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 Refinitiv products and Services, collectively the Affiliate 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 lines and assets. "Business Day" means any day of the week from Monday to Friday which is other than a public holiday recognized in the country, as the laws and regulations may change from time to time.

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 by commencement of performance hereunder. No changes by Seller to an Order, including adjustment of the price, quantity, or the 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 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 Products. Seller must identify all shipments, shipping papers, invoices, and corresponding (if any) Delivery Order or Subcontracting Orders or Seller’s list. Shipping area & 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 packing 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 shall be in full compliance with all Refinitiv 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 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 Refinitiv of all quantity and other discounts, price reductions, and promotions available from Seller for which Product is intended. Refinitiv may purchase Products and Services from any of Sellers 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.

8. 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 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 or Services rendered hereunder and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination and for work in process required for delivery to Refinitiv. Notwithstanding any other provision of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

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 threaten are related to a breach by Seller of any representation, warranty, covenant or agreement made by it hereunder or any injury or damage caused by Seller or the Products or Services during the performance of its obligations hereunder.

11. Confidential Information; Rights Assignment. All goods (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 or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv, shall be held in confidence by the Seller and shall remain the 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 a “work made for hire” pursuant to Law No. 15 of August 10, 1994 (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 all copyright, patent rights and other intellectual property rights to everything therein, is the sole property of Seller. Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration, the entire worldwide exclusive right, title, and interest to all work product related to the Services. Even though this document constitutes the assignment of any and all intellectual property rights resulting from this PO, Seller hereby agrees to sign any document that would be deemed required to record in any public office the assignment to Refinitiv of any intellectual property right arising from this PO as set forth in this clause. It is understood that no payment for the transfer to Refinitiv of any intellectual property right pursuant to this assignment will be owed to the Seller.

12. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or logotypes used in connection with the performance of this PO, or otherwise 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.

13. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The employees or agents of Seller are not employees of Refinitiv and to the extent this is not in breach of any applicable laws, 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 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. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or logotypes used in connection with the performance of this PO, or otherwise 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.

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 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, as applicable).

19. Remedies; Attorney Fees and Costs. 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 is entitled to receive all costs and reasonable attorney’s fees.

20. Governing Law. The PO shall be governed by laws of the Republic of Panama.

21. Language. At the request of the parties, the official language of this Agreement and all communications and documents related 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 deleted from this PO and replaced by a valid and enforceable provision which so far as possible achieves the same purpose as the invalid or unenforceable provision. Any other provision of the PO’s provisions will stay in effect.

23. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflicts 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 or are otherwise applicable. If 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.