The Purchase Order Terms and Conditions together with its purchase order(s) (the "Orders"), user agreements, system manuals, instructions, 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, is controlled by, or is under common control with Thomson Reuters Corporation or that is a successor (immediately or otherwise, by operation of law, 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, and "Services" shall include all services, including, but not limited to, installation, training, application, modification, or other services provided by Seller on a monthly basis, 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 accepted an Order by an invoice or fulfilling the PO. All performance hereunder or the making of performance of Seller, shall be complete upon the time of delivery to Buyer, which time shall include 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 (DDP) to the final destination indicated by Thomson Reuters in its Order; and (iv) ensure that the Products are properly identified as being from Thomson Reuters, 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 all goods sold by Seller to Thomson Reuters upon delivery and acceptance of 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) defective Products, within 12 months of Thomson Reuters receipt of the Products. Products may 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' operations. Seller is the sole property of Thomson Reuters. Seller will not disclose information to any third party without the prior written consent of Thomson Reuters, which consent may be withheld at Thomson Reuters' sole discretion.

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 use, excise, transaction, or other similar taxes. 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 requirements of the Products or Services. Thomson Reuters reserves the right to charge back any undisputed invoices remaining 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 MEA the following shall also apply: If any undisputed invoices remain unpaid after the due date for payment, and no charges are prepaid on a monthly basis, 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 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 provide to Thomson Reuters documentation with respect to the provisions of the MSMED Act, 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 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 is not prohibited, enjoined, restrained, restricted, or suspended by any law, rule, regulation, or court order, and will not result in any intellectual property rights violations committed 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 impact on Seller's ability to perform its obligations hereunder or on the payment of the PO; (f) all 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 perform at least as well as those described in 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 services. As applicable, provided to Thomson Reuters, Seller 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, expenses, and reasonable attorneys' fees (collectively, "Losses") arising out of or in connection with (i) Losses in excess of the limit of liability specified in this PO; (ii) any Losses in excess of the limits of liability specified in Seller's insurance policies (including Losses involving 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 or to Seller or the Products or persons or property during the performance of the obligations hereunder; (iii) any Losses arising from Seller's failure to perform its obligations hereunder or from any breach of this PO, 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 waive all the waiver of all moral rights in relation to such work product.

11. Confidential Information, Rights Assignments and Works (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 contractors 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 or otherwise related to the PO shall be the property of Thomson Reuters; (c) unless otherwise directed, immediately discontinue all work and the placing of all Orders; (d) Seller shall protect and hold confidential and non-disclose any such copyright, patent rights and/or other intellectual property rights to work product to the extent that there is so solely the property of Thomson Reuters.

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, financial report, or other publication, other than such as a direct pay or procurement contractor prior to purchase of consultant of 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, by or 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 or 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 subcontractors 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. Seller shall promptly inform the notice of any work performed after the receipt of such notice by 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, conditioned or delayed, provided the subcontractor, assignee, or transferee will be bound by the terms and conditions of this PO. Performance by any subcontractor, assignee, or transferee will not excuse performance by Seller or relieve Seller of 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, 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 any strict provision of this PO 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), as applicable. Specifically, Seller agrees to comply with the following regulations, as applicable: (i) 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 part 60-745; 5 CFR part 5; 40 CFR part 763. 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, national origin, gender identity or expression, or sexual orientation. 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, national origin, gender identity or expression, disability, age, or veteran status. (ii) Prohibition on Contractor Disadvantage. Seller agrees to comply with the requirements of 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 5, Appendix A to Part 5 regarding a notice of employee rights; (iii) 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 other employees or applicants. However, employees or applicants will not 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 employees or applicants are represented by an authorized, certified labor union or other exclusive representative. Furthermore, employees and applicants must provide the proper 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.

18. 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 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 American 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 relating to this PO; the jurisdictional venue is Buenos Aires, Argentina. 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 Brazilian company, the laws of Brazil govern all matters arising out of or relating to this PO; the jurisdictional venue is São Paulo, Brazil. If the purchaser is an Argentine company, 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 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 Dublin, Ireland. 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 Switzerland, Zürich. 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 Zürich, 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 Frankfurt, Germany. 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 Auckland, 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. All documents relating hereto are in the English language before a Tribunal of three (3) arbitrators.

22. Severability. If any PO provision is held invalid or unenforceable, such provision will be deemed deleted and the balance of this PO shall not be affected and will continue in full force and effect. Failure by either party to enforce any provision of this PO, or failure by either party to act against a breach of any provision of this PO, shall not be considered a waiver of any provision or any breach of any provision of this PO. Each party waives the right to enforce 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 documented provides conflict with the terms of this PO are deemed superseded by this PO. Licenses, 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, 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 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 (or its Affiliates) by Seller’s personnel, 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. Seller shall, within forty-eight (48) hours of receipt, provide to Thomson Reuters, details of such personal 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, 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 the 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.