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 comprise the Reffffinitiv Products or Services as identified on an Order (“Reffffinitiv”) 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 any such business entity or its successors or assigns. “Products” means the equipment, materials, and other items purchased by Reffffinitiv 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. Reffffinitiv 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 delivery or installation dates, or any other term, will be effective unless authorized by Reffffinitiv in writing. Seller may not make Product substitutions or overShipments without Reffffinitiv’s prior written authorization. Reffffinitiv may from time to time request reasonable changes in the scope of the Order, including but not limited to, Reffffinitiv’s requirements, quantities, or delivery schedules. 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 Reffffinitiv 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.U.P. Destination specified, unless otherwise specified on the Order (INCOTERMS 2010). If applicable, Seller will add only actual freight costs to its invoice to Seller.

4. Returns. Reffffinitiv may return Products to Seller within six months of Reffffinitiv’s Product receipt and receive a full refund, except that the Products must be in their original packaging and in resale condition as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. For all returns, Reffffinitiv shall pay Seller within 30 days of return of a returned Product to Seller. Products are returned to Seller within 24 hours of Reffffinitiv’s notification, Seller will assign and provide to Reffffinitiv, a Return Material Authorization (“RMA”) number. If the return is due to Reffffinitiv’s error, the shipping terms for the returned Products are F.O.B. Seller, as identified in an Order (INCOTERMS 2010). The shipping terms for all other Product returns are F.O.B. Origination (INCOTERMS 2010).

5. Compliance with Reffffinitiv Procedures; Insurance. If the Services are performed at a Reffffinitiv location, Seller’s personnel will observe and comply with Reffffinitiv’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 Reffffinitiv. Reffffinitiv reserves the right to terminate any contract (without prior written notice) in the event of a material breach by Seller of its obligations under this Agreement, including but not limited to, but not limited to, a charge to Reffffinitiv for Seller to perform its obligations or for Reffffinitiv to exercise its rights under this PO.

6. Environmental, Health and Safety Laws. For all potentially hazardous Products and/or Services, the Seller shall submit information to Reffffinitiv’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 Reffffinitiv of all quantity and other discounts, price reductions, and promotions available from Seller for which Reffffinitiv is or may become eligible. Unless otherwise specifically permitted in the Order, Seller will, unless otherwise specifically permitted in the Order, not make Product substitutions or overShipments without Reffffinitiv’s prior written authorization. In the event Reffffinitiv elects 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 Reffffinitiv harmless from all claims, actions, demands, or proceedings made against Reffffinitiv ("Claims") or any liabilities, losses, damages, costs, expenses, fees, or other obligations. Seller will, unless otherwise specifically permitted in the Order, not make Product substitutions or overShipments without Reffffinitiv’s prior written authorization. In the event Reffffinitiv elects to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

11. Sensitive Information. All goods (including but not limited to materials, systems, software, hardware, tools and equipment) and information acquired directly or indirectly (including, without limitation, oral, written, visual, graphical, and electronic information), by Seller from Reffffinitiv, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or reflect such information provided by Reffffinitiv (collectively, “Sensitive Information”), shall be held in confidence and shall remain the exclusive property of Reffffinitiv, 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 any information disclosed by the Seller to its authorized employees or representatives (or any of their Affiliates) unless such information otherwise reflects such information provided by Reffffinitiv or is obtained from a third party other than as a result of disclosure by the Seller or anyone to whom it transmits the Sensitive Information; (b) was known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Seller; (c) is independently developed by the Seller without use of, or reference to, the Sensitive Information.

12. Rights Assignment. Seller hereby assigns to Reffffinitiv 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 or otherwise transfer any of its rights or obligations under this PO and all applications and renewals for the same) and waives or shall procure the waiver of all moral rights in relation to such work product.

13. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of Reffffinitiv, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Reffffinitiv, which consent may be withheld.

14. Independent Contractor. Seller is a nonexclusive independent contractor to Reffffinitiv. The employees or agents of Seller who are not employees of Reffffinitiv and are not eligible to participate in any of Seller’s benefit plans or programs or to be insured under any of Seller’s insurance programs. Seller has no authority to assume or create any obligation, express or implied, on behalf of Reffffinitiv.

15. Termination. Reffffinitiv 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 cancel all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to this PO. Reffffinitiv shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Reffffinitiv prior to Seller’s receipt of the notice of termination and work in process required for delivery to Reffffinitiv. 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.

16. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Reffffinitiv, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Reffffinitiv is void. For permitted subcontract 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. Reffffinitiv 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’ respective successors and permitted assigns.

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. Seller shall maintain all the consents, licenses and permissions to enable the provision of the Services and/or provision of the Products.

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. Reffffinitiv’s rights and remedies in this PO are cumulative and in addition to all other rights and remedies, including, without limitation, without limitation, 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 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.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or other public advertisement, which conflict with the terms of this PO are deemed superseded by this PO. Licenses, terms, which may accompany Products, will supplement the terms of this PO where the terms do not conflict. If Seller and Reffffinitiv 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 any written or oral 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.

24. Rights of Third Parties. Affiliate of Reffffinitiv may enforce the terms of this PO against the Seller as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999, as amended from time to time, subject to the limitations and exclusions of liability contained in this Agreement and provided that the terms of this PO do not 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 under the Contracts (Rights of Third Parties) Act 1999, as amended from time to time, or otherwise.