



ISI Emerging
Markets Group
EMIS

[Text deleted]

SUBSCRIPTION AGREEMENT

DATE: 07 / Aug / 2018

A Standard Subscription Agreement exists as of the above date set forth in the Contract Term between Internet Securities, LLC (herein referred to as the "Provider") and the "Subscriber".

SUBSCRIBER:

Subscriber Company Name			
University of California at San Diego			
Subscriber Name	Subscriber Email	Billing Contact Name	Billing Contact Email
[Text deleted]	[Text deleted]	[Text deleted]	[Text deleted]
Subscriber Phone Number	Subscriber Fax Number	Billing Phone Number	Billing Fax Number
[Text deleted]	[Text deleted]	[Text deleted]	
Subscriber Address		Billing Address	
UC San Diego		[Text deleted]	
Subscriber VAT Number		Purchase Order # (Please fill)	Contract # (Office Use Only)

The Provider agrees to provide an on-line computerized information retrieval and/or delivery service ("the Service"). The Subscriber agrees to pay all charges listed herein and agrees to be bound by the Terms and Conditions herein.

PRICING:

The Subscriber under this Agreement has registered access to the products and services listed below, subject to the general terms and conditions below this agreement, for the following price:

Products and Services	Description	Quantity	Total Price
EMIS Professional, Global	Academic Site License (9.1.18 - 8.31.19)	1	[Text deleted]
EMIS Professional, Global	Academic Site License (9.1.19 - 8.31.20)	1	[Text deleted]
TOTAL PRICE			USD

CONTRACT TERM:

Contract Term:	Service Start Date	Billing Start Date	Billing End Date	Billing Cycle:
Two Years	01 / Sep / 2018	01 / Sep / 2018	31 / Aug / 2020	Annual

SIGNATURES:

For: University of California at San Diego

Subscriber's Company Name	
[Text deleted]	
Authorized Signature	DATE
[Text deleted]	9/28/18
Authorized Signature's Name	Title
	AUL Collection Services

For: Internet Securities, LLC

Provider's Company Name	
[Text deleted]	
Manager's Signature	DATE
[Text deleted]	SEP 21 2018
Manager's Name	Title
	VP Finance

General Terms and Conditions of Use

1. DEFINITIONS AND GRANT TO USE INFORMATION

Internet Securities LLC ("EMIS") provides a range of information services ("Services"). The Subscriber named in this Agreement subscribes to one or more Services as indicated on page one of the Subscription Agreement. The Subscriber may use information retrieved from and/or information delivered by the Services for research purposes in the course of the Subscriber's ordinary business. The Subscriber may not sell, resell, or otherwise make the information available in any manner, or on any media, to any third party, unless the Subscriber has been granted prior written consent by EMIS. The Subscriber agrees to limit access to and use of the Services to the individuals ("Authorized Users"). "Authorized Users" are defined as all faculty, staff and students of the Subscriber and patrons not affiliated with the Subscriber who are physical present at the Subscriber's site.

Nothing in this Subscription Agreement is intended to limit in any way whatsoever Subscriber's or any Authorized User's rights under the Fair Use provisions of the United States.

2. AVAILABILITY AND ACCURACY OF INFORMATION

EMIS reserves the right to change the content, presentation, Subscriber facilities, or availability of any part of the Services, and make changes to the software used to make the Services available, at its sole discretion. If the information available through the Services is materially reduced, EMIS' sole obligation to the Subscriber shall be to refund charges paid in advance on a pro-rata basis according to the extent of the reduction. WHILE EMIS AND ITS DATA PROVIDERS ("DPs") HAVE NO REASON TO BELIEVE THAT THERE ARE ANY INACCURACIES OR DEFECTS IN THE INFORMATION COMPRISED WITHIN THE SERVICES, OR IN THE SOFTWARE USED TO MAKE THE SERVICES AVAILABLE, EMIS FOR ITSELF AND ON BEHALF OF THE DPs, MAKES NO REPRESENTATION, AND GIVES NO WARRANTY (EXPRESSED OR IMPLIED) WITH REGARD TO THE INFORMATION, OR ANY PART OF THE DATABASES COMPRISING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE FITNESS OF THE INFORMATION OR THE DATABASES, FOR ANY PURPOSE WHATSOEVER.

3. LIABILITY

Except as otherwise expressly provided, neither EMIS nor the DPs shall be liable for any loss or damage (including consequential or indirect loss or damage which shall include, but which shall not be limited to, loss of property or of profit, business revenue or anticipated savings, and loss of, or damage to, data) or for any costs, claims, or demand of any nature, whether asserted against EMIS, the DPs, or against the Subscriber, by any party, arising directly or indirectly out of the use of, access to, or withdrawal of, the Services, the databases comprising the Services, or out of any Information or materials comprised therein. EMIS and the DP's ("Data Provider" respective liability shall be limited to direct loss suffered by the Subscriber, where such loss arises solely from EMIS' negligent acts or omissions, or those of its employees in the provision of the Services of the information, provided that (save in the event of death or personal injury resulting therefrom) EMIS' and the DP's total liability shall not exceed a sum equivalent to the amount charged to the Subscriber for an annual subscription.

4. PAYMENT TERMS

All charges, charge rates, and applicable terms of payment shall be as listed in the current price list for the Services, and shall be subject to change at renewal by EMIS upon giving the Subscriber not less than 30 days prior written notice. All charges and charge rates expressed are exclusive of any taxes, which are, or may be, applicable. Payment is due within 30 days of the date stated on the invoice. The User shall be responsible for:

- Any registration fee, monthly minimum usage charge, prepayment for usage charge, and/or standing charge applicable under this Agreement.
- Any and all additional charges for documents and other Services as listed in any mutually agreed pricing addendum.

5. TERM

This Agreement shall be valid for length of time stated as "Contract Term" on page one of this document. This Agreement shall remain in force unless terminated in accordance with the following provisions:

- If the Subscriber is in breach of any of the terms of this Agreement and has failed to remedy the same within 60 days, EMIS may forthwith terminate this Agreement without liability to the Subscriber, or without prejudice to its rights in respect of such breach.
- If the Subscriber shall convene a meeting of its creditors, or if the Subscriber shall be unable to pay its debts, or if a trustee receiver, administrative receiver or similar office is appointed in respect of all or any part of the business or assets of the Subscriber, EMIS may terminate this Agreement forthwith without liability on its part to the Subscriber.
- EMIS may terminate this Agreement at any time upon giving the Subscriber not less than 30 days prior written notice. EMIS' only obligation in this event shall be to refund pro-rata charges paid in advance.

6. ASSIGNMENT AND RESTRICTIONS

This Agreement and any rights of access to any Services provided to the Subscriber and Authorized Users may not be assigned, licensed, or otherwise transferred by the Subscriber without the prior written consent of EMIS.

The Subscriber further agrees to use reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Service is granted under this Subscription Agreement. Users may not access the EMIS Emerging markets database using any computerized or software driven system to search and/or download data from the service unless

permission is given in advance in writing by EMIS. The following is a non-exhaustive list of practices that require prior written permission: downloading of data from the service using a robot, spider, automated browser application or any other similar application which downloads data automatically and stores or records it on a device outside of the EMIS domain. EMIS also reserves the right to temporarily suspend access to the service immediately if a breach of this section occurs, and will notify the Subscriber in writing. Such temporary suspensions will be of the shortest duration possible sufficient to terminate the alleged unauthorized activity and prevent its resumption. The Subscriber shall have sixty (60) days from the receipt of notice to use all reasonable means to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) day period, EMIS shall have the right to terminate the Agreement without further notice.

7. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of the State of California.

Please Initial:

Subscriber:

Provider:

[Text deleted]

[Text deleted]