**Terms and Conditions**

1. The Product(s) licensed hereunder is identified above and includes any documentation, and updates and corrections thereto provided by IHS Markit to Client for evaluation purposes ("Product"). Subject to and in consideration of Client’s compliance with the terms of this Agreement, IHS Markit hereby grants the Client a personal, non-exclusive, non-transferable, royalty-free, revocable license solely for the purpose of internal trial and evaluation of the Product by a maximum number of Authorized Users as identified above. Client agrees that its employees will be participating in such internal trial and evaluation of the Product (“Authorized Users”) for a period commencing from License Start Date and ending on License End Date as specified above ("Trial Period") at the locations set forth above (“Site”). Any log-ins provided to the Client are personal and may not be shared. Upon expiration or termination of this Agreement or Trial Period, unless otherwise instructed by IHS Markit or unless Client has purchased a license for the Product, Client shall cease all use and shall promptly destroy all other materials containing the Product (all disks and manuals), including all copies thereof, and purge the Product from any electronic media (servers, databases, Excel® spreadsheets and analytical tools and software) containing the Product and so certify in writing upon IHS Markit's request.
2. Client shall not reverse decompile, disassemble or otherwise reverse engineer the Product in whole or in part. Client shall not duplicate, transfer, disclose, provide, distribute, sell, lease, republish, sublicense or otherwise make available the Product, or any part or copies thereof, to any third party. Client shall not alter, modify, or make derivative works of the Product without the prior written consent of IHS Markit. Client will not remove any copyright, trademark or other proprietary notices. No title to or ownership of the Product is transferred to Client. Title to and ownership of the Product and all applicable rights in patents, copyrights and trade secrets in the Product shall remain in IHS Markit.
3. The Product provided hereunder and this Agreement are confidential and/or proprietary to IHS Markit, and Client shall safeguard the Product and this Agreement accordingly. Each party agrees to hold the other party’s confidential information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties (except by Client to its employees who have a need to know such confidential information while providing services to Client), or to use such information for any purposes other than the trial covered by this Agreement. Each party shall also advise each of its employees who may be exposed to such proprietary and confidential information of their obligations to keep such information confidential. The parties agree to return all confidential information that has been received from the other party including all copies made thereof, promptly upon request by the disclosing party.
4. THE PRODUCT LICENSED HEREUNDER IS PROVIDED "AS-IS", AND NEITHER IHS MARKIT, ITS AFFILIATES NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE TO CLIENT FOR ANY INACCURACIES, ERRORS OR OMISSIONS IN THE PRODUCT. IHS MARKIT MAKES NO WARRANTIES, REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, IN RESPECT OF THIS AGREEMENT, THE PRODUCT OR DOCUMENTATION PROVIDED HEREUNDER; ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. CLIENT AGREES THAT IHS MARKIT SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM OR DAMAGE, TO CLIENT OR ANY THIRD PARTY WHETHER DIRECT OR INDIRECT, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY RELATING TO CLIENT'S USE OR POSSESSION OF OR RELIANCE ON THE PRODUCT INCLUDING, WITHOUT LIMITATION, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
5. Client further acknowledges that certain data and information available through the Product may have been provided to IHS Markit by third party providers. In such case, the use and availability of such data and information is subject to arrangements between IHS Markit and such third party providers, and any limitations and restrictions that may be displayed or contained on the Product. In addition, Client acknowledges and agrees that, to the extent required under its agreements with third party providers, IHS Markit may provide such third parties providers with the identity of the Client.
6. Client may not assign any of its rights or delegate any of its obligations hereunder and any attempted assignment shall be null and void. This Agreement 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. This Agreement and its performance shall be construed and enforced in accordance with the laws of the Province of Alberta without regard to principles of conflicts of law. Parties hereby submit to the exclusive jurisdiction of Alberta courts.
7. If Client breaches any of its obligations under this Agreement the Product licenses granted herein are immediately revoked and IHS Markit shall have the right, in addition to any and all other remedies it may have hereunder, at law or in equity, in its own discretion (i) to terminate this Agreement immediately upon notice to Client; (ii) to claim the reasonable value of unauthorized use of the Product from the Client; and (iii) to be indemnified by the Client against any cost, loss or damage suffered by IHS Markit including IHS Markit’ attorneys’ fees as a result of the said breach or non-compliance.
8. 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 Anti-Bribery Act; and (ii) they will not perform, offer, give and 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.
9. The Product provided hereunder: (a) was developed at private expense and is in all respects the proprietary information of IHS Markit; (b) was not developed with government funds; (c) is a trade secret of IHS Markit for all purposes of the Freedom of Information Act and any provincial, State, federal or other government access to information legislation; and (d) is a commercial item and thus, duplication or disclosure of the Product is subject to the restrictions set forth by IHS Markit. Any Product used by, for, or on behalf of the U.S. Government is provided with LIMITED RIGHTS as per IHS Markit standard terms applicable to the Product at the time of trial.
10. Export laws and regulations of the United States and other relevant local export laws apply to the Product provided hereunder and 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 Product without the prior express written permission of IHS Markit.

**Special Terms & Conditions**