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 constitute the Relevancy Information (collectively, the “PO”) is between the Affiliates 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 & Risk US Holdings, Inc, Parent Limited or that is a successor (including, without limitation, by change of name, dissolution, merger, consolidation, reorganization, sale, or other disposition) to such any business entity or its predecessors and assigns. “Products” means the equipment, materials, and other objects purchased 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 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 overdeliveries 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, dates, or other terms. If such changes are not in the shipping test 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 Freight Included, specified or otherwise directed, immediately after receipt of the Product (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Seller.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’s receipt and receive a full refund, except that the Products must be in their original packaging and in resaleable condition as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. For all permitted returns, Seller shall notify Refinitiv of its intent to return Products to Seller (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 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 disruptions to Refinitiv’s operations. Seller shall ensure that all employees involved in the Services’ performance are in compliance with Refinitiv’s Chain Ethical Code, as it may change from time to time.

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 quantity and other discounts, price reductions, and promotions available from Seller for which Refinitiv is or may become entitled. Seller shall submit, at least 24 hours of Refinitiv’s notification, Seller shall 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 F.O.B. destination (INCOTERMS 2010). The shipping terms for all other Product returns are E.W.W. Origination (INCOTERMS 2010).

8. Invoicing; Payment; Taxes. Seller will invoice Refinitiv following its shipment of the Products or its performance of the Services. Refinitiv agrees to pay Seller on the Monday following no later than 60 days of Refinitiv’s official receipt of Seller’s undisputed invoice. Notwithstanding the foregoing, all claims for money due on or after the 30th day from Refinitiv’s receipt of any invoice issued by Seller for Products or Services shall accrue interest at a rate of 2% above the Prime Rate, prevailing at the time for such interest, until paid. Seller agrees to accept only a check or wire transfer as payment from Refinitiv for products and services. Refinitiv will not receive any payment other than as a result of disclosure by the Seller or anyone to whom it transmits the Sensitive Information; by Seller only to the extent necessary for its performance of this PO. Seller will hold 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 apply to and Refinitiv shall be indemnified for any information provided by Refinitiv (collectively, “Sensitive Information”), is independently developed by the Seller without use of, or reference to, the Sensitive Information.

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, judgments, settlements, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) arising from or related to, in whole or in part, any claims, actions, demands, or proceedings made against Seller or any of its Affiliates or third parties (other than Refinitiv), whether or not registered and any and all applications and renewals for such(s) trademark(s) herein or to the same, or any portion thereof; or the use or non-use of such trademark(s) or the alleged infringement or non-infringement of such trademark(s), and in no event shall Seller be liable for any of 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, tooling 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 or are based on 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 11 shall not apply to and Refinitiv shall be indemnified for any information provided by Refinitiv (collectively, “Sensitive Information”), 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 work product and/or services, and/or any software, patent, design, trademark, copyright, and/or other intellectual property rights, and/or any software, data, or other intellectual property rights, whether protected by copyright, trademark, utility model, patent, or design right or otherwise). Seller assigns, and Refinitiv shall enforce, all such rights, and all rights, titles and interests to all such intellectual property rights and all Applications and related works, 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 contracts in so far as such orders or contracts 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 work in progress required for delivery to Refinitiv. Notwithstanding any other provisions of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

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 employee benefit plans, programs, or other privileges or benefits that may be available to employees of Refinitiv. Seller has no authority to assume or create any obligation, express or implied, on behalf of Refinitiv. If applicable, Seller will 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 for the Products or Services as identified on the Order (”Refinitiv”) and the supplier of Products or Services (“Seller”).

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.

19. Remedies; Attorney Fees and Costs. Refinitiv’s remedies and remedies in this PO are cumulative and in addition to any other remedies; Refinitiv may enforce any of them separately or in combination. 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 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 packing slip, which conflict with the terms of this PO are deemed superseded by this PO. Licensable 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.