any Services that contain IHS Markit Property and that are set forth in an Order for its Internal Use only.

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

5. CONFIDENTIAL INFORMATION.

5.1 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 or as may be agreed upon in writing by Discloser. Recipient shall not (without the prior written consent of the Discloser) disclose any Confidential Information to any person other than its (and, in the case of IHS Markit, its Affiliates') employees with a need to access such Confidential Information in order for Recipient to perform its obligations and/or receive the benefit of its rights under this Agreement and who are subject to binding use and disclosure restrictions at least as protective as those described in the Agreement (collectively "Representatives"). 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.

5.2 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

期。如有任何到期未支付款项，埃信华迈可按照每月百分之一（1%）或适用法律允许的最高百分率（以较低者为准）收取额外利息，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。

2.2 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）支付订单项下任何应适用的销售税、使用税、货物或服务税款、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。

2.3 就本协议项下提供的服务，当服务（或每一服务的里程碑事件，如果适用）按照订单完成时，应当视为服务已经交付。

2.4 客户在订单项下向埃信华迈支付的费用是基于客户选择的服务类型、范围和程度。如果客户要求获得其他服务，埃信华迈和客户将另行商定此类附加服务的应付费用。

3. 知识产权归属

3.1 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）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。客户知晓作为服务一部分提供的任何报告不属于职务作品，而是由埃信华迈和/或其关联方以通过实际时间、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。服务构成埃信华迈及其关联方（如适用）的有价值的知识产权和商业秘密，对其未经授权的披露、使用或传播将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。

3.2 如协议一方从另一方收到的任何资料上带有另一方或第三方的专有权利标识，包括任何商标、版权声明或其他专有权利告示，该方不应去除或以任何形式更改该等告示，并且应在该等资料的所有副本上复制该等告示。

4. 许可和使用

4.1 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（仅限在本协议明确约定范围内撤销）。客户可以且仅可为内部使用目的的使用订单中列明的、包含埃信华迈财产的任何服务。

4.2 外部使用。客户在其公司以外引述或传播服务前必须取得埃信华迈的事先书面同意。除非获得前述同意，客户不得向第三方出售、出租、转让或分许可服务或其中的任何组成部分，或以其他方式使得第三方可获得或允许第三方接触服务或其任何部分。

5. 保密信息

5.1 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。接收方只能出于为根据本协议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下，包括其关联方）的员工披露，且该等员工系为接收方履行其在本协议项下的义务和/或享受其权益而需要访问此类保密信息，并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”）。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。

5.2 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。

independently develops without using any Confidential Information of Discloser; or (d) Recipient obtains from a third Party without breach of a confidentiality obligation.

5.3 Recipient may disclose Discloser's Confidential Information pursuant to a valid order or requirement of a court or government agency if (a) 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, (b) 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 (c) 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.

6. INDEMNIFICATION.

6.1 By IHS Markit.

6.1.1 Except as otherwise specifically set forth in an Order, IHS Markit will defend Customer (and its Affiliates that have licensed the 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 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.

6.1.2 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 of Services in accordance with the Agreement; (b) the modification of a 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) compliance with protocols, designs, plans, or specifications furnished by or on behalf of the Customer; or (d) any action against Customer asserting that the 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.

6.1.3 If the Services are held or are believed by IHS Markit to infringe, IHS Markit may choose, at its sole expense, (a) to modify the Services so that they are non-infringing; (b) to replace the Services with non-infringing Services that are functionally equivalent; (c) to obtain a license for Customer to continue to use the Services; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order for the infringing Services and refund Fees paid for such infringing Services, prorated from the date of the Infringement Claim. This Section 6.1 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.

6.2 By Customer. Customer will indemnify, defend and hold harmless IHS Markit, its Affiliates and each of their respective directors, officers, agents, employees, successors and assigns, and each of their respective Affiliates, directors, officers, agents, employees, members, partners, successors and assigns (together "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 Services (or Customer services or products derived therefrom or in connection therewith) permitted or suffered by customer or its Affiliates (regardless of whether IHS Markit granted consent for such use); or (b) any use of the Services in breach of the terms of this Agreement or an Order.

6.3 Indemnification Procedure. The indemnification obligations of each Party under this Section 6, 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

5.3 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(a)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，(b)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(c)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。

6. 赔偿

6.1 埃信华迈的赔偿

6.1.1 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服务侵犯了该第三方的专利、商业秘密、版权或其他专有权（“客户侵权索赔”），埃信华迈将为客户（及获得适用服务许可的客户关联方）和其各自的董事、高管、员工、继承方及受让方进行抗辩，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。

6.1.2 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本协议的规定使用服务；(b)未经埃信华迈明确书面授权而修改服务（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)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(d)任何第三方对客户提起诉讼，主张服务侵犯了第三方普遍无需授权即可使用、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。

6.1.3 如果服务被裁定或判决认定为埃信华迈认为服务侵犯他人权利，埃信华迈可以自行选择并承担相应费用：(a)修改服务，使其不再具有侵权性；(b)以具备同等功能的非侵权服务替代该等服务；(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)终止与侵权服务相关的订单，将客户为该等侵权服务已支付的费用，自侵权索赔之日起按比例折算退还。本第 6.1 条规定了侵犯第三方的任何专有权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。

6.2 客户的赔偿。 客户应就以下原因之一引起的任何损失、责任、损害、花费（包括合理的律师费）和开支对埃信华迈和其关联方及其各自的董事、高管、代理、员工、继承方和受让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”）进行赔偿、提供抗辩并使其免受损害：(a)任何第三方就客户或其关联方允许或遭遇第三方接触或使用服务（或由此衍生与此相关的客户服务或产品）（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服务。

6.3 赔偿程序。 协议一方承担本协议第 6 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（但受偿方不得合理地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。

indemnified Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

7. DISCLAIMER AND LIMITATION OF LIABILITY

7.1 Disclaimer of Warranties. CUSTOMER AGREES THAT THE SERVICES PROVIDED BY IHS MARKIT ARE "AS IS" AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER IHS MARKIT NOR ITS AFFILIATES MAKES ANY REPRESENTATION, WARRANTY, CONDITION, OR UNDERTAKING, WHETHER EXPRESS, IMPLIED STATUTORY OR OTHERWISE, RELATING TO THE SERVICES, INCLUDING ANY REPORT, OR THE RESULTS OBTAINED IN USING THEM 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 or its Affiliates, except those expressly set forth in this Agreement.

7.2 Neither IHS Markit nor its Affiliates shall in any way be liable to Customer, whether in contract (including under an indemnity), in tort (including negligence), under a warranty (express or implied), under statute or otherwise, in respect of any loss or damage suffered by Customer or any Affiliate or client of Customer arising in respect of, or in connection with **(a)** any inaccuracy, error or omission, regardless of cause, in any of the 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 the Services.

7.3 NEITHER IHS MARKIT NOR CUSTOMER WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING: **(a)** ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; OR **(b)** LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

7.4 Except for each Party's indemnification obligations under Section(s) 6.1 and 6.2, 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 the Fees paid under the applicable Order.

7.5 Exclusions. The limits on liability set out in this Section 7 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 7.3 and 7.4 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) of its licensed/authorized use; and/or **(b)** Customer's liability under Sections 2 (Fees, Payment, Delivery and Taxes).

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

8. TERM AND TERMINATION.

8.1 This Agreement will 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.

8.2 Termination. Either Party may terminate any specific Order and cancel the Services provided pursuant to such Order:

(a) in the event of a material breach of the provisions of this Agreement or the applicable Order by the other Party 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; or

(b) upon the occurrence of the other Party 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.

8.3 No termination relieves either Party of any liability incurred prior to such termination, or for Customer's payment for unaffected Services. Upon the termination of the Order; all Fees and Expenses owed by

7. 保证事项免责声明和责任限制

7.1 保证事项免责声明。 客户认可埃信华迈所提供的服务均以“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在此明确表示，对于服务包括任何报告及使用，其获取的任何结果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，包括其：**A)** 适销性或特定用途的适合性；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，未依赖埃信华迈或其关联方作出的任何其他陈述、保证、条件或担保（无论明示或默示）。

7.2 埃信华迈及其关联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赖于或基于任何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。

7.3 埃信华迈和客户均不承担协议另一方所遭受的任何间接损害、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：**(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；或**(b)**商誉或名誉损失，和/或其他类似损失。

7.4 除本协议第 6.1 条和第 6.2 条所规定的每一方的赔偿责任外，埃信华迈及其第三方供应商和/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）仅限于在适用订单下支付的费用。

7.5 例外。 本第 7 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 7.3 条和第 7.4 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）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 2 条（费用、付款、交付和税费）项下的责任。

7.6 若协议任何一方或其关联方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相关订单约定，但其采取其他措施或寻求救济的权利不受此影响。

8. 期限与终止

8.1 本协议自生效日起生效并持续完全有效；且除明确约定终止后仍然有效的条款外，本协议条款应持续适用于每一订单直至订单期限届满。

8.2 终止。 协议一方有权在以下情形终止订单并取消根据相应订单提供的服务：

(a) 另一方实质性违反本协议或适用订单中的约定，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；或者

(b) 另一方发生下列情况：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另一方进行清盘的裁决；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。

8.3 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服务付款的义务。当订单终止时，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 2 条的约束。

Customer through the date of termination automatically and immediately become due and payable, subject to Section 2 of this Agreement.

8.4 IHS Markit is entitled to suspend with immediate effect the 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 any 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 any applicable law, regulation or decision of any applicable regulatory body.

8.5 Post Termination. Upon any expiration or other termination of an Order, and unless otherwise expressly stated in an 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 8.2(b) there will be no refund under any circumstances of any Fees paid by Customer. In the event of a termination pursuant to IHS Markit's breach under 8.2(a), IHS Markit shall refund Customer on a pro-rata basis such element of Fees received by IHS Markit in respect of the Service which is the subject of the terminated Order which relate to the period after the date of such termination; and

(b) each Party shall (i) return or destroy all hard copies of the other Party's Confidential Information in its possession or control and (ii) expunge permanently all electronic copies of such Confidential Information from its (and where applicable its Affiliates') systems, in each case, within thirty (30) days of termination or expiration of the Order, except that a Party may retain a copy of any data to the extent necessary for the purpose of satisfying its legal requirements, provided that such retained Confidential Information shall remain Confidential Information for the purposes of Section 5 and is no longer readily accessible and shall not be used for any other purpose, and the Party retaining the Confidential Information of the other Party shall cooperate with any reasonable request of the other Party to verify its (and where applicable its Affiliates') compliance with the foregoing.

9. COMPLIANCE WITH LAWS.

9.1 No Advice. The 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 Services to 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 Services constitutes a solicitation by IHS Markit of the purchase or sale of any loans, securities or investments.

9.2 Anticorruption. Both Parties shall comply with all applicable anticorruption laws, regulations, codes, treaties, and conventions, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Both Parties agree not to pay, give, offer, request, receive, or authorize the payment or giving of bribes or otherwise engage in corrupt actions in connection with this Agreement. Both parties shall ensure all employees and subcontractors used in connection with this Agreement adhere to these standards. Failure to comply with anti-corruption laws will be deemed a material breach of the Agreement.

9.3 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 control and sanctions laws as they apply to the Services. Both Parties agree not to export, reexport, or retransfer any goods or 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, United Kingdom, the European Union, or the United Nations, or other relevant local export laws as they apply to the Services. Failure to comply with all applicable export laws will be deemed a material breach of the Agreement.

9.4 Anti-Slavery. Each Party shall, in performing its obligations under this Agreement, comply with all applicable anti-slavery laws, statutes and regulations, including the UK Modern Slavery Act 2015. Both Parties shall ensure all subcontractors, used in connection with this Agreement adhere to these standards.

9.5 Data Protection and Security. IHS Markit will handle all personal data in accordance with IHS Markit's Privacy Policy, which can be found at <https://ihsmarket.com/legal/privacy-policy.html>. In order to provide the Services, IHS Markit may use, collect, store, disclose and/or process Customer personal data for the purposes described in the Order and this

8.4 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服务或其任何部分并立即生效：(a)客户违反本协议或任何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。

8.5 终止效力。 订单期满或终止后，除非订单另有明确约定：

(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 8.2(b)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 8.2(a)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) 各方应在订单终止或期满后三十（30）日内，(i) 返还或销毁其持有或控制的另一方的保密信息，并且(ii) 从其（及其关联方的，如适用）系统中永久清除该等保密信息的电子副本，但一方可以为了满足法律要求在必要范围内保留一份数据副本，前提是此类保留的保密信息应视为第 5 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。保留另一方保密信息的一方应在另一方合理要求时配合另一方确认保留方（及其关联方，如适用）对前述规定的遵守情况。

9. 法律遵守

9.1 不具建议性。 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。客户不得使用服务向其客户或任何其他第三方，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。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。

9.2 反腐败。 协议双方均应遵守所有适用的反腐败法律、法规、准则、条约和公约，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支付、给予、提供、索要、收受、或授权支付或给予贿赂，或以其他方式参与腐败行为。双方应确保所有员工和所使用的与本协议有关的分包商符合这些标准。未能遵守反腐败法律将被视为本协议项下的重大违约。

9.3 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服务的相关的当地出口管制和制裁法律。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、英国、欧盟及联合国出口管制和制裁法律法规或其他适用于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。

9.4 反奴隶制。 协议各方在履行其在本协议项下义务时，应遵守所有适用的反奴隶法律、法规、和规章，包括 2015 英国《反现代奴隶制法》。双方应确保所使用的与本协议有关的所有分包商符合这些标准。

9.5 数据保护和隐私。 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://ihsmarket.com/legal/privacy-policy.html>。为了提供服务，埃信华迈可以为订单和本协议规定的目的使用、收集、存储、披露和/或处理客户个人数据，在此过程中可能会将个人数据传输到

Agreement, which may involve the transfer of 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 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-policy.html>, constitutes part of this Agreement.

10. U.S. GOVERNMENT USE.

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

11. MISCELLANEOUS.

11.1 Provision of Services. In providing the Services, IHS Markit shall use commercially reasonable endeavors to perform its obligations hereunder in accordance with Good Industry Practice (where "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 of a similar type to that provided).

11.2 Choice of Law. The construction, validity and performance of this Agreement and each 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, any 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 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.

11.3 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 to a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision. Any remaining portions and provisions will remain in full force and effect.

11.4 No Assignment or Modification. Customer may not assign this Agreement without the express written consent of IHS Markit. This Agreement and the Orders represent the entire agreement between the Parties with respect to the subject matter hereof and thereof. No variation of this Agreement or any Order and no waiver of any rights hereunder or thereunder shall be valid unless by written instrument duly executed by authorized representatives of each of the parties to it.

11.5 Publicity. IHS Markit is entitled to refer to Customer (by name and logo) as a customer in its public relations, marketing and sales efforts. 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.

11.6 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.

11.7 Survival. The terms and conditions of this Agreement or an Order (including Section(s) 4, 5, 6, 7, 8, 9 and 11.3 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.

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。如果适用，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>。

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服务的许可。客户不会将服务提供给美国政府或其任何机构。

11. 其他

11.1 服务的提供。在提供服务时，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（“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，作为该等服务提供方，在相同或相似的情形下，提供相似类型同等服务时，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）。

11.2 法律选择。本协议和各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。因本协议和各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。

11.3 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。

11.4 不得转让或修改。除非埃信华迈明确书面同意，客户不应将本协议转让给他人。本协议及订单构成双方就本协议和订单事项达成的完整协议。未经协议各方授权代表另行签署正式书面文件，对本协议或任何订单的任何修改，以及对本协议项下或订单项下的任何权利放弃均不生效。

11.5 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顾客。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。

11.6 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。

11.7 继续有效。本协议或订单的条款和条件（包括本协议第 4、5、6、7、8、9 和 11.3 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。

End of Terms and Conditions

条款和条件部分至此结束