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 Seller or any of its subsidiaries ("Parent Companys") or any of their respective subsidiaries, directly or indirectly. Parent Company shall be defined to include Refinitiv & Risk UK 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 successor, if such successor conducts business in the same or a similar manner as the predecessor entity as of the date of the last Order obtained by Refinitiv from Seller, as identified in an Order. "Services" means the services that are provided by Seller including, without limitation, installation, training, configuration, and maintenance Services (as defined in any Order). The parties acknowledge that the Services may be supplemented or replaced by the products identified in any Reference List ("Refinitiv") or provided by Supplier or Services as identified on an Order ("Refinitiv") and the supplier of Products or Services ("Seller").

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, quantity, 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 scope of the Order, including but not limited to, Refinitiv’s product 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.

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 the itemized Product and Services list. Shipping terms are Ex Works (EXW) unless otherwise specified on an Order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Refinitiv.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’s Product receipt and receive a full refund, except that the Products must be in their original packaging and in condition for resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Product (Parts Returns). Refinitiv shall notify Seller of such returns and, 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 Product are F.O.B. Refinitiv’s location (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 site, 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 Refinitiv’s business 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 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 all material and other discounts, price reductions, and promotions available from Seller for which Refinitiv is entitled. Seller may not make any price changes after the date of disclosure to the Seller; or (c) 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 subcontractor’s 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.

13. 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 materials, or any other published material without the prior written consent of Refinitiv, which consent may be withheld.

14. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The employees or agents of Seller are not employees of Refinitiv and are not eligible to participate in any benefits or privileges given or extended by Refinitiv, or by operation of law, to Refinitiv employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Refinitiv.

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 subcontracts in so far as such orders or subcontracts 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 for work in progress required for delivery to Refinitiv. Notwithstanding any other provision 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 transfers, all Seller assets transferred shall be subject to deduction from Refinitiv’s payment to Seller at the time of transfer. Refinitiv shall notify Refinitiv of all changes in Seller’s ownership, management or control of Seller that are likely to mean a material change in the ability of Seller to perform its obligations under this PO and to perform all its obligations hereunder; (c) it has not been materially adversely affected by the internal or external environment in which it operates; (d) its business is conducted in good faith; (e) it will comply with all applicable laws, rules, and regulations that the Seller is required to comply with; (f) it will not materially burden the Seller; and (g) it will not materially burden the Seller.

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, damages, judgments, settlement, and expenses including reasonable attorneys’ fees (“Losses”) for which Seller and Refinitiv are joint and several liable. If any such Claim is made against Refinitiv or Seller, or (c) is independently developed by the Seller; or (c) is independently developed by the Seller.

11. Sensitive Information. All goods (including but not limited to materials, systems, software, data, compensation 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 information of or that affects a particular Subcontractor, or a subcontractor’s assigned employees). “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 shall not limit the rights of the Seller to use the Sensitive Information that the Seller can demonstrate (a) is or becomes generally available to the public other than as a result of disclosure by the Seller or anyone to whom it transmits the Sensitive Information; (b) was known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Seller; or (c) is independently developed by the Seller without use of, or reference to, the Sensitive Information.

18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce any provision of this PO shall 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 additional to any other rights and remedies provided in law or equity. In any 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 PO provision is held invalid or unenforceable, such provision will be deemed deleted from this PO and replaced by a valid and enforceable provision which so far as possible achieves the parties’ intent in agreeing to the original provision. This PO’s remaining provisions will affect, damages, judgments, settlements, costs and expenses (including reasonable attorney’s fees) of the Seller or by the Seller to the Product or Services as identified in an Order ("Refinitiv") and the supplier of Products or Services ("Seller").

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or other document relating to a specific purchase order due or to be furnished by Refinitiv under this PO to Seller, or any subsequent oral or written communication with Financial & Risk UK Holdings, Inc., Financial & Risk UK 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 successor, if such successor conducts business in the same or a similar manner as the predecessor entity as of the date of the last Order obtained by Refinitiv from Seller, as identified in an Order. "Services" means the services that are provided by Seller including, without limitation, installation, training, configuration, and maintenance Services (as defined in any Order). The parties acknowledge that the Services may be supplemented or replaced by the products identified in any Reference List ("Refinitiv") or provided by Supplier or Services as identified on an Order ("Refinitiv") and the supplier of Products or Services ("Seller").

23. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire agreement between Seller and Refinitiv 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 (as it applies from time to time), and Seller consents that the obligations and exclusions of liability contained in this Agreement are so incorporated into the PO that the provisions to the PO may cancel or vary the terms and conditions of this PO without the
consent of such Affiliates. No other third party will be entitled to enforce any of the terms of this PO under the Contracts (Rights of Third parties) Act 1999, as amended from time to time, or otherwise.