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, 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 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 (and shall be contractually bound hereunder) by commencement of performance hereunder. The parties intend that (a) Seller shall perform all Services and deliver all Products as identified in the PO; (b) the PO shall be “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 specially commissioned work. Whether the work product is considered to be a “work made for hire,” the result of an employment to invent, or otherwise, all work product, including without limitation and all 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.

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 shipping, 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 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 will 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. Originating (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 Ethics Code, as may change from time to time. Refinitiv’s Supply Chain Ethics 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 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 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 charge 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 the Services. Refinitiv agrees to pay Seller on the Monday following not 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. PO 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 has the right to enter into, and is authorized to perform under, the PO 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; (g) the third party intellectual property rights are violated by Seller performance of its obligations or by Refinitiv’s use of the Products and Services; (e) the Products and Services meet all material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (f) 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; (j) the Product is new and not used, refurbished, or reconditioned, and (j) it will perform the Services in a professional, workmanlike manner and to the highest industry standards at the time of performance. If Seller fails 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”) as to such Losses (or actions in respect thereof) are related to a breach by Seller of any representation, warranty, covenant or other obligation of Seller hereunder or by any breach of any condition or covenant hereunder, or that is a result of any action or inaction by Seller or its employees or agents or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Confidential Information; Rights Assignment. All information (including but not limited to materials, systems, software, hardware, tooling and equipment) and information acquired directly or indirectly by Refinitiv, as identified in the PO, represents, in whole or in part, the intellectual property of Seller. Refinitiv shall have the exclusive ownership of all such information and shall use such information only for the purpose of fulfilling the PO. The parties agree that (a) Seller shall permit all Services personnel to access and use such information as necessary to perform all services and (b) the information shall continue to be protected and treated as confidential information. Further, Seller shall at all times comply with Refinitiv’s policies and procedures with regard to any personal information it is to receive and handle pursuant to this PO. Seller shall assign all right, title and interest to all work product related to the Services.

12. Non-Use of Personal Information. Seller shall not, and shall not allow any employee or agent of Seller or any Subcontractor to, collect, use, disclose, or otherwise handle any information obtained from the performance of this PO, except to the extent necessary for performance of this PO. If Seller receives any personal information from a third party or any person associated with a third party, Seller shall notify Refinitiv promptly, with a copy of the information received and an explanation of how Seller obtained the information. If Refinitiv requests, Seller shall take reasonable steps to prevent the further use of personal information that is not necessary for performance of this PO.

13. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The execution and performance of Seller’s obligations are personal to Seller’s authorized personnel and no employees of Refinitiv or its affiliates, employees, agents or representatives will be deemed to be Seller’s agents, adjusters, or representatives. No employee, agent or representative of Seller, including without limitation any employee, agent or representative of any Subcontractor, shall represent itself or any entity as a representative of Refinitiv. Seller shall abide by the requirements of 41 CFR §§ 60-300.100-300.106, as applicable, specifically Equal Opportunity and Affirmative Action.

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 all directly controlled and 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 the notice of termination. Refinitiv may exercise this right in whole or in part, and upon written notice, 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 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 not to use or disclose any compensated employee’s compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with Company’s legal duty to furnish information.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and not exclusive, and Refinitiv may use any one or more of its rights and remedies. In addition, in the event Refinitiv incurs all costs and reasonable attorney’s fees paid in connection with any judicial or administrative action or proceeding brought by Refinitiv, 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 County. Notice that 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 règit 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.