

## **PURCHASE ORDER TERMS & CONDITIONS (Revised March 15th, 2024)**

**1. CONTROLLING AGREEMENT:** If there is an executed agreement (“Agreement”) between Wolters Kluwer Global Business Services B.V., Wolters Kluwer United States Inc. or any of their Affiliates (“WK”) and a supplier or any of its Affiliates (“Supplier”) listed in any purchase order (“PO”) issued by WK, such Agreement shall control terms of such PO.

If there is no Agreement in place at the time of the issuance of a particular PO, such PO referencing these terms and conditions shall (together with such terms and conditions) become a binding contract when (i) accepted by acknowledgment of the Supplier listed in such PO, or (ii) commencement of performance by Supplier within the time frame therefore set forth in said PO, whichever occurs earlier, and, in such case, such PO with such terms and conditions shall be considered the “Agreement”.

A party’s “Affiliates” means any other entities worldwide that, directly or indirectly, are controlled by, control or are under common control with such entity. For purposes of this definition, “control” means the ability to direct the affairs of an entity through ownership of voting interest, contract rights or otherwise. The PO together with these terms and conditions shall be the Agreement.

### **2. Products**

The following terms shall apply to the purchase of Services, Goods and Software (as defined below, collectively the “Products”) listed in the PO, as applicable:

**2.1 Services:** Supplier shall perform the services set forth in the PO (“Services”) as per the terms of the Agreement. Supplier acknowledges that it is not the exclusive supplier of any of the Services to WK. WK retains the right, exercisable in its own discretion, to enter into any contract with any third party for services, whether the same, or different from those Services provided herein. Supplier is solely responsible for providing all personnel, including employees or contractors of Supplier who perform any portion of the services (“Personnel”) necessary for the performance of the Services. Supplier will verify that all Personnel are legally authorized to perform the Services and ensure that all comply with all applicable laws and WK’s policies.

**2.2 Goods:** Supplier shall provide the goods set forth in the PO (“Goods”) as per the terms of the Agreement. Time is of the essence for delivery of all Goods. Except as hereinafter modified in writing, delivery shall be strictly in accordance with the PO and WK shall have the option to cancel all or any portion of a PO and reject any and/or all of the Products upon default by Supplier in time or rate of

delivery as specified in the PO. Supplier shall notify WK for authorization to proceed with an order under a PO if Supplier cannot meet the delivery date specified in such PO. Supplier shall ship goods FOB destination. Title and risk of loss shall pass to WK upon delivery of the Goods at the delivery address. Delivery shall not be deemed to be complete, and title shall not pass until the Goods have been received and accepted by an authorized representative of WK at the premises designated on the applicable PO. Acceptance of all or any part of the Goods shall be subject to WK’s right of inspection and rejection.

**2.3 Software License:** WK’s right to use of the programs, software and related services identified in the PO (“Software”) is perpetual and royalty-free. WK may make copies of the Software for back-up and regulatory compliance purposes. All the Software provided by Supplier may be used by Affiliates of WK subject to the terms of the Agreement.

**3. CONFIDENTIALITY.** Supplier acknowledges that its employees, may, in the course of providing the Services under this Agreement, be exposed to or acquire information which is proprietary to or confidential to WK or its Affiliates or their clients or to third parties to whom WK owes a duty of confidentiality. Any and all such non-public information in any form obtained by Supplier or its employees shall be deemed to be confidential and proprietary. Supplier will hold such information in strict confidence and will not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose to third parties or to use it for any purpose other than providing the Products to WK and will advise each of its employees of their obligations to keep such information confidential. Confidential information shall not include information which is (i) or becomes publicly available other than by disclosure of Supplier in violation of this Agreement; (ii) demonstrably known by Supplier previously, (iii) independently developed by Supplier outside of this Agreement, or (iv) rightfully obtained by Supplier from third parties. This provision shall survive the termination of the Agreement.

### **4. WK DATA AND PRIVACY.**

**4.1 WK DATA.** WK will be, as between the parties, the sole owner of all data or information that is provided to or obtained by Supplier in connection with the Products, including, but not limited to, WK Data. For purposes of this Agreement, “WK Data” shall mean data or information, in or on any form, format or media, (a) that is related to WK, any of its Affiliates or any of their personnel, customers, vendors or other business partners, or otherwise furnished or made available by, through or on behalf of WK or its Affiliates; (b) that may be received, computed, developed, generated, used, or stored by Supplier for WK or any of its Affiliates in the performance of Supplier’s duties under this Agreement; (c) prepared by

or for the Supplier or any of its personnel that are based on, reflecting, summarizing, derived from or incorporating anything encompassed by the foregoing clauses (a) or (b); (d) including this Agreement and the content hereof and any data relating to the performance or pricing of the Products; (e) including all modifications, compilations and copies of any of the foregoing; and (f) Personal Data (as defined below).

**4.2 PRIVACY.** Neither party contemplates disclosing personal data to the other party under this Agreement other than administrative contact information disclosed in the ordinary course of business for administrative purposes (e.g., payment processing). Accordingly, except for such administrative contact information, neither party will knowingly disclose or make any Personal Data available to the other party. Prior to disclosing or processing Personal Data under this Agreement, other than administrative contact information, the parties will execute an addendum in the form substantially similar to Wolters Kluwer Data Processing Agreement (DPA), unless the parties mutually agree to an alternate DPA, describing each party's respective rights and obligations with respect to Personal Data. Notwithstanding anything to the contrary, in the event one party inadvertently discloses or makes Personal Data other than administrative contact information available to the other party, such other party will promptly notify the disclosing party and cooperate with the disclosing party to return or destroy the Personal Data.

"Personal Data" means all information relating to an identified or identifiable person, plus any other data protected by Privacy Laws; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Privacy Laws" means laws, in multiple jurisdictions worldwide, that relate to (i) the confidentiality, processing, privacy, security, protection, transfer or trans-border data flow of personal data, personally identifiable information or customer information, or (ii) electronic data privacy; whether such laws are in place as of the effective date of this Agreement or come into effect during the term. Privacy Laws include but are not limited to EU General Data Protection Regulation 2016/679 (GDPR) and the California Consumer Privacy Act, Cal. Civ. Code 1798.100 et seq., and regulations promulgated thereunder (CCPA).

**5. INVOICING AND PAYMENT.** The fees for the Products will be as set forth in the Agreement. Fees will not increase without the mutual written consent of the parties. WK will pay each undisputed invoice within 60 days after its receipt thereof. Supplier shall apply a 2%

discount on the undisputed invoice if WK pays such invoice within 10 days of its receipt thereof. WK may withhold payment of any invoiced amounts that WK disputes in good faith pending resolution of the matter and, if such amount was included in a prior payment to Supplier, set off such amount from a future invoice upon written notice to Supplier. The parties will work together in good faith to promptly resolve any such dispute.

**6. INTELLECTUAL PROPERTY.** All rights in and to any information, materials, discoveries or any kind developed by Supplier and/or Supplier Personnel ("Deliverables") solely or jointly with WK pursuant to this Agreement, shall be owned solely and exclusively by WK. Any Deliverables that may be considered copyrightable works are "works made for hire" as defined in section 101 of the Copyright Act (17 U.S.C. § 101) or any similar law that may apply. With respect to all other intellectual property rights in any Deliverables, Supplier will and hereby does irrevocably assign the entire right, title, and interest in such Deliverables to WK. Supplier will obtain any and all necessary rights from third parties to enable the foregoing.

**7. NO PROMOTION.** Supplier shall not disclose any information concerning this Agreement or the contract of sale resulting from its acceptance, including its existence, and Supplier shall not disclose its business relationship with WK in any press release, sales, promotion or advertising materials distributed to prospective or existing customers or in any other public disclosure except as required by law. This prohibition includes listing WK as a client of Supplier. The names, logos, or trademarks of WK may not be used under any circumstances. If disclosure is required by law, the Supplier shall provide copies of this disclosure for the prior review and comment by WK, and WK shall have a minimum of ten (10) business days to review the materials.

**8. WARRANTIES.**

**8.1 General:** Supplier warrants and represents that (i) it has the authority to provide the Products and it is not bound by any obligations that that would interfere with its obligations under this Agreement; (ii) it is and will remain in compliance with all applicable laws, regulations, and ordinances (including restriction on export to foreign countries, economic sanctions and anti-bribery and anti-corruption); and (iii) the Products and WK's authorized use thereof do not and will not infringe, misappropriate or otherwise violate the intellectual property rights of any third party ("IP").

**8.2 Services:** With respect to Supplier's performance of any Services, Supplier warrants and represents that Supplier, and its Personnel possess the knowledge, skill and experience necessary to perform the Services in accordance with the terms and conditions of this Agreement and will perform the Services in a competent

and workmanlike manner and in compliance with all applicable laws and relevant industry codes and standards.

**8.3 Limited Goods Warranty:** With respect to Supplier's delivery of any Goods, Supplier warrants that the Goods will be free from manufacturing defects for a period of 12 months following the date of delivery to WK. Supplier will replace, repair or credit WK for any confirmed defective Goods at its option. This warranty will not apply if a Good fails or is damaged after delivery to WK due to accident, abuse or misuse up to the maximum extent allowed under applicable law. Except for the express limited warranties set forth in this section, goods are provided "as is" and "as available" and Supplier makes no warranties, express, implied, or statutory, by operation of law or otherwise, including, without limitation, any implied warranties of title, non-infringement, merchantability or fitness for a particular purpose or any implied warranties arising out of course of performance, course of dealing or usage of trade under or in connection with the Goods. Supplier does not warrant that the Goods will operate error-free, uninterrupted, or that they will be secure. No oral or written information or advice given by Supplier, its agents or representatives or employees shall in any way increase the scope of this warranty.

**8.3 Software Warranty:** With respect to a Software License, if any, Supplier represents and warrants that: (i) the Software will operate in all material respects in accordance with the Documentation; (ii) the functionality of the Software will not be materially decreased during the Term (as defined in Section 11); and (iii) the Software is free from restriction on export to foreign countries. Supplier further warrants that it will use best efforts to prevent the Software from being infected with any "worms", "viruses", "Trojan horses" or other programs or programming devices. "Documentation" means documentation, user manuals, help guides, and other explanatory materials regarding the Software, including materials that describe or support the use of the Software, whether in printed or electronic form.

## **9. INDEMNIFICATION AND INSURANCE.**

**9.1 INDEMNIFICATION.** Supplier, at its expense, shall indemnify, hold harmless and defend WK, its Affiliates, and its and their respective directors, officers, employees, members, managers, partners, stockholders, and agents (collectively, the "Indemnified Parties"), from and against all claims, losses, liabilities, demands, complaints, actions, lawsuits, findings, determinations, damages, fees, judgments, settlements, fines, penalties, costs and expenses (including reasonable attorney's fees) (collectively, "Indemnified Claims") to the extent that the same are based upon: (i) infringement or misappropriation of the patent, copyright, trade secret, trademark or other intellectual property right of any third party by the Products or by WK's use of the Products other than in a manner prohibited by the Documentation or the

Agreement; (ii) fraud, gross negligence or willful misconduct of Supplier or Supplier's employees; or (iii) violation of or noncompliance with any applicable laws, regulations, or ordinances by Supplier or Supplier's employees.

**9.2 INSURANCE.** Supplier will maintain the following insurance coverage with respect to the Products, for the duration of the Term and no less than two years thereafter: (1) Workers' compensation insurance and Employer's liability insurance in full compliance with applicable laws; (2) Commercial general liability insurance (including coverage for blanket contractual liability, premises-operations, completed operations-products, and independent contractors) providing coverage for bodily injury, personal injury and property damage with combined single limits of not less than \$2,000,000 per occurrence; and (3) Professional liability (also known as errors and omissions liability) and cyber risk insurance covering acts, errors and omissions arising out of the Services in an amount not less than \$2,000,000 per claim made or per security or privacy event. Supplier shall provide WK with certificates of insurance or other commercially acceptable evidence proving compliance with this section. In no event will Supplier's insurance coverage nor the lack of availability of insurance coverage limit or diminish Supplier's obligations or liability to WK under this Agreement.

**10. LIMITATIONS OF LIABILITY.** In no event shall the total and cumulative liability of either party under this Agreement exceed three times the aggregate amounts paid by WK under this Agreement during the preceding 12 months. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE OR STRICT LIABILITY). NOTHING IN THIS AGREEMENT SHALL LIMIT SUPPLIER'S LIABILITY FOR ANY CLAIM REGARDING DAMAGES ARISING WITH RESPECT TO CLAIMS UNDER THE CONFIDENTIALITY, WK DATA AND PRIVACY, INTELLECTUAL PROPERTY OR INDEMNIFICATION PROVISIONS HEREIN OR FOR ANY CLAIM RESULTING FROM SUPPLIERS' FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

**11. TERM; TERMINATION.** This Agreement will be effective for the duration of the PO (the "Term"). WK may terminate this Agreement by notice to Supplier if Supplier breaches any provision of this Agreement and does not cure the breach within ten (10) days of the notice from WK.

**12. NOTICE.** Any notice required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand or overnight courier to the address set forth in the PO and sent to the General Counsel of WK.

13. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of New York, without giving effect to principles of conflicts of law, and each party consents to the jurisdiction of, and venue in, the state and federal court of competent jurisdiction of New York City. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. Notwithstanding the foregoing, either party may seek any permissible equitable relief in any court having competent jurisdiction.

14. **RELATIONSHIP OF THE PARTIES.** Supplier is an independent contractor of WK. This Agreement does not create any employment, agency, partnership, joint venture, joint employer, or joint employee relationship between the parties or the parties' respective employees. Neither party has any authority to contract for or bind the other in any manner or make any representation or commitment on behalf of the other.

15. **ASSIGNMENT.** Supplier shall not assign, sell, transfer, or subcontract rights, or delegate its duty of performance or responsibilities under this Agreement, in whole or in part, without the prior written approval of WK. No such written approval shall relieve Supplier of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Supplier. Supplier shall remain liable to WK under this Agreement as if no such assignment had taken place.

16. **FORCE MAJEURE.** Neither WK nor Supplier shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, WK's or the Supplier's reasonable control. The parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of their obligations under this Agreement.

17. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements and understandings, whether oral or written, between the parties with respect to the subject matter of this Agreement. No amendment or modification to this Agreement will be effective unless it is in writing and signed by both parties. The Agreement contains the exclusive set of terms (i) that may be embedded in or displayed in the Software during or after installation or operation of the Software, (ii) to which the Products may refer, (iii) that may accompany or be packaged with the Products, or (iv) that may be presented at any time to WK personnel or agents orally, online, electronically, or in writing (the foregoing, collectively "Other Terms"), whether or not any WK personnel or agent assents to Other Terms online, electronically, or otherwise.