

## EViews COMMERCIAL AND GOVERNMENT VOLUME LICENSE PROGRAM

This AGREEMENT ("Agreement") is entered into effective as ("Effective Date") by and between ("Licensee") and IHS Global Inc. ("Licensor"), with respect to the following recitals:

A. Licensor owns or controls the rights to that certain software product known as EViews, including the algorithms and content contained therein, and all ancillary and related materials and documentation ("EViews" or the "EViews Software").

B. Licensee desires to license the EViews Software for its internal use, on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### 1. LICENSE GRANT AND RESTRICTIONS

a. Conditioned upon Licensee's compliance with the terms and conditions hereof, Licensor hereby grants to Licensee a non-exclusive, non-transferable, revocable, limited license, without right to sublicense, for the term of this Agreement to use the EViews Software as intended by Licensor for Licensee's internal business purposes only, subject to the terms and conditions in this Agreement, including without limitation, the seat licenses set forth herein.

b. The EViews Software is licensed, not sold, to the Licensee. The EViews Software shall be licensed in object code only. Licensee may not copy (except to make a reasonable number of copies solely for backup or archival purposes), distribute, sublicense, commercialize or otherwise exploit the EViews Software. Licensee may not remove any copyright notice, trademark, or service mark from the EViews Software. Licensee may not translate, disassemble, decompile, reverse engineer, modify, or create derivative works from or of the EViews Software. Licensee may not use the EViews Software to support, enhance or maintain any third party's use of the EViews Software. The EViews Software may not be used in an "ASP," hosted or service bureau model for the benefit of third parties. Licensee may not export or re-export the EViews Software. Licensee acknowledges that the EViews Software contains trade secrets, and accordingly, Licensee will preserve the confidentiality of the EViews Software with at least the same degree of care with which Licensee protects its own most confidential information.

c. The EViews Software (including all modifications thereto or derivative works prepared therefrom, whether authorized or not) and all intellectual property rights in any of

the foregoing are and shall remain the sole and exclusive property of Licensor or its licensors, as applicable. No ownership, interest or title to the EViews Software, or any intellectual property rights therein, is transferred to Licensee under this License. All right, title and interest in the EViews Software remains the sole and exclusive property of Licensor.

### 2. SEAT AND CONCURRENT LICENSES

a. The EViews Volume License Program allows for both SEAT and CONCURRENT USE licensing as determined between the parties at the time of purchase. With SEAT licensing EViews is licensed for use on specific computers. An EViews access license (Seat License) is required for each computer or "seat" that will run the EViews software. With CONCURRENT USE licensing there are no restrictions on which computers can run the EViews software, but the number of simultaneous instances of EViews in use is limited to the number of Concurrent Use Licenses licensed to Licensee. The SEAT and CONCURRENT USE licensing programs are described in more detail in Section 3 below.

b. Regardless of which type of licensing is selected, this Agreement is limited to the entity identified as the Licensee above. The Licensee for an EViews Volume License may be a single company or government agency, or a smaller budgetary unit within a single company or government agency. Multiple companies, government agencies or units may not share a single Volume License.

c. Computers allowed to run EViews under Volume Licenses include any computer at one of the physical locations of Licensee's organization. This includes network clients running shared copies of the EViews software and standalone computers on which the software has been installed. In addition, computers at the homes of permanent employees of Licensee, and laptop computers used by employees traveling on Licensee business, qualify for use under the Volume License Program. All such uses are subject to the limitations identified on Exhibit A. Licensee shall be responsible for complying and procuring that each user complies with this Agreement, regardless of where the computers running EViews are located. No other computers are qualified to run EViews under an EViews Volume License. These terms explicitly exclude off-site use of EViews by consultants, contractors, temporary employees and other non-employee personnel of Licensee.

### 3. RESTRICTIONS ON USE AND MANAGEMENT OF LICENSES

a. Under both SEAT and CONCURRENT USE licensing

the EViews Software can be run either directly from a network server, or installed locally on a client machine. In both cases, the EViews Software can be installed on an unlimited number of network servers and client machines without regard to the type or number of licenses granted to Licensee. Among other things, this allows EViews to be part of a standard software suite that is replicated across all machines at Licensee's site.

b. However, installation of EViews will not in and of itself allow the software to operate. When launched, the EViews software must first validate its license before it will actually run. This validation process differs significantly between SEAT and CONCURRENT USE licensing.

c. Under SEAT licensing, individual computers are given machine specific license validation information through a simple process of registration with Licensor (see Managing SEAT Licenses below). When the EViews program is launched, either from a network file server or from locally installed program files, EViews uses information from the machine on which it is running to confirm that it has been registered.

d. Under CONCURRENT USE licensing, license information is centralized on a single Windows machine running a separate piece of software called the "EViews License Manager" (see Managing CONCURRENT USE Licenses below). No machine specific registration is required for computers running EViews. The EViews software may be installed on and run from any number of servers or client machines with either LAN or VPN access to the computer running the EViews License Manager software.

e. Both SEAT and CONCURRENT USE licensing are appropriate when EViews is run directly from program files installed on the client machine, or from program files delivered across a network via a network file server. To run EViews remotely via Windows Terminal Server or Citrix Presentation Server requires CONCURRENT USE licensing. Computers without access to EViews License Manager, for example disconnected laptops, require SEAT licensing.

f. The EViews Volume License Program allows organizations to combine SEAT and CONCURRENT USE licensing. For example, a license might specify ten Seat Licenses for laptops or dedicated workstations and another five Concurrent Use Licenses for a large number of support personnel who use EViews infrequently. The advantage of CONCURRENT USE licensing is its flexibility in reallocating use of EViews across users and machines and the fact that fewer licenses are required to support occasional EViews users. The advantage of SEAT licensing is that it is cheaper on a per license

basis and that it does not require network access to the EViews License Manager.

g. Managing SEAT Licenses

i) Installation of the EViews software under SEAT licensing is a two-step procedure. First, the program files must be installed, either on the individual workstations that will run EViews or on a network server.

ii) The EViews installer may be used to place EViews program and support files on any stand-alone computers or network servers belonging to Licensee or its employees. The organization need not be concerned about the number of machines on which the EViews program files are installed, or the number of computers with access to a network copy of the program. Among other things, this allows EViews to be part of a standard software suite that is replicated across all machines at Licensee's site.

iii) Merely installing the EViews program files on a computer will allow the EViews program to run for a 30-day trial period. The second step in EViews installation under SEAT licensing is software registration. EViews registration is the process of assigning a serial number to a specific machine and sending a unique machine ID to Licensor. This is a simple operation that can easily be performed by end users. Once registered on a machine, EViews will run indefinitely.

iv) In addition to the File Installer, the licensee organization will receive a list of unique serial numbers corresponding to the number of seats it has licensed. Each machine to be designated as an EViews seat must be assigned a serial number and registered. The first time EViews is run on a new machine, the user will be prompted to register the machine, either immediately or within the next 30 days. This prompt will appear, whether EViews is installed on the local machine or is running from a network server. If the computer has an internet connection, the user can enter the serial number, click on one button and EViews will automatically register the machine with Licensor. Alternatively, the machine may be registered manually by telephone, by web browser from any computer, or by email.

v) Once registered, the EViews software may be uninstalled and reinstalled, updated, or moved (for example, from network server to local machine) without reregistering the machine. If a machine's hard disk is wiped clean or replaced, the machine will require re-registration, but it will be recognized by Licensor as a machine already assigned a Seat License. During the period of technical support provided under the EViews Volume License (see Software Support below), a simple

procedure is also provided for moving the Seat Licenses (serial number and registration) from one computer to another.

h. Managing CONCURRENT USE Licenses.

i) CONCURRENT USE licenses allow EViews to be shared across all computers within a single network (LAN or VPN). This form of licensing is the only form of licensing that includes support for running EViews remotely using application servers such as Windows Terminal Server or Citrix Presentation Server.

ii) CONCURRENT USE licensing requires the use of the EViews License Manager software. EViews License Manager is a separate program that is run as a Windows Service on a computer that is accessible to all machines that will run EViews. The primary job of EViews License Manager is to limit the number of concurrent uses of EViews to the number licensed by Licensee. When a copy of EViews is launched, it connects to the designated license server machine and requests a CONCURRENT USE license. EViews License Manager counts the number of EViews sessions that are already running, and only allows the new session to begin if sufficient licenses are available.

iii) Since concurrent use of EViews requires continuous network access to the EViews License Manager, the License Manager will typically be installed on a network server that is running 24 hours a day. The License Manager program requires few resources, so any computer running Windows 2000, Windows XP, or later should be capable of running the license manager software.

iv) Under CONCURRENT USE licensing, there is considerable flexibility in the location of the EViews program files. The EViews program files may be installed on one or more network servers and/or on individual client machines. The only limitation is that each machine that will run EViews must be able to establish a network connection to the machine running EViews License Manager. Once the EViews License Manager is installed, EViews can be executed directly on the client machines, or executed remotely using application servers such as Windows Terminal Server or Citrix Presentation Server.

v) Each CONCURRENT USE License may be installed on only a single server running EViews License Manager; software activation with Licensor locks the license to a specific machine. If it becomes necessary to move a license to a new machine, it will require contacting Licensor technical support during the Support period. However, procedures that do not require the assistance of Licensor are available for short term installation on a backup machine in the case of hardware failure or routine maintenance.

4. PRICING

a. Licensee shall pay to Licensor the applicable license fees set forth on Exhibit B ("License Fees") within net 30 days after the date of the relevant invoice. All License Fees specified in this Agreement are exclusive of and Licensee is solely responsible for payment of all value-added, sales, use, import, duties, customs or other taxes applicable to the providing of products under this Agreement, except for any taxes assessed upon the income of Licensor. To receive tax exempt status, Licensee must submit applicable documentation proving tax-exempt status to Licensor prior to Licensor issuing the first invoice. Licensee must pay the said taxes invoiced prior to receipt by Licensor of such documentation. The License Fees reflect the overall number of "Units" licensed, where each Seat License requires one (1) Unit, and each Concurrent Use License requires two (2) Units. The allocation of Licensee's Units are set forth on Exhibit A. Once specified, the allocation of Units between Seat and Concurrent Use licenses is fixed and may not be changed without Licensor's consent and the payment of additional fees. The cost per Unit is set forth on Exhibit B.

b. Fees not paid within said thirty (30) days shall incur interest at the rate of one percent (1%) per month, and such non-payment shall be deemed a material breach of this Agreement. License Fees do not include any ongoing maintenance or support. License Fees are subject to change at any time, without notice. Licensee has no right of set-off.

5. SOFTWARE SUPPORT

a. Licensor provides organizations three types of support for the EViews Software ("Support"). First, technical assistance is provided as needed for the installation and use of the EViews Software. Second, software revisions and updates are provided at no additional charge during the term of Support. Finally, Support provides Licensee with purchasing rights and license expansion rights. All three aspects of Support are only available during periods in which Support has been purchased and paid for by Licensee. Initial license fee includes one (1) year Support commencing on the Effective date of this Agreement. Subject to payment of applicable Support fees, the term of Support may be extended through annual renewals, as set forth below. Support provided is limited to the current release version of the EViews Software.

b. Technical Assistance

i) Technical assistance in the use and installation of EViews is provided as part of Support under the EViews Volume License. Technical support, by phone, e-mail, or written

correspondence, will be provided by Licensor to registered contact people during the Support term of the Volume License. Technical assistance includes support for moving Seat Licenses between computers as they are replaced or when Licensee desires to reassign EViews licenses to different end users. Similarly, it includes support for changing the host computer for the EViews License Manager software.

ii) Technical assistance will be provided to a maximum of three individuals designated by Licensee as contact persons and identified to Licensor on Exhibit A. Any other individuals seeking technical assistance directly from Licensor will be directed to one of Licensee's contact people. Technical assistance is only provided during Licensor's normal Support hours: 8:00AM through 5:00PM Pacific Time, Monday-Friday.

iii) Technical assistance refers only to providing support for the operation of the EViews software and does not extend to general problem solving and modeling issues, or econometrics and statistical theory.

#### c. Software Updates

i) Licensor regularly updates the EViews Software. Updates fall into two categories: minor "within version" updates and major version changes. Minor updates are posted at Licensor's web site: [www.eviews.com](http://www.eviews.com), and can be downloaded by Licensee at any time. Major version updates require that the EViews Software be reinstalled from media containing the new version of EViews.

ii) Licensee shall be entitled at no additional charge to any new major versions of the EViews Software released by Licensor within the term of Licensee's Support.

d. License Expansion and Purchasing Rights. During the term of Support, Licensee may expand its number of Seat or Concurrent Use licenses by paying the marginal cost of the number of additional Units required relative to the number of Units that it currently licenses; provided that Licensee may not re-allocate previously licensed Units.

#### 6. TERM AND TERMINATION

a. Use of the EViews Software is subject only to the payment of a one-time license fee with respect to the Units licensed and is subject to Licensee's ongoing compliance with the terms and conditions of this Agreement, subject to subsection (f) below.

b. Support shall expire one year from the date of

purchase of the Volume License. After this expiration date Licensor will not be under any obligation to support EViews Software already licensed under the EViews Volume License. Licensor reserves the right to discontinue future sales and renewals of Support. Otherwise, Licensee may extend the term of Support provided under this Agreement beyond the Support expiration date by paying a renewal fee. Each renewal extends Licensee's rights to Support for an additional one (1) year. Licensor reserves the right to set renewal fees (and all other future prices) at its discretion. Licensor will use commercially reasonable efforts to notify Licensee approximately 30 days prior to the expiration date of its Support. If Licensee does not renew within 60 days after the Support expiration date, renewal rights will lapse and Licensee will have to purchase a new license in order to receive Support.

c. Either Party may terminate this Agreement if: (a) the other Party commits a breach of any material term or condition of this Agreement and does not cure such breach within thirty (30) days of written notice thereof; 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; or the other Party is adjudged bankrupt. Neither party has to right to terminate for cross default. Provided, however, in addition to the above, Licensor shall have the right to immediately terminate this Agreement if Licensee breaches its license grants or restrictions hereunder and to terminate this Agreement by providing not less than

5 days written notice to Licensee if Licensor no longer has the necessary right to license or distribute the EViews Software;

d. Upon termination of this Agreement, all licenses granted herein immediately will terminate. Licensee represents and warrants that upon expiration or other termination of this Agreement, Licensee immediately will (i) discontinue all use of EViews Software(s); (ii) delete or destroy any copies or items relating to EViews Software (including but not limited to data, software, and Documentation) and purge any EViews Software data from all electronic media; and (iii) provide a written certification to Licensor that Licensee has complied with this section. In the event Licensee terminates this Agreement in accordance with the provisions of Section 6(c)(a) above or in the event Licensor no longer has the right to license the EViews Software hereunder, Licensee shall be entitled to a pro-rate refund, as applicable, of any License Fee amounts previously paid hereunder.

e. Sections 1(c), 6(c) and (d), 7(c) and (d), and 8 through 11, and all unpaid payments arising hereunder, shall survive the termination or expiration of this License for any reason.

f. While the EViews Volume License allows use of the software for an indefinite period of time, the method of licensing limits use of EViews to the computers on which it is installed at the time Support expires. With SEAT licensing, EViews is locked to the specific computers on which it is installed. With CONCURRENT USE licensing, the EViews License Manager software is locked to a single computer designated by Licensee. Support includes, but is not limited to, assistance in moving licensed copies of EViews and EViews License Manager between computers. Unless Licensee renews their rights to Support, Licensor will be under no obligation to assist Licensee in keeping EViews running when computers are replaced or upgraded.

#### 7. WARRANTIES AND LIMITATIONS

a. Conditioned upon Licensee's use of the most current version of the EViews Software in accordance with the terms and conditions of this Agreement, and as otherwise set forth in any accompanying documentation, Licensor provides the following warranties:

i) The media on which the EViews Software is provided (but excluding internet downloads) shall be free from material defect for a period of ninety (90) days from the Effective Date.

ii) The EViews Software will function substantially as described in the then-current documentation.

b. If the EViews Software fails to conform to either of the warranties set forth above, Licensor's sole obligation, and Licensee's sole and exclusive remedy, shall be for Licensor to use commercially reasonable efforts to replace the defective media or to provide a fix or upgrade that causes the EViews Software to function in accordance with the warranty. Licensor agrees to use commercially reasonable efforts to remove any known viruses and bugs however Licensor does not warrant that such EViews Software will be free from virus and bugs. Licensee is solely responsible for its use of EViews Software. To enforce this warranty, Licensee must provide Licensor with written notification of any failure of said EViews Software to comply with any material specification as contained in the Documentation within the warranty period set forth above. Licensor must be able to replicate such failure.

c. EXCEPT AS SET FORTH IN SECTION 7(a) ABOVE, THE SOFTWARE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

d. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT. FOR THE PURPOSES HEREOF, CONSEQUENTIAL DAMAGES SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE OF ANY EQUIPMENT OR SOFTWARE, LOST INCOME OR PROFITS, LOSSES SUSTAINED AS THE RESULT OF PERSONAL INJURY OR DEATH, AND LOSS OF OR DAMAGE TO PROPERTY, INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OR APPLICATION OF ANY SOFTWARE OR HARDWARE. Licensor's total aggregate liability in contract, tort, (including negligence) misrepresentation or otherwise, including liability for any damages arising out of or related to this Agreement will not exceed the License Fees paid by Licensee hereunder for the EViews Software that is the subject of the claim;. Licensee acknowledges that the Licensor pricing reflects this allocation of risk, and the limitation of liability specified in this section will apply regardless of whether any limited or exclusive remedy specified in this Agreement fails of its essential purpose.

#### 8. GOVERNMENT LICENSEES

If Licensee is acquiring the EViews Software on behalf of any unit or agency of the United States Government, the following provisions apply: (a) the Government acknowledges Licensor's representation that the EViews Software was developed at private expense and no part of it is in the public domain; and (b) the Government acknowledges Licensor's representation that the EViews Software is "Restricted Computer EViews Software" as that term is defined in Clause 52.227-19 of the Federal Acquisition Regulations ("FAR") and is "Commercial Computer EViews Software" as that term is defined in Subpart 227.471 of the Department of Defense Federal Acquisition Regulation Supplement ("DFARS"). The Government agrees that: (x) if the EViews Software is supplied to the Department of Defense ("DoD"), the EViews Software is classified as "Commercial Computer EViews Software" and the Government is acquiring only "limited rights" in the EViews Software as that term is defined in Clause 252.227- 7013(a)(13) of the DFARS, and (y) if the EViews Software is supplied to any unit or agency of the United States Government other than DoD, the Government's rights in the EViews Software shall be as defined in Clause 52.227-19(c)(2) of the FAR.

#### 9. FOREIGN CORRUPT PRACTICES ACT

Licensee acknowledges that under the laws of the U.S., it is unlawful for LICENSOR, its divisions, subsidiaries and representatives, directly or indirectly, to make any payment or to give anything of value to any foreign official (other than a

foreign official whose duties are essentially administrative or clerical) or to any foreign political party, any official of a foreign political party or any candidate for foreign political office for the purposes of influencing any action or failure to take action on the part of such person in connection with the obtaining, retaining or directing of business to any person or company. Licensee will not make any such payment, directly or indirectly, on behalf of LICENSOR or LICENSOR Affiliates, while this Agreement is in effect.

#### 10. EXPORT CONTROL

The EViews Software provided by LICENSOR under this Agreement may contain technical data (e.g., encryption technology) the export, re-export, transfer or sale of which is controlled by U.S. export control laws. LICENSOR will export the EViews Software as per this Agreement consistent with U.S. law and Licensee agrees that diversion of the EViews Software contrary to U.S. law is prohibited. Licensee acknowledges that other nations' laws may apply to the EViews Software. In particular, several jurisdictions have controls that may apply to EViews Software containing encryption technology.

Licensee must comply with all applicable laws that may impose registration, reporting, licensing, or other requirements on the EViews Software.

#### 11. OTHER TERMS AND CONDITIONS

a. This Agreement shall be governed by and interpreted under the internal laws of the State of New York applicable to agreements made and to be performed wholly within the State of New York. Any disputes or litigation arising from this Agreement shall be heard by a court of competent jurisdiction in the State of New York.

b. Licensee may not assign, transfer, or sublicense this Agreement or the EViews Software, or delegate any of its duties under this License, voluntarily, by action of law, or otherwise, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld. This Agreement shall be binding upon each of the parties, its successors, and permitted assigns.

c. This Agreement may not be modified or amended, nor may any obligation hereunder be waived, except by a written instrument signed by both Licensee and Licensor.

d. Should either party institute any action or proceeding to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or

of any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including attorneys' fees and costs, incurred by the prevailing party in connection with such action or proceeding.

e. If any provision of this Agreement is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions. Without limiting the generality of the preceding sentence, if any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this License, including the limitations of liability and exclusions of damages, shall remain in full force and effect.