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 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., 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 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 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 Seller's performance of all its obligations hereunder.

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 repackage 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 Product 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 ordered or that are not returnable unless in the case of a defective product. For all permitted returns, Refinitiv shall notify Seller of its intent to return Products within 24 hours of Refinitiv's notification, Seller will assign and provide to Refinitiv, a Return Material 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 will 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, 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 may become eligible. Unless otherwise specifically permitted in this PO, there is no additional discount, price reduction, or promotion for bulk purchases.

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 official receipt of Seller's undisputed 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 check, or Electronic Funds Transfer ("EFT"). Prices do not include any sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Seller will separately state them on the invoice. However, if Refinitiv provides Seller with a direct pay permit number, then Refinitiv will pay the applicable taxes. Refinitiv has no obligation to pay any taxes or fees that are based on Seller's net income.

9. Warranties. Seller represents and warrants to Refinitiv that: (a) it is an entity validly existing under applicable laws and having full power and authority to enter into and to perform all its obligations hereunder; (b) Seller's performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; (c) no third party intellectual property rights are violated by Seller performance of its obligations or by Refinitiv's use of the Products and Services; (d) the Products and Services are free of material defects and will operate to Refinitiv's satisfaction in accordance with the PO; (e) the Products and Services are suitable for the intended purpose, if the purpose is made known to Seller and Refinitiv relies on Seller's judgment and selection; (f) the Product is new and not used, reconditioned, or refurbished; and (g) it will perform the Services in a professional and workmanlike manner. The foregoing represents the entire agreement between Seller and Refinitiv, and provides for the exclusive remedy of Refinitiv. Seller must keep a record of all transactions and shall retain all documentation to support the claim. If any claim is filed by Refinitiv, Seller's failure to satisfy these representations and warranties, without limitation to Refinitiv's other rights and remedies, Seller at its own expense, will promptly repair or replace the Product with new conforming product or reperform the Services, as applicable; provided however, that 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") insofar as such Losses (or actions in respect thereof) are related to a breach by Seller of any representation, warranty, covenant or obligation made by Seller hereunder or by any breach of its obligations hereunder.

11. Confiden@@CIAL Information; Rights Assignment. All information (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 in connection with the performance of Services, studies or other documents prepared by Seller or its representatives which contain or which 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 hereunder solely on behalf of and for the benefit of Refinitiv, and not for the benefit of Seller or any of its affiliates. The parties further intend that (b) the Product be deemed to be sold on a "work made for hire" pursuant to 17 U.S.C. Section 101 (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 but not limited to, all new inventions or 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 employee of Seller representing Seller are not and are not deemed to be employees, agents, partners, joint ventures, copartners, or subcontractors of Refinitiv. Refinitiv does not have any right to control or direct the manner of the performance of Services. Seller shall be deemed to have indicated acceptance of an Order and this PO and Seller is responsible for the selection and supervision of all its employees and for all acts performed by any such employees while in the performance of its obligations hereunder.

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 or destroy all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to Refinitiv. 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 of Services. Notwithstanding the foregoing, 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 the prior written consent of Refinitiv, which will not be unreasonably withheld or denied. 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 and its employees and contractors shall comply with all laws, regulations, rules, and guidelines applicable to the formation and performance of this PO, the order, and any other props which may become eligible. Unless otherwise specifically permitted in this PO, there is no additional discount, price reduction, or promotion for bulk purchases.

19. Remedies; Attorney Fees and Costs. Refinitiv's rights and remedies in this PO are cumulative and in addition to any other rights provided by law or equitable remedies to which Refinitiv may be entitled 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 is New York City. Notice that 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 régit 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.