

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page
1 of 2

2. AMENDMENT/MODIFICATION NO. 0002
 3. EFFECTIVE DATE 08/10/2009
 4. REQUISITION/PURCHASE REQ. NO. See Lines
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00091
 DOT/Maritime Administration, MAR-380
 1200 New Jersey Ave SE, MAR380 W26-429
 Washington, DC 20590
 7. ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
 Duyen Phan
 Global Insight, Inc.
 1850 M Street, NW, Suite 1100
 Washington, DC 20036

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. GS-10F-0318K / DTMA1F08118

(X) 10B. DATED (SEE ITEM 13) 08/25/2008

CODE * FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Line Item Detail

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52-243-1 Changes-Fixed Price

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification 0002 is hereby incorporated to change the following:

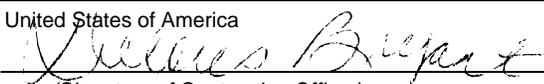
The purpose of this modification is to add additional data services, as follows:

- World Trade Service - data is grouped into 54 individual countries and 16 regions worldwide and covered bilateral trade for 77 commodity groups - \$25,527
 - U.S. Regional Comprehensive Service - Economic coverage of all 50 states and DC, all 361 metro areas (and all 29 metro divisions), and all 3100 plus counties - \$16,743
 - U.S. Economic Executive Service - \$3,000
- These prices are for 8 users. The period of performance has been extend to December 31, 2009.

As a result, this purchase order has been increased by \$45,000, from \$156,000.00 to \$201,000.00.

All other terms and conditions remain unchanged

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delores Bryant
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. United States of America BY  (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 08/10/2009

Line Item Summary	Document Number DTMA1F08118/0002	Title Maritime Policy Study 2008	Page 2 of 2
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Total Funding: \$201,000.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
See Line Item(s)											
Division	Closed FYs	Cancelled Fund									

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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FEDLINK Schedule Contract No. LC09D7023, the Direct Express method may be used

0001	Maritime Policy Study 2008	02/05/2009	0.00		\$0.00	\$0.00
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(08/26/2008 to 12/31/2009)

Change in Performance Period
Maritime Policy Study 2008

See attached Statement of Work

Ref Req No: PR500080019

0002	Additional Funding		1.00	LOT	\$45,000.00	\$45,000.00
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This is a New Line
Additional data services

Funding Information:

- 7009 - 1750HQ - 2009 - IO - PEDO - E - 230 - 0000123 - 20 -
4 26640 - - - 6100 - 6600 - 11 - N96453
45,000.00

Previous Total: \$156,000.00
Modification Total: \$45,000.00
Grand Total: \$201,000.00
(Includes Discounts)

ATTACHMENT 1

SERVICES BEING ACQUIRED FROM IHS GLOBAL INSIGHT UNDER PURCHASE REQUEST

1. WORLD TRADE SERVICE

Global Insight's World Trade Service provides market and business planners in the trade and transportation industries with timely and consistent international trade forecast data to size international markets for traded goods, manage global business opportunities, and conduct strategic planning. Developed by Global Insight to enable users to conduct their own market research, the World Trade Service delivers a unique data set that is consistent with domestic production and apparent consumption. The data is grouped into 54 individual countries and 16 regions worldwide and covers bilateral trade for 77 commodity groups.

Targeting markets, assessing risk, advising on economic development and infrastructure, and conducting product line forecasting and benchmarking are all examples of how Global Insight's World Trade Service helps clients leverage our high-value trade analysis to make more timely, informed, and profitable business decisions.

The World Trade Service allows users to:

- Analyze and compare markets
- Conduct benchmarking, optimization, and rankings
- Uncover risks and opportunities
- Understand the economic interrelationships between different regions, sectors, and countries
- Build a market context for developing and testing competitive strategies.

2. COMPREHENSIVE US REGIONAL SERVICE

Description of Service

Global Insight's U.S. Regional service provides clients with economic coverage of all 50 states & DC, all 361 metro areas (and all 29 metro divisions), and all 3100+ counties. The U.S. Regional group evaluates each state and large metro area's economy in detail with coverage of 300 variables for each state and 75 for each metro area. As part of the Comprehensive Regional Service, clients have access to both our quarterly short-term (5 year) forecast for all states and metros along with our semi-annual long-term forecast for all 3100+ counties. Our U.S. Regional forecasts are all completed in conjunction with Global Insight's U.S. Economic, Industry, and Country Intelligence groups to allow for a comprehensive, rigorous look at trends and developments at the global, national and local level:

- Economic Structure: Relative Costs, Economic Health, Trends
- Industry Profile: Major Employers, Business Environment, Real Estate analysis
- Employment Structure: Worker productivity, Wage and Demographic picture

In addition to superior medium and long-term forecasting, Global Insight's U.S. Regional group provides clients with short-term analysis of key economic and industry developments in each

state or metro we cover to enable clients to stay well informed of changes in each areas business climate. Our short-term analysis includes monthly employment forecast updates at the states level along with analysis of key U.S. data releases and monthly updates of key business trends.

- Detailed written analysis for all states and 100 large metros (see list attached)
- For medium and small MSAs, Global Insight provides both 5 and 30 year forecasts as well as charts and tables that highlight key developments
- For all counties (3100+), Global Insight provides a semi-annually updated 30 year forecast

3. U.S. ECONOMIC EXECUTIVE SERVICE

Description of Service

The U.S. Economic Executive Service provides clients with a concise summary of the U.S. economy and covers our forecast in brief, reviews any changes to the forecast, explains our forecast assumptions, and highlights recent developments and their impact on the overall direction of the economy. This service also provides insightful, detailed analysis of economic data releases, surveys, and Federal Reserve events.

Service Features:

- U.S. Executive Summary: monthly newsletter covering our forecast for the U.S. economy, available through MyInsight, our client-access Web site, and in hard copy:
 - A concise description of our forecast for the U.S. economy and the key factors driving the outlook
 - Commentary on key topical issues in the economic outlook
 - A review of changes to the forecast
 - Our forecast assumptions
 - Highlights of recent developments and their impact on the overall direction of the economy.
 - "Forecast at a Glance," charting the general direction of the forecast, accompanied by summary tables of key economic indicators with a five-year forecast
 - Review of the risks to the forecast, including two alternative scenarios with summary tables.
- Webcasts: Subscribers to our U.S. Economic Executive Services are invited to participate in our quarterly Webcasts.
- World Economic Outlook Conferences: Twice a year, IHS Global Insight hosts our World Economic Outlook Conferences featuring presentations by outside speakers of the highest caliber and IHS Global Insight's own expert economists and specialists. The location for these conferences alternates between the United States and other countries. Clients of our U.S. Macroeconomic Services will receive email communications with further information on these events.

ATTACHMENT 2

IHS GLOBAL INSIGHT SUBSCRIPTION AGREEMENT

Agreement

THIS AGREEMENT is entered into on date of contract or purchase order award (the "Effective Date") by and between IHS Global Insight (USA) Inc., an IHS Inc. company, on behalf of itself, its parents, affiliates and subsidiaries ("IHS"), and Government Agency ("Subscriber"). Collectively referred to as the 'parties'.

WHEREAS, IHS and Subscriber agree that IHS Global Insight (USA) Inc. Subscription Agreement, attached hereto, sets forth the terms and conditions under which IHS will provide the IHS Global Insight Products and services to Subscriber.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The following clauses of IHS Global Insight (USA) Inc. Subscription Agreement shall be amended as indicated below:

Clause 3(a) Service Fees shall be deleted and replaced with the following: "Service Fees are due and payable in accordance with the Prompt Payment Act (FAR 52.212-4(i)). Payments by Electronic Funds Transfer (MAR I-FSS-1998) (GSAR 552.232-70) and Payments By Purchase Card (DEC 1989)(VARIATION I-MAR 1998) (GSAR 552.232-80) are incorporated herein by reference."

Clause 6: Confidential Information - The next to last sentence of Clause 6: Confidential Information shall be deleted in its entirety and replaced with the following: "The recipient of any Confidential Information from the other party hereunder shall not disclose to any third party firm, corporation, individual, or other entity, any Confidential Information which it receives from the disclosing party, except as required under the Freedom of Information Act or disclosure to IHS GLOBAL INSIGHT employees in connection with performing the Services hereunder."

Clause 8(d) Indemnity shall be deleted in its entirety.

Clause 9 Infringement shall be deleted in its entirety.

Clause 10(e) Governing Law shall be deleted in its entirety and replaced with the following: "This Subscription Agreement will be governed and interpreted according to applicable Federal law except in those instances when Federal law does not apply, then the laws of the Commonwealth of Massachusetts shall govern."

Clause 10(g) Entire Agreement shall be modified to read as follows: "This Agreement and the applicable FAR clauses attached hereto constitute the entire agreement between the parties hereto with respect to its subject matter and shall supersede any and all other agreements, written or oral, with respect thereto. The provisions and terms of any purchase order issued by Subscriber in conjunction with this Agreement shall be of no effect and shall not in any way extend or amend the terms and conditions set forth in this Agreement unless expressly accepted in writing by IHS GLOBAL INSIGHT."

2. Subscriber acknowledges that the U.S. Government's rights with respect to the Product(s), data, and any software are 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;

3. The parties agree that the IHS Global Insight (USA) Inc. Subscription Agreement, as amended, governs the Subscriber's use of the Products and Services and such Agreement is incorporated into by reference and attachment therein to Subscriber's government purchase order.

4. Except as otherwise explicitly provided herein, all other terms, conditions and provisions of the Subscription Agreement shall remain in full force and effect.

Subscription Agreement

Subscription Agreement ("Agreement") between IHS GLOBAL INSIGHT (USA) Inc., a Delaware corporation ("IHS GLOBAL INSIGHT"), with offices at 24 Hartwell Avenue, Lexington, MA 02421-3158, and ("Subscriber").

1. Term

The term of this Agreement shall commence on date of contract or purchase order award and extend for 12 months ("Term").

2. Services

(a) Services. The Services to be provided to Subscriber and the method of delivery are identified on pro forma invoice. The specific information included as part of the Services shall be determined by IHS GLOBAL INSIGHT in its sole discretion. Subscriber understands and agrees that IHS GLOBAL INSIGHT may change the format, frequency and/or content of the information to be made available hereunder, provided that IHS GLOBAL INSIGHT shall use commercially reasonable efforts to give Subscriber thirty (30) days advance notice of material changes, other than the discontinuance of third party data.

(b) Additions to Services. Additional Services may be added to the Agreement by the parties mutually executing a new Exhibit in writing which sets forth the additional services to be provided and the applicable charges. For any Service added under this Agreement, the term for the added Service shall be the remaining term of this Agreement, unless otherwise expressly set forth on the Exhibit.

(c) Consulting Services. Except as expressly provided herein, this Agreement does not provide for consulting services, which if desired, must be obtained from IHS GLOBAL INSIGHT pursuant to a separate consulting agreement.

(d) Software. Software programs and related documentation ("the Software") provided hereunder may be included within the Services. In addition to the other terms and conditions hereof, the following shall apply to Software: (i) IHS GLOBAL INSIGHT grants Subscriber a non-exclusive, non-transferable limited license to use the Software on Subscriber's premises in accordance with the related documentation, as may be updated by IHS GLOBAL INSIGHT and provided to Subscriber from time to time. (ii) Title to the Software is and shall remain with IHS GLOBAL INSIGHT and its third party licensors and is not transferred to Subscriber. IHS GLOBAL INSIGHT holds all patent rights, copyrights, trade secrets, and other intellectual property rights in the Software or has the right to use and sublicense the same to Subscriber. Subscriber agrees and understands that it is not permitted to copy, replicate, redistribute or otherwise dispose of the Software without the express permission of IHS GLOBAL INSIGHT and that it shall not reverse compile, disassemble, or otherwise attempt to obtain source code for the Software, nor shall it sell, license, assign, pledge or otherwise transfer any copies to any third party or permit any third party to use the Software; all of which is not allowed. Subscriber agrees that the Software and related materials contain valuable information that is confidential and proprietary to IHS GLOBAL INSIGHT. On any termination of this Agreement, regardless of the

cause, Subscriber shall promptly return all copies of the Software to IHS GLOBAL INSIGHT. (iii) Provided that Subscriber is otherwise in compliance with the terms and conditions of this Agreement, while this Agreement remains in effect and no notices of termination are outstanding, IHS GLOBAL INSIGHT agrees to make available to Subscriber any updates, new releases, or enhancements to the Software on such terms and conditions as IHS GLOBAL INSIGHT may make the same generally commercially available. (iv) Subscriber's sole remedy for any errors in the Software is that IHS GLOBAL INSIGHT will use commercially reasonable efforts to correct such errors.

3. Payments

(a) **Service Fees.** Subscriber agrees to pay IHS GLOBAL INSIGHT for the Services in accordance with the charges set forth on pro forma invoice ("Service Fee"). Unless expressly provided otherwise in this Agreement, Subscriber shall pay all Service Fees annually in advance within thirty (30) days of the date of the invoice therefor. Upon and after the expiration of the initial Term for any Service, IHS GLOBAL INSIGHT may change the amount of the Service Fee for such Service at any time by giving Subscriber at least thirty (30) days prior written notice of the new Service Fee.

(b) **Shipping.** Subscriber shall pay to IHS GLOBAL INSIGHT any shipping charges in connection with this Agreement.

(c) **Taxes.** All fees and prices hereunder are exclusive of any taxes. Subscriber shall be responsible for any federal, state or local sales, use, Canadian Goods and Services, property, VAT, or similar taxes that are or may be imposed on transactions hereunder between IHS GLOBAL INSIGHT and Subscriber, except that IHS GLOBAL INSIGHT is responsible for all taxes on its income.

(d) **Late Payment.** IHS GLOBAL INSIGHT may assess a late charge at an annual rate not exceeding eighteen percent (18%) on all amounts payable under this Agreement which Subscriber has not paid within forty-five (45) days of the date of the IHS GLOBAL INSIGHT invoice therefor. In addition to all other rights provided by this Agreement or otherwise by law or equity, IHS GLOBAL INSIGHT may suspend any or all Services hereunder as long as such amounts remain unpaid.

(e) **Audit.** During the term of this Agreement and for six (6) months after termination, IHS GLOBAL INSIGHT shall have the right, during normal business hours and upon reasonable advance notice to Subscriber, to visit Subscriber's office(s) for the purpose of auditing Subscriber's use of the Services to confirm that such use is in accordance with this Agreement. The costs of such audit shall be borne by IHS GLOBAL INSIGHT unless it determines that it has been underpaid by Subscriber for any twelve-month period by five percent (5%) or more; in such case, the costs of the audit shall be paid by Subscriber.

(f) **Overages.** In the event that the Services are composed of data series, in whole or in part, and Subscriber has a limit on the amount of usage as set forth on pro forma invoice, Subscriber acknowledges and agrees that if at any time during the Term its usage of IHS GLOBAL INSIGHT data has reached such limit, it will thereafter be charged at IHS GLOBAL INSIGHT's then-prevailing standard rates for all subsequent retrievals of IHS GLOBAL INSIGHT data series. In such event, Subscriber will be billed by IHS GLOBAL INSIGHT on a monthly basis, with all amounts payable within thirty (30) days of the date of each invoice. For purposes of this Agreement, "data series" is defined to mean a specific data point or series of data points.

4. Termination

Either party hereto may terminate this Agreement for material breach by giving the other party thirty (30) day's prior written notice; such notice to take effect unless the breaching party cures or corrects within the notice period. Subscriber agrees to pay all charges incurred pursuant to this Agreement during such thirty (30) day period. Upon cancellation of the Services or termination

of the Agreement, the Subscriber shall cease using the Services which are covered by this Agreement and it shall delete or destroy any data series in its possession or control.

5. Ownership and Restrictions on Use

Subscriber agrees and acknowledges that all proprietary rights in the Services, including copyrights, trademarks and service marks are and shall remain in IHS GLOBAL INSIGHT and its third party licensors and are not transferred hereunder. Subscriber is receiving hereunder a non-exclusive, non-transferable, limited license to allow Users to utilize the Services internally in the conduct of Subscriber's normal business affairs and such Services shall not be redistributed, republished or otherwise made available by Subscriber or its Users to any third party. Online or other electronic access to the Services is limited to Subscriber identification codes or passwords and personal identification numbers, as applicable, for the number of Users that are authorized on pro forma invoice. Unless otherwise set forth on pro forma invoice, only five (5) Users may access any or all of the Services under this Agreement. Subscriber shall not directly or indirectly disseminate, circulate, publish, copy, display, or permit access to the Services, usercodes, or passwords to anyone not an employee of Subscriber. Subscriber agrees and understands that such limitation excludes employees of all affiliated organizations other than wholly owned subsidiaries of Subscriber. Subscriber further agrees and understands that it is not permitted to provide access to the Services to any agents or consultants without first obtaining the prior written permission of IHS GLOBAL INSIGHT and without obtaining such consultants' or agents' prior written agreement that the Services (i) shall be maintained in strict confidence; (ii) may not be redisseminated; and (iii) may only be used in connection with work performed on behalf of Subscriber. Subscriber agrees to protect the copyrights, trademarks, services marks and other proprietary rights of IHS GLOBAL INSIGHT in the Services during and after the term of the Agreement, and Subscriber further agrees to honor all reasonable requests by IHS GLOBAL INSIGHT to protect such rights. For purposes of this Agreement, a "User" is defined as an employee, agent or consultant of Subscriber who has the right to access any of the Services, subject to the limitations set forth in this Agreement.

6. Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean information, data and software received by either party from the other party. Notwithstanding the foregoing, information and data shall not be deemed to be Confidential Information if such information or data: (i) was substantially known by the receiving party at the time of such disclosure; (ii) was known to the public at the time of such disclosure or becomes known to the public (other than by act of the receiving party) subsequent to such disclosure; (iii) is disclosed lawfully to the receiving party by a third party; (iv) is developed independently by the receiving party without reference to the Confidential Information; (v) is approved in writing by the disclosing party for disclosure by the receiving party; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prior written notice of such required disclosure. The recipient of any Confidential Information from the other party hereunder shall not disclose to any third party firm, corporation, individual, or other entity, any Confidential Information which it receives from the disclosing party, except that IHS GLOBAL INSIGHT may disclose such Confidential Information to its employees in connection with performing the Services hereunder. The receiving party shall use the same degree of care in safeguarding the Confidential Information as the receiving party uses for its own confidential and proprietary information, but in no event less than reasonable care.

7. Third Party Data Use

(a) Third Party Data. IHS GLOBAL INSIGHT is licensed to distribute certain third party data. Under these license arrangements, IHS GLOBAL INSIGHT is required to make payments to the provider of the data. Unless otherwise noted on pro forma invoice, charges for access to the third party databases listed on pro forma invoice must be specifically negotiated on a case by case basis for each such database. Subscriber expressly agrees and understands that its access to such third party data shall automatically terminate without any liability on the part of IHS GLOBAL INSIGHT or its affiliates on termination of IHS GLOBAL INSIGHT's third party distribution license(s) or in accordance with instructions to IHS GLOBAL INSIGHT by such third party; as used herein, "third party" includes both affiliates and non-affiliates of IHS GLOBAL INSIGHT.

(b) Restrictions and Attribution. Subscriber agrees to comply with any and all restrictions and/or prohibitions imposed by IHS GLOBAL INSIGHT or its third party licensors at any time with regard to (i) the access or utilization of any Services on any multiple user network or (ii) the electronic redistribution in any media of any Services within the Subscriber's organization. Subscriber agrees to include on all print and electronic materials produced by Subscriber that include any third party licensed data, a credit to the source(s) of such data, to the extent that such source is identified in the Services or otherwise identified by IHS GLOBAL INSIGHT; provided, however, that the foregoing shall not be construed to modify the terms of Section 5 of this Agreement.

8. Disclaimer of Warranties; Limitation of Liabilities

(a) Disclaimer. Neither IHS GLOBAL INSIGHT nor its affiliates nor any other party involved in providing components of the Services warrants the accuracy or adequacy thereof, nor shall they have any liability for any errors, omissions, interruptions, delays, or inadequacies therein. NEITHER IHS GLOBAL INSIGHT, ITS AFFILIATES, NOR ANY OF THEIR THIRD PARTY LICENSORS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DATA SERIES, PROVIDED HEREUNDER OR THAT SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DATA SERIES WILL BE ERROR FREE AND THEY MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL IHS GLOBAL INSIGHT, ITS AFFILIATES, OR ANY OF THEIR THIRD PARTY LICENSORS HAVE ANY LIABILITY FOR LOST PROFITS OR FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LIABILITY TO ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY.

(b) Additional Limitation. Except as expressly provided in Section 9 below and without limiting Section 8(a) above, the cumulative liability of IHS GLOBAL INSIGHT and its affiliates with respect to the Services shall in no event exceed the total annual charges paid under this Agreement by Subscriber to IHS GLOBAL INSIGHT during the 12 months preceding Subscriber's claim.

(c) Subscriber Data. While IHS GLOBAL INSIGHT will use reasonable efforts to attempt to recover or recreate any Subscriber data which is lost by IHS GLOBAL INSIGHT, it shall be the responsibility of Subscriber to independently maintain copies of all Subscriber data.

(d) Indemnity. Subscriber agrees to indemnify and hold harmless IHS GLOBAL INSIGHT and its third party licensors from and against any losses, damages, liabilities, and expenses (including but not limited to reasonable attorneys' fees) associated with any claims which arise from or relate to Subscriber's use of the Services or any component thereof, other than claims subject to the indemnification given by IHS GLOBAL INSIGHT in Section 9 below.

9. Infringement

IHS GLOBAL INSIGHT shall indemnify Subscriber with respect to direct damages incurred by Subscriber, including reasonable attorneys' fees, as a result of any claim against Subscriber that the Services as furnished by IHS GLOBAL INSIGHT and used by Subscriber in compliance with the terms of this Agreement, infringe upon any copyright or proprietary right of any third party, provided that (i) Subscriber gives IHS GLOBAL INSIGHT prompt written notice thereof, within 10 days of becoming aware of it (ii) IHS GLOBAL INSIGHT has sole control of the defense or settlement of such claim, and (iii) Subscriber reasonably cooperates with IHS GLOBAL INSIGHT in such defense. In the event of such claim, IHS GLOBAL INSIGHT shall have the right to terminate this Agreement with respect to allegedly infringing Services by giving written notice to Subscriber and by refunding to Subscriber the prorated share of any prepaid charges relating to such infringing Services.

10. Other Matters

(a) Force Majeure. Neither party shall have any liability for any default or delay resulting from circumstances beyond its reasonable control. In no event shall IHS GLOBAL INSIGHT be liable for any claim arising one (1) year or more prior to the institution of suit.

(b) Advertising. Except for marketing literature, publicity releases, reference lists and other communications to the public, IHS GLOBAL INSIGHT agrees not to disclose the identity of Subscriber as a customer of IHS GLOBAL INSIGHT or use Subscriber's trademarks without the prior written consent of Subscriber.

(c) Notices. All notices to the other party shall be sent to the address set forth above.

(d) Amendment. No waiver, alteration, or amendment of any provision of this Agreement shall be effective unless executed in writing by both parties.

(e) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. All claims arising in connection with this Agreement shall be brought by the parties in the courts in the Commonwealth of Massachusetts and the parties hereby consent to the exclusive jurisdiction of such courts.

(f) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, IHS GLOBAL INSIGHT may assign this Agreement in whole, or in part, to any affiliate of IHS GLOBAL INSIGHT without obtaining consent of Subscriber. This Agreement is binding upon and inures to the benefit of all successors and permitted assignees of the parties hereto.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and shall supersede any and all other agreements, written or oral, with respect thereto. The provisions and terms of any purchase order issued by Subscriber in conjunction with this Agreement shall be of no effect and shall not in any way extend or amend the terms and conditions set forth in this Agreement unless expressly accepted in writing by IHS GLOBAL INSIGHT.

(h) Survivability. Sections 2(d), 4, 5, 6, 8, 9 and 10 shall survive any termination of this Agreement.