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 clearly indicate the Seller as the manufacturer or producer (collectively, a "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., or 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 predecessor in interest. "Products" means the equipment, materials, and other goods covered by the PO or order dispatched 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. "Refinitiv" refers to Refinitiv Limited, unless otherwise specified on 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. It is time 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, 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 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.P.U. Destination specified on the PO (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 packing and in resaleable condition. Seller may return Product to Seller, at Seller's expense, if a defect is discovered within 24 hours of Refinitiv's notification. Seller shall 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 F.O.B. Destination specified on the PO (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.W. Origination (INCOTERMS 2010).

5. Compliance with Refinitiv Procedures; Insurance. If the Services are performed at a Refinitiv location, Seller's 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 disruptions to Refinitiv's 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-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. Environmental, Health and Safety Laws. For all potentially hazardous Products and/or Services, the Seller shall submit information 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 Refinitiv is or may become eligible. If Seller fails to provide the required documentation within 14 days of Refinitiv's request, Refinitiv may terminate the PO in whole or in part. The Seller shall return any excess materials, software, or services to Refinitiv at Seller's cost and risk and shall not 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 no 60 days of Refinitiv's official receipt of Seller's undisputed invoice. Notwithstanding the foregoing, all claims for money damages due on a PO shall be subject to setoff or recoupment by Refinitiv from the PO, in any order, for (a) any amounts due or to become due to Seller or to persons or property during the performance of its obligations hereunder.

9. Warranties. Seller represents, warrants and undertakes to Refinitiv that: (a) it is an entity validly existing under applicable laws; (b) it has all necessary right, title, license and authority to enter into the PO and to perform all its obligations hereunder; (c) Seller's performance of all its obligations hereunder does not violate any law, validly enacted statute, rule, regulation, or order, or any validly issued operating, professional and workmanlike manner, consistent with the highest industry standards. In the event that such Product or Service fails to satisfy these warranties, representations and conditions, without limitation to Refinitiv's remedies or otherwise, it is Seller's sole responsibility to 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, or proceedings made against Refinitiv ("Claims") or any liabilities, losses, damages, costs, fees, expenses, or other sums of money due or to become due to Seller, as may arise from or relate 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 are based upon such information or any breach of the warranty or representation made by Seller to Refinitiv. In no event shall such Claims or Losses be 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 to persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All products (including but not limited to materials, systems, software, hardware, tools 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 are based upon such information or any breach of the warranty or representation made by Seller to Refinitiv. In no event shall such Claims or Losses be 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 to persons or property during the performance of its obligations hereunder.

12. Rights Assignment. Seller hereby assigns to Refinitiv 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 and any other rights and remedies, Seller at its own expense, will promptly repair or replace the Product, if the return is due to Refinitiv's error, the shipping terms for the returned Products are F.O.B. Destination specified on the PO (INCOTERMS 2010). The shipping terms for all other Product returns are E.X.W. Origination (INCOTERMS 2010).

13. Compliance with Laws. The Surety must 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.

14. Non-Objection. 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.

15. Remedies; Attorney Fees and Costs. Refinitiv's rights and remedies in this PO are cumulative and in addition to all other rights and remedies, which if real any action brought under this PO, Refinitiv is entitled to receive all costs and reasonable attorney's fees.

16. 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.

17. 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.

18. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire agreement among the parties and supersedes all prior 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.

19. Rights of Third Parties. Any Affiliate of Refinitiv 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, with respect to the relations subject to the PO, and provide to any such third party beneficiary rights and remedies in respect of either that the parties to the PO may cancel or 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 Sures (Rights of Third Parties) Act 1999, as amended from time to time, or otherwise.