|  |  |
| --- | --- |
| IHS Markit Terms and Conditions  **Between** | **Effective Date:** <<Contract\_EffectiveDate>> |

|  |  |
| --- | --- |
| <<Contract\_IHSMarkitLegalEntity>> | Incorporated In: <<Contract\_IHSMarkitCountryOfIncorporation>> |
| Registered Address:  <<Contract\_IHSMarkitLegalEntityStreet>>  <<Contract\_IHSMarkitLegalEntityCity>>  <<Contract\_IHSMarkitLegalEntityState>> <<Contract\_IHSMarkitLegalEntityZipPostal\_Code>>  <<Contract\_IHSMarkitLegalEntityCountry>> | **Notice Address:**  **<<Contract\_IHSMarkitNoticeAddressStreet>>**  **<<Contract\_IHSMarkitNoticeAddressCity>>**  **<<Contract\_IHSMarkitNoticeState>>**  **<<Contract\_IHSMarkitNoticeZipCode>>**  **<<Contract\_IHSMarkitNoticeAddressCountry>>** |

**and**

|  |  |
| --- | --- |
| <<Contract\_ClientLegalEntityLookUp>> | Incorporated In: <<Account\_IncorporatedIn>> |
| Registered Address:  <<ClientLegalEntityLookUp\_BillingStreet>>  <<ClientLegalEntityLookUp\_BillingCity>>  <<ClientLegalEntityLookUp\_BillingState>>  <<ClientLegalEntityLookUp\_BillingPostalCode>>  <<ClientLegalEntityLookUp\_BillingCountry>> | **Notice Address:**  **<<Contract\_ClientNoticeAddressStreet>>**  **<<Contract\_ClientNoticeAddressCity>>**  **<<Contract\_ClientNoticeAddressStateProvince>>**  **<<Contract\_ClientNoticeAddressZipPostalCode>>**  **<<Contract\_ClientNoticeAddressCountry>>** |

**(each a “Party” and collectively the “Parties”).**

This Agreement sets out the general terms and conditions under which IHSMarkit agrees to provide, and Customer agrees to receive and use, certain IHSMarkit products and services. The specific IHSMarkit products and services shall be identified and set out in separate order forms or addendums hereto, to be executed by the Parties.

**TERMS AND CONDITIONS**

# 1. DEFINITIONS

# 2. FEES, PAYMENT, DELIVERY AND TAXES

# 3. OWNERSHIP OF INTELLECTUAL PROPERTY

# 4. CONFIDENTIAL INFORMATION

# 5. INDEMNIFICATION

# 6. LIMITATION OF LIABILITY

# 7. TERM AND TERMINATION

# 8. U.S. GOVERNMENT USE

9. COMPLIANCE WITH LAWS

# 10. MISCELLANEOUS

# **EXHIBIT A – DATA**

### 1. LICENSE/AUTHORIZED USE

### 2. WARRANTIES

3. MISCELLANEOUS.

**EXHIBIT B – SOFTWARE**

### 1. LICENSE/AUTHORIZED USE

### 2. WARRANTIES

3. MISCELLANEOUS.

**EXHIBIT C – SERVICES**

### 1. LICENSE/AUTHORIZED

### 2. WARRANTIES

3. MISCELLANEOUS

**The order of precedence is:**

**(a) First, any Order executed by both Parties**

**(b) Second, the Exhibit to which the Order attaches and applies (if applicable)**

**(c) Third, these Terms and Conditions and any amendments hereto.**

IN WITNESS WHEREOF, the Parties duly authorized representatives have executed this Agreement as of the Effective Date.