The PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions. "Affiliate" means any business entity from that, through direct or indirect control, is controlled by, or is under common control with Financial & Risk US Holdings, Inc., Financial & Risk UK Parent Limited or that is a successor (whether by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to Financial Refinitiv Holdings Limited or its business and assets, 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 will provide such Products and Services as set forth in the Order. The Order will comply with the timing, planning, milestone, and funding requirements as set forth in the Order. In the event of any conflict between the terms of any Order and this Agreement, the terms of the Order will control. Seller will 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, 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.

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 an itemized Product and Services list. Shipping terms are 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. Transfer of title to the Products shall occur immediately upon delivery to Refinitiv.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’s Product receipt and receive a full refund of the purchase price. Products must be returned to Seller in new, marketable condition as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. No claims for returns accepted after six months of Refinitiv’s Product receipt will occur at Seller’s discretion; Refinitiv may, in its sole discretion, refuse to return the Products 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 Products are D.A.P. Destination (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.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 Refinitiv’s normal operations at all times. Seller will maintain in full force and effect insurance sufficient to cover all damages, liabilities, and obligations arising from or related to the PO.

6. Environmental, Health and Safety Laws and Other Standards. The Seller is deemed to understand the purpose for which the Products and Services will be used by Refinitiv. Products and Services shall comply with all environmental, health and safety laws and other standards applicable in Belgium.

7. Pricing. Prices shall be as specified in the related Order. Seller shall promptly inform Refinitiv of all quantity and other discounts, price reductions, and promotions available from Seller for which Seller is or may become eligible. Provided otherwise specifically permitted in this PO, there will be no change 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 Services. Refinitiv agrees to pay Seller on the Monday following net 60 days of Refinitiv’s receipt of an invoice. Notwithstanding the foregoing, all claims for money due or to become due to Seller from Refinitiv shall be subject to deduction by Refinitiv for any setoff or counterclaim arising out of the PO. Refinitiv is entitled to make payments to Seller via any Refinitiv-designated procurement card, company cheque, or Electronic Funds Transfer (“EFT”). Seller will not invoice for any services, labor or disbursements until such time as such goods or services have been delivered to and accepted by Refinitiv. The goods and services shall be free of any duties and taxes, and Allegiance will be used and disclosed by Seller only to the extent necessary for its performance of this PO. The Seller shall comply in all respects with any applicable data protection related legislation. This Section 11 shall not apply to Sensitive Information that the Seller can demonstrate (a) is protected by any applicable law or regulation; (b) is solely the property of Seller or to whom it transmits the Sensitive Information; (c) is protected by any applicable law or regulation; (d) is known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Seller; or (e) 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, title, right, and interest in all work product related to the Services (including, without limitation, all intellectual property rights in such work product and concerning any form or type of exploitation, whether existing now or in the future; whether or not registered and all applications and renewals for the same) from the moment the said rights come into force and, for the duration of the validity of the rights. The counterparty of this assignment is included in the price to be paid by Refinitiv to the Seller. The Seller agrees to provide its assistance to Refinitiv to make any declaration and sign any documents which would be useful to Refinitiv, to prove, register or ensure in any possible, in every country, the assignment of said rights, covered by the present Section.

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 or 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 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 forthwith 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 immediately cease all work and return all work in progress, all tools, materials, and other goods obtained by Seller under this PO. Refinitiv may, in its sole discretion, require all remaining Goods to be used by Seller and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination and for work in process required for delivery to Refinitiv. Notwithstanding any other provision of this PO, Seller agrees that it will not assign, assign or otherwise transfer any of its rights, obligations, or duties under this PO to any third party. For permitted subcontracts, assignments, or other transfers of rights, Seller shall give prior written notice to Refinitiv, requesting the actions for which the Seller is authorized to act on behalf of Refinitiv. 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 representing the parties and assigns of the parties, and all rights and 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. For each such transfer, Refinitiv will require a satisfactory certificate of good standing, sureties in an amount satisfactory to Refinitiv, and 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 representing the parties and assigns of the parties, and all rights and 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 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 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, to the extent permitted by law.

20. Governing Law. The laws of Belgium (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 Courts of Brussels.

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 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 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.

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 or willful misconduct.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as if it were a party to this PO, 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.