

DTCC Purchase Order Terms and Conditions

1. Applicability.

(a) These terms and conditions of purchase (these "Terms") are the only terms, which govern the purchase of the goods ("Goods") by The Depository Trust & Clearing Corporation ("Buyer") from the seller named on the Purchase Order for these Terms ("Seller"). Except as otherwise agreed to herein, this Purchase Order shall be governed by any applicable provisions of the Uniform Commercial Code ("UCC").

(b) The accompanying purchase order where reference is made to these Terms (the "Purchase Order") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of this Purchase Order constitutes acceptance of these Terms. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

2. Delivery of Goods.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Buyer has the right to return any Goods delivered prior to the Delivery Date at Seller's expense and Seller shall redeliver such Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. Seller shall pack all goods for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods, including all timetables, project milestones and other requirements in this Agreement.

3. Shipping Terms. Delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, invoices, correspondence and any other documents pertaining to the Purchase Order.

4. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point.

5. Inspection and Rejection of Nonconforming Goods. Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of

replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and Seller shall refund any amounts paid.

6. Payment. Seller shall invoice Buyer after delivery of the Goods. Buyer shall pay Seller the purchase price for the Goods delivered and accepted within forty-five (45) days of receipt of an itemized invoice, except for any amounts disputed by Buyer in good faith. In the event of a payment dispute, Buyer shall deliver a written statement to Seller prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Each invoice submitted to Buyer must also include any applicable tax as part of the total amount billed. The amount of the tax must be clearly identified. If Seller is unable to satisfy these requirements, Seller shall notify the Buyer Accounts Payable Team at APINVOICES@DTCC.COM. The Purchase Order number must appear on all invoices and notices. Buyer shall not be responsible for costs or travel time, except when pre-approved in writing by Buyer. Seller is required to comply with the Buyer's Travel Policy for Consultants and Vendors ("Travel Policy"). A copy of the Travel Policy is available upon request.

Seller does hereby agree to onboard via Buyer's supplier portal and submit any and all invoices through the parties' agreed upon method, either via E-Invoicing with Buyer's procurement tool, or via email to APINVOICES@DTCC.COM.

7. Confidentiality. Each party acknowledges that material and information that has or will come into the possession or knowledge of the other in connection with this Agreement or the performance hereof may consist of confidential and proprietary data, the disclosure of which to or use by third parties would be damaging ("Confidential Information"). This Section does not apply to information that is: (a) already in possession of the public or becomes available to the public other than through the act or omission of the receiving party in breach of an obligation of confidentiality; (b) already known by the receiving party at the time of disclosure; (c) acquired independently from a third party that, to the knowledge of the receiving party, has the right to disseminate such information at the time it is acquired by receiving party; or (d) required to be disclosed under applicable law or by a governmental order, decree, regulation or rule (provided that the receiving party shall give written notice to the disclosing party prior to such disclosure, to the extent lawfully permitted to do so). Both parties agree to hold such material and information in strictest confidence, not to make use thereof other than for the performance of the Agreement, to release it only to employees requiring access to such information, and not to release or disclose it to any other party without consent of the disclosing party, which consent shall not be unreasonably withheld. Upon the disclosing party's request, the receiving party shall either destroy or return such confidential and/or proprietary information. For any Personal Information (as defined below) relating to Seller's personnel that Seller provides to Buyer, Seller will obtain the informed consent of such personnel to release the information to Buyer and to allow Buyer to use, disclose, and transmit such information on a worldwide basis among Buyer and its affiliates in connection with this Purchase Order. For any Personal Information (as defined below) relating to Buyer's personnel that Buyer provides to Supplier, Seller shall certify destruction upon request.

8. Ownership of Buyer's Confidential Information. Buyer shall retain ownership of its Confidential Information, including without limitation, Buyer Data (as defined herein) and any and all of its proprietary systems, operations, methodologies, patents, copyrights, trade secrets and other intellectual property rights owned or licensed by Buyer of any of its affiliates. "Buyer Data" shall mean all data and information (a) provided to Seller by or on behalf of Buyer or its customers, (b) obtained, developed or produced by Seller in connection with the Agreement, (c) to which Seller has access in connection with the provision of the goods or (d) that may identify an individual ("Personal Information"). All Buyer Data is, or will be, and shall remain the property of Buyer, and shall be deemed Buyer's Confidential Information. Without Buyer's prior written approval the Buyer Data shall not be (i) used by Seller other than is necessary for Seller's performance of its obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise provided to third parties by Seller, or (iii) commercially exploited by or on behalf of Seller.

9. Relationship of the Parties. Seller acknowledges that it is acting as an independent contractor for all purposes, and that it is solely responsible for its acts and omissions, and the acts and omissions of its affiliates, subsidiaries, partners or employees, and that nothing in this Agreement will be construed to create an agency or employment relationship between Buyer and Seller or its affiliates, subsidiaries, partners or

employees. Neither party shall be deemed to be the legal representative of the other. Seller agrees to assume complete responsibility for its own employees with regard to federal or state employers' liability, workers' compensation, Social Security, unemployment insurance, and Occupational Safety and Health Administration requirements, and agrees to comply with all other federal, state or local laws, ordinances, regulations and licensing obligations.

10. Representations and Warranties. Seller represents and warrants that (i) the Goods contain the functionality and features identified in, and shall otherwise perform in accordance with, all relevant specifications pertaining to the Goods; (ii) the Goods shall be merchantable, fit for their intended purpose and operate as intended; (iii) Seller has power and authority to transact the business it transacts and proposes to transact, and to perform the obligations under the Agreement; (iv) no claim, lien, or action exists or is threatened against Seller that would interfere with Buyer's rights under this Agreement; (v) the Goods shall not infringe or misappropriate any third party's patent or other intellectual property rights; and (vi) Seller will not use, disclose, or transfer across borders any Personal Information that is processed for or on behalf of Buyer, except to the extent necessary to perform under this Agreement. Seller also represents and warrants that in performing its obligations and exercising its rights under the Agreement, Seller will comply with all applicable laws.

These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Buyer and are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Goods with the foregoing warranties. If Buyer gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming goods to Seller and the delivery of repaired or replacement Goods to Buyer.

11. Third Party Materials. Seller will be responsible for obtaining the required licenses for all third party software, open source software or any other third party materials (collectively, the "Third Party Materials") used in connection with this Purchase Order. For all Third Party Materials which require a user license, Seller is responsible for maintaining current licensing for its use. Seller is responsible for any obligations relative to the use of such Third Party Materials on behalf of the Buyer. Seller shall be responsible for providing application software fixes to remediate all licensed and open source software contained within the Goods within a timeframe agreed by the Seller and Buyer.

12. Infringement Indemnification. Seller warrants that it has the full legal right to provide the Goods to Buyer under the Agreement and that the Goods provided by Seller hereunder will not infringe upon or violate any patent, trademark, copyright, trade secret or any other proprietary right of any third party. Seller agrees to defend, indemnify, and hold Buyer harmless from and against all liability or damages arising out of any actual or threatened claims, demands, investigations, and causes of action regarding infringement. If a claim of infringement is made, Seller will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the rights granted under the Agreement; (ii) modify the product so it is non-infringing and in compliance with the Agreement; (iii) replace the product with non-infringing ones that comply with the Agreement; or (iv) accept the return or cancellation of the infringing product and refund any amounts paid.

13. General Indemnification. Seller is responsible for its own liabilities, including those arising from its own negligent or intentional acts and omissions, or its failure to comply with its representations, warranties and obligations under this Purchase Order, and agrees to indemnify, defend and hold Customer harmless from any loss arising from such acts or negligence, willful misconduct or such failure to comply with its representations, warranties and obligations under this Purchase Order, including when such loss is asserted by a third party.

14. Insurance. Seller shall obtain and maintain all applicable and appropriate insurance (including without limitation, business, worker's compensation, auto, errors and omissions, professional and commercial general and liability insurance in amounts consistent with Seller's industry practice. Each policy shall name Buyer as a loss payee or additional insured, as appropriate.

15. Limitation of Liability. EXCEPT FOR (i) SELLER'S INDEMNIFICATION OBLIGATIONS, (ii) SELLER'S CONFIDENTIALITY OBLIGATIONS AND (iii) MATTERS INVOLVING SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

16. Assignment. Neither party shall assign any of its rights or obligations under these Purchase Order terms without the prior written consent of the other party, which consent shall not be unreasonably withheld.

17. Survival. The following sections of the Agreement shall survive termination of the Agreement: 6, 7, 8, 10, 12, 13, 15, 23, 24 and 25. Provisions of the Agreement which by their sense and context are intended to survive the termination or expiration of the Agreement shall also survive.

18. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this Agreement for a continuous period of more than fifteen (15) business days, Buyer may terminate this Agreement immediately by giving written notice to Seller and Seller shall refund any amounts paid.

19. Audit; Seller Risk Assessments. Buyer, or its authorized representative, shall have the right to examine, during regular business hours, any records and other materials relative to this Agreement and maintained by Seller. Seller acknowledges that Buyer will conduct ongoing Seller risk assessments as part of its right to audit, which will occur no more than annually. Such Seller risk assessments may include requests for the completion of Buyer's custom questionnaires, or industry questionnaires. Seller shall provide prompt cooperation to provide the requested documentation in connection with any audit or Seller risk assessment.

20. Termination. This Agreement may be terminated by Buyer at any time prior to delivery of the Goods.

21. Notices. All notices between the parties will be in writing and sent (i) by a delivery service with provisions for receipt, to the physical address listed on the purchase order form; or (ii) by email to GCOCONTRACTNOTICES@DTCC.COM for notices going to Buyer, or to the email address listed for Seller on the purchase order form for notices going to Seller. **For actual or suspected misuse of Buyer Personal Information, email must be sent to TVA@DTCC.COM.**

22. Severability. In the event any one or more of the provisions of the Purchase Order shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of the Purchase Order shall be unimpaired, and the invalid, illegal or unenforceable provisions shall be replaced by a mutually acceptable provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

23. Publicity. Seller agrees that it will not, without the prior written consent of Buyer in each instance: (i) use in advertising, publicity or otherwise the name of Buyer, or any affiliate of Buyer, or any partner or employee of Buyer or any of its affiliates or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Buyer or any of its affiliates; or (ii) represent,

directly or indirectly, that any product or any service provided by Seller has been approved or endorsed by Buyer or any of its affiliates or any partner or employee of Buyer or any of its affiliates.

24. Governing Law. This Purchase Order shall be governed by and interpreted in accordance with the laws of the State of New York. Each party irrevocably and unconditionally submits to the jurisdiction of any Federal or State court in the City of New York. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THE PURCHASE ORDER.

25. Miscellaneous. The Agreement may be modified only in a writing signed by both parties. Failure by Seller or Buyer to comply with any term or condition of the Agreement shall entitle the other party to give the party in default written notice requiring it to make good such default. If the party in default has not cured such default within 30 days after receipt of such notice, the notifying party shall be entitled, in addition to any other rights it may have under this the Agreement or otherwise by law, to terminate this Agreement, or portion thereof, by giving notice to take effect immediately. Notwithstanding the above, in the event of a delay in delivery in excess of 30 days beyond the scheduled delivery date, Buyer shall have the option to either terminate this Agreement, in whole or in part, without prejudice to any other rights Buyer may have; or, to accept a revised delivery date, as to which time shall be of the essence. No term or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

THE PARTIES AGREE THAT THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH REFERENCE TO THE GOODS. THE ACCEPTANCE OF THIS OFFER IS LIMITED TO THE TERMS OF THE OFFER.