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 or Services (collectively, “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 and Risk US Holdings, Inc., Financial and 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 business and assets. “Products” means the equipment, materials, and other goods obtained by Refinitiv from Seller, as identified in the PO. “Services” means the services that are provided by Seller, including, without limitation, training, installation, integration, and maintenance and support, as identified in the PO.

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. Seller shall provide all materials, information, and services required to perform the PO; (h) the Products and Services are suitable for the intended purpose, if the purpose is made known to Seller, at its own expense, shall perform a work for hire pursuant to 17 U.S.C. Section 101(b) (the Copyright Act), and (c) that such work product be deemed to be a specially commissioned work. Whether the work product is considered to be a “work made for hire,” the result of an employment to invent, or otherwise, all work product, including all improvements, enhancements, and other intellectual property rights to everything therein, is the sole property of Refinitiv. Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration, the entire worldwide right, title, and interest to all work product related to the Services.

12. Non-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 written 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 execution of this Agreement by Seller as a result of the negotiation, preparation, and performance of this PO and the performance of this PO does not create a partnership or joint venture between Seller and Refinitiv. No employee, agent, or representative of Seller has authority to obligate Refinitiv in any manner. By execution of this Agreement, Seller waives any right to participate in the profits of Refinitiv or to receive 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.

14. 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 services in connection with the performance of this PO and will promptly return all and all existing orders and terminate all subcontractors 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. Notwithstanding the foregoing, in the event of a work stoppage of the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

15. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without 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 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. This PO is binding upon the parties’ respective successors and permitted assigns.

16. 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.

17. 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.

18. Special U.S. Government Provisions. In connection with Seller’s performance under this PO, Seller shall comply with FARs and DFARS as promulgated from time to time, follow, as well as those provisions of FAR 52.244-6 (available at www.acquisition.gov/far), as applicable. Specifically, Seller agrees to comply with the following regulations, as applicable, in their entirety: Equal Opportunity and Affirmative Action. Refinitiv is an Equal Opportunity and Affirmative Action Employer. Unless exempt, Seller shall abide by the requirements of 41 CFR §60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as disabled, non-disability, or a qualified applicant, parent, and, if a woman, her sex or pregnancy or sex.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and additional to any remedies that may be available under law or other agreements, whether or not the same act is a default under this PO. Refinitiv is entitled to receive all costs and reasonable attorney’s fees.

20. Governing Law. If the purchaser is a United States company, 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 jurisdiction and New York City Court of the highest rank is New York. If the purchaser is a Canadian company, the laws of the Province of Ontario (without regard to conflicts of law), and the laws of Canada applicable therein, govern all matters.
arising out of or related to this PO; the jurisdictional venue is in Toronto in the Province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. **Language.** At the request of the parties, the official language of this Agreement and all communications and documents relating hereto is the English language and the English-language version shall govern all interpretation of the Agreement. À la demande des parties, la langue officielle de la présente convention ainsi que toutes communications et tous documents s’y rapportant est la langue anglaise, et la version anglaise est celle qui régît toute interprétation de la présente convention.

22. **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 stay in effect.

23. **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. Licensing terms, which may accompany Products, will supplement the terms of this PO where the terms do not conflict. If Seller and Refinitiv have a signed agreement for Products and Services, such agreement supersedes the PO.

24. **Entire Agreement.** Except as otherwise allowed in Section 23, 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.