

IHS MARKIT PURCHASE ORDER TERMS AND CONDITIONS

1. GENERAL:

(a) This Purchase Order ("Order") is placed subject only to the Terms and Conditions included in this Order and any reference herein to any proposal or other documentation and/or documentation from Vendor is solely for the purpose of specifying basic information concerning price, the description of item(s), quantities, terms of payment, and delivery and then only as such terms are consistent with the terms and conditions herein. Any other terms are specifically excluded. The order of precedence will be any applicable order form or Statement of Work, the Master Agreement executed by the parties and these Purchase Order Terms and Conditions.

(b) By shipping the goods, providing the services, acknowledging receipt of this Order or performing the work described in the Order, Vendor agrees to the Terms and Conditions as set forth in this Order. Any different or additional items in Vendor's acceptance of the Order are hereby rejected and will not be binding. Commencement or performance by the Vendor in the absence of IHS Markit agreement to such proposals will constitute the Vendor's acceptance of the Terms and Conditions set forth herein.

2. QUANTITY ACCEPTABLE ON THIS ORDER:

IHS Markit will accept only the quantity of goods shown in the "Quantity" column of this Order unless otherwise specified on the face hereof.

3. CHANGES:

IHS Markit may at any time, by a written Change Order, make changes in the general scope and terms of the Order. If any such changes cause an increase or decrease in the cost of, or the time required for performance of any part of the work under this Order or affects any other provisions of this Order, such adjustment will be set forth in writing and specifically agreed to by Customer in writing.

4. PURCHASE ORDER NUMBER:

IHS Markit valid, funded purchase order number must appear on all invoices, packing lists and bills of lading and will appear on each package, container or envelope or each shipment made pursuant to this Order. Invoices with an invalid IHS Markit purchase order number will be rejected.

5. INVOICES/PAYMENT:

Invoices will be billed in the currency consistent with the applicable IHS Markit Purchase Order and will contain the following information as applicable: purchase order number, item number, description of item, sizes, quantities, unit prices, and extended totals in addition to any other information specified elsewhere herein. Payment of invoices will not constitute acceptance of supplies and will be subject to adjustment for errors, shortages, defects in the supplies or other failure of Vendor to meet the requirements of the Order. Payment will be made net forty five (45) days from the date of receipt of an accurate and acceptable invoice. IHS Markit may deduct from Vendor's invoices any monies owed to IHS Markit by Vendor.

6. PACKAGING, SHIPMENT AND DELIVERY:

(a) All articles are to be packed in accordance with sound commercial practices to obtain the lowest transportation rates unless otherwise specified in this Order and comply with requirements of common carrier.

(b) Shipments will be valued as to obtain the lowest transportation rates. Transportation insurance for loss or damage will not be purchased unless specifically directed. Excess transportation costs resulting from failure to comply with the provisions of this paragraph will be debited to the Vendor's account.

(c) Packages should be constructed for handling with a mechanical device.

(d) A complete package for specifying IHS Markit's applicable Order number and quantity of goods shipped will be enclosed with all shipments hereunder.

(e) If applicable, Vendor will mark each container with necessary lifting, loading and shipping information, including the IHS Markit Order number, date of shipment and name and address of consignor and consignee. (f) Vendor will bear the expense of any premium transportation charges unless otherwise agreed.

(f) Prepaid transportation charges appearing on Vendor's invoice must be supported by freight bill or equivalent.

(g) Vendor will enclose a packing memorandum with each shipment. When more than one package is shipped, Vendor will identify the package containing the memorandum and will mark IHS Markit contract number, the item number, dates of shipment and names and addresses of consignor and consignee on all packages and shipping papers; If Vendor's deliveries will fail to meet schedule, IHS Markit, without limiting its other rights or remedies, may direct expedited routing and any excess costs incurred thereby will be debited to Vendor's account. IHS Markit may in accordance with the terms set forth herein; cancel all or part of this Order in the event Vendor fails to deliver goods as scheduled herein. With regard to any goods delivered in advance of schedule IHS Markit may, at its option either (i) return the goods at Vendor's expense for proper delivery, or (ii) place the goods in storage and withhold payment therefore in accordance with the until scheduled delivery date. Time is of the essence with respect to this Purchase Order. If Vendor becomes aware of difficulty in performing this Purchase Order, Vendor will timely notify IHS Markit in writing, giving pertinent details. This notification will not change any delivery schedule.

7. WAIVER, APPROVAL AND REMEDIES:

(a) Failure by IHS Markit to enforce any of the provisions of this Purchase Order will not be construed as a waiver of such provision or a waiver of IHS Markit right to enforce any other provision of this Purchase Order.

(b) IHS Markit approval of documents will not relieve Vendor from complying with any requirements of this Purchase Order.

(c) The rights and remedies of either party under this Purchase Order are cumulative and in addition to all other rights and remedies provided by law or in equity.

8. NOTICES:

Any notices required or permitted to be given by either party to the other will be in writing and delivered by registered mail, return receipt requested, hand delivery, or overnight delivery via national courier. A notice is deemed given when delivered, if personally delivered, at the time indicated on the return receipt, if delivered by certified mail, on the next business day, if delivered via courier, or when transmitted, if delivered via facsimile. Notices will be sent to the address or facsimile telephone number stated in the Purchase Order and marked to the [].

9. INSPECTION:

All supplies (including raw materials, components, subassemblies and products) may be inspected and tested by IHS Markit at all reasonable times and places before, during, or after manufacture. If any supplies are defective in materials, workmanship, or are otherwise not in conformity with the requirements of the Order, IHS Markit will have the right, whether or not payment has been made by IHS Markit, to reject them or require that such supplies be corrected or replaced promptly with satisfactory materials or workmanship. The rejected supplies may, at IHS Markit discretion, be returned to Vendor at Vendor's expense and without restocking or return charges. In no event will IHS Markit be liable for any reduction in value of samples used in connection with any inspection or test. If any inspection or test is made on the premises of Vendor, Vendor will, without any additional charge, provide reasonable facilities and assistance for the safety and convenience of inspectors in such manner as not unduly to delay the work. Vendor further agrees to maintain adequate authenticated inspection and cost documents that relate to work performed under this Order. Such records will be retained by Vendor after completion of the Order or as otherwise specified by IHS Markit and made available to IHS Markit upon request. Vendor agrees to supply IHS Markit with inspection and cost reports, affidavits, certifications or any other documents as may be reasonably requested.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION:

During the performance of this Agreement certain technical and cost information will be disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") and will be deemed proprietary if marked with a conspicuous legend identifying it as proprietary or confidential information ("Confidential Information"). The Receiving Party will use reasonable and appropriate technical, administrative, physical, and other security measures to prevent the disclosure, destruction, loss, unauthorized access to, or alteration of Confidential Information received hereunder, as is used to protect its own Confidential Information. Disclosure of Confidential Information received hereunder will be restricted to those individuals who are directly participating in the performance of this Agreement. Confidential Information will not include information that is: (a) known to the Receiving Party prior to receipt of such information from the Disclosing Party; (b) independently developed by the Receiving Party without the benefit or use of the Confidential Information furnished by the Disclosing Party; (c) obtained from a third party who to the knowledge of the Receiving Party received the Confidential Information without any restriction on its further disclosure; (d) publicly known through no breach of this Agreement; (e) disclosed by the Disclosing Party to a third party without restriction; or (f) obligated to be disclosed pursuant to applicable law, regulation or legal process, provided that the Receiving Party will give the Disclosing Party advance notice and will provide reasonable assistance at the Disclosing Party's expense in contesting such legal process if requested by the Disclosing Party. The Receiving Party will protect from unauthorized disclosure destruction, loss, unauthorized access to, or alteration of, any Confidential Information made available by the Disclosing Party, or that the Receiving Party has access to by virtue of the provisions of this Agreement that are not intended for public disclosure. The materials and information provided to the Receiving Party by Disclosing Party or that the Receiving Party had access to in completing work under this Agreement, are the exclusive property of Disclosing Party. Upon completion or termination of this Agreement and/or individual SOW(s), the Receiving Party will return all Confidential Information (copies included) that were provided to the Receiving Party by Disclosing Party. This Section will survive termination of this Agreement for a period of three (3) years. Vendor will not reveal, disseminate to, or use IHS Markit's proprietary information for any third party in any manner whatsoever. This includes data, information, databases, inventions, business strategy, project bidding, proposal procedures, document formats, creative approaches or any other internal policies or procedures. Any data, information, databases, specifications, drawings, sketches, outtakes, audio material, data, reports, work product, or other technical or business information or materials (hereinafter called "Materials") furnished or disclosed by IHS Markit or developed by Vendor specifically for this Agreement are the property of and will be deemed confidential to IHS Markit and will be returned to IHS Markit at the expiration or termination of this Agreement. Vendor will obligate each of its employees, agents and subcontractors to keep such Materials confidential in accordance with the foregoing requirements.

11. TOOLING:

Unless otherwise specified in this Order, all tooling and/or other articles required for the performance hereof will be furnished by Vendor, maintained in good condition and replaced, when necessary, at Vendor's expense. If IHS Markit agrees to pay Vendor for special tooling or other items either separately or as a stated part of the unit price of goods purchased herein, title to same will be and remain IHS Markit property.

12. COOPERATION:

Vendor will fully cooperate and not interfere with the work performance of IHS MARKIT employees, other suppliers or contractors on the premises where work is being performed hereunder. Vendor will remove all debris at the end of each day while delivering services at IHS Markit. Unless otherwise notified by IHS Markit, Vendor must supply all tools and equipment necessary for the

performance of services covered hereunder. Vendor will immediately report any damages occurring as a result of Vendor's work performance or otherwise to IHS Markit.

13. TERMINATION:

(a) This Order may be terminated in whole or in part at any time by IHS Markit. Upon notice of termination, Vendor will submit promptly to IHS Markit, but in no event later than sixty (60) days from the effective date of termination, a claim for reimbursement for the actual costs incurred by the Vendor by reason of such termination. Such actual costs will exclude any charges for the interest or loss of material or parts which can be delivered or diverted to others. The claim will not exceed the prorate portion of this Order which is terminated. All completed or partially completed items and all materials for which compensation is paid to Vendor upon termination will become the property of IHS Markit. Such claim will be Vendor's sole remedy for such termination.(b) In the event that either party is in breach of any material obligation hereunder and, except for Vendor's failure to deliver products and/or services in accordance with the applicable delivery schedule(s), fails to remedy such breach within ten (10) days after receipt of the non-breaching party's written notice of the same ("Cure Period"),the non-breaching party may immediately terminate this Agreement, whether in whole or in part, upon written notice to the breaching party. Such termination right is in addition to any rights or remedies provided to the non-breaching party in law or at equity. Without in any way limiting any remedies available to IHS Markit, whether at law or in equity, if Vendor's breach is not remedied following the expiration of the Cure Period, IHS Markit may: (i) withhold remaining payment(s)(or any portion thereof that IHS Markit may deem equitable) until such breach is cured; and (ii)IHS Markit will have the right to recover from Vendor by offset or otherwise the price of any non-conforming goods or services.(c) IHS Markit may, by written notice of default to the Vendor ,terminate the whole or any part of this Order if the Vendor fails to make delivery of the supplies or to perform the services within the time specified herein or any authorized extension.(d) If this Order is terminated as provided herein, IHS Markit, in addition to any other rights provided in this Order, may require the Vendor to transfer the title and delivery to IHS Markit in the manner and to the extent directed by IHS Markit, any completed or partially completed supplies, materials deliverable and/or manufacturing materials specifically produced or acquired for performance of this Order.(e) The rights and remedies of IHS Markit provided in the Section 13 will not be exclusive and are in addition to any other rights and remedies provided by law under this Order.

14. IHS MARKIT PROPERTY:

Subject to these terms and conditions, or as may otherwise be agreed upon by the parties in an applicable SOW, all work and work product developed, delivered or generated under this Agreement, as well as any unfinished versions or aspects of such work and work products (no matter at what stage of completion)(collectively "Work Product") will be considered "work for hire" by Vendor for IHS Markit to the extent allowed by law. As such, the Work Product will be the sole property of IHS Markit in perpetuity, throughout the world in any and all media. In the event any Work Product is not deemed to be work for hire, Vendor hereby assigns to IHS Markit in perpetuity and without reservation, condition or limitation, all rights, title, and interest in and to such Work Product developed, created or produced under this Agreement by Vendor(including, but not limited to, all working papers, files, models, scripts, concepts, expression of ideas, stories, videos, records) and all rights, title and interest in copyright, trade secrets, trademarks, and other intellectual property derived from such Work Product are hereby assigned by Vendor to IHS Markit in perpetuity (including all renewals or extensions); and Vendor neither retains nor reserves any right of any kind, nature, or description. Vendor represents that it has the right to convey this sole ownership to IHS Markit, and that this sole ownership will give IHS Markit, its assigns, licensees and sub licensees the full and continuing right (without any additional payments) to use the Work Product and all elements or portions thereof for any purpose in perpetuity, throughout the world in any and all media. All talent, copyright, trademark or other releases obtained by Vendor in performance of this Agreement will be specifically in favor of IHS Markit or will be expressly assigned to IHS Markit (and will be so assigned to IHS Markit by Vendor as part of its performance hereunder).

15. ENTRY ON PROPERTY:

If Vendor is required to enter the premises of IHS Markit, in connection with activities related to this Purchase Order, Vendor's rights of entry will be subject to the IHS MARKIT security regulations and other policies and procedures.

16. COMPLIANCE WITH LAWS:

Vendor will in the performance of work or services under this Order, fully comply with all applicable laws, regulations and ordinances and will indemnify and hold harmless IHS Markit from and against any loss, claim, damage, liability, expense or cost (including without limitation attorney's fees and court costs) resulting from failure of such compliance.

17. INDEPENDENT CONTRACTOR RELATIONSHIP:

Performance by Vendor under this Purchase Order will be as an independent contractor and not as an agent of IHS Markit. Vendor will be wholly responsible for withholding or payment of all taxes or other statutory dues with respect to its employees, as required by law.

18. PRICE WARRANTY:

Vendor warrants that the prices specified in this Order do not exceed the prices charged for like quantities of the same or substantially similar articles to any other purchaser.

19. WARRANTY:

Vendor warrants the supplies delivered hereunder to be free from defects in workmanship and materials to be new and of the most suitable grade of their respective kinds, to conform to applicable specifications, drawings, samples or other descriptions given including those set forth in the Order and Vendor's sales literature to be of merchantable quality and, if of Vendor's design, to

be suitable for the purpose intended, to meet all of the performance requirements, and to be free from defects in design. This warranty will run to IHS Markit, its successor and assigns and the users of supplies covered by this Order.

The aforesaid express warranties will be in addition to any standard warranty or guarantee of the Vendor, will be construed as conditions as well as warranties and will not be exclusive. Vendor agrees to replace or correct any supplies not conforming to the foregoing requirements when notified by IHS Markit within two (2) years after that acceptance or within one (1) year from installation, whichever is earlier. If Vendor, upon notice of defect fails promptly to correct or replace the supplies, IHS Markit may do so without further notice and Vendor will reimburse IHS Markit for all costs incurred thereby. No inspection, cost or approval of any kind, including approval of designs will affect Vendor's obligation under these terms and conditions. Supplies that have been rejected will not thereafter be tendered for acceptance unless the former rejection and correction are identified. Replaced or repaired supplies will be subject to the provisions of these terms and conditions to the same extent as the original supplies, except that the warranty will run from the last delivery date.

20. INFRINGEMENT:

Vendor warrants that the products and/or services delivered under this Purchase Order will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Vendor will defend, indemnify and hold IHS Markit and its customers harmless, at Vendor's own expense, from and against any claim, loss, damage, expense or liability, including attorneys' fees, arising out of any action by a third party that is based upon a claim that the products and/or services delivered under this Purchase Order infringe or otherwise violate the intellectual property rights of any person or entity. Vendor will, at its expense procure the right to continue using the products or services or replace or modify the same so that they become noninfringing. If Vendor does not promptly undertake its obligations under this section and pursue them diligently and in good faith, then after 10 days notice and opportunity to cure, IHS Markit may take any and all actions it reasonably deems necessary to protect its interests, including the defense or settlement of any infringement claim, at Vendor's sole cost and expense.

21. LIMITATION OF LIABILITY:

In no event will IHS MARKIT be liable for incidental, indirect, special or consequential damages arising out of or in connection with this agreement. IHS Markit, liability to Vendor will in no event exceed the amount of this Order.

22. INDEMNIFICATION:

Vendor will defend, indemnify and hold harmless IHS Markit from and against all losses, costs, damages, claims or demands arising out of the Purchase Order, or caused or alleged to have been caused in any manner by Vendor, including all suits or actions of every kind and/or description, brought against IHS Markit, either individually or jointly with Vendor for or on account of any damages or injuries to any person or persons or property, caused or occasioned, or alleged to have been caused or occasioned, by an alleged act, omission or fault of Vendor, its employees, agents, or others under Vendor's control or any breach by Vendor of its promises, covenants, commitments and warranties contained herein. IHS Markit may retain counsel to monitor Vendor's defense of any claim or to provide its own defense, without affecting Vendor's indemnity hereunder. IHS MARKIT will provide reasonable assistance to Vendor at Vendor's expense.

23. IHS MARKIT INTELLECTUAL PROPERTY:

Products rejected or not purchased by IHS which utilize any of the IHS name, trade names, trademarks, insignia, symbols, decorative designs or evidences of IHS inspections("Insignia") will have all such Insignia removed prior to any resale, use or disposition thereof. Vendor agrees to indemnify, defend, and hold IHS and its customers harmless from any claim, loss, or damage arising out of Vendor's failure to comply with this paragraph.

(a) Subject to these terms and conditions, IHS, in its sole discretion, will have the right to register in its name a copyright, patent, or trademark to any Work Product. Vendor will assist IHS in obtaining copyright, patent, or trademark protection and any other intellectual property right protection in the services and Work Product by providing and executing any documentation necessary to vest copyright, patent, or trademark ownership of the Work Product in IHS.

(b) Except as may be set forth in separate agreements for Vendor's software, Vendor grants to IHS an irrevocable, non-exclusive, perpetual, transferable, worldwide, royalty-free license to possess and use intellectual property owned by Vendor and delivered to IHS under this Purchase Order (a) for IHS' own internal purposes, and for any purposes associated with the use of the products and/or services delivered to IHS under this Purchase Order.

(c) Vendor hereby grants to IHS a nonexclusive license to possess and use the Vendor software delivered to IHS under this Purchase Order solely (i) for IHS' own internal purposes, and (ii) for any purposes associated with the use of the products and/or services delivered under this Purchase Order, which may include access to and use of the software by IHS' subcontractors or customers.

(d) If Vendor is obligated to provide third party software under this Purchase Order, Vendor will obtain and deliver all appropriate third party licenses to IHS. Any third party licensing agreements will be subject to IHS' review and approval.

(e) No license, express or implied, of any patent, copyright, trademark, or other intellectual property is granted by IHS to Vendor hereunder.

(f) Where performance under this Purchase Order includes experimental, developmental or research effort and such work is paid for in whole or in part by IHS, Vendor agrees to disclose to IHS all confidential processes, know-how and trade secrets resulting there from, and on request, to assign to IHS each invention and property right resulting there from.

24. PUBLICITY:

Vendor will not advertise market or otherwise disclose to others any information relating to this Purchase Order, the services provided there under, nor commercially use IHS MARKIT' name in any manner, without IHS Markit' express written consent.

25. EXPORT CONTROL AND SANCTIONS:

Products and services delivered under this Order may be subject to United States export control and sanctions laws and regulations, and maybe subject to export/import regulations in other countries. Vendor agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required.

26. INSURANCE:

During the Term, Vendor will maintain minimum limits of insurance coverage as follows:

(a) Commercial General Liability: covering liability arising from premises, operations, independent contractors, product completed operations, personal and advertising injury and blanket contract liability: US\$1,000,000 per occurrence; \$2,000,000 aggregate. (b) Business Automobile Liability: covering all owned, hired and nonowned vehicles US \$1,000,000 per occurrence including all applicable statutory coverage;(c) Workers Compensation: statutory limits for all states of operation; (d) Employers Liability: US\$1,000,000 each employee for bodily injury by accident and US\$1,000,000 each employee for bodily injury by disease; (e) Excess Umbrella Liability: \$5,000,000 limits;(f) Professional/Errors and Omissions Liability: US\$3,000,000 per occurrence; and(g) Blanket Crime coverage including employee dishonesty for acts against or involving IHS Markit property: US \$1,000,000 per occurrence. All policies of insurance procured by Vendor will be written as primary policies, not contributing with or in excess of coverage that IHS Markit may carry. If Vendor's liability policies do not contain the standard separation of insured provision, or a substantially similar clause, they will be endorsed to provide cross liability coverage. Vendor will waive its insurer's right of subrogation under its policies. IHS Markit and its affiliates will be named as an additional insured under Vendor's insurance policies (except Worker's Compensation, Employer's Liability, Professional/Errors & Omissions and Blanket Crime) and Vendor will furnish to IHS Markit a certificate of insurance showing compliance with the limits, insurance requirements and waiver of subrogation set forth above within ten (10) days of the Effective Date. By requiring insurance herein, IHS Markit does not represent that coverage or limits will necessarily be adequate to protect Vendor. The purchase of appropriate insurance coverage by Vendor or the furnishing of a certificate of insurance will not release Vendor from its respective obligations or liabilities under these Purchase Order Terms and Conditions

27. AUDIT ISSUES:

Vendor will keep accurate records of the time spent in the performance of Services hereunder. IHS Markit will, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Vendor involving transactions related to this Agreement; provided: (i) IHS Markit will provide Vendor with at least ten (10) days' written notice prior to any such inspections, (ii) the inspections will take place at Vendor's facilities during normal business hours, and (iii)the inspections will occur no more frequently than once every twelve (12) months unless a previous audit of Vendor by IHS Markit gives rise in IHS Markit' sole discretion for cause to conduct audits more frequently. Vendor represents and warrants that it is, and will, at all times during the term of this Agreement, be SAS70 Type II compliant. If at any time Vendor is not so compliant, Vendor will reimburse IHS Markit for the cost of the testing and related work performed by IHS Markit independent certified public accountants to validate Vendor's control structure and environment. To the extent any audit of IHS Markit leads to a need for any remediation in the service area, Vendor will undertake at its expense any remediation required with respect to its own operations and will assist, as requested by IHS Markit and at no cost to IHS Markit, in any remediation required by IHS Markit.

29. APPLICABLE LAW:

This Purchase Order will be governed by the laws of England and Wales without regard to its choice of law principles. The parties hereby submit to exclusive Jurisdiction of English courts.

30. SEVERABILITY:

If any portion of this Purchase Order is invalid or unenforceable, the parties agree that the remaining portions will remain in effect.

31. ASSIGNMENTS AND SUBCONTRACTS:

Vendor will not assign any proceeds or subcontract this Order or any right or obligation hereunder without the prior written consent of IHS Markit.

32. GOVERNMENT CONTRACT:

If this Order is issued for any purpose which is either directly or indirectly connected with the performance of a contract with the US government or a subcontractor hereunder, the terms that the Federal Acquisition Regulations or other appropriate regulations, require to be inserted in contracts or subcontracts will be deemed to apply to this Order.

33. SURVIVAL:

Any and all obligations under this Purchase Order which, by their very nature should reasonably survive the termination or expiration of this Purchase Order, will so survive.

34. THIRD PARTY RIGHTS:

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.

35. ANTI-CORRUPTION:

Vendor represent and affirm that (i) it will comply with all applicable country laws relating to anti-corruption and anti-bribery, including the US Foreign Corrupt Practices Act and the UK Anti-Bribery Act; and (ii) it will not promise, offer, give or receive bribes or corrupt actions in relation to the procurement or performance of the Services or Work Product. 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.