

IHS Software Terms And Conditions IHS 软件条款与条件

Following are the IHS Software Terms and Conditions for licensing the Products and by accessing the Products Client accepts and agrees to be bound by these terms.

以下为有关许可产品的 IHS 软件条款和条件，客户访问产品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 Software Terms and Conditions, the incorporated Exhibit, and the applicable Order Forms.

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 “Documentation” means the material, user guides, and manuals provided by IHS to Client for use with a Product.

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

1.8 “Expenses” means the amount as agreed by the Parties in the Order Form incurred by IHS to provide Products to Client. Client shall pay IHS all reasonable and documented expenses.

1.9 “Fees” means the money owed to IHS for Products as provided in the Order Form. 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 Products, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.11 “Order Form” means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions.

1.12 “Product(s)” means all information or software provided by IHS and/or its third party providers to Client under an Order Form. 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.

1.13 “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 Order Form for the Products and Maintenance. Client will pay IHS the Fees and Expenses in advance, within 30 days from date of an IHS invoice received by Client and in the currency specified in the Order Form. Fees for Products are nonrefundable. 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 Products if payment is not received when due. Client has no right of set-off.

2.2 Unless otherwise agreed in the Order Form, IHS reserves the right to modify the Fees after the initial 12 month subscription or Maintenance period 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.

2.3 Delivery of Products is deemed to occur and risk of loss passes upon delivery or when IHS provides access codes to Client that allow Client to access or to take immediate possession of Product.

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”指本软件条款和条件，相应的附件以及适用的订单。

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 “文件”是指 IHS 向客户提供的、与产品一起使用的材料、用户指引和手册。

1.7 “附件”是指包含针对具体产品的条款和条件的附件。

1.8 “开支”是指在订单中列明的 IHS 向客户提供产品时发生的开支。客户应支付所有合理且有凭证的开支。

1.9 “费用”是指订单中规定的，应当向 IHS 支付的与提供的产品相关的款项。费用不包括开支和税费，所有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、商业秘密以及产品；和 (b)所有上述任何财产的衍生作品、改进或其他修改。

1.11 “订单”是指协议双方签署的规定了被许可使用的产品、许可期限、费用、开支以及特殊条款或条件的文件。

1.12 “产品”是指 IHS 和/或其第三方供应商依据相关订单向客户提供所有信息及软件。经至少提前 45 天书面通知，IHS 可以对产品进行更换或修改。

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 对于任何订单项下到期应付的所有费用和开支，IHS 将就其中的产品和服务向客户全额开具发票。客户应当在收到 IHS 发票之日起三十天内、使用订单中规定的币种、通过预付方式向 IHS 支付订单中规定的费用和开支。产品费用不可退款。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) 停止提供产品。客户无权进行抵销。

2.2 除非订单另有约定，经至少提前 45 天书面通知客户，IHS 有权在初始 12 个月订阅或维护服务期限届满后修改费用，但该等修改每 12 个月不超过一次。

2.3 当 IHS 向客户提供访问密码从而允许客户访问或立即占有产品时，应当视为产品已经实际交付并且相关损失风险已经转移至客户。

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 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 Order Form, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement or Order Form as applicable.

5. INDEMNIFICATION.

5.1 By IHS.

5.1.1 Except as otherwise specifically set forth in an Order Form, 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 Products infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Client's locations as licensed under an Order Form ("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 Products in accordance with the Agreement, (b) the modification of a Product not specifically authorized in writing by IHS; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation; (d) 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; or (e) compliance with designs, plans, or specifications furnished by or on behalf of the Client.

5.1.3 If Products are held or are believed by IHS to infringe, IHS may choose, at its sole 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; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Product(s); in case of provision of software Products, based upon a five year depreciation schedule. 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.

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.

5.3 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,

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) 可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。本协议或订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订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 除非任何订单中另行明确规定, 在订单中给予许可的客户所在地国家境内, 如任何第三方主张产品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产品; (b) 未经 IHS 明确书面授权而修改产品; (c) 将产品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; (d) 使用并非当时最新的产品版本, 且如使用当时最新的产品版本可以避免侵权; 或 (e) 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 如果产品被裁定或判决认定为或 IHS 认为产品侵犯他人权利, IHS 可以自行选择并承担相应费用: (a) 修改产品使其不再具有侵权性; (b) 以具备同等功能的非侵权产品替代该产品; (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产品; 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) 终止与侵权产品相关的订单, 将客户为该等侵权产品已支付的费用退还给客户; 对于软件产品, 按照五年折旧期间按比例折算。本第 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

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。

5.3 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

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 AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, 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 the case of Products, the Fees paid by Client in the prior 12 months for the defective Products 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 initial term of a Product license will be set forth in the applicable Order Form. Upon expiration of the initial term, the Order Form will automatically renew for additional one-year terms for Products or Maintenance licensed on a term basis unless terminated as provided in Section 7.2 of the Agreement. The term of this Agreement shall continue for the term of the Order Form.

7.2 Either Party may terminate this Agreement, or licenses granted under an Order Form if: (a) the Party gives written notice to the other Party of its election to terminate at least 30 days before the end of the initial term or renewal term of the Order Form for Products or Maintenance licensed on a term basis; (b) 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 (c) 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 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Products. Upon the termination of this Agreement, or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

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

7.5 Effect of Term or Termination. Unless otherwise provided in the Agreement, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except as otherwise specified on an Order Form, Client represents and warrants that - upon any expiration or termination of this Agreement or an Order Form, as applicable, - Client immediately will: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) 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 (z) upon request from IHS provide written certification to IHS that Client has complied with this paragraph.

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 Products provided by IHS under this Agreement. Failure to comply with all applicable anti-corruption or export 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 Products on behalf of or for the benefit directly or indirectly of the US Government or any US Government Agencies. Client shall not make the Products available to the US Government or any of its agencies.

10. MISCELLANEOUS.

10.1 **General.** These terms and conditions together with the applicable

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产品引起或与之相关的 (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：对于产品，客户在此前 12 个月内在本协议项下为索赔中涉及的产品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 产品许可的初始期限在相应订单中规定。对于有固定许可期限的产品或维护服务，订单初始期限届满将自动续展一年，除非根据本协议第 7.2 条规定终止。本协议在订单有效期内持续有效。

7.2 如果发生以下任一情形，协议一方可以终止本协议，或者订单项下授予的许可：(a) 对于有固定许可期限的产品或维护服务，在初始或续展期结束前至少提前三十天书面通知另一方；(b) 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 (c) 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 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产品付款的义务。当协议、任何订单终止时，客户在终止日已经产生的所有费用和开支应当自动并立即到期应付。

7.4 任何订单有效期间届满或因其他原因终止时，该等订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订单。

7.5 **期限与终止的效力。**除非在本协议中另有规定，客户不得永久性的保留产品，包括 (a) 在任何文件或硬盘、服务器或其他存储体中保留；或者 (b) 以打印文件的形式保留。除非在订单中另有规定，客户在此陈述和保证，本协议或订单（视情况而定）有效期间届满或终止时，客户将立即：(x) 停止使用与已经期满或终止的订单相关的所有产品；(y) 销毁与产品相关的任何物品（包括但不限于数据、软件和文件），并且从所有电子介质中清除任何产品数据；以及 (z) 如 IHS 要求，向 IHS 提供书面确认表明其已遵守本款规定。

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产品，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产品的许可。客户不会将产品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订单构成协议双方就本协议事项达

Order Form 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 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. 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 Order Form. 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 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. 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. If a Client requires training Services for Products licensed under this Agreement, then IHS will provide such Services subject to this Agreement. 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 Order Form 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 Order Form. Each Party consents to the other Party's use of electronic signatures on the Order Form. 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.

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），该等同意不得合理地设定条件、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。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订单所载明的地址。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）两（2）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。如果客户要求就本协议下许可的产品提供培训服务，IHS 将依本协议规定提供该等服务。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 – FOR SOFTWARE PRODUCTS
附件-软件产品

1. DEFINITIONS.

1.1 “**Error**” means a failure of the Product to operate or to function as set forth in the Documentation or in an Order Form.

1.2 “**Maintenance**” means the services described in Section 4, below.

1.3 “**Support Hours**” means the times listed in the Documentation, exclusive of weekends and IHS holidays.

1.4 “**Update**” means an error correction, patch, bug fix, minor modification, or new release of the Products that is generally made available to purchasers of Maintenance at no additional charge. Updates do not include any major modifications, options, or future products for which IHS, in its sole discretion, determines to license separately and charge a separate Fee.

2. LICENSE/AUTHORIZED USE.

2.1 LICENSE TYPES AND DEFINITIONS

2.1.1 “**Authorized User(s)**” means employees of Client and/or Client’s Affiliates or Divisional Affiliates, as applicable, who must access a Product solely to help Client use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorized Users and will take all reasonable steps to ensure that no unauthorized persons shall have access to the Product.

2.1.2 “**Client License**” means a type of license that allows the Authorized Users (number specified on the Order Form, if applicable) of Client (as of the effective date of the license) to access the Product. A Client License does not include the right to allow use by Authorized Users of Client’s Affiliates.

2.1.3 “**Enterprise-Wide License**” means a type of license that allows the Authorized Users (number specified in the Order Form, if applicable) of Client and Client Affiliates (as of the effective date of the license) to access the Product.

2.1.4 “**Divisional License**” means a type of license that allows the Authorized Users (number specified on the Order Form, if applicable) of Client and Divisional Affiliates (as of the effective date of the license) to access the Product.

2.1.5 “**Site License**” means a type of license that only allows Client to access the Product from the locations listed in the Order Form. Proxy or community access from locations not listed in the Order Form is strictly prohibited. Site License may include Client Affiliates’ locations as sites, if the Order Form specifically lists the Client Affiliates’ locations.

2.1.6 “**Standalone License**” means a type of license that allows Client the right to download or access the Products on a single computer. Authorized Users shall only be authorized to access the Products on such computer.

2.1.7 “**User License**” means a type of license that allows the number of Authorized Users specified in the Order Form to access the Product through user name and passwords either: (i) on a concurrent basis (i.e. allowing up to the specified number of Authorized Users the rights to access the Products simultaneously) or (ii) on a generic/named user basis.

2.1.8 “**Internal Use**” means that Authorized Users may use the Product only for Client’s internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.

2.2 Authorized Use

2.2.1 **License Grant.** Subject to the terms and conditions of the Agreement, IHS grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable. Client may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license being purchased, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual or term), and (c) the Product(s) being licensed.

2.2.2 **Product Restrictions.** Client must not reverse engineer, disassemble, decompile, create derivative works, or otherwise alter or modify Products provided hereunder. Client may not transfer, sublicense, relicense or commercially exploit Products; or use Products for third party transactions, commercial time-sharing, rental, or service bureau use; or publicly perform or publicly display Products; or otherwise reproduce, directly or indirectly, Products in whole or in part, or any related materials.

2.2.3 **Protection of IHS Intellectual Property.** Client must take all

1. 定义

1.1 “**错误**”是指产品未能按照文件或订单的规定运行或提供相应的功能。

1.2 “**维护服务**”是指下述第4条中所述的服务。

1.3 “**支持服务时段**”是指在文件中列出的时间段，不包括周末和IHS的节假日。

1.4 “**更新**”是指通常无需额外收费便可向维护服务的购买方提供的产品的错误修正、补丁、漏洞补丁、微小修改或新发布版本。更新不包括IHS自行确定的需要另行取得许可和收取费用的任何重大修改、可选内容或将来的产品。

2. 许可/授权使用

2.1 许可类型和定义

2.1.1 “**授权用户**”是指仅为协助客户将产品运用于被许可的目的而必须访问产品的客户和/或客户关联方或部门关联方的雇员，视情况而定。客户应当为其授权用户（如客户代表其关联方被许可使用相关产品，则包括关联方的授权用户）的行为和疏忽承担全部责任，并将采取一切合理的措施确保未经授权者不能访问产品。

2.1.2 “**客户许可**”是指允许客户的授权用户自许可生效日起访问产品的一种许可类型。授权用户人数在订单中予以规定，如适用。客户许可不允许客户关联方的授权用户使用。

2.1.3 “**企业范围内许可**”是指允许客户和客户关联方的授权用户自许可生效日起访问产品的一种许可类型。授权用户人数在订单中予以规定，如适用。

2.1.4 “**部门许可**”是指允许客户和部门关联方的授权用户自许可生效日起访问产品的一种许可类型。授权用户人数在订单中予以规定，如适用。

2.1.5 “**站点许可**”是指一种类型的许可，仅许可客户在订单中所列明的地点访问产品。在订单中列明的地点外通过代理或第三方站外接入方式访问产品是严格禁止的。

2.1.6 “**独立许可**”指要求客户仅可用某台特定的电脑下载或访问产品。授权用户仅可自该电脑访问产品。

2.1.7 “**用户许可**”是指一种类型的许可，允许订单中规定数量的授权用户以用户名和密码访问产品，但方式限于(i)并发访问（即仅允许特定数量以内的授权用户同时访问产品）或(ii)指定的客户人员名单上的人方可访问。

2.1.8 “**内部使用**”是指授权用户只能为客户的内部业务目的使用产品。除非在订单中另行规定，不允许在外部使用产品。

2.2 授权使用

2.2.1 **授予许可。**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。客户仅可为内部使用之目的，在规定的介质和附随文件（如有）中使用产品。与许可相关的信息将在订单中具体规定，包括：
(a) 许可的类型（如：企业范围，站点或是用户）；(b) 许可的期限（如：永久或固定期限），和(c) 许可的产品。

2.2.2 **产品限制。**客户不得对本协议项下提供的产品实施反向工程、拆分、反编译、制作衍生产品或以其他方式修改或改变产品。客户不得转让、分许可、再许可或为商业用途开发产品，或者为第三方交易、商业性分时、租赁或服务用途而使用产品，或公开演示或展示产品，或者以其他方式直接或间接复制全部或部分产品内容或与产品相关的任何资料。

2.2.3 **IHS 知识产权保护。**客户必须采取一切合理措施确保未经授权人

reasonable steps to ensure that no unauthorized persons have access to a Product and that all authorized persons having access to the Product will refrain from any disclosure, duplication or reproduction.

2.2.4 De-Installation of Products. Should Client replace any of its computers containing an installed Product, Client will remove the Product, along with any hardware or data furnished to Client by IHS in connection with the installation of the Product, from such computer, so that no subsequent user may possess or have access to the Product.

2.2.5 Effect on Assignment or Change of Control. Client acknowledges additional Fees may be payable upon grant of assignment for License(s) granted under an Order Form to this Exhibit upon: (a) an assignment of this Agreement and/or such License(s); or (b) a change of control, proposed merger, consolidation, combination, or reorganization involving Client or Client's licensed Affiliates.

3. WARRANTIES.

3.1 IHS Software Products. IHS warrants that any Products provided by IHS under this Exhibit will comply with all material specifications set forth in the Order Form or the Documentation accompanying the Product for a period of 90 days from date of delivery, if Client is to install, or 90 days from date of installation, if IHS is to install. IHS warrants that such Product does not contain known viruses, bugs, or lock-out capabilities, unless expressly set forth in the Order Form. Upon receiving specific written notice from Client of a warranty issue, IHS may ask Client to help reproduce operating conditions similar to those present when Client detected the warranty issue. Client's sole and exclusive remedy for any breach of this warranty is for IHS, in the following order of priority, to: (a) use commercially reasonable efforts to correct such failure within 30 days of receipt of written notice from Client; or (b) terminate the Order Form for the defective portion of the Product(s) and refund the Fees paid by Client for the defective portion.

3.2 Disclaimer. Other than the express warranties described in Section 3.1 of 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 PRODUCT(S).

4. MAINTENANCE AND SUPPORT.

4.1 Maintenance. IHS will provide Client with Maintenance as described in this Section 4 for those Products that receive Maintenance services. Not all IHS Software Products receive Maintenance services. The Order Form will include any exceptions. Maintenance will be performed in a timely and professional manner by qualified maintenance technicians familiar with the Product and its operation.

4.2 Help-Desk for Software Products under Maintenance. IHS will provide reasonable quantities of telephone or on-line Maintenance during Support Hours and in accordance with Documentation in force from time to time.

4.3 Error Reporting.

4.3.1 By Client. If Client desires Maintenance, Client must contact IHS' help desk by phone or e-mail, the number or address specified in the Order Form or Documentation in force, as applicable.

4.3.2 Error Reproduction. After Client reports a suspected Error, IHS will consult with Client to determine the severity of the Error. IHS may ask Client to help reproduce operating conditions similar to those present when Client detected such Error. Assistance may include copies of input, output, and database dumps.

4.4. As part of Maintenance, IHS will provide additions, modifications, and/or corrections on a commercially reasonable basis or as mutually agreed.

4.5 Updates. IHS will provide Updates to Client as part of Maintenance when IHS makes such Updates generally available to its customers.

4.6 Continuing Support. IHS will provide Maintenance for the current version and one prior version of the Product only.

4.7 Limitations of Support. IHS will have no obligation to maintain: (a) a Product modified or damaged by a party other than IHS or any portion of a Product incorporated with or into other software; (b) problems caused by Client's negligence, abuse or misapplication, its use of the Product other than as specified in the Documentation, or other causes beyond the control of IHS; or (c) problems caused by hardware or software not supported by IHS. IHS will not be responsible for the cost of changes to Client's hardware or software that may be necessary to use the Product due to an Update or Error correction.

4.8 Termination of Product Maintenance. IHS will have the right to

员无法访问产品，所有获得授权可以访问产品的人员不得进行披露、复制或再制。

2.2.4 产品卸载。若客户更换任何已安装产品的电脑，则客户应当从电脑上卸载产品并拆除 IHS 为安装产品而向客户提供的硬件或数据，从而确保此后的用户无法占有或访问产品。

2.2.5 转让或控制变化的效力。客户知晓，如发生以下情况之一，本附件下的订单授予的许可可能需要增加费用：(a) 转让本协议和/或该等许可；或(b) 涉及客户或客户关联方（如适用）的控制变化、拟进行的合并、整合、组合或重组。

3. 保证

3.1 IHS 软件产品。IHS 保证，IHS 依据本附件提供的任何产品自交付之日起九十天内（如果由客户安装产品）或者自安装之日起九十天内（如果由 IHS 安装产品），均符合订单或产品随附文件中规定的各项重大规格要求。IHS 保证，除非订单中另有明确规定，产品不含有任何已知的病毒、漏洞或锁死功能。如从客户处收到关于保证问题的具体书面通知，IHS 可要求客户协助重现与客户发现故障时类似的操作情况。客户对于违反上述保证享有的唯一和排他性救济权是由 IHS（按照下列优先顺序）：(a) 通过商业上合理努力在收到客户书面通知之日起三十天内纠正该等故障；或者 (b) 终止与产品缺陷部分相关的订单，并退还客户就缺陷部分已支付的费用。

3.2 保证事项免责声明。除本附件第 3.1 条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。因使用产品而产生的所有风险由客户承担。

4. 维护服务与支持

4.1 维护服务。IHS 将根据本第 4 条就享受维护服务的产品向客户提供维护服务。不是所有的 IHS 软件产品均适用维护服务。订单中将列明例外情况。维护服务将由熟悉产品及其运行的合格技术人员以专业、及时的方式提供。

4.2 软件维护服务台。IHS 将根据届时适用的文件在支持服务时段提供合理数量的电话和在线维护服务。

4.3 错误报告

4.3.1 客户的报告。客户若需要取得维护服务，必须通过电话或电子邮件联系 IHS 的服务台。该服务台的电话或地址将在订单或当时有效的文件（如适用）中说明。

4.3.2 重现错误。当客户报告可疑的错误后，IHS 将询问客户，以确定错误的严重程度。IHS 可以要求客户提供协助，以再现客户发现该等错误时的类似操作情况。此类协助可能包括复制输入、输出和数据库转储信息。

4.4 作为维护服务的一部分，IHS 将在商业合理或双方同意的基础上提供补丁、修改及/或修正。

4.5 更新。当 IHS 推出向其顾客普遍提供的更新时，IHS 会将其作为维护服务的组成部分向客户提供。

4.6 持续支持服务。IHS 仅向产品的最新版本以及此前一个版本提供维护服务。

4.7 支持服务的限制。IHS 没有义务提供以下维护服务：(a) 产品被 IHS 以外的其他方修改或损坏，或产品的任何部分与其他软件组合或被组合进其他软件；(b) 因客户过失、滥用或不当应用、或者未按照文件的规定使用产品、或者因 IHS 无法控制的其他原因而导致的问题；或者 (c) 因 IHS 不支持的硬件或软件导致的问题。若因更新或错误纠正措施使客户在使用产品时必须对其硬件或软件实施修改，IHS 不会承担该等修改的费用。

4.8 产品维护服务的终止。若 IHS 总体上不再为某一产品提供维护支持，

terminate the Maintenance portion of this Exhibit for a particular Product if IHS no longer generally provides maintenance support for such Product or no longer provides the specific services previously offered, by providing written notice to Client of such election at least 90 days before the Maintenance term's end.

4.9 Maintenance Reinstatement. Client may choose to not renew Maintenance. If, after any lapse, Client desires to resume Maintenance; then, after examination, IHS may choose to reinstate Maintenance under its then current terms, conditions and pricing, provided that Client pays the Fees for such reinstatement. Reinstatement Fees will be calculated for the entire period of lapse in Maintenance and Support based on the current pricing, plus a reactivation fee .

4.10 Client Responsibilities.

4.10.1 If Client discovers any suspected Error(s) in the Product; then, before calling the IHS help desk, Client must analyze the suspected Error(s) to determine if the Error is the result of Client's software, hardware, misuse, or misunderstanding of the Product.

4.10.2 If the problem reported by Client is directly related to unauthorized alterations of the Product by Client, then IHS may charge for the professional service time expended by IHS, at IHS' then current time and material rates, in addition to reasonable out-of-pocket expenses; or at Client's option; IHS will be released from Maintenance obligations for the modified portion of the Product.

5. AUDIT.

Upon reasonable notice in writing by IHS to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and 1 year thereafter, IHS may audit relevant records at Client's location during normal business hours to enable IHS to ensure Client's compliance with this Exhibit. IHS shall use reasonable efforts to minimize any operational impact or business interruptions to Client whilst conducting any audit under this section.

或者不再提供之前的特定服务, IHS 可以终止本附件中的维护服务部分或者与特定产品相关的维护服务, 但应在支持服务期满前至少提前九十 (90) 天书面通知客户。

4.9 维护服务的恢复。 客户可以选择不再续展维护服务。若客户在暂停使用维护服务一段时间后希望恢复维护服务, 则 IHS 可以在实施必要的检查后决定按照届时适用的条款、条件和定价恢复提供维护服务, 但是客户应当为恢复服务支付费用。计算恢复费用应基于最新报价, 且将维护和支持间断的整个期间都计算在内, 再加上再激活费用。

4.10 客户的责任

4.10.1 若客户发现产品中存在可疑的错误, 在电话联系 IHS 服务台寻求 IHS 的帮助之前, 客户必须首先分析该等可疑的错误, 以确定该等错误是否因客户的软件、硬件、误用产品或错误理解产品而导致。

4.10.2 若客户报告的问题与客户擅自修改产品直接相关, IHS 则可以根据其所花费的专业服务时间以及 IHS 当时适用的时间和材料费率另外收取服务费以及合理的现款开销; 或者, 由客户选择, 免除 IHS 为产品中已修改的部分提供维护服务的义务。

5. 审计

在本协议有效期内以及此后一 (1) 年内, 经向客户发出合理的书面通知, IHS 可以在正常工作时间内到客户现场对相关记录进行审计, 以使 IHS 能够确保客户遵守本附件。该等审计每年不得超过一次, 除非此前已经发现违约行为。IHS 在根据本条进行任何审计时应尽合理努力减少给客户造成的任何运营影响或业务干扰。

End of Agreement

协议结束