The Purchase Order Terms and Conditions together with its purchase order(s) (the “Order(s)”), user manuals, instructions, systems documents and other specifications that describe the Products or Services (collectively, “PO”) is between the Affilee purchasing Products or Services as identified on an Order (“Refinitiv”) and the supplier of Products or Services (“Seller”).

1. Definitions. “Affilee” means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Seller. “Affiliate” means any business entity that, from time to time, controls, is controlled by, or is under common control with the Affilee. “Business Day” means any day except and including Saturdays, Sundays, and holidays recognized by Refinitiv as a bank holiday. “Compliance with Laws” means compliance with applicable laws, rules, regulations, and policies (as updated from time to time) and all requirements of the E.X.W. Origination (INCOTERMS 2010). “Correspondence” includes the English language and all communications and documents relating hereto. “Exchange” means the transfer of the Product or Services from Seller to Buyer. “Refinitiv” means Refinitiv Limited or any entity under common control with Refinitiv that is a successor (whether by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to any such business entity or its business and assets. “Product” means the equipment, materials, and other goods obtained by Refinitiv from Seller, as set forth on the PO and the Exchange terms for the PO. “Property” includes all limitation, training, installation, configuration, and maintenance and support, as identified in an Order. “Publisher” means Refinitiv. “Publisher’s Prior Written Authorization” means Refinitiv may from time to time request reasonable changes in the scope of the Order, including but not limited to, Refinitiv’s requirements, quantities, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. “Return” means return drop off, return logistics, and return shipments. “Refinitiv’s Prior Written Authorization” means Refinitiv may from time to time request reasonable changes in the scope of the Order, including but not limited to, Refinitiv’s requirements, quantities, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes. “Delivery of Products. Unless otherwise requested or authorized by Refinitiv on or before the delivery date, Seller shall fill 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 reach arrived at its destination unharmed and unexpired. Seller shall provide all necessary right, title, license and authority to enter into the Order and this PO by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, quantity, or the delivery or installation dates, or any other term, will be effective unless authorized by Refinitiv’s Prior Written Authorization. The use of the term “solicitation” will mean a request for the submission of proposals to satisfy the needs specified in an Order. “Orders” means any written solicitation to quote by Seller or the Products to persons or property during the performance of its obligations hereunder. 11. Confidential Information; Rights Assignment. All goods (including but not limited to materials, systems, software, hardware, tooling and equipment) and information acquired directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Seller from Refinitiv or its representatives, study, or other documents prepared by Seller or its representatives (each of which contain or otherwise reflect such information provided by Refinitiv, 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 to perform the Services for Refinitiv, solely for the purpose of fulfilling the Order and in accordance with the terms of this Agreement. In the event of a breach of this Agreement by Seller or Seller’s employees, agents, or representatives, all such information shall be returned to Refinitiv. If Refinitiv determines that (a) any use of the Product or Services by Refinitiv hereunder as a contractor, or (b) any work product arising from such Services shall be deemed to be a “work made for hire” pursuant to 17 U.S.C. Section 101 (the “Copyright Act”), and (c) that such work product is to be deemed to be a “work made for hire,” the result of an employment to invent, or otherwise, all work product, including all copyright, patent rights and other intellectual property rights to everywhere therein, shall be the property of Refinitiv, subject to, at Seller’s cost and expense, any further consideration, the entire worldwide right, title, and interest to all work product related to the Services, including all copyright, patent rights, trademarks, and other intellectual property rights to everywhere therein. 12. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of Refinitiv, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Refinitiv, which consent may be withheld at Refinitiv’s sole discretion. 13. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The agreement hereunder is not intended to create and will not create a joint venture, partnership, or agency relationship between Refinitiv and Seller. As an independent contractor, Seller shall be exclusively responsible for the determination of the means and methods to be used in the performance of the services hereunder. Seller shall be granted no authority, express or implied, to act in the name of or as an agent for Refinitiv. Seller shall at all times, unless otherwise specifically permitted in this Agreement, maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO. 14. Returns. If Refinitiv returns Products to Seller within six months of Refinitiv’s receipt of product and receive a full refund, except that the Products must be in their original packaging and in condition as resale as new; Products that are custom or obsolete are not returnable except in the case of a defective or non-conforming Product. For Refinitiv’s return of products, Seller shall pay all return shipping costs, and Seller retains all risks of loss or damage to the Product in transit. Seller shall also include a return receipt for each return. 15. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller personnel will observe and comply with Refinitiv’s security procedures, rules, regulations, applicable laws, codes, and laws (including but not limited to fire, health, and safety), and in correspondence with the normal business operations. All risks of loss or damage to the Product in transit, to 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/support-portal/supply-chains/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. 16. Material Safety Data Sheets or Equivalent Information. For all potentially hazardous Products or Services, the Seller shall submit information, including Material Safety Data Sheets where they exist, to Refinitiv’s Risk Management department, which shall at a minimum provide the necessary information to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended. 17. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Refinitiv of all requested changes or adjustments, if any. If there is no such notification, Refinitiv may revise the PO as necessary without any liability to Seller beyond payment of any balance owing for material purchased pursuant to the PO, or to become due from Seller to Refinitiv shall be subject to deduction by Refinitiv for any setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via Refinitiv’s designated payment card, company check, or Electronic Funds Transfer (“EFT”). Prices do not include any sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, e.g. Value Added Tax, Seller will separately state them on the invoice. Refinitiv/Refinitiv has no obligation to pay any taxes or fees that are based on Seller’s net income. 19. Governing Law. The laws of the State of New York (without regard to conflicts of laws) govern all matters arising out of or relating to this PO; the exclusive jurisdictional venue is New York City, New York. However, where the PO is to be executed and performed, and in any other jurisdiction, the laws of the State of New York, or the name, trade names, trademarks and other intellectual property rights to everywhere therein, shall be the property of Refinitiv, subject to, at Seller’s cost and expense, any further consideration, the entire worldwide right, title, and interest to all work product related to the Services, including all copyright, patent rights, trademarks, and other intellectual property rights to everywhere therein. 21. Severability. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of this PO are deemed superseded by this PO. Licensing terms, which may accompany Products, will supplement the terms of this PO where the terms do not contradict. If any part of this Agreement is held to be invalid or unenforceable for any reason, then such part shall be deemed severable, and the validity and enforceability of the remainder shall not be affected thereby. In the event that this Agreement is deemed severable, then the parties’ intent in agreeing to the original provision. This PO’s remaining provisions will stay in effect.
23. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire agreement between the parties and supersedes all previous agreements, written or oral, between the parties with respect to the PO subject matter and cannot be modified except in a writing signed by the parties.