

**GENERAL SERVICES ADMINISTRATION**  
**FEDERAL SUPPLY SERVICE**  
**AUTHORIZED FEDERAL SUPPLY**  
**SCHEDULE PRICE LIST**

**On-line access to contract ordering information, terms and conditions, up-to-date pricing, And the option create an electronic delivery order are available through GSA Advantage! TM, A menu-driven database system. The INTERNET address for GSA Advantage!TM is: <http://www.fss.gsa.gov>**

**Schedule Title – Publication Media**

**FSC Group – :76**

**FSC Class - :7630**

**Contract Number – GS-02F-0402D**

**For more information on ordering from Federal Supply Schedules click on the FSS**

**Schedules button at <http://www.fss.gsa.gov>.**

**Contract Period: October 01, 2010 thru January 31, 2016**

**Contractor: IHS Global Inc.**

**15 Inverness Way East**

**Englewood, CO 80112-5776**

**Telephone No: (202) 997-6721**

**Fax: (303) 397-2662**

**Contract Administration Source: Sherry Conca**

**Business Size: Large**

## CUSTOMER INFORMATION FOR ORDERING ACTIVITIES

1. Table of Awarded Special Item Number (s) with Appropriate Cross reference to Page Number(s).

FSC:76

SIN (s) awarded:760-2

[#760-2 DVD-ROM, Web, and Online Subscription Services](#)

2. Maximum Order: [\\*\\$1,000,000.00.](#)

[Maximum Order is \\$1,000,000 per order, exclusive of any discount for prompt payment.](#)

3. MINIMUM ORDER [\\$100.00](#)

[Minimum Order is \\$100.00.](#)

4. GEOGRAPHIC COVERAGE (DELIVERY AREA):

[The Continental United States, the District of Columbia, Alaska, Hawaii, and Puerto Rico.](#)

5. Points of Production:

[SIN 760-2 - Englewood, Colorado.](#)

6. Discount from list prices or statement of net prices:

- [GSA – 10.0% off Commercial Published Price List](#)
- [Dollar Volume: \(1\) Commercial Customers – One Location Volume Discount 2% - 6% based on installed qualified products. \(2\) Corporate Agreement Customers – 7% with a minimum installed qualified product of \\$400,000 up to 9.5% for installed qualified products greater than \\$1,250,000.](#)
- [Educational Institutions - 0%.](#)

- State and Local Governments - 0%.
- Other:

7. Quantity Discounts:

As listed in catalog.

8. Prompt Payment Terms:

None.

Payment terms are Net 30 Days of Invoice Date.

Payment in advance for these subscription services is authorized by 31 U.S.C. section 3324(d)(2), Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 950, FAR Clause 13.302-5(b), and FAR Clause 52.213-2 (APR 1984).

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

Payments by Electronic Funds Transfer (MAR I-FSS-1998) (GSAR 552.232-70) and Payments By Purchase Card (DEC 1989)(VARIATION I-MAR 1998) (GSAR 552.232-80) are incorporated herein by reference.

9b Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Payments by Electronic Funds Transfer (MAR I-FSS-1998) (GSAR 552.232-70) and Payments By Purchase Card (DEC 1989)(VARIATION I-MAR 1998) (GSAR 552.232-80) are incorporated herein by reference.

10. Foreign Items:(list items by country of origin) None

11a. Time of Delivery: (Contractor insert number of days)

Delivery for standalone subscription services shall be made approximately three (3) weeks from receipt of new order while delivery of network systems or systems requiring integration shall be made in approximately eight (8) weeks.

11b. Expedited Delivery: Insert the required sentence if applicable, "Items available for expedited delivery are noted in this price list." under this heading.

Only upon Customer request and payment of shipping charges.

11c. Overnight and 2-day Delivery:

Only upon Customer request and payment of shipping charges.

11d. Urgent Requirements:

Only upon Customer request and payment of shipping charges.

12. F.O.B Point(s)

Shipments of subscription services and equipment are prepaid surface transportation (F.O.B. Destination) within the continental United States, Alaska, Hawaii, and Puerto Rico.

13. Ordering Address(es)

IHS Global Inc., P.O. Box 6720, Englewood, Colorado 80155-6720. Fax: 303/790-0686, Phone 800/525-7052.

14. Payment address(es)

IHS Global Inc., at the address indicated on the invoice.

15. Warranty Provision

Limited Warranties/Disclaimer of Warranties: (a) Each party represents and warrants that it is fully authorized to enter into this Agreement. (b) IHS provides all Product(s) and Services "AS IS." Product(s) is compiled from materials furnished to IHS by outside sources and should be used as a reference source only. IHS does not warrant the completeness or accuracy of the information, that Licensee's use of Product(s), including without limitation, the databases and/or software and documentation, will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Licensee's requirements. IHS MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

16. Export Packaging Charges, if applicable

[Available at additional charge.](#)

17. Terms and conditions of Government purchase card acceptance (any thresholds above micro-purchase level)

[Payments by Electronic Funds Transfer \(MAR I-FSS-1998\) \(GSAR 552.232-70\) and Payments By Purchase Card \(DEC 1989\)\(VARIATION I-MAR 1998\) \(GSAR 552.232-80\) are incorporated herein by reference.](#)

18. Terms and conditions of rental maintenance, and repair

[N/A.](#)

19. Terms and conditions of installation

[N/A.](#)

20. Terms and conditions of repair parts indicating date of parts lists and any discounts from list price.

[N/A.](#)

- 20a. Terms and conditions for any other services (if applicable)

[N/A](#)

21. List of Service and Distribution Points

[N/A](#)

22. List of Participating Dealers

[N/A.](#)

23. Preventive Maintenance

[N/A.](#)

- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduce pollutants.

[N/A.](#)

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.). The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/)

[N/A.](#)

25. Data Universal Number System(DUNS) number

[62-036-5023.](#)

26. Notification regarding registration in Central Contractor Registration (CCR) database:

[Yes](#)

## IHS Subscription and License Terms of Use

**DEFINITIONS**

**1.1 "Authorized User(s)"** means full- or part-time employees of Client. Client will be fully liable and responsible for the acts and omissions of its Authorized Users.

**1.2 "Concurrent Users"** applicable only to certain Products, means the number of Authorized Users at any Site who may access the Product at the same time as set forth above or in the Order Form. Additional Concurrent Users will affect Client's Fees.

**1.3 "Client"** means the party as identified above in this Agreement. Unless otherwise permitted by IHS in writing, the license to use the Products is personal to the Client and Client's Affiliates shall not use the Product(s) licensed to Client hereunder.

**1.4 "Client Affiliates"** means any entity that owns, is owned by or is under common ownership of either a holding company or any of the subsidiaries of Client. For purposes of this definition only, "ownership" or any other form of the word "ownership" means the ownership of more than 50% of the assets or stock of an entity, with control of the day-to-day operations. Unless otherwise agreed, Client's Affiliates may license or procure Products from IHS or IHS' Affiliates under this Agreement, subject to Client's Affiliates' execution of the supplemental Order Form(s), payment of additional Fees and such affiliate(s)' agreement to be bound by the terms and conditions of this Agreement in such case, the term 'Client' shall include the relevant Client Affiliates for the purposes of this Agreement. For the avoidance of doubts, each such supplemental Order Form duly executed by Client's Affiliates shall be treated as independent contract between IHS and Client's Affiliates.

**1.5 "Documentation"** means the user guides and manuals provided by IHS to Client for use with a Product, if any.

**1.6 "Expenses"** means all reasonable and documented expenses incurred by IHS in providing specific Products to Client, (including, without limitation, media and shipping charges, accommodation and meals communications and/or administrative charges, courier and travel costs, if applicable) and for which Client is obligated to pay IHS.

**1.7 "Enterprise-Wide License"** applicable only to certain Products, means that Client has purchased a license to access the Products throughout Client's locations, including through proxy or community access from a variety of locations, and that an unlimited number of Authorized Users may access the Product at the same time. Client acknowledges that the Enterprise-Wide License creates additional risk of misuse and abuse and that IHS' pricing reflects this increased risk.

**1.8 "Site"** means those Client locations whose addresses are specified above or in the Order Form.

**1.9 "Fees"** means the money due and owing to IHS for Products provided, as set forth in the Order Form. Fees are exclusive of Expenses and taxes, which will be charged separately to the Client. Unless otherwise agreed, if the initial term as set out above or in the Order Form is more than 12 months, IHS reserves the right to modify the Fees after the expiry of the initial 12 month subscription period anytime by providing at least 45 days prior written notice to the Client; provided such change will occur no more than once in any 12 month period.

**1.10 "IHS Affiliate"** means any entity that owns, is owned by or is under common ownership of either a holding company or any of the subsidiaries of IHS. IHS Affiliates are not deemed to be subcontractors for any term or condition hereunder that relates to the use of subcontractors.

**1.11 "One-Off License"** applicable only to certain Products, means that Client's access to the Product is perpetual and not based on ongoing subscription; such Products may include digital data, database or other information embodied in any format (including CDs, DVDs and/or IHS's online application).

**1.12 "Order Form(s)"** means the form executed by the Parties that identifies the Product(s) being provided, the term and type of the license, due dates, Fees, Expenses and any terms or conditions unique to the particular Product to be provided therein and which forms integral part of this Agreement. Order Form(s) includes supplemental Order Form(s).

**1.13 "Product(s)"** means all information (including without limitation data, databases, standards and well logs) provided by IHS to Client. Products also include any web tools, search engines or software that are incorporated into CDs or DVDs or that can be used by Client when accessing Products via the Internet and IHS website. IHS reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to the Client.

**1.14 "Site License"** applicable only to certain Products, means that Client's access to the Product is restricted to the Sites listed above or in the Order Form. Proxy or community access from off-Site locations to the Site(s) is strictly prohibited, except where expressly permitted by IHS in writing. Additional Sites will affect Client's Fees. Client acknowledges that Fees for Site Licenses are based on the specific access restrictions to them.

**1.15 "User License"** applicable only to certain Products, means Client's license to access the Product is limited to number of Authorized Users specified above or in the Order Form. Proxy or remote access to the Products by such Authorized Users may be permitted on business travel or from temporary locations so long as such Authorized User is (i) solely accessing the Product for Client's internal business purposes; and (ii) using a secure login into Client's Intranet in order to access to the Products.

**2. FEES**

**2.1** IHS will invoice Client for all Fees and Expenses as set forth in the Order Form in advance for licensing the Products under this Agreement. Fees for Products are not refundable.

**2.2** For all Products provided hereunder, delivery is deemed to occur and risk of loss passes when IHS provides access codes to Client that allow Client to access or to take immediate possession of Products, whichever occurs first.

**3. TERM & RENEWAL**

**3.1** Unless sooner terminated in accordance with the provisions of this Agreement, the initial term of this Agreement commences from the Product subscription start date and continues for a period as set forth in any attached Order Form or in this Agreement.

**4. LICENSE/AUTHORISED USE/INTELLECTUAL PROPERTY RIGHTS**

**4.1** IHS grants to Client under this Agreement the type of license identified in an Order Form (e.g. Site License, Enterprise-Wide, User License or One-off License), for each of the Products for the term, as set forth in this Agreement or in any Order Form. Certain Products are not eligible for Enterprise-Wide Licenses or Site License or One-Off Licenses. Any License granted hereunder is a nonexclusive, nontransferable, revocable license and is personal to Client and its Authorized Users only. Client's Affiliates are not permitted to access the Product unless otherwise specifically permitted herein or in the Order Form

**4.2** Client may use the Product in the specified media and accompanying Documentation (if any), for its internal business use only and for the term specified herein or in any Order Form. Client may not copy, distribute, republish, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, disseminate, publish, assign (whether directly or indirectly, by operation of law or otherwise), transmit, scan, publish, or otherwise reproduce, disclose or make available to others or create derivative works from, the Product or any portion thereof, except as specifically authorised herein. Client must not remove any proprietary legends or markings, including copyright notices, electronically encoded information, watermarks, or any IHS-specific markings.

**4.3** Client may create reports, presentations or any other discussion document (collectively "work") using the information from the Product or any portion of it with the written consent of IHS and for its internal use only. Client undertakes that such work shall be insubstantial and de minimis in nature; shall not be primarily copy(s) of the Product and shall never be used by the Client to produce a commercial product and that it shall represent IHS as the source in the following form: "Includes content supplied by [NAME OF IHS COMPANY]; Copyright

© [NAME OF IHS COMPANY], [publication year]. All rights reserved". Nothing in this section shall operate so as to vest in the Client any proprietary rights in such work or the Products. Client undertakes to take any and all actions that may reasonably be required by IHS to protect IHS' proprietary rights. Upon termination or expiry of this Agreement and/or Order Form, subject to payment of the applicable Fees and the compliance with all the terms and conditions thereof by the Client, IHS at its sole discretion may consent Client to continue to access such work created by the Client.

4.4 Client may retain one archival hard copy of all Products licensed hereunder. Such archival copy may not be accessed on a day-to-day basis for reference or to form a library or other purposes and may only be used in emergency situations, such as when Client's electronic access to the Products is unavailable.

4.5 Client may retain as few copies of the Products, or any portion thereof, as are necessary if specifically required by law. Such copies may not be accessed on a day-to-day basis for reference or other purposes. Except as set forth herein, Client may not otherwise permanently retain copies of Products: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form filed to form part of any hard copy reference collection.

4.6 Client must secure all forms of Product files to prevent access by unauthorised individuals or local area network users. Under a Site License, Client is not authorised to transmit Products electronically or by any other means in any form to any other Site. Client may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.

4.7 Client acknowledges that the data, software, equipment, and Documentation contained in Product(s) and all material, whether delivered on data tape, hard copy, electronically or otherwise are developed entirely at private expense, comprise valued proprietary and commercial information of IHS and third party providers and are the property of IHS and third party providers. Client acknowledges that this license granted herein does not confer any ownership rights whatsoever in Products.

4.8 Client will not remove any copyright, trademark or other proprietary notices of IHS or any third party contained on or in Products or other materials delivered to Client, and Client will reproduce all such notices on all copies permitted to be made by Client under this Agreement. Client will take any and all actions that may reasonably be required by IHS to protect the proprietary rights as owned by IHS or third party providers.

4.9 IHS may use all suggestions, feedback, improvements, report formats or the like that Client provides to IHS or otherwise makes with respect to Products without any obligation to Client.

4.10 In the event the Products licensed hereunder are provided along with any web tool or search engine or software in order to access the Products ("Software"), Client undertakes and agrees to use the Software only for purpose of accessing the Products and subject to the restrictions as set forth herein. Client may not transfer, sublicense, relicense or commercially exploit the Software or use such Software for third party transactions, commercial time-sharing, rental or service bureau use or publicly perform or publicly display the Software. Client must take all reasonable steps to ensure that no unauthorised persons shall have access to the Software. Client must not reverse engineer, disassemble, decompile, create derivative works or otherwise alter or modify the Software. Unless otherwise agreed, Client shall not be entitled to any technical support in relation to the Software.

4.11 If One-Off License is granted hereunder for any Product listed in the Order Form, without limiting the generality of the foregoing, Client may not: (a) market, sell or distribute the Product; (b) make the Product available to any individuals other than Authorised Users; (c) rent, lease, grant a security interest in, or otherwise transfer or attempt to transfer any rights in or to the Product; or (d) remove or deface any legends, restrictions, product identification, copyright, trademark or other proprietary notices from the Product and/or any related Documentation.

## 5. CONFIDENTIALITY

5.1 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 authorised by either party or as expressly provided in this Agreement without the prior written consent of the other. The Parties shall exercise the same degree of care they use to protect their own confidential or proprietary information but no less than a reasonable degree of care.

5.2 For the purpose of this section, "Confidential Information" means: (a) Products, information related to Products, Documentations, IHS methodologies; (b) any Discloser business or technical information, including, without limitation, any information relating to Discloser's products, services, prices, marketing plans, business process management, analytics technologies, business opportunities, customers, or personnel; (c) any other information of Discloser that is specifically designated as confidential or proprietary; or (d) any information that by its nature, Recipient knows or should know is confidential or proprietary. 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 recognised stock exchange, (iii) obtained from a third party without breach of an obligation of confidentiality and (iv) information which can be shown to have been independently developed by the parties by means other than through its access to the confidential information or material, provided however Products, Documentations and IHS methodologies shall remain confidential in perpetuity.

## 6. WARRANTIES AND DISCLAIMERS.

6.1. Each party represents and warrants that it is fully authorised to enter into this Agreement.

6.2 The Product(s) provided under this Agreement is provided "AS IS", such Product(s) are compiled from materials furnished to or obtained by IHS from outside sources. Neither IHS nor its third party providers warrants the completeness or accuracy of the information, that Client's use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Client's requirements. Client is solely responsible for its use of Products.

6.3 Disclaimer of Warranties. IHS AND ITS THIRD PARTY PROVIDERS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

## 7. INDEMNIFICATION

7.1 IHS will indemnify, defend and hold harmless Client from and against any third party claims alleging that Products furnished under and used in accordance with the terms and conditions of this Agreement infringe or misappropriate any third party intellectual property rights including any copyright, trademark or trade secret in those country(s) of Client's locations as licensed under this Agreement ("Infringement Claim"). IHS will have no liability under this section 7.1 in respect of any Infringement Claim arising from: (i) any modification of a Product not specifically authorised in writing by IHS; (ii) the incorporation of any feature or information provided by or requested by Client into a Product; (iii) the combination of Product with any third party software, equipment or information not specified in the Documentation; (iv) 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 and IHS informed Client of same; (v) Client's misuse of the Product or failure to protect IHS Confidential Information as required herein. In the event Products are held or are believed by IHS to infringe, IHS may choose, at its sole option and expense, (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products as provided hereunder; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate this Agreement for the infringing Products and refund Fees paid, prorated from the date of the Infringement Claim. This section 7.1 states the entire liability of

IHS and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

**7.3 Indemnification Procedure.** The indemnification obligations of each party under this section 7, are contingent upon the indemnified party providing to the party who has the indemnification obligation: (a) prompt written notice of the alleged claim; (b) sole control of the defence or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the request and expense of party to indemnify, in the defence or settlement of the alleged claim. If the indemnified party chooses to be represented by counsel, it shall be at the indemnified party's sole cost and expense.

#### **8. LIMITATION OF LIABILITY.**

**8.1 SUBJECT TO THE PROVISIONS OF SECTION 8.4 AND 8.5 HEREOF, IN NO EVENT WILL IHS, ITS THIRD PARTY PROVIDERS OR THE CLIENT BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, SUFFERED BY THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA, LOSS OF REPUTATION, LOSS OF GOOD WILL, BUSINESS INTERRUPTIONS OR OTHER ECONOMIC LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES. FOR PURPOSES OF THIS SECTION, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES AWARDED BY A COURT TO A THIRD PARTY AND PAID BY THE PARTY TO BE INDEMNIFIED ARE CONSIDERED DIRECT DAMAGES HEREUNDER.**

**8.1.1 NEITHER IHS NOR ITS THIRD PARTY PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO: (i) USE OF PRODUCTS; OR (ii) CLIENTS' NEGLIGENCE AND WILLFUL ACT; OR (iii) MODIFICATIONS TO PRODUCTS; WHETHER SUCH DAMAGES ARE SUFFERED BY CLIENT OR ANY THIRD PARTY.**

**8.2** Client's sole and exclusive remedies for breach of warranty by IHS are set forth in this Agreement.

**8.3** Subject to the provisions of Section 8.4 hereof, IHS' and its third party providers' total aggregate liability in contract, tort, (including negligence) misrepresentation or otherwise, including liability for any damages arising out of or related to this Agreement will not exceed Fees paid by Client hereunder for the Products that is the subject of the claim for the immediately preceding 6 months or for the period of time the defective Product are provided, whichever is shorter. Client acknowledges that the IHS pricing reflects this allocation of risk, and the limitation of liability specified in this section will apply regardless of whether any limited or exclusive remedy specified in this Agreement fails of its essential purpose.

**8.4** The limitations set forth in this section will not apply to (i) damages related to death or personal injury arising out of the negligence or willful act of the other Party; and (ii) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the other Party.

#### **9. TERMINATION.**

**9.1** IHS may terminate this Agreement if the Client commits a breach of any material term or condition of this Agreement and does not cure such breach within thirty (30) days of written notice thereof.

**9.2** IHS may terminate or suspend its performance under this Agreement with no less than 5 days written notice if: (a) necessary, as expressed by an opinion of outside counsel to protect its legal liability to third parties; or (b) it has reasonable evidence of the other Party's fraudulent or illegal use of Products; or (c) required by legal or regulatory authority. In addition, IHS may terminate this Agreement if (i) IHS no longer has the necessary right from any third party to license or distribute the Product. Any termination under this section 9 does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products.

**9.3** Upon any expiration or other termination of this Agreement all licenses granted herein immediately will terminate. Client represents and warrants that upon expiration or other termination of this Agreement, Client immediately will (i) discontinue all use of Product(s); (ii) destroy any items relating to Products (including but not

limited to data, software, and Documentation) and purge any Product data from all electronic media; and (iii) provide a notarized written certification to IHS that Client has complied with this section. For the avoidance of doubts, the termination/expiration of this Agreement as it applies to a particular Order Form does not terminate/expire this Agreement in relation to any other Order Form whose term is in existence at the time of such termination/expiry.

**10. U.S. GOVERNMENT USE.** The Products provided hereunder: (a) were developed at private expense and are in all respects the proprietary information of IHS; (b) were not developed with government funds; (c) are a trade secret of IHS for all purposes of the Freedom of Information Act; (d) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government's use, duplication or disclosure of the Products is subject to the restrictions set forth by IHS. Any Product, used by, for, or on behalf of the U.S. Government is provided with LIMITED RIGHTS as set forth herein. Any software or tools embedded in Product(s) used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS set forth in herein. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FAR 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is IHS.

**11. EXPORT CONTROL.** Export laws and regulations of the United States and other relevant local export laws apply to the Products provided by IHS under this Agreement. Client agrees to comply with all such export laws and regulations, and agrees that it will not export, re-export, transfer, sell or use the Products to, or in, any destination, or use the Products in any manner, other than those destinations and uses set out in the applicable Order Form, without the prior express written permission of IHS.

**12. AUDIT.** Upon reasonable notice by IHS to Client, and not more than once annually (unless prior violations have been discovered), IHS may audit relevant records at Client's location during normal business hours to enable IHS to ensure Client's compliance with this Agreement.

**13. FORCE MAJEURE.** Either Party may be excused from the performance of any obligation under this Agreement, except payment for any Products, due to any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of such Party, including, without limitation, acts of God, acts of terrorism, acts of nature or of a public enemy, acts of a federal government or any state or political subdivision thereof, internet outages, fires, floods, explosions, wars, or other catastrophes; labor disturbances; freight embargos; or delays of a supplier or subcontractor due to such causes.

#### **14. SECURITY MEASURES**

**14.1** IHS may impose whatever security measures it reasonably deems appropriate to ensure compliance with this Agreement, including covert and overt copy-detection and license awareness technology and encoding of requestor/user information in printed and electronic formats. Any attempt to circumvent such access restrictions or IHS security measures will be considered a material breach of this Agreement.

**14.2** For certain Products, IHS will issue to Client a password to access the Product, which Client acknowledges is only for Client's and its Authorised Users use and may not be shared with anyone other than Authorised Users. Client is solely responsible for all use, authorised or unauthorised, of Product (including use by Authorised Users). Client must notify IHS immediately of any unauthorised use of Product(s) and/or passwords.

**15. HELPDESK SUPPORT.** IHS shall provide telephone or on-line helpdesk support to assist Client's with any material issues relating to the access of the Product in accordance with the IHS Customer Care Policy in force from time to time as applicable to Products specified on the applicable Order Form.

#### **17. MISCELLANEOUS.**

17.1 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.

17.2 The Parties may not modify, alter or amend this Agreement except by written instrument duly executed by authorized representatives of both Parties.

17.3 No failure or delay by either Party to exercise any right hereunder at any time operates as a waiver of such right at any future time.

17.4 This Agreement is binding on the Parties, their successors and assigns. IHS at its sole discretion reserves the right to subcontract any or all of its obligations under this Agreement to subcontractors of its choosing.

17.5 This Agreement will be construed under the federal common laws of the United States of America, supplemented by federal procurement law and regulation. 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 this Agreement will be controlling in the interpretation or application of the terms of this Agreement.

17.6 If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect.

17.7 All notices required under this Agreement must be in writing and delivered by commercially established courier service, facsimile with written confirmation of success, personal courier or via certified mail, return receipt requested, to the addresses specified on the first page of this Agreement or at such other address as the parties will 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 Legal Department, Vice President & Chief Legal Officer."

17.8 IHS may use Client' name and logo in compiling a list of IHS' Clients. Any additional publicity concerning Client will require Client's prior written consent. Client acknowledges and agrees that details of Clients and Authorized Users and payment record may be submitted to other third parties for the purpose of validating Clients membership of any applicable trade organization.

17.9 Unless otherwise specified herein, any cause of action arising under this Agreement shall be asserted within two (2) 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, unless otherwise specified herein.

17.10 The terms and conditions 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 thereof by the Party in whose favor they operate.

17.11. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement.