The Purchase Order Terms and Conditions together with its purchase order(s) (the "Orders"), user agreements, system manuals, specifications and 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 (whether such succession occurs by merger, by consolidation, by purchase, by 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 the PO and Seller's systems, software, hardware, tooling and equipment and information, including, without limitation, all patent, copyright, database rights, trademarks, trade names, service marks, trade secrets, 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. Thomson Reuters 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.

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 delivery or performance of the Products and Services, by payment, acceptance, including, without limitation, all patent, copyright, database rights, trademarks, trade names, service marks, trade secrets, personal and professional liability, and other 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; (f) Seller's payment to and acknowledgement of all payments due hereunder; (g) Seller has the right and authority to enter into this 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 and perform the Services, as applicable; provided, however, Thomson Reuters may elect to receive a refund of all fees and expenses paid in lieu of such repair, replacement or reperformance.

3. 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 agents of Thomson Reuters for any purpose, 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. Thomson Reuters 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.

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) defective Products, within 12 months of Thomson Reuters' receipt of the Products. Seller shall repair or rework the Products that are 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 will 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 instruct its employees in these matters and to ensure that all of Seller's personnel observe and comply with such rules, regulations, and policies 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 at all times. Seller will comply with all rules and regulations of any governmental authority having jurisdiction over Seller's performance in connection with this PO, including, but not limited to, laws, rules, and regulations related to data security and privacy. Seller shall comply with all laws, rules, and regulations of any governmental authority having jurisdiction over Seller's performance in connection with this PO, including, but not limited to, laws, rules, and regulations related to data security and privacy. Seller shall not disclose, use, or refer to this Exhibit without the prior written consent of Thomson Reuters, which will not be unreasonably withheld. Thomson Reuters' responsibilities under this PO are nonexclusive, and Seller shall have the right to subcontract any or all of its rights and obligations under this PO to any third party. This PO is binding upon the parties' respective successors and permitted assigns.

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 will promptly inform Thomson Reuters of all changes in the indicated pricing, product line changes, promotions or other changes to Product price or other impacts to the PO. The prices will be binding on Seller and Thomson Reuters 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 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 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 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 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 at all times.
Acquisition Regulations (“FAR”) which follow, as well as those provisions of FAR 52.244-6 (available at www.acquisition.gov), 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 674-1.5(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, national origin, or protected veteran status or disability. If applicable, Seller shall also abide by the requirements 41 CFR §§ 60-1, 8, 14 (2010), and 26 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 shall apply 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 thereto 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 performance is to be rendered in Argentina, and if the purchaser is an Argentine company in Argentina, the laws of Argentina govern all matters arising out of or relating to this PO; the jurisdictional venue is Buenos Aires, Argentina. If the purchaser is an Argentine company in Argentina, the laws of Argentina govern all matters arising out of or relating 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 relating 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 Copenhagen, 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 Berlin, 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 Dublin, 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. English language version shall govern all interpretation and construction of this PO, unless expressly agreed otherwise.

22. Severability. If any provision of this PO 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 resolved by arbitration conducted by the Singapore International Arbitration Centre (“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) 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 methods and means 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 nonpecuniary 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 employment of Seller’s (or its subcontractors’) personnel assigned for performance of the PO; or (b) Thomson Reuters is notified by Brazilian Federal Labor Department, Brazilian National Social Security Institute (“GOSS”), 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. Thomson Reuters maintains a participation in 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 otherwise) 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.