The Purchase Order Terms and Conditions together with its purchase order(s) (the “Order(s)”), user manuals, instructions, training materials, system manuals, specifications and all other Seller materials that describe the Products and Services identified on the Order(s) (“PO”) are between the Affiliates purchasing Products or Services as identified on an Order (“Refinitiv”) and the supplier of Products or Services (“Seller”).

1. Definitions. “Affiliate” means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with, Refinitiv Limited or its Parent Limited or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to any such business entity or its predecessor(s). “Products” mean the equipment, material, and other items ordered or purchased by Refinitiv from Seller, as identified in an Order. “Services” means the services that are provided by Seller including, without limitation, training, installation, configuration, and maintenance and support, as identified in an Order.

2. Orders. Refinitiv may procure Products and Services from Seller by issuing an Order to Seller, and Seller shall provide such Products and Services as set forth in the Order. Time is of the essence in the performance of this PO. Seller shall be deemed to have indicated acceptance of an Order and this PO by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, quality, or the delivery or installation dates, or any other term, will be effective unless authorized by Refinitiv in writing. Seller may not make Product substitutions or overshipments without Refinitiv’s prior written authorization. Refinitiv may from time to time request reasonable changes in the terms of the Order, including but not limited to, Refinitiv’s requirements, quantities, and delivery dates.

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv on or before the delivery date, Seller shall fulfill the Order in one lot. Seller shall include in its shipment all user manuals, manufacturer warranties, or other materials, if such materials exist, that the Product manufacturer intended to remain with the Products. Seller must identify all shipments, shipping papers, invoices, and correspondence with the order number and an itemized Product and Services list. Shipping terms are D.D.P. Destination named and specified on the PO (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to reflect such information provided by Refinitiv (collectively, “Sensitive Information”), shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO. This Section 23 shall not apply to any information Seller obtains or discovers that the Seller has no authority to create any obligation, express or implied, on behalf of Refinitiv.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’s receipt and receive a full refund, except that the Products must be in their original packaging and for resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. For all products returned by Seller at Seller’s expense, Seller shall return the Products to Refinitiv within 24 hours of Refinitiv’s notification, Seller will assign and provide to Refinitiv, a Return Materials Authorization (“RMA”) number. If the return is due to Refinitiv’s error, the shipping terms for the returned Products are F.O.B. Seller’s location (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.W. Origin (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller’s personnel will observe and comply with Refinitiv’s security procedures, rules, regulations, and policies (as updated from time to time) and Seller will use its best efforts to minimize any disruptions to Refinitiv’s operations at all times. Seller shall comply with Refinitiv’s Supply Chain Ethical Code, as it may change from time to time. Refinitiv’s Supply Chain Ethical Code is incorporated into this PO by this reference and is posted at: https://www.refinitiv.com/en/supplier/portal-supply-chain-ethical-code.html. Seller shall maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO.

6. Environmental, Health and Safety Laws. For all potentially hazardous Products and/or Services, the Seller shall submit information to Refinitiv’s Risk Management department, which shall at a minimum provide the information necessary to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended.

7. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Refinitiv of any quantity and other discounts, price reductions, and promotions available from Seller for which Refinitiv is not or may become entitled, Seller shall not charge to Refinitiv for Seller to perform its obligations or for Refinitiv to exercise its rights under this PO.

8. Invoicing; Payment; Taxes. Seller will invoice Refinitiv following its shipment of the Products or its performance of the Services. Refinitiv agrees to pay Seller on the Monday following net 60 days of Refinitiv’s official receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims for money due or on account from Refinitiv shall be paid in accordance with applicable requirements of the payment method (e.g., check). Seller’s invoice shall setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via any designated procurement card, company cheque, or Electronic Funds Transfer (“EFT”). Prices shall be as specified in the related Order.

9. Warranties. Seller represents, warrants and undertakes to Refinitiv that: (a) it is an entity validly existing under applicable laws; (b) it has all necessary right, title, license and authority to enter into the PO and to perform all its obligations hereunder; (c) Seller’s performance of all its obligations hereunder does not violate any law, statute, or ordinance; (d) third party intellectual property rights are violated by Seller performance of its obligations or by Seller’s use of the Products and Services; (e) the Products and Services are free of all liens and encumbrances and there are no actual or threatened claims pending that could have a material adverse effect on Seller’s ability to perform its obligations hereunder or on Refinitiv’s enjoyment of the rights granted hereunder; (f) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (g) the Products and Services are free of material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (h) the Products and Services are suitable for the intended purpose, if the purpose is made known to Seller and Refinitiv relies on Seller’s judgment and selection; (i) the Product is new and no existing or implied warranty is made; (j) it will perform in accordance with specifications and with the Product with new conforming product or perform the Services, as applicable; provided however, that Refinitiv may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, or proceedings made against Refinitiv (“Claims”) or any liabilities, losses, or expenses arising out of or related to any breach of this Section 10. In no event shall Refinitiv be liable for any claims, actions, demands, or proceeding brought against Refinitiv by any third parties, whether or not such Claims or Losses are related to a breach by Seller of any representation, warranty, covenant or agreement made by it hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All products (including but not limited to materials, systems, software, hardware, tools and equipment, and information acquired directly or indirectly (including but limited to oral, written, visual, graphical, and electronic information), by Seller from Refinitiv, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv (collectively, “Sensitive Information”), shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO. This Section 11 shall not apply to any information which the Seller has obtained or discovered without violation of any ethical, legal, or other rights and remedies, Seller at its own expense, will promptly repair or replace the Product or Services as identified on an Order and the supplier of Products or Services (“Seller”).