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 & Risk US Holdings, Inc., Financial & Risk UK Parent Limited or that is a successor (including, but not limited to, 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 Order. “Services” means the services that are provided by Seller, including, without limitation, training, installation, integration, and maintenance and support, as identified in the 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 upon execution of the PO. If Seller fails to timely indicate acceptance of the PO, or if the PO is otherwise not acceptable to Seller, the PO will be deemed to be rejected by Seller. Seller is entitled to make payments to Seller via any Refinitiv provided bank account. Seller will assign and provide to Refinitiv, a Return Materials Authorization or Return Material Authorization (RMA) number. If the return is due to Refinitiv’s error, the shipping terms for the returned Product are D.D.P. Destination (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.W. Origin (INCOTERMS 2010).

3. Delivery of Products. Unless otherwise requested or authorized by Refinitiv on or before the delivery date, Seller shall fill 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 Product. 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.

4. Returns. Refinitiv may return Products to Seller within six months of Refinitiv’s PO receipt and receive a full refund, except that the Products must be in their original packaging and in condition for resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. For all permitted returns, Refinitiv shall notify Seller of its intent to return 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. Origin (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures: Insurance. If the Services are performed at a Refinitiv location, Seller 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 business operations at all times. Seller shall comply with Refinitiv’s Supply Chain Ethical Code, as it may change from time to time. Refinitiv’s Supply Chain Ethical Code is incorporated into this PO by this reference and is posted at https://www.refinitiv.com/en/supplier-portal/supply-chain-ethical-code.html. Seller shall maintain, at its sole cost and expense, insurance sufficient to cover all damages, liabilities and obligations arising from or related to the PO.

6. Material Safety Data Sheets or Equivalent Information. For all potentially hazardous Products or Services, the Seller shall submit information, including Material Safety Data Sheets where they exist, to Refinitiv’s Risk Management Group, which shall maintain a minimum provide the information necessary to comply with the environmental, health and safety laws applicable in the jurisdiction for which the Product or Services 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 eligible. Unless otherwise specifically permitted in this PO, there is no additional price reduction for additional to any other rights and remedies provided in law or equity. In any action brought under 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 may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) arising from such Losses (or actions in respect thereof) are related to a breach by Seller of any representation, warranty, covenant or agreement made by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv, 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. The parties intend that (a) Seller shall perform all Services in a professional and workmanlike manner, and (b) the PO is to be considered “work made 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 work made for hire, the result of an employment to invent, or otherwise, all work product, including software, inventions, software, 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. 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 at Refinitiv’s sole discretion.

13. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The execution and performance of the Services, the Services and all interests, profits and property rights of the Services, are and shall remain the sole property of Seller. Seller is and remains an independent contractor and is not an employee or agent 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 supplies in connection with the performance of this PO and will promptly return and/or cancel all existing orders and terminate all subcontracts 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 termination of the work in the performance of this PO, Seller agrees 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 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 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 agrees that it shall comply with all applicable government rules and regulations as they are, or may from time to time, be published, including, but not limited to, FAR 52.244-6 (available at www.acquisition.gov), as applicable. Specifically, Seller agrees to comply with the following regulations, as applicable, in their entirety: Equal Employment Opportunity and Affirmative Action.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and additional to, and not in lieu of, all other rights and remedies under the law of any country. 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 shall be New York County. If the purchaser is a Canadian company, the laws of the Province of Ontario (without regard to conflicts of laws), 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.