

IHS MEMBER TERMS AND CONDITIONS

Following are the IHS standard Member terms and conditions for participating in events and by participating in an event, Client accepts and agrees to be bound by these terms.

1. SCOPE

1.1 During the term of this Agreement, Member may participate in the IHS Events set forth in the applicable Member Event Statements executed by the parties which will be attached to and incorporated herein (each a "MES"). The terms and conditions contained herein and the MES together form the "Agreement". Each MES will detail the name, dates and location of the IHS Event in which Member may participate ("Member Event"); membership fees for such event ("Membership Fees"); benefits to Member for such membership ("Membership Benefits"); trademarks, copyrights, logos, and other marks owned by Member to be used for the Member Event ("Member Marks"), and such other information as deemed relevant to the parties for such Member Event.

1.2 Each MES shall be subject to the terms and conditions of this Agreement; provided that in the event of any conflict or discrepancy between this Agreement and a MES, the MES shall prevail.

1.3 IHS reserves the right to engage sponsors, other members, and speakers for any Member Event.

1.4 IHS reserves the right to add, drop or modify any or all events or activities related to the Member Event in IHS' discretion. IHS shall refund any Membership Fees received by IHS for any Member Event that is cancelled by IHS and not rescheduled for a date within one year of the original Member Event date, except in the event of force majeure.

1.5 Member details may be displayed as part of the attendee or registration lists. Member shall not use attendee lists or registration lists from Member Events for purposes of direct solicitations, marketing purposes or other inappropriate use. Subject to other restrictions in this Agreement, Member shall be entitled to promote its involvement in the Member Event with the prior written consent of IHS, which consent shall not be unreasonably withheld or delayed.

2. FEES

2.1 IHS will invoice Member for the Membership Fees set forth in each MES above, which must be paid in the currency stated in the invoice. Except as otherwise specifically stated herein, Membership Fees are not refundable.

2.2 Member will pay IHS the Membership Fees within 30 days from date of an invoice issued to Member by IHS. Any payments not received by IHS when due will be considered past due, and IHS may choose to accrue interest at the lesser rate of one and one half percent (1.5%) per month or the highest rate permitted in law. Member has no right of set-off.

2.3 All Membership Fees are exclusive of, and Member is solely responsible for payment of, all federal, state, local, value-added, sales, use, or other taxes that may be applicable to such membership, except for any taxes assessed upon the income of IHS.

2.4 Expenses related to equipment, communication charges, food, beverages, and other miscellaneous items in a Member's hospitality suite and/or working room that are not included in the MES may be billed separately.

3. TERM & TERMINATION

3.1 Unless sooner terminated in accordance with the provisions of this Agreement, the initial term of this Agreement commences on the Effective Date and continues for a period of one year thereafter. So long as Member is not in material breach of this Agreement, the initial term will automatically renew for successive renewal terms of 12 month period, unless one party provides the other party with written notice of its intent not to renew at least 30 days prior to the end of the initial or any renewal term.

3.2 Either party may terminate this Agreement if: (a) the other party 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; 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 sixty (60) days, or the other party is adjudged bankrupt. Neither party has to right to terminate for cross default.

3.3 Upon the termination of this Agreement pursuant to Section 3.2, all Membership Fees owed by Member through the date of termination automatically and immediately become due and payable.

3.4 If Member attempts to terminate this Agreement during the term other than pursuant to Section 3.2, any Membership Fees payable under this Agreement will be immediately due and payable to IHS in full.

4. SPONSOR MARKS

4.1 As soon as possible after execution of each MES, Member shall provide to IHS the Member Marks for use by IHS in connection with the Member Event.

4.2 Member shall provide the Member Marks to IHS in the following formats: Print quality: 300 dpi, eps file; Web quality: 72 dpi, jpeg file. Member will identify the following requirements for placement of the Member Marks: Spacing requirements, size specifications, color requirements, multiple versions of Member Marks and where and when to use each version. Member Marks are to be supplied in both black and white and color with specific PMS colors noted.

4.3 Member grants to IHS a royalty-free, non-exclusive, world-wide, non-transferable license to use, reproduce, and display the Member Marks in materials promoting or referring to the Member Event. All use of the Member Marks in promotional, sales, and related materials, whether tangible or on-line, for the Member Event, is deemed proper use.

4.4 Member will indemnify, defend, and hold IHS harmless against any claim that any Member Mark infringes the intellectual property rights of third parties, and will pay all damages and costs awarded by a court of final appeal attributable to such claim.

5. CONFIDENTIALITY

5.1 Where either party ("Discloser") provides the other ("Recipient") with Confidential Information, such Confidential Information shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorized by the Discloser or as expressly provided in this Agreement. 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) 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; (b) any other information of Discloser that is specifically designated as confidential or proprietary; or (c) any information that by its nature, Recipient knows or should know is confidential or proprietary. Confidential Information shall not include information that: (i) is or becomes public knowledge other than by a breach of this clause, (ii) is required to be disclosed by any applicable law or by any recognized stock exchange, (iii) was obtained from a third party without breach of an obligation of confidentiality, or (iv) can be shown to have been independently developed by the parties by means other than through its access to the confidential Information.

6. DISCLAIMER OF WARRANTIES

6.1. IHS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE NUMBER OF PERSONS WHO WILL ATTEND ANY IHS EVENT, THE SUITABILITY OR DESIRABILITY OF THE MEMBERSHIP, OR THE ACCURACY OR USEFULNESS OF ANY IHS MATERIALS. EXCEPT AS SPECIFIED IN THIS AGREEMENT, IHS DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IHS DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO CASE SHALL HIS' AGGREGATE LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT OF MEMBERSHIP

FEES PAID AND RECEIVED BY IHS. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PERFORMANCE OF OR ALLEGED FAILURE TO PERFORM THIS AGREEMENT (INCLUDING LOSS OF REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OCCURRING.

8. INSURANCE

Member shall obtain and maintain policies of insurance with reputable insurance companies in respect of its liabilities and obligations hereunder. Upon request, Member shall provide IHS with a copy of such insurance certificates and policies.

9. ANTI-CORRUPTION. Both parties represent and affirm that (i) they will comply with all applicable country laws relating to anti-corruption and anti-bribery, including the US Foreign Corrupt Practices Act and the UK Bribery Act; and (ii) they will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of this Agreement. For the purposes of this section, "bribes or corrupt actions" means any payment, gift, or gratuity, whether in cash or kind, intended to obtain or retain an advantage, or any other action deemed to be corrupt under the applicable country laws.

11. MISCELLANEOUS.

11.1 General. These terms and conditions together with the MES 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 hereof. A modification of this Agreement will only be valid if executed by both parties. 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 Membership Fees if such delay or failure result from events, circumstances or causes beyond its reasonable control. Client may assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) only with the prior written consent of IHS. IHS may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. The Agreement will be construed under the laws of the State of New York each Party hereby submits to the exclusive jurisdiction of New York courts. The English language version of the Agreement will be controlling in the interpretation or application of the terms of the Agreement. The

parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. If any provision of the Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect. Client agrees to comply with any and all applicable conventions, laws, rules, regulations of U.S. Foreign Corrupt Practices Act, and UK Bribery Act. 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 MES. 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. The terms and conditions of the 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. 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.

11.2 Independent Contractors. 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.

11.3 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect.

11.4 Authorized Execution. Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver this Agreement.

11.5 Execution in Counterparts. This Agreement, may be executed simultaneously in two or more counterparts, each or which will be considered an original, but all of which together will constitute one and the same instrument.

11.6 Electronic Signatures. Each Party consents to the other Party's use of electronic signatures on this Agreement and/or any Exhibit, or SOW attached or appended hereto. 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.