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 ("Refrinitiv") 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 Holdings Limited, and any of its successors, indirectly or directly, through any consolidation, reorganization, sale, or any 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 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 have been indicated to have accepted an Order in this PO by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, delivery, or installation dates, or any other term, will be effective unless authorized by Refinitiv in writing. Seller may not make Product substitutions or overshipments 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, delivery schedules, testing 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 ship 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 consignments, and use his best efforts to ensure that each Product and any additional equipment, software, and/or Services are shipped directly to the D.D.P. Destination, unless otherwise specified on an Order (INCOTERMS 2000). 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 as resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. For all other returns, Refinitiv shall give Seller written notice of the Product to return 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.D.U. Destination (INCOTERMS 2000). The shipping terms for all other Product returns are E.W.W. Origin (INCOTERMS 2000).

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller shall maintain and complete all the records and reports required by law and shall comply with all 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/supplierportal/supplychain-ethical-code.html](https://www.refinitiv.com/en/supplierportal/supplychain-ethical-code.html).

6. Warranty Claims. 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.

7. 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 governmental, health and safety laws applicable in the jurisdiction for which the Product or Service is intended.

8. 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 Buyer is eligible and which do not change the basic prices for materials purchased, and its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; (d) no 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 are free of all liens and encumbrances and there are no actual or threatened claims, actions, suits or proceedings against Seller or any of its employees, agents or subcontractors in respect of the Products or Services; (f) no trademark, service mark or other designation, if any, has ever been registered in the United States or in any other country, and none are eligible to be so registered; (g) the Products and Services are free of all material defects and will operate to Refinitiv’s satisfaction in accordance with the PO; (h) 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; (i) the Product is new and not used, remanufactured, or reconditioned; and (j) it will perform the work and will perform it in a manner consistent with its representations, warranties, covenants or other agreements made by it hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of the 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 (including but not limited to oral, written, visual, graphic, and electronic information), by Seller from Refinitiv or other third parties, and any other non-public information, including, but not limited to, any information, ideas, inventions, data, technical or business information, custom by Seller, its representatives or any other party 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 as a contractor, (b) that any work product arising from such Services shall be deemed to be "work made for hire" or "a commissioned work" pursuant to article 40 of Law 6683 (Author's Rights Law) and article 4 of Law 6867 (Costa Rican Patent Law) or 17 U.S.C. Section 101 (the "Copyright Act") as applicable, and (c) that such work product be deemed to be a specially commissioned work produced directly on commission of Refinitiv. 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 all copyright, patent rights 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 logos of Seller, or any other information about the Services, without prior written consent of Refinitiv and it 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 accepted an Order in this PO by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, delivery, or installation dates, or any other term, will be effective unless authorized by Refinitiv in writing. Seller may not make Product substitutions or overshipments 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, delivery schedules, testing protocol or destination. Seller shall implement such changes unless materially burdensome to Seller; the applicable Order will be amended to accommodate such changes.

13. 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 benefits or privileges given or extended by Refinitiv, or by operation of law, to Refinitiv employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Refinitiv.

14. Termination. Refinitiv may terminate the performance of work under this PO in whole or in part at any time upon 5 business days advance written notice, by written notice to Seller. Upon receipt of such notice, Seller shall, at Refinitiv’s direction, 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 any all existing orders and terminate all subcontracts in so far as such orders or subcontracts are chargeable to this PO. Refinitiv, in its sole discretion, may procure Products and Services from Seller by issuing an Order to Seller, 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.

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 consent may be withheld at Refinitiv’s sole discretion.

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 accordance with the Federal Acquisition Regulation, commercial-item subcontractors to Refinitiv on federal contracts are covered by FAR 52.244-6 (available at [www.acquisition.gov/far](http://www.acquisition.gov/far), as applicable.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and additional to any rights and remedies provided in law or equity. In any action brought 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 law) govern all matters arising out of or related to this PO; the jurisdictional venue is New York City, New York. 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. If the purchaser is a Costa Rican company, the laws of the Republic of Costa Rica (without regard to conflicts of laws), govern all matters arising out of or related to this PO. 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 Spanish language and the Spanish-language version shall govern all interpretation of the Agreement.

22. Severability. If any PO provision is held invalid or unenforceable, such provision will be deemed severed and the balance of this PO will not be affected thereby, provided that 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. 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.