

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 ("Thomson Reuters") 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 Thomson Reuters Corporation 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 and assets. "Products" means the equipment, materials, and other goods obtained by Thomson Reuters 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.** Thomson Reuters 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 Thomson Reuters in writing. Seller may not make Product substitutions or over shipments without Thomson Reuters' prior written authorization. Thomson Reuters may from time to time request in writing, reasonable changes to the scope of the Order, including but not limited to, Thomson Reuters' 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 Thomson Reuters in writing on or before the delivery date, Seller shall fill the Order in one lot and include all documents and materials that the Products manufacturer intended to remain with the Products. For international shipments, Seller shall: (i) be the exporter of record and obtain all necessary export licenses when required; (ii) be the importer of record for the end use destination, and be responsible for all import formalities, including obtaining all applicable import licenses and permits and paying all import duties and taxes; (iii) ship all items as Incoterms Delivery Duty Paid (2020) to the final destination indicated by Thomson Reuters in its Order; and (iv) provide Thomson Reuters with copies of all international shipping documents, including commercial invoices, air waybills, export and import licenses, certifications of manufacture and/or origin. For domestic shipments, Seller shall: (a) provide Thomson Reuters with copies of all domestic shipping documentation including packing slips and shipping documentation; and (b) transfer title to goods sold by Seller to Thomson Reuters upon delivery and acceptance at the final destination indicated by Thomson Reuters in its Order. Unless otherwise agreed to in the Order, Seller shall invoice Thomson Reuters for only those freight costs actually incurred by the Seller when shipping the goods.

**4. Returns.** Thomson Reuters may return Products to Seller and may receive a full refund for: (a) any reason within 6 months of receipt of the Products; or (b) for defective Products, within 12 months of Thomson Reuters' receipt of the Products. The Products must be returned in either the original packaging or, if defective, in similarly protective packaging as received. Products that are custom or obsolete are not returnable except in the case of defective Products. For any return, within 24 hours of Thomson Reuters' notification, Seller shall assign and provide to Thomson Reuters a Return Materials Authorization ("RMA"). Seller is responsible for all related return expenses, including, but not limited to, transportation charges and any customs formalities associated with the return.

**5. Compliance with Thomson Reuters Procedures; Privacy; and Insurance.** If the Services are performed at a Thomson Reuters location, Seller personnel will observe and comply with Thomson Reuters' security procedures, rules, regulations, and policies (as updated from time to time) and Seller will use its best efforts to minimize any disruption to Thomson Reuters' normal business operations at all times. If the Seller is processing data, including personal information, provided by or on behalf of Thomson Reuters, Seller shall comply with the Privacy Exhibit incorporated into this PO by this reference and posted at: <https://www.thomsonreuters.com/content/dam/ewp-m/documents/thomsonreuters/en/pdf/global-sourcing-procurement/po-privacy-exhibit-v12-19.pdf>.

Seller shall comply with Thomson Reuters' Supply Chain Ethical Code, as it may change from time to time. Thomson Reuters' Supply Chain Ethical Code is incorporated into this PO by this reference and is posted at: <http://thomsonreuters.com/about-us/corporate-responsibility/marketplace/supply-chain-ethical-code/>. 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, 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 Thomson Reuters' 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 Products or Services are intended.

**7. Pricing.** Prices shall be as specified in the related Order. Seller shall promptly inform Thomson Reuters of all quantity and other discounts, price reductions, and promotions available from Seller for which Thomson Reuters is or may become eligible. Unless otherwise specifically permitted in this PO, there is no additional charge to Thomson Reuters for Seller to perform its obligations or for Thomson Reuters to exercise its rights under this PO.

**8. Invoicing; Payment; Taxes.** Seller will invoice Thomson Reuters following its shipment of the Products or its performance of Services. Thomson Reuters agrees to pay Seller on the Monday following net 50 days of Thomson Reuters' official receipt of Seller's undisputed invoice. Notwithstanding the foregoing, all claims for money due or to become due by Seller from Thomson Reuters shall be subject to deduction by Thomson Reuters for any setoff or counterclaim arising out of the PO. If the Seller is providing Services or Products in Japan and subject to the Law against Delay in Payment of Sub-contract Proceeds to Sub-contractors, Thomson Reuters' payment terms on undisputed invoices are 60 days from the date of delivery of the Products or the Services. Thomson Reuters is entitled to make payments to Seller via any Thomson Reuters-designated procurement card, company check, or Electronic Funds Transfer ("EFT"). Prices do not include any value added, sales, use, excise, transaction, or other similar taxes. If such taxes are applicable, Seller will separately state them on the invoice. However, if Thomson Reuters provides Seller with a direct pay permit number, then Thomson Reuters will pay the applicable taxes. All invoices must be a tax invoice in accordance with the applicable tax legislation. If the Seller is providing Products or Services in Singapore or Japan the following shall also apply: If any undisputed invoices remain unpaid after the due date for payment, the Seller's sole remedy shall be to charge interest, accruing on a monthly basis, at the annual rate of 2% above the prime lending rate of banks in Singapore. If the Seller is providing Products or Services in EMEA the following shall also apply: If any undisputed invoices remain unpaid after the due date for payment, the Seller's sole remedy shall be to charge interest, accruing on a monthly basis, at the annual rate of 2% above the base rate of HSBC Bank plc. If Seller is providing Products or Services in India and is registered in India as a Micro, Small, or Medium Enterprise under the provisions of the Micro,

Small, and Medium Enterprises Development Act of 2006 ("MSMED Act"), as amended, Seller shall inform Thomson Reuters of this classification prior to purchase of the Product(s) or Service(s) and this Section is deemed amended to comply with provisions of the MSMED Act.

**9. Warranties.** Seller represents, warrants, and undertakes to Thomson Reuters 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 applicable law, statute, regulation or ordinance; (d) no third party intellectual property rights are violated by Seller's performance of its obligations or by Thomson Reuters' 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 pending that could have a material adverse effect on Seller's ability to perform its obligations hereunder or on Thomson Reuters' enjoyment of the rights granted hereunder; (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 material defects and will operate to Thomson Reuters' 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 Thomson Reuters relies on Seller's judgment and selection; (i) the Products are new and not used, remanufactured, or reconditioned; and (j) Seller will perform the Services in a professional and workmanlike manner, consistent with the highest industry standards. In the event that such Products or Services fail to satisfy these representations, conditions, and warranties, without limitation to Thomson Reuters' other rights and remedies, Seller at its own expense, will promptly repair or replace the Products with new conforming products or reperform the Services, as applicable; provided however, that Thomson Reuters 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 Thomson Reuters 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 in respect thereof) are related to a breach by Seller or its employees, subcontractors, or agents 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. 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 Thomson Reuters, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Thomson Reuters, shall be held in confidence and shall remain the exclusive property of Thomson Reuters, 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) any work product arising from such Services shall be deemed to be a "work made for hire" pursuant to 17 U.S.C., Section 201(b) (the Copyright Act), or under equivalent law; 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 Thomson Reuters. Seller hereby assigns to Thomson Reuters and its successors and assigns, without further consideration, 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 whether existing now or in the future; whether or not registered 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.

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

**13. Independent Contractor.** Seller is a nonexclusive independent contractor to Thomson Reuters. The employees or agents of Seller are not employees of Thomson Reuters and are not eligible to participate in any benefits or privileges given or extended by Thomson Reuters, or by operation of law, to Thomson Reuters employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Thomson Reuters.

**14. Termination.** Thomson Reuters 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. Thomson Reuters shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Thomson Reuters prior to Seller's receipt of the notice of termination and for work in process required for delivery to Thomson Reuters. 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.

**15. Assignment.** Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Thomson Reuters, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Thomson Reuters 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. Thomson Reuters 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.

**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 connection with Seller's performance under this PO, if the Seller is a United States company, Seller agrees to comply with the provisions of the Federal Acquisition Regulations ("FAR") which follow, as well as those provisions of FAR 52.244-6 (available at [www.acquisition.gov/far](http://www.acquisition.gov/far)), as applicable. Specifically, Seller agrees to comply with the following regulations, as applicable, in their entirety: **Equal Opportunity and Affirmative Action.** Thomson Reuters is an Equal Opportunity and Affirmative Action Employer. Unless exempt, Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or expression or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race,

**color, religion, sex, sexual orientation, gender identity or expression, national origin, protected veteran status or disability.** If applicable, Seller shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights. If applicable, Seller shall abide by the following: **Pay Transparency Policy Statement.** Seller will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is: (a) in response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer; or (c) consistent with Seller's legal duty to furnish information.

**19. Remedies; Attorney Fees and Costs.** Thomson Reuters' 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, irrespective of its outcome, Thomson Reuters is entitled to receive all costs and reasonable attorneys' fees on a full indemnity basis.

**20(a). Governing Law – General.** If the purchaser is located in a country not enumerated in 20(b), "Governing Law by Specific Country," the following governing law and jurisdiction apply by region: If the purchaser is a company in North America, Central America, or South America, the laws of the State of New York govern all matters arising out of or related to this PO and the jurisdictional venue is New York City, New York; if the purchaser is a company in the EMEA region, the laws of England and Wales govern all matters arising out of or relating to this PO and the jurisdictional venue is London, United Kingdom; and if the purchaser is a company in the APAC region, the laws of Singapore govern all matters arising out of or relating to the PO and the jurisdictional venue is Singapore. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO and all applicable laws are without regard to conflicts of laws. The parties consent to service of process on them in any action relating to this PO by regular mail sent to the address listed in the Order.

**20(b). Governing Law by Specific Country.** The governing law and jurisdiction will apply to purchasers in the following countries, organized by region:

**Americas.**

If the purchaser is a Canadian company, the laws of the Province of Ontario, and the laws of Canada applicable therein, govern all matters arising out of or related to this PO; the jurisdictional venue is Toronto, Ontario. If the purchaser is an Argentinian company where the PO is to be executed and performed in Argentina, and thus qualified as a domestic contract, the laws of Argentina govern all matters arising out of or related to this PO; the jurisdictional venue is Buenos Aires, Argentina. If the purchaser is a Brazilian company, the laws of São Paulo and the Federal Republic of Brazil govern all matters arising out of or relating to this PO; the jurisdictional venue is São Paulo, Brazil. If the purchaser is a Chilean company, the laws of Chile govern all matters arising out of or related to this PO; the jurisdictional venue is Santiago, Chile.

**EMEA.**

If the purchaser is a Swiss company, the laws of Switzerland govern all matters arising out of or relating to this PO; the jurisdictional venue is the Canton of Zurich, Switzerland. If the purchaser is a Belgian company, the laws of Belgium govern all matters arising out of or relating to this PO; the jurisdictional venue is Brussels, Belgium. If the purchaser is a Danish company, the laws of Denmark govern all matters arising out of or relating to this PO; the jurisdictional venue is Denmark. If the purchaser is a French company, the laws of France govern all matters arising out of or relating to this PO; the jurisdictional venue is Paris, France. If the purchaser is a German company, the laws of Germany govern all matters arising out of or relating to this PO; the jurisdictional venue is Frankfurt, Germany. If the purchaser is an Irish company, the laws of Ireland govern all matters arising out of or relating to this PO; the jurisdictional venue is Ireland. If the purchaser is an Italian company, the laws of Italy govern all matters arising out of or relating to this PO; the jurisdictional venue is Milan, Italy. If the purchaser is a Spanish company, the laws of Spain govern all matters arising out of or relating to this PO; the jurisdictional venue is Madrid, Spain. If the purchaser is a Swedish company, the laws of Sweden govern all matters arising out of or relating to this PO; the jurisdictional venue is Sweden.

**APAC.**

If the purchaser is an Indian company, the laws of India govern all matters arising out of or relating to this PO; the jurisdictional venue is Bengaluru, India. If the purchaser is a Japanese company, the laws of Japan govern all matters arising out of or relating to this PO; the jurisdictional venue is Tokyo, Japan. If the purchaser is an Australian company, the laws of New South Wales, Australia govern all matters arising out of or relating to this PO; the jurisdictional venue is Sydney, Australia. If the purchaser is a New Zealand company, the laws of New Zealand govern all matters arising out of or relating to this PO; the jurisdictional venue is New Zealand.

**21. Language.** At the request of the parties, the official language of this PO and all communications and documents relating hereto is the English language and the English-language version shall govern all interpretation of the PO. À la demande des parties, la langue officielle de la présente convention ainsi que toutes communications et tous documents s'y rapportant est la langue anglaise, et la version anglaise est celle qui régit toute interprétation de la présente convention. A solicitud de las partes, el idioma oficial de este PO y todas las comunicaciones y documentos relacionados con el mismo es el idioma inglés y la versión en inglés regirá toda interpretación del PO. A pedido das partes, o idioma oficial deste PO e todas as comunicações e documentos relacionados a ele são o idioma inglês e a versão em inglês regerá toda a interpretação do PO.

**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 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. If Seller and Thomson Reuters have a signed agreement for Products or Services, such agreement supersedes the PO.

**24. Entire Agreement.** Except as otherwise allowed in Section 23, "Supremacy," 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.

**25. Rights of Third Parties.** Any Affiliate of Thomson Reuters may enforce the terms of this PO against the Seller as a third party beneficiary, subject to the limitations and exclusions of liability contained in this PO and provided 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.

**26. APAC-Specific Obligations.** For any PO governed by Singapore law, 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 in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC") (SIAC Rules, 2<sup>nd</sup> 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) arbitrators.

**27. Argentina Specific Obligations.** In addition to the terms of Section 13, "Independent Contractor," for Services performed by an independent contractor in Argentina, Seller shall be exclusively responsible for the determination of the means and methods to be used in the performance of the

required Services. Seller shall be fully and exclusively responsible for any personnel employed or destined by Seller to perform any Services hereunder. Seller shall indemnify and hold Thomson Reuters harmless from and against any and all costs, expenses, damages, detriments, sanctions, fines, penalties or liabilities of any nature (including reasonable attorneys' and any other professionals' fees) that Thomson Reuters may suffer, incur or pay, including any applicable interests until full payment, as a result, whether directly or indirectly, of any breach or delay by Seller of its duties and liabilities arising from the labor relationship with its personnel assigned to Thomson Reuters for performance of the Services hereunder, including but not limited to those duties under labor, unions, tax and social security laws. Seller must monthly provide to Thomson Reuters, copies of all salary receipts and records of the personnel assigned for performance of the Services hereunder, unless Seller is expressly exempted from such obligation by Thomson Reuters.

**28. Brazil-Specific Obligations.** Seller is solely responsible for compliance with all labor-related obligations for its staff (including any subcontractors) performing Services, directly or indirectly, under this PO, including payment of all charges for labor, social security, tax, and all other non-pecuniary liabilities arising from labor and social security legislation. Thomson Reuters is not responsible for any direct, indirect, co-liability or subsidiary liability. If Seller or its subcontractors do not fulfill its labor or social security obligations, resulting in damages to Thomson Reuters or its affiliates, then Thomson Reuters will provide written notice to Seller of such damages and Seller shall promptly reimburse Thomson Reuters. In the event that: (a) labor or civil claims are filed against Thomson Reuters concerning the Seller's employees, its subcontractors, or any other person related to Seller; or (b) Thomson Reuters is notified by Brazilian Federal Labor Department, Brazilian National Social Security Institute ("INSS"), Caixa Econômica, or any governmental body by matters related to such persons; Seller shall, within forty-eight (48) hours of notification from Thomson Reuters, intervene in the proceedings as a legitimate party, claiming for itself the obligations in addition to the PO's indemnity obligations, assuming all liabilities required, and requesting Thomson Reuters' exclusion from any suit. In the event that Thomson Reuters maintains its participation in such claims, Seller hereby undertakes, without delay or any objection or discussion, to reimburse Thomson Reuters, within forty-eight (48) hours from the receipt of notice from Thomson Reuters, for all expenses, legal fees, fines, and costs incurred on account of such lawsuits or administrative proceedings, including amounts due to possible conviction. Thomson Reuters has the right to set-off any payment, at its discretion, from pending payments due to the Seller (whether under this PO or another) in order to guarantee this reimbursement, or if Thomson Reuters has made all payments due, Thomson Reuters may charge Seller's obligations in court, thereby serving as an extrajudicial enforceable title under the applicable legislation.