The Purchase Order Terms and Conditions together with its purchase order(s) (the “Order(s)”, user manuals, training instructions, system manuals, specifications and all other Seller materials, products, Services and/or any documents, papers, invoices, and correspondence with the order number and an itemized Product and Services list. Shipping terms are D.O.D. (named place of 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 return the responsibility for return freight at the original packing specifications or for resale as new; Products that are custom or obsolete are not returnable except in the case of a defective Product. Refinitiv shall notify Seller in writing of any readjustment to the price if Refinitiv is aware of the Product 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 (named place of destination) (INCOTERMS 2010). The shipping terms for all other Product returns are E.W.X. 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 set 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 can be accessed at the following internet reference: 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 out of or in connection with the Services.

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. Unless otherwise specifically permitted in the PO, there is no additional charge to Refinitiv for performing its obligations or for Refinitiv to exercise its rights under the 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 following not 60 days of receipt of the invoice and payment is due within 30 days of invoice. Late fees and interest on overdue accounts may be withheld. Interest to accrue on a monthly basis.

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 this Agreement and to perform its obligations hereunder; (c) the information, documents and other data provided by the Seller does not violate any applicable law, statute, regulation or ordinance; (d) no third party intellectual property rights are violated by Seller’s performance of its obligations or by Refinitiv’s use of the Products or Services; (e) the Products and Services are free of all liens and encumbrances and there are no actual or threatened claims pending that could have a material adverse effect on Seller’s ability to perform its obligations hereunder or on Refinitiv’s enjoyment of the benefits of this Agreement; and (f) it has appropriate agreements with its employees and contractors to perform its obligations under the PO; (g) the Products and Services are free of all material defects and will operate as described in all sales literature, technical specifications, and other written materials furnished to Refinitiv by Seller; (h) the Products and Services are free of all liens and encumbrances, whether existing or acquired directly or indirectly (including but not limited to, applicable taxes); (i) the Products and Services are free of material defects and will operate as described in the sales literature, technical specifications, and other written materials furnished to Refinitiv by Seller. Seller’s representations, warranties and undertakings shall be deemed to have indicated acceptance of an order 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 on an Order.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, or proceedings made by Refinitiv (“Claims”) or any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) (“Losses”) insofar as such Claims or Losses are related to any act or omission, or willful misconduct of Seller or its employees, subcontractors or agents or a breach by Seller or its employees, subcontractors or agents of any representation, warranty, covenant or agreement made or performed by Seller or its employees, subcontractors or agents in connection with the Products or Services or by any injury to persons or property during the performance of the obligations hereunder.

11. Confidential Information. All goods (including but not limited to, materials, systems, software, hardware, tools and equipment) and information acquired directly or indirectly (including but not limited to, materials, systems, software, hardware, tools and equipment) from time to time by Seller and its employees, subcontractors or agents under the PO, or otherwise furnished to Seller or its employees, subcontractors or agents by Refinitiv or otherwise obtained by Seller or its employees, subcontractors or agents from Refinitiv, from time to time and requested by Refinitiv, from time to time as identified in the PO, or otherwise furnished to Seller or its employees, subcontractors or agents under the PO in whole or in part, shall be held in strict confidence and shall not be used for any purpose other than for the exclusive benefit of Refinitiv, and will be and shall be used and disclosed by Seller only to the extent necessary for its performance of the PO, and not and without the written consent of Refinitiv. This Section 11 shall not apply to Confidential Information having been independently developed by Seller or its employees, (i) which demonstrates (a) is or becomes generally available to the public other than as a result of disclosure by the Seller or anyone to whom it transmits the Confidential Information; (b) was known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Seller; or (ii) is independently developed by the Seller without use of, or reference to, the Confidential Information. This Section 11 shall survive the expiration or termination of the performance of work under the PO.

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 in all work product related to the Services (including, without limitation, all intellectual property rights in such work product whether existing now or in the future; whether or not registered and all applications and renewals for the same) and will transfer the warranty of all moral rights in relation to such work product.

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

14. 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 pension, profit sharing, welfare or other plans maintained by Refinitiv. Seller has no authority to assume or create any obligation, express or implied, on behalf of, Refinitiv.

15. Termination. Refinitiv may terminate the performance of work under the PO in whole or in part in the event of a breach of this Agreement by Seller. Refinitiv will have the right to terminate this Agreement in the event of (a) nonpayment of any amount otherwise due or to become due to Refinitiv which remains unpaid unless otherwise directed, immediately discontinue all work and the placing of all orders for materials, supplies and equipment in connection with the performance of the PO and will promptly cause any such orders and contracts to terminate and all subcontracts in so far as such orders or subcontracts are chargeable to the PO. Refinitiv shall have no liability to Seller beyond payment of any balance owing for materials purchased hereunder delivered and to and accepted by Refinitiv prior to Seller’s notice of termination. Notwithstanding any other provision of the 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 the 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. Refinitiv shall be entitled to subcontract, assign or otherwise transfer any of its rights or obligations under the PO to any third party. The 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.

18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce any provision is to be construed as a waiver of the provision.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in the PO are cumulative and additional to any other rights and remedies provided in law or equity. In any action brought under the PO, Refinitiv is entitled to recover all costs and reasonable attorney’s fees.

20. Governing Law. All matters arising out of or relating to the PO shall be governed by and be construed in accordance with the laws of the State of Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. Severability. If any provision of this PO is held invalid or unenforceable, such provision will be deemed deleted from the PO and replaced by a valid and enforceable provision which so far as possible achieves the parties’ intent in agreeing to the original provision. The remaining provisions of the PO will in effect stay.

22. Supreme Court. Any purported terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of the PO are deemed superseded by the PO. Licensing terms, which may accompany Products, will supplement the terms of the PO where the terms do not conflict. If the Licensing terms conflict with the terms of the PO, the terms of the PO will take precedence. If Seller and Refinitiv have a signed agreement for Products and Services, then the terms of such agreement will take precedence.

23. Entire Agreement. Except as otherwise allowed in Section 22, the 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 both parties. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit.

24. Notice. Notices under the PO must be in writing and may be delivered by hand or registered mail to the addresses of the parties as set out under the Order. Notice will be deemed given upon receipt. The mailing address for Refinitiv is at the PO. The mailing address for Seller is at the PO. The mailing address for the receiving party is at the PO. The mailing address for any other party hereunder is at the PO.

25. Dispute Resolution. Any dispute, controversy or claim arising out of or in relation to the PO, or the breach termination or invalidity thereof, shall be referred to and finally resolved by arbitration in Singapore. All matters arising out of or relating to the incorporation of the Singapore International Arbitration Act (‘SIAC’) SIAC Rules, 2nd edition, 22 October 1997) or such amendment(s) thereto for the time being in force. The arbitration shall be conducted in the English language before a Tribunal of three (3)}