

Following are the IHS services terms and conditions for providing IHS Services and by accessing the Deliverables Client accepts and agrees to be bound by the terms of the Agreement.

以下为有关提供 IHS 服务的 IHS 服务条款和条件，客户访问交付成果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 (ownership of more than 50% of assets or stock with control over day-to-day operations).

**1.2 “Agreement”** means these Service Terms and Conditions, the incorporated Exhibit, and the applicable SOWs.

**1.3 “Client Information”** means any confidential or proprietary information or data provided by Client to IHS to enable IHS to perform its obligations under the Agreement.

**1.4 “Confidential Information”** means: (a) IHS Property; (b) Client Information; (c) the terms of the Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

**1.5 “Divisional Affiliate”** means any legal entity which is: (i) directly controlled by Client or Client’s parent company (ownership of more than 50% of assets or stock with control over day-to-day operations), and (ii) together with Client operates a distinct and separate business division/unit within the Client enterprise.

**1.6 “Deliverables”** means the results of Services performed by IHS for Client under a SOW.

**1.7 “Exhibit”** means the Exhibit which contains the terms or conditions specific to the Services.

**1.8 “Expenses”** means the amount as agreed by the Parties in the SOW incurred by IHS to provide Services to Client. Client shall pay IHS all reasonable and documented expenses, including hotel, meal, and travel costs.

**1.9 “Fees”** means the money owed to IHS for Services provided in the SOW. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client.

**1.10 “IHS Property”** means: (a) the business process, management and analytics technologies of IHS, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and except as otherwise provided in a SOW, Deliverables, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

**1.11 “Services”** means the work performed by IHS for Client under a SOW.

**1.12 “SOW”** means the written Statement of Work, executed by both Parties, describing the Services, Deliverables, Fees, Expenses, estimated completion dates, or milestones and any special terms or conditions.

**1.13 “Taxes”** means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of IHS. Client must submit applicable documentation to receive tax exempt status.

## 2. FEES, PAYMENT, DELIVERY AND TAXES.

**2.1** IHS will invoice Client for all Fees and Expenses due under any SOW and Client will pay the Fees and Expenses in the currency specified in the SOW. Except as otherwise stated in this Agreement, Fees for Services are nonrefundable.

**2.2** Client will pay IHS the Fees and Expenses set forth in an SOW within 30 days from date of an IHS invoice received by Client. IHS may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, and/or (b) discontinue the provision of Services if payment is not received when due. Client has no right of set-off.

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

## 3. OWNERSHIP OF INTELLECTUAL PROPERTY.

**3.1** IHS or its third party providers owns all IHS Property, and Client owns all Client Information. Client may provide suggestions/feedback which IHS may use without any obligation to Client so long as such suggestions/feedback do not include Client Information.

**3.2** Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the

## 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”**指 IHS 服务条款和条件，相应附件和适用的工作清单。

**1.3 “客户信息”**是指为使 IHS 能够履行本协议项下义务，由客户向 IHS 提供的任何保密或专有信息或数据。

**1.4 “保密信息”**是指：(a) IHS 财产；(b) 客户信息；(c) 本协议条款；以及(d) 其他基于其自身性质，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，包括披露方的商业和技术信息。

**1.5 “部门关联方”**指客户或客户的母公司（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/单位的任何法律实体。

**1.6 “交付成果”**是指 IHS 根据工作清单向客户提供的服务成果。

**1.7 “附件”**是指包含针对服务的条款和条件的附件。

**1.8 “开支”**是指在工作清单中列明的 IHS 向客户提供服务时发生的开支。客户应支付所有合理且有凭证的开支，包括住宿费、餐费和差旅费。

**1.9 “费用”**是指工作清单中规定的，应当向 IHS 支付的与提供的服务相关的款项。费用不包括开支和税费，开支和税费应当由客户另行支付。

**1.10 “IHS 财产”**是指：(a) IHS 的业务流程、管理和分析技术，包括但不限于算法、分析、数据、数据库、文件、格式、预测、公式、发明、专有技术、方法、流程、工具、商业秘密以及—除非在工作清单中另有约定—交付成果；和 (b) 所有上述任何财产的衍生作品、改进或其他修改。

**1.11 “服务”**是指 IHS 依据工作清单为客户实施的工作。

**1.12 “工作清单”**是指协议双方签署的、规定了服务、交付成果、费用、开支、预计完成日期、里程碑事件以及特殊条款和条件的书面文件。

**1.13 “税费”**是指增值税、销售税、使用税、进口税以及其他任何税款，但针对 IHS 的所得而征收的税款除外。客户必须提供适用的证明文件以获得免税待遇。

## 2. 费用、付款、交付和税费

**2.1** 对于任何工作清单项下到期应付的所有费用和开支，IHS 将向客户全额开具发票。客户应使用工作清单中规定的货币币种来支付相关费用和开支。除非本协议中另有规定，服务的费用不可退款。

**2.2** 客户应当在收到 IHS 发票之日起三十天内向 IHS 支付相应工作清单中规定的费用和开支。如果 IHS 在到期时没有收到付款，IHS 有权 (a) 按照每月 1% 或者法律允许的最高利率（以较低者为准）收取利息；和/或 (b) 停止提供服务。客户无权进行抵销。

**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）按照工作清单完成时，应当视为服务已经交付。

## 3. 知识产权归属

**3.1** 所有 IHS 财产归 IHS 或其第三方供应商所有，所有客户信息归客户所有。IHS 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，IHS 就不因该使用而向客户承担任何义务。

**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版权、商标或其他专有权利告示，该方不应去除该等告示，并且应在该

other Party and each Party will reproduce all such notices on all copies of such materials.

#### 4. CONFIDENTIAL INFORMATION.

Where either party ("Discloser") provides the other ("Recipient") with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized/ provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information: (i) which is or becomes public knowledge other than by a breach of this clause, (ii) that is required to be disclosed by any applicable law or by any recognized stock exchange, (iii) that is obtained from a third party without breach of an obligation of confidentiality and (iv) which can be shown to have been independently developed by the parties by means other than through its access to the Confidential Information. Upon any expiration or termination of this Agreement or SOW, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement, SOW, as applicable.

#### 5. INDEMNIFICATION.

##### 5.1 By IHS.

5.1.1 Except as otherwise specifically set forth in a SOW, IHS will indemnify, defend, and hold harmless Client for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Deliverables infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of provision of Deliverables under a SOW ("Infringement Claim").

5.1.2 IHS will have no liability under this Section 5.1 for any Infringement Claim arising from: (a) failure to use Deliverables in accordance with the Agreement, (b) the modification of a Deliverable not specifically authorized in writing by IHS; (c) the combination of a Deliverable with any third party software, equipment, or information not specified in the Documentation; or (d) compliance with designs, plans, or specifications furnished by or on behalf of the Client.

5.1.3 If Deliverables are held or are believed by IHS to infringe, IHS may choose, at its sole expense, (a) to modify the Deliverables so that they are non-infringing; (b) to replace the or Deliverables with non-infringing Deliverables that are functionally equivalent; (c) to obtain a license for Client to continue to use the Deliverables; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the SOW for the infringing Deliverables and refund Fees paid for such infringing Deliverables; (i) in case of provision of Deliverables, prorated from the date of the Infringement Claim. This Section 5.1.3 states the entire liability of IHS and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

##### 5.2 By Client.

5.2.1 Except as otherwise specifically set forth in a SOW, Client will indemnify, defend and hold harmless IHS for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Client Information used by IHS in accordance with the terms and conditions of the Agreement infringes or misappropriates any third party intellectual property rights including any patent, copyright, trademark, or trade secret. If Client Information is held or is reasonably believed by IHS to infringe, IHS will cease using such Client Information and will not be liable to Client for any breach or failure to perform under the Agreement for which the Client Information was provided.

5.2.2 Client will indemnify, defend and hold IHS harmless for any third party claims arising from the Client's decision to share the Deliverables or any report, findings, or conclusions contained in or derived from Deliverables, with any third party(s).

5.3 **Mutual Indemnification:** Each Party will indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or willful misconduct on either party's premises.

5.4 **Indemnification Procedure.** The indemnification obligations of each Party under this Section 5, are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) 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 be represented by counsel, it will be at the indemnified Party's sole cost and expense.

#### 6. LIMITATION OF LIABILITY.

6.1 **NEITHER IHS, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT 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; (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**

等资料的所有副本上复制该等告示。

#### 4. 保密

如果协议一方("披露方")向另一方("接收方")提供保密信息,接收方应当对该等保密信息予以严格保密。未经披露方事先书面同意,接收方不得披露或者在本协议明确授权/规定的范围外使用该等保密信息。保密信息不包括以下信息:(i)属于或非因违反本条的行为成为公开知识的任何信息;(ii)适用的法律或任何认可的股票交易所要求披露的信息;(iii)在不违反保密义务的情况下从第三方取得的信息;以及(iv)能够证明接收方在未取得保密信息的情况下独立开发的信息。本协议或工作清单有效期间届满或终止时,接收方应当及时退还或销毁由披露方提供的、接收方当时持有或控制的与被终止的协议或工作清单相关的所有保密信息,视情况而定。

#### 5. 赔偿

##### 5.1 IHS的赔偿

5.1.1 除非任何工作清单中另行明确规定,在工作清单中列明的提供交付成果的国家境内,如任何第三方主张交付成果侵犯或不当使用了任何第三方知识产权(包括专利、版权、商标或商业秘密)并获得了法院的裁判支持(以下简称"侵权索赔"),IHS应当在法院支持的损害赔偿范围内(包括相关律师费)对客户进行赔偿、提供抗辩并使其免受损害。

5.1.2 对于基于以下原因导致的侵权索赔,IHS无须承担本协议第5.1条所述的责任:(a)未按照本协议的规定使用交付成果;(b)未经IHS明确书面授权而修改交付成果;(c)将交付成果与文件中未明确列出的任何第三方软件、设备或信息组合使用;或(d)为了遵守客户提出的或代表客户提出的设计、方案或规格要求。

5.1.3 如果交付成果被裁定或判决认定为或IHS认为交付成果侵犯他人权利,IHS可以自行选择并承担相应费用:(a)修改交付成果,使其不再具有侵权性;(b)以具备同等功能的非侵权交付成果替代该等交付成果;(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交付成果;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)终止与侵权交付成果相关的工作清单,将客户为该等侵权交付成果已支付的费用退还给客户;(i)对于交付成果,自侵权索赔之日起按比例折算;本5.1.3条规定了侵犯第三方的任何专有权利时IHS承担的全部责任以及客户享有的唯一排他性救济。

##### 5.2 客户的赔偿

5.2.1 除非工作清单中另行明确规定,如任何第三方主张IHS依据本协议使用的客户信息侵犯或不当使用了任何第三方知识产权(包括专利、版权、商标或商业秘密)并获得了法院裁判支持,客户应当在法院支持的损害赔偿范围内(包括相关律师费)对IHS进行赔偿、提供抗辩并使其免受损害。如果客户信息被裁定或判决认定为或IHS合理认为客户信息侵犯他人权利,IHS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。

5.2.2 如果因客户决定与任何第三方分享交付成果或交付成果中包含的或衍生出的任何报告、发现或结论,从而导致第三方提出索赔,客户应当赔偿IHS、提供抗辩并使其免受损害。

5.3 **相互赔偿。**对于协议一方在任何一方经营场所因过失或故意不当行为导致的任何人身损害或有形财产损坏,从而产生各种索赔、要求、责任、诉讼或费用,其应当向另一方给予赔偿、提供抗辩并使其免受损害。

5.4 **赔偿程序。**协议一方承担本协议第5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;(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。如果受偿方决定聘请律师代理,相关费用和开支应当由受偿方自行承担。

#### 6. 责任限制

6.1 IHS及其第三方供货供应商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:因本协议引起或与之相关、或因使用或无法使用服务或交付成果引起或与之相关的(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

**AGREEMENT OR ANY USE OF OR INABILITY TO USE SERVICES, OR DELIVERABLES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.**

**6.2** Except for each party's indemnification obligations under Section(s) 5.1 or 5.2, the maximum liability of IHS, its third party providers, and/or the Client to the other Party for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed: in case of the Services, the Fees paid by Client for the defective Services that are the subject of the claim.

**6.3** The limitations of liability in this Section 6. will not apply to the liability of a Party for: (a) damages related to death or personal injury arising out of the gross negligence or willful misconduct of the Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the Party; or (c) to claims or loss(es) based upon breaches by the Party of its License/Authorized Use or the other Party's intellectual property rights.

**7. TERM AND TERMINATION.**

**7.1** The completion date of Services will be set forth in the applicable SOW. This Agreement shall apply for the term of the SOW. If the SOW is terminated prior to completion of Services, this Agreement shall also be terminated.

**7.2** Either Party may terminate this Agreement, or licenses granted under an SOW if: (a) the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or (b) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

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

**7.4** Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Services. Upon the termination of this Agreement, or any SOW; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

**7.5** Upon any expiration or other termination of an SOW, all licenses granted under same immediately will terminate. All terms and conditions of the Agreement will continue to apply to any SOWs that have not been so terminated.

**8. ANTI-CORRUPTION AND EXPORT CONTROL.**

Both parties shall (i) comply with all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement or performance of this Agreement and (ii) comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Deliverables provided by IHS under this Agreement. Failure to comply with all applicable anti-corruption or export control laws will be deemed a material breach of the Agreement.

**9. U.S. GOVERNMENT USE.**

Client represents and warrants to IHS 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. Client shall not make the Services available to the US Government or any of its agencies.

**10. MISCELLANEOUS.**

**10.1 General.** These terms and conditions together with the applicable SOW sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, of the parties with respect to the subject matter of the Agreement. Nothing contained in any Client-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will modify or add any additional terms or conditions to this Agreement. Such document(s) is for Client's administrative purposes only, and not binding on either party, even if acknowledged, executed, or processed on request of Client. If Client executes the applicable Order Form and/or SOW on behalf of itself and its Affiliate(s), then Client shall be responsible for ensuring compliance with this Agreement by itself, Client's Affiliate(s), its Authorized Users, and the Authorized Users of Client's Affiliates. Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations hereunder except for payment for any Fees if such delay or failure result from events, circumstances or causes beyond its

似损失;或 (d) 业务中断。

**6.2** 除本协议第 5.1 条和第 5.2 条所规定的赔偿外, IHS 及其第三方供应商和/或客户对协议另一方全部索赔承担的责任总额(包括保证、合同、侵权或其他责任)不超过:对于服务,客户为索赔中涉及的服务缺陷部分支付的费用。

**6.3** 本第 6 条中规定的责任限制不适用于协议任何一方的以下责任:(a) 因其重大过失或故意不当行为导致的死亡或人身损害;(b) 因其欺诈或欺诈性错误陈述而导致的损害或责任;或(c) 因其违反许可/授权使用或侵犯另一方的知识产权而引起的索赔或损失。

**7. 期限与终止**

**7.1** 服务完成日将在适用的工作清单中规定。本协议在工作清单有效期间内适用。如果工作清单在服务完成前终止,本协议也随即终止。

**7.2** 如果发生以下任一情形,协议一方可以终止本协议,或者工作清单项下授予的许可:(a) 另一方违反本协议中的重大条款或条件,并且在收到书面通知后三十天内未能纠正其违约行为;或者(b) 另一方的资产为债权人利益转让给受让人,或者因破产转让给接管人或受托人,或者另一方根据破产法或类似法律提起或被他人提起法律程序以获得相关救济,且该等程序未能在六十天内解除,或者另一方被宣告破产。

**7.3 为便利而终止合同。**除非在工作清单中另有约定,客户经提前 30 天书面通知 IHS 无需任何理由即可终止一项固定费用工作清单的全部或部分。该等终止应在 IHS 收到通知之日或者该等通知中列明的较晚日期生效。客户应支付截至终止日发生的费用和经批准的开支以及因终止而发生的合理费用,前提是 IHS 应提供正确的发票。款项到期日按本协议规定执行。

**7.4** 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。当协议、任何工作清单终止时,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。

**7.5** 任何工作清单有效期间届满或因其他原因终止时,该等工作清单中授予的所有许可将立即终止。本协议各项条款和条件将继续适用于尚未终止的工作清单。

**8. 反腐败与出口管制**

协议双方均应(i)遵守所有适用的美国和其他国家关于反腐败的法律并且同意不在本协议的缔约或履行过程中给予或收受任何贿赂或从事其他腐败行为;(ii)就 IHS 在本协议项下提供的交付成果,遵守所有适用的美国和其他相关的当地出口法律。违反适用的反腐败和出口法律将视为本协议项下的重大违约。

**9. 美国政府使用。**

客户向 IHS 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。

**10. 其他**

**10.1 一般事项。**本条款和条件以及相应工作清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本协议事项所达成的所有书面的和口头的建议、协议和沟通。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)都不会以任何方式修改本协议或补充额外的条款或条件。此类文件仅作为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。如果客户代表自身和其关联方签署了相应的订单和/或工作清单,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。如果因超出一方合理控制的事件、情况或原因造成延迟或履行不能,该方不构成对本协议的违约,也不对其延迟或未能履行其在本协议下的任何义务承担责任,但支付费用的义务除外。除转让给关联方的情况外,只有经 IHS 事先书面同意,客户方可将本协议权利和义务转让给任何第三方(直接或间接通过法律运作或其他方式),该等

reasonable control. Except for an assignment to an Affiliate, Client may not assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of IHS, which consent will not be unreasonably conditioned, withheld, or delayed. IHS may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. IHS will remain responsible for performing all obligations of any SOW. Client agrees that IHS affiliates are not deemed subcontractors for purposes of this Section This Agreement is binding on the Parties, their successors, and assigns. The Agreement will be construed under the laws of the People's Republic of China, without regard to its conflicts of law principles. Any controversies and disputes arising out of or relating to this Agreement shall be finally resolved through arbitration by China International Economic and Trade Arbitration Commission ("CIETAC") applying the Arbitration Rules of CIETAC in force as of the date of the arbitration. The place of arbitration shall be Beijing, China, and the language used in such arbitration, including the language of the decision and the reasons supporting such decision shall be English. The decision of the arbitration tribunal shall be final and binding upon the Parties concerned. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The English language version of the Agreement will be controlling in the interpretation or application of the terms of the Agreement. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. All notices required under the terms and conditions must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the SOW. Any legal notices must also be copied to "Attention: IHS Legal Department, Vice President & Chief Legal Officer." Any cause of action arising under this Agreement shall be asserted within three (3) years of the date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time. The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties. The terms and conditions of the Agreement (including Section(s) 4, 5, and 6) will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the Party in whose favor they operate. No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

**10.2 Publicity.** IHS may use Client's name and logo in compiling a list of IHS' Clients. Any additional publicity concerning a Party will require the other Party's prior written consent.

**10.3 Execution.** Each person executing the SOW 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 SOW. Each Party consents to the other Party's use of electronic signatures for the applicable SOW. 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.

同意不得不合理地设定条件、拒绝或拖延。IHS 有权自行决定聘请其选定的分包商履行本协议项下的任何或所有义务。IHS 仍将对本附件以及任何工作清单项下的所有义务负责。客户同意，为本条之目的 IHS 关联公司不应被视为分包商。本协议对于协议双方及其各自的继承人和受让人均有约束力。本协议应受中华人民共和国法律管辖，不论其冲突规范如何规定。因本协议而发生的或与本协议有关的任何争议和争端应提交至中国国际经济贸易仲裁委员会（“CIETAC”）根据仲裁当日有效的 CIETAC 仲裁规则最终通过仲裁方式解决。仲裁的地点应在中国北京，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。仲裁庭的仲裁裁决为终局的，对协议双方具有约束力。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》。对本协议的解释或适用应以本协议的英文文本为准。如果本协议的任何条款被有管辖权的仲裁庭或法院认定为无效或不可执行，本协议其他条款仍将保持完全的法律效力。本条款和条件项下要求的所有通知必须采用书面方式，并通过商业快递服务公司、带有书面送达确认的传真、带有书面送达确认的电子邮件或者需送达回执的挂号信方式送达至工作清单所载明的地址。所有法律通知还须抄送至：“收件人：IHS 法务部，副总裁以及首席法务官。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）年内提起。协议一方未履行或迟延履行使本协议赋予的任何权利，不视为其对将来行使该项权利的放弃。协议双方属于独立订约方。本协议并未在协议双方间建立合伙关系、合资关系或雇佣关系。本协议的条款和条件（包括第 4、5 和 6 条），为执行该等条款本身并为了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。本协议并未向协议双方以外的任何人授予任何权益，协议双方以外的任何人也不得执行本协议的任何条款。

**10.2 公开。** IHS 可以在编制 IHS 客户名单时使用客户的名称和徽标。发布关于一方的其他信息应当取得该方的事先书面同意。

**10.3 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。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。

## EXHIBIT – APPLICABLE TO SERVICES 附件-适用于服务的条款

### 1. Definitions

**1.1 “Fixed Fee”** means an amount specified in a SOW that is fixed and not dependent on the time spent or costs incurred by IHS in performing the Services.

**1.2 “Time-Based Fee”** means an amount per hour, day or month specified in a SOW that is based on the time IHS spends performing Services.

**1.3 “Unit-Based Fee”** means an amount specified in a SOW for each or a defined number of report(s) or datasheet(s) or any other kind of Deliverables as supplied by IHS in performing the Services.

**1.4 “Retainer Fee”** means Fees prepaid by Client for Services. If Client has paid a Retainer Fee, IHS will deduct from that Retainer Fee any Fees owed for any Fixed, Time-Based, or Unit-Based Services.

**1.5 “Internal Use”** means that employees may use the Deliverables only for Client's internal business purposes. Except as otherwise specified on an SOW, Deliverables are not licensed for external use.

### 2 LICENSE.

**2.1** Subject to the terms and conditions of the Agreement, IHS hereby grants to Client, and Client hereby accepts, a license that is limited, nonexclusive,

### 1. 定义

**1.1 “固定费用”**是指工作清单中规定的固定金额，不取决于 IHS 在履行服务中实际花费的时间或产生的成本。

**1.2 “计时费用”**是指根据 IHS 在履行服务时实际花费的时间，按工作清单中规定的小时、天或月费率支付的金额。

**1.3 “计件费用”**是指工作清单中规定的，为 IHS 在履行服务时提供的每份或规定数量的报告、数据表或其他交付成果支付的金额。

**1.4 “聘用费”**，指客户为服务预先支付的费用。如果客户已经支付了聘用费，则 IHS 将在聘用费中扣除客户应付的固定费用，计时费用和计件费用。

**1.5 “内部使用”**是指雇员只能为客户内部业务目的的使用交付成果。除非在工作清单中另有明确规定，不允许在外部使用交付成果。

### 2. 许可

**2.1** 受限于本协议的条款和条件，IHS 向客户授予且客户在此接受一

nontransferable, nonsublicensable, and revocable (solely to the extent provided in section 7 of the Agreement). Client may use any Deliverables that contain IHS Property and that are set forth in a SOW for its Internal Use only.

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

**2.3** Except as otherwise provided in a SOW, IHS does not perform work-made-for-hire, and Client does not receive any ownership rights in the Deliverables resulting from Services performed by IHS. Client Information remains the intellectual property of the Client.

### **3.WARRANTIES.**

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

**3.2 Disclaimer.** Other than the express warranties set forth in this Exhibit, IHS AND ITS THIRD PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF SERVICE(S).

### **4. CLIENT OBLIGATIONS.**

**4.1** Client will cooperate with IHS in providing prompt and timely information, notices, and feedback.

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

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

### **5. ENGAGEMENT OF SPEAKERS.**

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

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(仅在本协议第 7 条规定的限度内)。客户可以且仅可为内部使用目的在工作清单中列明的、包含 IHS 财产的任何交付成果。

**2.2 外部使用。** 客户在其公司以外引述或传播交付成果前必须取得 IHS 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、转让或分许可交付成果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交付成果或其任何部分。

**2.3** 除非在工作清单中另有规定, IHS 实施的工作并不属于职务作品, 客户不享有因 IHS 实施服务而形成的交付成果的任何所有权。但客户信息的知识产权仍归客户所有。

### **3. 保证**

**3.1 IHS 保证。** IHS 保证, 依据本附件提供任何服务将由具备相应能力且经培训的工作人员以合理的技能和适当的注意实施。交付成果的内容均以“现状”提供。当 IHS 违反本项保证时, 客户享有的唯一和排他性救济以及 IHS 承担的唯一义务为: 由 IHS 尽其商业上合理努力免费为客户消除服务中存在的重大缺陷。IHS 承担此义务的前提是, 客户应当在服务提供后三十天内向 IHS 提供关于服务中存在重大缺陷的明确书面通知。

**3.2 保证事项免责声明。** 除本附件明确规定的保证之外, IHS 及其第三方供应商在此明确声明, 其未提供其他任何明示的或默示的保证、条件和其他条款, 不论是法定的、在交易过程中产生的, 或者其他一切保证、条件和其他条款, 包括但不限于关于质量、适销性、特定用途适用性和非侵权性等方面的保证。因使用服务的成果而产生的所有风险由客户承担。

### **4. 客户责任**

**4.1** 客户将配合 IHS 迅速、及时提供相关信息、通知和反馈意见。

**4.2** 客户认可, IHS 是否能够按照相关工作清单规定的时间表提供服务取决于客户是否及时向 IHS 提供客户信息。以下情形可能致使 IHS 的服务履行期间以天为单位相应延长: (a) 客户未按照工作清单规定的期限提供客户信息; 或者 (b) 客户或者负责监管或监督客户的政府主管部门提出特殊要求, 从而对 IHS 的正常服务安排产生影响; 或者 (c) 客户未提供工作清单要求的、IHS 提供服务时必需的支持服务和设施。发生上述 (a) 项至 (c) 项所述情形时, IHS 将及时通知客户并说明预计对其提供服务产生的影响 (如有)。

**4.3 对工作清单的修改。** 如果客户希望修改工作清单, 其应当提出书面请求。IHS 应当在十天内给予答复, 明确其是否可以实施客户申请的修改内容, 并注明为实施修改内容所需的时间和额外费用。经至少提前五个工作日书面通知客户, IHS 可请求修改工作清单。

### **5. 聘请演讲**

如客户聘请 IHS 雇员在客户地点或者第三方地点提供服务, 客户同意提供所有必需的舞台设备和道具, 包括状态良好的麦克风和扩音设备。客户同意将听众人数控制在提供服务所在地法律允许的范围内。非经 IHS 事先书面允许, 客户不应为任何目的、以任何方式对演讲的内容或其中的任何一部分 (包括在演讲过程中展示或提供的相关材料) 进行广播、录影、录音或者以其他方式进行记录或复制。

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End of Agreement  
协议结束