

Services Terms And Conditions

By accessing the Deliverables, Client accepts and agrees to be bound by these terms and conditions.

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 Services Terms and Conditions, the incorporated Exhibit, and the applicable SOWs.

1.3 "Client Information" means any confidential or proprietary information or data provided by Client to Licensor to enable Licensor to perform its obligations under the Agreement.

1.4 "Confidential Information" means: (a) Licensor 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 "Deliverables" means the results of Services performed by Licensor for Client under a SOW.

1.7 "Exhibit" means the Exhibit which contains the terms or conditions specific to the Services.

1.8 "Expenses" means the reasonable and documented expenses incurred by Licensor to provide Services to Client, including hotel, meal, and travel costs.

1.9 "Fees" means the money owed to Licensor for Services provided in the SOW. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Client. All Taxes imposed by any Governmental Authority on any amount payable by Client under this Agreement, other than Taxes levied on the net income of Licensor, shall be borne by the Client. In the event that Licensor is required to pay or collect any such Taxes, or Client is required to withhold such Taxes, then the amount payable by Client hereunder shall be increased by the amount of such Taxes and paid by Client in addition to the Fees.

1.10 "Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government.

1.11 "Licensor Property" means: (a) the business process, management and analytics technologies of Licensor, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, processes, tools, trade secrets, and except as otherwise provided in a SOW, Deliverables, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.12 "Services" means the work performed by Licensor for Client under a SOW.

1.13 "SOW" means the written Statement of Work, executed by both Parties, describing the Services, Deliverables, Fees, Expenses, estimated completion dates, or milestones and any special terms or conditions.

1.14 "Taxes" means any tax or assessment of any kind, including but not limited to sales, use, services, license, income, franchise, business, occupation, property, excise, gross receipts, turnover, value added tax, goods and services tax, stamp, withholding tax, consumption taxes, service tax, equalization levy and customs duties or fees and any fines, penalties, surcharges, interest or additions-to-tax attaching thereto. Client must submit applicable documentation to receive tax exempt status.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 Licensor will invoice Client for all Fees and Expenses due under any SOW, and Client will pay the Fees and Expenses in the currency specified in the SOW. Except as otherwise stated in this Agreement, Fees for Services are nonrefundable.

2.2 Client will pay Licensor the Fees and Expenses set forth in an SOW within 30 days from date of an invoice issued to Client by Licensor. Licensor may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, and/or (b) suspend or discontinue the provision of Services if payment is not received when due. Client has no right of set-off.

2.3 Delivery for Services is deemed to occur when Services (or each Service milestone, as applicable) are completed in accordance with the SOW.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 Licensor or its third party providers owns all Licensor Property, and

Client owns all Client Information. Client may provide suggestions/feedback which Licensor 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 SOW, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement, SOW, as applicable.

5. INDEMNIFICATION.

5.1 By Licensor.

5.1.1 Except as otherwise specifically set forth in an SOW, Licensor 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 Deliverables infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of provision of Deliverables under a SOW ("Infringement Claim").

5.1.2 Licensor will have no liability under this Section 5.1 for any Infringement Claim arising from: (a) failure to use Deliverables in accordance with the Agreement, (b) the modification of a Deliverable not specifically authorized in writing by Licensor; (c) the combination of a Deliverable with any third party software, equipment, or information not specified in the Documentation; or (d) compliance with designs, plans, or specifications furnished by or on behalf of the Client.

5.1.3 If Deliverables are held or are believed by Licensor to infringe, Licensor may choose, at its sole expense, (a) to modify the Deliverables so that they are non-infringing; (b) to replace the or Deliverables with non-infringing Deliverables that are functionally equivalent; (c) to obtain a license for Client to continue to use the Deliverables; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the SOW for the infringing Deliverables and refund Fees paid for such infringing Deliverables; (i) in case of provision of Deliverables, prorated from the date of the Infringement Claim. This Section 5.1.3 states the entire liability of Licensor and Client's sole and exclusive remedy for any infringement of third party proprietary rights of any kind.

5.2 By Client.

5.2.1 Except as otherwise specifically set forth in a SOW, Client will indemnify, defend and hold harmless Licensor for any damages (and related attorney's fees) awarded by a court in favor of any third party alleging that Client Information used by Licensor 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 Licensor to infringe, Licensor 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.

5.2.2 Client will indemnify, defend and hold Licensor harmless for any third party claims arising from the Client's decision to share the Deliverables or any report, findings, or conclusions contained in or derived from Deliverables, with any third party(s).

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.

Services Terms And Conditions

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 Licensor, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, 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 SERVICES, OR DELIVERABLES, 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 Licensor, 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 case of the Services, the Fees paid by Client for the defective Services 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 completion date of Services will be set forth in the applicable SOW. This Agreement shall apply for the term of the SOW. If the SOW is terminated prior to completion of Services, this Agreement shall also be terminated.

7.2 Either Party may terminate this Agreement, or licenses granted under an SOW if: (a) 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 (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 60 days, or the other Party is adjudged bankrupt.

7.3 Termination for Convenience. Except as otherwise provided in a SOW, Client will have the right to terminate a portion or all of a Fixed Fee SOW without cause by giving 30 days prior written notice to Licensor. Such termination will be effective upon receipt of the notice by Licensor or such later date as may be set forth in the notice. Client will pay the Fees and approved Expenses earned through the date of termination plus reasonable charges incurred because of the termination and subject to Licensor's submission of correct invoices. Payments are due as otherwise set forth in this Agreement.

7.4 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for unaffected Services. Upon the termination of this Agreement, or any SOW; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

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

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 Deliverables provided by Licensor under this Agreement. Failure to comply with all applicable anti-corruption or export control laws will be deemed a material breach of the Agreement.

9. U.S. GOVERNMENT USE.

The following is a notice to Client as well as to any potential third party recipients of the Deliverables: Deliverables provided hereunder: (a) were developed at private expense and are Licensor proprietary information; (b) were not developed with government funds; (c) are an Licensor trade

secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Deliverables used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Deliverables used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202- 1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Licensor.

10. MISCELLANEOUS.

10.1 General. These terms and conditions together with the applicable SOW set 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 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 Licensor, which consent will not be unreasonably conditioned, withheld, or delayed. Licensor may subcontract any or all of its obligations under this Agreement to subcontractors of its choosing. Licensor will remain responsible for performing all obligations of any SOW. Client agrees that Licensor affiliates are not deemed subcontractors for purposes of this section. This Agreement is binding on the Parties, their successors, and assigns. This Agreement and all claims and defenses arising from it shall be governed by, construed and take effect in accordance with: (i) the laws of the State of New York and the parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the Borough of Manhattan, New York City for the purposes of adjudicating any matter arising from or in connection with this Agreement, if the Client is located within the United States or Mexico; (ii) the laws of Japan and shall be subject to the exclusive jurisdiction of the Tokyo district court, if the Client is located in Japan; (iii) the laws of the Republic of India and the parties submit to the exclusive jurisdiction of the courts of Mumbai, if the Client is located in India; (iv) the laws of Brazil, and the parties submit to the exclusive jurisdiction of courts of the State of São Paulo, Brazil if the Client is located in Brazil; and (v) the laws of England and Wales and the parties submit to the exclusive jurisdiction of the competent courts in London, England, if the Client is located outside any of the territories listed in (i) to (iv) above. 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. 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 SOW. Any legal notices must also be copied to "Attention: Licensor Legal Department, General Counsel." 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. 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. Licensor may use Client's name and logo in compiling a list of Licensor's Clients. Any additional publicity concerning a Party will require

Services Terms And Conditions

the other Party's prior written consent.

10.3 Execution. Each person executing the SOW 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 SOW. Each Party consents to the other Party's use of electronic signatures for the applicable SOW. 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.

EXHIBIT FOR SERVICES

1. DEFINITIONS.

1.1 "Fixed Fee" means an amount specified in a SOW that is fixed and not dependent on the time spent or costs incurred by Licensor in performing the Services.

1.2 "Time-Based Fee" means an amount per hour, day or month specified in a SOW that is based on the time Licensor spends performing Services.

1.3 "Unit-Based Fee" means an amount specified in a SOW for each or a defined number of report(s) or datasheet(s) or any other kind of Deliverables as supplied by Licensor in performing the Services.

1.4 "Retainer Fee" means Fees prepaid by Client for Services. If Client has paid a Retainer Fee, Licensor will deduct from that Retainer Fee any Fees owed for any Fixed, Time-Based, or Unit-Based Services.

1.5 "Internal Use" means that employees may use the Deliverables only for Client's internal business purposes. Except as otherwise specified on an SOW, Deliverables are not licensed for external use.

2. LICENSE.

2.1 Subject to the terms and conditions of the Agreement, Licensor hereby grants to Client, and Client hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in section 7 of the Agreement). Client may use any Deliverables that contain Licensor Property and that are set forth in a SOW for its Internal Use only.

2.2 External Use. Client may only refer to or distribute the Deliverables externally upon Licensor's prior written approval. Unless permitted pursuant to the preceding sentence, Client will not sell, lease, transfer, sublicense, or otherwise make available, or permit access to the Deliverables or any portion thereof to any third party.

2.3 Except as otherwise provided in a SOW, Licensor does not perform work-made-for-hire, and Client does not receive any ownership rights in the Deliverables resulting from Services performed by Licensor. Client Information remains the intellectual property of the Client.

3. WARRANTIES.

3.1 Licensor Warranty. Licensor warrants that Services provided by Licensor under this Exhibit will be performed with reasonable skill and care by competent and trained personnel. The content of any Deliverables is provided "AS IS." Client's sole and exclusive remedy and Licensor's sole obligation for breach of this warranty is for Licensor to use commercially reasonable efforts to correct materially defective Services at no additional charge to Client; provided that Client gives Licensor specific written notice of the materially defective Services within 30 days after the Services are performed.

3.2 Disclaimer. Other than the express warranties set forth in this Exhibit, Licensor 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 SERVICE(S).

4. CLIENT OBLIGATIONS.

4.1 Client will cooperate with Licensor in providing prompt and timely information, notices, and feedback.

4.2 Client acknowledges that the ability of Licensor to perform Services in the timeframe set forth in any SOW is contingent upon Client's provision to Licensor of timely Client Information. Licensor's time of performance will be increased, day-for-day to match any delay caused by: (a) failure by Client to submit Client Information by the dates set forth in the SOW; (b) a special request by Client or any governmental agency authorized to regulate or supervise Client that impacts Licensor performance; or (c) Client's failure to provide access to any of its facilities as called for by any SOW. Licensor will promptly notify Client of the estimated impact on its performance, if any, as a result of an event described in Sections (a) through (c) above.

4.3 Changes to a SOW. If Client wants to change a SOW, Client will put such change request in writing. Licensor will respond within 10 days as to whether it can perform the requested changes, and will note any additional Fees, and time necessary to accomplish such changes. Licensor may, upon 5 business days' written notice to the Client, request changes to the SOW.

5. ENGAGEMENT OF SPEAKERS. Where Client engages Licensor employees for Services to be performed at either Client locations or a third party location, Client agrees to provide all necessary stage accessories and properties including microphones and amplification system in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place the Service is to be performed. Client may not broadcast, videotape, audiotape or otherwise record or reproduce all or any portion of the presentation including any associated materials that are handed out or provided as a part of the presentation, by any means for any purpose without prior written permission from Licensor.