

WHEREAS, ISI Emerging Markets (ISI), a company with its office at [Text deleted] and/or its third-party suppliers own all proprietary rights to and interests in the CEIC databases and Software;

WHEREAS, the above Subscriber desires to subscribe to the database service specified in this Agreement.

IT IS AGREED AS FOLLOWS:

### **1. Definitions**

In this Agreement unless the context otherwise requires, the following expressions have the following meanings:

- a. "Database" means the CEIC Database(s) and shall include all updates of the CEIC Database(s).
- b. "Software" means the computer program and all updates to the computer program provided to Client in connection with CEIC Database Service.
- c. "Information" means any data directly downloaded from the Database
- d. "Service" means the Database, Software, documentations and related services provided by ISI to Client pursuant to this Agreement.
- e. "Client" means Subscriber and its affiliates.

### **2. Proprietary Rights**

- a. The Database and the copyright and other proprietary rights in the Database and Software and related documentations shall remain the sole and exclusive property of ISI and/or its third-party suppliers.
- b. Subscriber acknowledges and recognizes that the Database and Software were compiled, prepared and arranged by ISI and/or its third-party suppliers through the application of methods, formats, processes and procedures developed by, and constitute valuable intellectual property and trade secrets of ISI and/or its third-party suppliers. Subscriber agrees to protect the copyright and/or any other proprietary rights of ISI in the Database and Software during, as well as after, the term of this Agreement.

### **3. License and Use Limitations**

- a. ISI hereby grants to Client a non-exclusive and non-transferable limited license to access and use the Service within its own organization's secure network only for so long as this Agreement is in effect, subject to the terms and conditions set forth herein.
- b. Use of the Database information shall be for Client's internal educational and research purposes. Authorized Users are defined as persons affiliated with UC San Diego, including full and part time employees (including faculty, staff, and independent contractors) and students of the Subscriber and the institution of which it is a part, regardless of the physical location of such persons, as well as patrons not affiliated with the Subscriber who are physically present at the Subscriber's site(s) ("walk-ins"). Authorized Users may download or copy information from the Database for customization, manipulation and publications (on a no-fee basis). Information downloaded or copied from the Database shall be for internal use within Client's organization and, with respect to limited portions of the information, for research, analysis, publication and presentation purposes.
- c. Except as provided in 3-b above, Client shall not, rent, transfer, publish, duplicate or in any way distribute the Database information or allow third party's access to the Database and/or Software.
- d. Subscriber will use reasonable efforts to ensure that all publications containing CEIC Database information shall be accompanied by an appropriate reference to CEIC Data Company Limited and any other sources if stated.
- e. Client shall not attempt and shall direct its Authorized Users not to attempt to substantially copy, modify or duplicate the Software or Database. Client shall take all reasonable precautions to safeguard the service and to prevent any unauthorized access hereto.
- f. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of the United States and international copyright laws.

#### **4. Term**

- a. The initial subscription term for the Service licensed to Subscriber shall be as set forth hereto. Each subscription term shall be automatically renewed; provided, however, that either party may terminate this Agreement with respect to any of the licenses by giving the other party written notice at least thirty (30) days prior to the expiration of the applicable initial term or any successive renewal term. In case ISI wishes to change the renewal terms, it will inform subscriber of the new renewal terms at least sixty (60) days prior to expiration. All terms and conditions of this Agreement shall remain in full force and effect as long as the subscription term for any of the licenses is in effect.
- b. ISI shall have the right to discontinue the availability to Client of any portion of the Service as a result of a general discontinuation by ISI of the Service or any portion thereof; in such case ISI shall give no less than 30 days advance written notice and make an appropriate pro rata refund of any prepayments to Subscriber.

## **5. Updates and Future Changes**

- a. ISI will make available to the Client all updates to the Database using E-mail on daily basis.
- b. ISI may from time to time and in its sole discretion change the content or format of the Database and Software and the media of delivery in accordance with general changes made to its standard product offering; in such case ISI shall give reasonable advance written notice to Subscriber.

## **6. Charges and Payment**

- a. The subscription fee to the Service shall be as indicated hereto. ISI shall have the right to change any such subscription fee for a subsequent subscription term by giving sixty (60) days written notice to Subscriber prior to the end of the subscription term then in effect for such Service.
- b. ISI will bill the Subscriber quarterly in advance and Subscriber agrees to pay such invoice within thirty (30) days after receipt. A late payment charge of 1% per month, of the amount due can be imposed on the Subscriber if Subscriber has not paid any amount due within ten (10) days of its receipt of a written notice of late payment sent by ISI.
- c. The subscription fee shall be paid free and clear of and without any deduction or withholding of any nature (such as sales, excise, ad value added, privilege, government charges or taxes, however designated) now or hereafter imposed by any national or local government or taxing authority. In the event of the subscriber being required by law to make any such deduction or withholding, then the subscription fee payable shall be so grossed up so that after such deduction or withholding the amount paid shall not be less than the subscription fee provided for under this Agreement.

## **7. Warranties and Disclaimers**

- a. ISI represents and warrants that it has and will have all rights and permissions necessary to provide the Service to the Client and that the Client's use of the Service will not infringe or violate any patent, license or other property or proprietary right of any third party. The information contained in the Database is obtained from sources considered to be reliable and ISI will use its best endeavours to correct significant errors in the Database, but ISI and its third-party suppliers shall have no liability whatsoever for errors, omissions, timeliness, accuracy or completeness with respect to the Database or its delivery, regardless of the causes. No employee, agent or purported agent of ISI is authorized to make any warranty, representation or guarantee to the contrary of the foregoing, and any such purported warranty, representation or guarantee shall not be relied upon as having been given by ISI.
- b. Neither ISI nor any third party suppliers of Data or Software to ISI make any warranty, as of merchantability or fitness for a particular purpose or use of the Database, Software or Service. ISI shall not be liable to Client for any loss or damage whatsoever or howsoever

caused or arising directly or indirectly in connection with this Agreement other than as imposed by law.

c. The cumulative liability of ISI and its third-party suppliers to Client under this Agreement for damages, regardless of the severity of the damage and regardless of the form of the action, shall not exceed the most recent twelve (12) months subscription fee paid.

d. Neither party shall be liable to the other for any delay or default resulting from FORCE MAJEURE, which shall be deemed to include any circumstances beyond the reasonable control of the party affected. Notwithstanding the foregoing, if ISI fails to provide the Services for more than thirty (30) consecutive days, Subscriber may immediately terminate this Agreement.

## **8. Termination**

a. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party for material breach of any terms of this Agreement, unless the other party remedies or corrects the breach within such notice period.

b. Either party may terminate this Agreement upon thirty (30) days prior written notice if any proceedings in winding up, receivership, or insolvency shall be commenced by or against the other party or its property or assets, or a trustee, receiver, or liquidator shall be appointed for the other party or a substantial part of its assets, or if the other party shall become insolvent, or shall cease paying its obligations as they mature or makes any assignment for the benefit of its creditors.

c. Upon termination of this Agreement by either party for any reason, Client shall immediately cease any and all use of the Service. Termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or continuance in force of any provision hereof which is expressly or impliedly intended to come into force on or after such termination.

e. In the event that Subscriber terminates this Agreement pursuant to Section 7(d) or this Section 8, ISI shall make a pro rata refund to Subscriber of any unearned fees that have been prepaid for any unused period.

## **9. <This section intentionally deleted.>**

**10. General**

- a. This Agreement, is the complete and exclusive statement of the agreement between the parties with respect to its subject matter and supersedes any prior agreement, oral or written communications or representations.
- b. Neither this Agreement nor any rights or duties hereunder may be assigned or otherwise transferred by ISI nor may Subscriber without the prior written consent of the other party, except that Subscriber freely assign this Agreement to an affiliate at any time.
- c. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto.
- d. This Agreement may be executed in counterparts by facsimile transmission. If this Agreement is executed by facsimile transmission, the facsimile signatures of the parties shall evidence and represent the binding obligation of the parties to be bound by the terms of this Agreement.
- e. ISI shall not advertise, publicly announce or otherwise state that it is providing services to Subscriber or its affiliates, and this shall continue in force notwithstanding the termination of this Agreement. Without limiting the foregoing, ISI will not use Subscriber's name or the names of any of its affiliates in any advertising or promotional materials, including but not limited to, ISI's published list of clients, its website displays and other marketing materials.

In witness whereof, the parties acknowledge that this Schedule shall be an integral part of the Subscription Agreement among the parties hereto to which it is attached.

Please Initial:

Subscriber: \_\_\_\_\_

Provider: \_\_\_\_\_