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 and Services are made by the party hereinafter referred to as “Refinitiv” between the Affiliate purchasing the 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., 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 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 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 shall be deemed to have accepted an Order of this PO by beginning work thereunder or on any portion thereof. “PO” in the context of this Agreement includes both this Agreement and any POs for the purchase of Products or Services which may be entered into by the parties hereto in the future and which shall form part of this Agreement.

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 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 other documents delivered with a clearly visible reference to the date of the PO and an “Order Number” in D.D.P. Destination, 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 Product refund minus any original packaging and retrofitting or any other charges associated with the return. Return of Products and Services is at Seller’s expense, unless otherwise stated in the PO or agreement. Invoicing; Payment; Taxes. Seller shall invoice Refinitiv for the Products or Services at the price quoted on the invoice of the PO, plus any applicable taxes. In those cases where a purchase card, company cheque or electronic transfer is to be paid, prior notice to Refinitiv in writing shall be required. Failure to provide prior notice shall result in a return of the products or services. If applicable, the parties shall agree on the method of payment. Invoices must be submitted within 30 days from the date of delivery. Refinitiv may charge interest at the annual rate of 2% above the base rate of HSBC or its equivalent foreign exchange rate in the jurisdiction for which the Product or Service is intended.

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, the person performing the Service 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 normal business operations at all times. Seller shall comply with Refinitiv’s Supply Chain Ethical Code, as it may change from time to time. Seller, at its sole expense, will obtain and maintain insurance covering all risks of loss or damage to the Products, whether or not such Products are working, while in transit. In the event of a claim by Refinitiv, Seller will promptly provide a copy of any insurance policy or certificate to Refinitiv prior to any protest by Refinitiv. The confidentiality obligations are continuer, and shall be binding both prior to and after delivery of the Products and/or the performance of Services. 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 for causes other than default or cause for which Seller can prove that Refinitiv is not in default and to which applicable law or court of competent jurisdiction shall be applicable and shall remain the exclusive property of Refinitiv and, in such event, Seller shall promptly cancel all existing orders for the Products or Services (including any applicable purchase cards) and return all Products to 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, losses, damages, or expenses arising out of or related to any claim, suit, action or proceeding brought against Refinitiv or Seller, in respect of or arising out of any Losses, as such as 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 Refinitiv from Seller, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect confidential information, (collectively “Sensitive Information”) shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall be used solely by Seller to the extent necessary for its performance of this PO. The confidentiality obligations are continuing, and shall be binding both prior to and after delivery of the Products and/or the performance of Services. The Section 11 shall not apply to Sensitive Information that the Seller can demonstrate (i) 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; (ii) was known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Seller; or (iii) 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 all title, guarrantees, 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 whether existing now or in the future; whether or not registered and all applications and renewals for the same) and waives the power to claim any moral rights in relation to such work product.

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, company list, promotion or other publication or statements without the prior written consent of Refinitiv, which consent may be withheld.

14. Independent Contractor. Seller is a noneclusive 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 agreements with 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 for causes other than default or cause for which Seller can prove that Refinitiv is not in default, which consent may be withheld.

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 subcontracts, assignments, or other transfer of the rights or obligations by Seller, Seller remains jointly and severally liable to Refinitiv for all acts and omissions made on behalf of Seller, and/or on the Products or Services. Refinitiv, in its discretion, may terminate any or all obligations of Seller, in part or in whole under this PO, without cause or any reason, by written notice to Seller, and in such event, Refinitiv shall have no liability to compensate Seller for any loss of profits. 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.

17. 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.

18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce 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 not exclusive. In the event of default or breach by Seller, Refinitiv, in addition to any other remedies at law or in equity, shall be entitled to recover all costs and reasonable attorney’s fees.

20. Governing Law. The laws of Switzerland (without regard to conflicts of laws) govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable and exclusive jurisdiction of the Courts of the Canton of Zurich, Switzerland. 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 stay in effect.

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. Licensing of Products. Refinitiv may use any Products and Services to the extent necessary to perform its obligations or by Refinitiv’s use of the Products and Services; (e) the Products and Services are free of all liens and encumbrances and there are no arrears, fees or taxes which could affect title or ownership of the Products and Services; (f) Seller has the right to sell the Products and Services; (g) the Products and Services are free of material defects and will operate in accordance with the specifications, in any country, while in that country, as the laws and regulations may change from time to time.

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 and shall not be modified except in writing signed by the parties that expressly refers to this PO. 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 on behalf of Seller and its Affiliates, subject to the limitations and exclusions of liability contained in this Agreement and provided that the parties 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.