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 constitute the Reference Documents (collectively, the “PO”) is between the Affiliate 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 Financial & Risk US Holdings, Inc. 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 predecessors and successors, or the equipment, parts, and other rights 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 will 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, quantity, or 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 scope of the Order, including but not limited to, Refinitiv’s requirements, quality standards, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes.

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, and 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 specified on the Order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Seller.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’/ Product 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 any returned Products, Seller shall pay all return costs and provide a complete copy of the 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. Destination (INCOTERMS 2010). The shipping terms for all other Product returns are E.W.W. Origination (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 disruption to Seller’s operations or Extending of privileges or access to employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Refinitiv.

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 all changes in price and volume, price reductions, and promotions available from Seller for which Refinitiv is or may become eligible. Seller shall, upon the basis of a quotation, invoice, price list or any other writing, be responsible for any 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 on an Order shall be due from Refinitiv to Seller within 7 days of receipt of the Services, 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 exclusive of all local, state, and federal sales taxes, use taxes, and other similar taxes. Seller, at its sole cost and expense, will be responsible for all expense, injury, or damage caused by Seller or the Products or services in connection with the performance of this PO and will promptly cancel all existing orders and purchase agreements. Refinitiv will have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination and work in process required for delivery to Refinitiv. Notwithstanding any other provisions of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

9. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Refinitiv, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Refinitiv is void. For permitted subcontract assignments, or other transfer of the rights or obligations by Seller, Seller remains jointly and severally liable for the actions or omissions of the assignee. Refinitiv shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations under this PO to any third party. This PO is binding upon the parties’ respective successors and permitted assigns.

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, expenses, costs, or damages whatsoever incurred in connection with any of the following, 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 or persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All information (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 analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or 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 that the Seller had in its possession prior to the PO or is independently developed by the Seller without use of, or reference to, the Sensitive Information.

12. Rights Assignment. Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration and with full title guarantee, the entire worldwide right, title, and interest to all work product related to the Services (including, without limitation, all intellectual property rights in such work product or otherwise transfer any of its rights or obligations under this PO to any third party.

13. Compliance with Laws. The parties shall comply with all laws and regulations of a country, while in that country, as the laws and regulations may change from time to time. Seller shall maintain all the consents, licenses and permissions to enable the provision of the Services and/or provision of the Products.

14. Governing Law. The laws of England and Wales (without regard to conflicts of laws) govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the English Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

15. Termination. Refinitiv may terminate the performance of work under this PO in whole or in part at any time and for any reason, by written notice to Seller. Upon receipt of such notice, Seller will, unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of this PO and will promptly cancel all existing orders and terminate all contracts in so far as such orders or contracts are chargeable to this PO. Refinitiv shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination and work in process required for delivery to Refinitiv. Notwithstanding any other provisions of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

16. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Refinitiv, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Refinitiv is void. For permitted subcontract assignments, or other transfer of the rights or obligations by Seller, Seller remains jointly and severally liable for the actions or omissions of the assignee. Refinitiv shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations under this PO to any third party. This PO is binding upon the parties’ respective successors and permitted assigns.

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18. Non- Waiver. No course of dealing, course of performance, or failure of either party to enforce strictly any PO provision is to be construed as a waiver of a provision.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and in addition to, and not in lieu of, any other rights and remedies available to Seller under any law or agreement or by action brought under this PO, Refinitiv is entitled to receive all costs and reasonable attorney’s fees.

20. Governing Law. The laws of England and Wales (without regard to conflicts of laws) govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the English Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. Severability. If any provision of this PO is held invalid or unenforceable, such provision will be deemed deleted from this PO and replaced by a valid and enforceable provision which for so far as possible achieves the parties’ intent in agreeing to the original provision. This PO’s remaining provisions will stay in effect.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or other document, unless otherwise specified on an Order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Seller.

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. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999, as amended from time to time. Any rights or remedies granted under this PO to Seller may procure Performance of such terms by 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.