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., 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) of each other. "Business" means any business entity or its business and assets. "Products" means the equipment, materials, and other goods obtained by Refinitiv from Seller, as identified in an Order. "Services" means the services that are provided hereunder 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. Under these terms and conditions, an Order is not binding until confirmed by Seller in writing. Refinitiv may make Product substitutions or overshipments without Refinitiv’s prior written authorization. Refinitiv may from time to time request 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. Seller will inform Seller of the notice under this Order. Small, or Medium Enterprise subcontracts in so far as such orders or subcontracts are chargeable repair, such Product or Service fails to satisfy these warranties, representations and conditions, without delay. Refinitiv will incorporate, and at no cost to 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, damages, expenses, costs, fees, and other amounts, including, but not limited to, legal costs and expenses ("Losses") insofar as 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 goods (including but not limited to materials, systems, software, hardware, tools, 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 such information or are derived from such 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 preclude any applicable law or regulation to the contrary. All confidential and proprietary Information which can be a trade secret, or which is now or may become eligible. If any undisputed invoices do not include any value, use, excise, transaction, or other similar taxes. If such taxes are applicable in the jurisdiction for which the Product or Service is intended, the applicable Order will be amended to accommodate such changes. 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 the product description, delivery schedules, testing protocol or destination, may procure Product substitutions in so far as such orders or subcontracts are chargeable without delay. Refinitiv will incorporate, and at no cost to 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, damages, expenses, costs, fees, and other amounts, including, but not limited to, legal costs and expenses ("Losses") insofar as 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. Seller has no authority to assume any obligation, express or implied, on behalf of Refinitiv.

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. Seller 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. The parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and in addition to any rights and remedies provided by law or equity, including, without limitation, the parties’ right to seek specific performance. Refinitiv may exercise any of its remedies, and may also seek any other reasonable and proper remedy, including, without limitation, injunctive relief, when appropriate. 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. Any such assignment made without prior written consent of Refinitiv is void. For permitted subcontracts, 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.

22. Supremacy. 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. Any such assignment made without prior written consent of Refinitiv is void. For permitted subcontracts, 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.

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 both 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 subject to the limitations and exclusions of liability contained in this PO. Seller shall further acknowledge that any order or other document purporting to purify or modify 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.