

GENERAL EVENTS MANAGEMENT TEAM TERMS AND CONDITIONS

(Revised June 25th, 2024)

These terms and conditions (“**Agreement**”) are incorporated and govern the Statement of Work (“**SOW**”) or Order From (“**Order**”) (collectively, “**Ordering Document**”), as applicable, referencing this Agreement. The effective date of this Agreement shall be the effective date of the applicable Ordering Document referencing it (“**Effective Date**”).

The Agreement is by and between Wolters Kluwer entity or any of their Affiliates (“**WK**”) and the supplier or any of its Affiliates (“**Supplier**”) listed in the applicable Ordering Document attached hereto.

1. Provision of Services and Goods.

- 1.1. Supplier hereby agrees to provide Services and Goods (collectively “**Products**”), as set forth in the applicable Statement of Work (“**SOW**”), Order Form (“**Order**”) or other ordering document attached hereto, as applicable (collectively, “**Ordering Document**”), to WK and its Affiliates (as defined hereafter) pursuant to the terms and conditions set forth in this Agreement.
- 1.2. A party’s “**Affiliates**” means any other entities worldwide that, directly or indirectly, are controlled by, control or are under common control with one of the parties to the Agreement. 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.

2. Services.

- 2.1. Supplier shall perform the services set forth in any applicable SOW issued pursuant to this Agreement (“**Services**”). 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.
- 2.2. Supplier is solely responsible for providing all personnel, including employees and permitted subcontractors of Supplier or any of its Affiliates, who perform any portion of the Services (“**Supplier Personnel**”) necessary for the performance of the Services. Supplier will be fully responsible for all acts and omissions of personnel of any of its Affiliates or subcontractors to the same extent as its own employees. Supplier will: (i) verify that all Supplier Personnel are authorized to work in any country in which they are assigned to perform Services; (ii) conduct local, state and federal background and reference checks, including criminal background checks on Supplier Personnel who receive access to WK’s network or who have unescorted access within WK facilities, at the time of their employment; and (iii) ensure that all Supplier Personnel who have access to and use of WK’s communications network and other information technology systems do so in compliance with WK’s Acceptable Use Policy (“**AUP**”).

3. Goods.

- 3.1. Supplier shall provide goods as set forth in the applicable Order issued pursuant to the terms of this Agreement (“**Goods**”).
- 3.2. Time is of the essence for delivery of all Goods. Except as hereinafter modified in writing, delivery shall be strictly in accordance with the Order and WK shall have the option to cancel all or any portion of a Order and reject any and/or all of the Goods upon default by Supplier in time or rate of delivery as specified in the Order. Supplier shall notify WK for authorization to proceed with an order under a Order if Supplier cannot meet the delivery date specified in such Order. 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 Order. Acceptance of all or any part of the Goods shall be subject to WK’s right of inspection and rejection.

4. Confidentiality.

- 4.1. Commencing on the Effective Date (or, if earlier, the date on which either party first received Confidential Information as defined in this paragraph) and continuing until and after the expiration or termination of this Agreement, each party that receives information (a “**Receiving Party**”) from or pertaining to the other party (a “**Disclosing Party**”) or any of its Affiliates, contractors, customers, vendors or any of their respective directors, officers, employees or other personnel (collectively “**Representatives**”), which information is marked as or should reasonably be understood to be confidential, proprietary or otherwise not generally available to the public, including trade secrets, marketing and sales information, product information, technical information, information about trade techniques and other processes and procedures, financial information and business information, plans and prospects (collectively, “**Confidential Information**”), will protect, and will cause its Representatives to protect, the strict confidentiality of such Confidential Information with at least the same level of effort with which it protects the confidentiality of its own proprietary and confidential information of like importance and, in any event, not less than reasonable care. The Receiving Party will, and will require its Representatives to, use Confidential Information of the other party solely as reasonably necessary for the performance of this Agreement and to exercise its rights and perform its obligations hereunder.
- 4.2. Exclusions; Survival. Confidential information shall not include information which is (i) or becomes publicly available other than by disclosure by 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 Section 3 shall survive the termination of this Agreement.

5. Privacy

- 5.1. 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 (as defined below) 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.
- 5.2. “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.
- 5.3. “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).

6. **Invoicing and Payment.** The fees for the Services and payment schedule will be specified in the Agreement or the applicable Ordering Document. WK will pay each undisputed invoice within 60 days after its receipt thereof.
7. **Ownership of 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 Services, including, but not limited to, WK Data. For purposes of this Agreement, “WK Data” shall mean, in or on any form, format or media, (a) data 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) data 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) data prepared by or for Supplier or any of its personnel that are based on, reflecting, summarizing, derived from or incorporating any information encompassed by the foregoing clauses (a) or (b), (d) this Agreement and the content hereof, and any data relating to the performance or pricing of the Services, and (e) data including all modifications, compilations and copies of any of the foregoing.

8. Intellectual Property.

8.1. Deliverables. Supplier will provide WK with all deliverables and other items identified in the Agreement and any Ordering Document (whether completed or in progress), and all ideas, concepts, inventions, discoveries, improvements, processes, methods, techniques, algorithms, products, materials, software, data, designs, trademarks, trade secrets, domain names, reports, manuals, documentation, and work products that arise from or are related to the Services and such deliverables (collectively, "**Deliverables**").

8.2. Ownership of Deliverables. All Deliverables, including all patent, copyright, trademark, trade secret, and other intellectual property rights therein in all jurisdictions worldwide, except for any Supplier-Owned IP (as defined below) are exclusively the property of WK, free and clear of any claim or retention rights on the part of Supplier or any third party. 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 (excluding Supplier-Owned IP) to WK. Supplier will obtain any and all necessary rights from third parties to enable the foregoing. WK hereby grants to Supplier a limited, worldwide license to use and make copies of all such Deliverables solely for purposes of performing the Services.

8.3. Supplier-Owned IP Definition. Supplier, or one of its Affiliates or licensors, is the owner or licensee of all right, title, and interest in all ideas, documentation, materials and discoveries that are: (i) used, owned or licensed by Supplier, or one of its Affiliates, as of the effective date of the applicable Ordering Document; or (ii) developed, acquired or licensed by Supplier, or one of its Affiliates, independently of any Services provided under the Agreement and with no dependency on any WK Confidential Information (collectively, "**Supplier-Owned IP**").

7. Warranties.

7.1 General: Supplier warrants and represents that it has the authority to provide the Products; that it is and will remain in compliance with all applicable laws, regulations, and ordinances; and that the Products do not and will not infringe, misappropriate or otherwise violate the intellectual property rights of any third party.

7.2 Services: With respect to Supplier's performance of any Services, Supplier also warrants and represents that Supplier and all Supplier 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.

7.3 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. 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**”) that arise out of or in connection with actual or alleged: (a) infringement or misappropriation of the patent, copyright, trade secret, trademark or other intellectual property right of any third party by the Products; (ii) personal injury (including death) or damage to real or tangible property resulting from Supplier Personnel acts or omissions; (iii) fraud, gross negligence or willful misconduct of Supplier Personnel; (iv) violation of or noncompliance with any applicable laws, regulations, or ordinances by Supplier Personnel or any of the Products; (v) breach of Supplier Personnel obligations in Section 3 (Confidentiality); or (vi) all claims that any employee of Supplier is an employee, agent, servant, or joint employee of WK or is eligible for WK employee benefits, or for which Supplier is otherwise responsible under Section 2.2 (Services).
- 9. Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE OF ACTION (INCLUDING NEGLIGENCE OR STRICT LIABILITY).
- 10. Term; Termination.** This Agreement will be effective for a period of one (1) year from the Effective Date, unless extended or terminated early pursuant to the Agreement, (the “**Term**”). WK may extend the Term thereafter by giving Supplier written notice at least thirty (30) days before the expiration of the then-current Term. Either party may terminate this Agreement for cause if the breaching party receives notice from the non-breaching party of such breach and fails to cure it within ten (10) business days of receipt of notification. WK may also terminate this Agreement for convenience at any time, for any reason or no reason at all, with five (5) business days’ written notice to Supplier.
- 11. Notice.** Any notice required or permitted to be given under this Agreement shall be given in writing to the below addresses and shall be effective (i) upon delivery if sent by registered or certified mail, or delivered by hand or overnight courier or (ii) on the date sent if sent by email, in each case, if such notice is received on a day that is not a business day or after 5:00 p.m. on a business day, the notice will be deemed to have been given at 9:00 a.m. on the next business day:

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| If to WK: Global Head Sourcing & Strategy Wolters Kluwer Global Business Services 28 Liberty Street, 26 th Floor New York, New York 10006 ATTN: Varun Chitkara Email: Varun.Chitkara@wolterskluwer.com | If to Supplier: Supplier’s contact information as set forth in the applicable Ordering Document |
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- 12. Governing Law.** This Agreement shall be governed in all respects by the laws 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, New York. 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.

- 13. 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.
- 14. Assignment.** Supplier shall not assign, sell, or transfer its rights, or subcontract or otherwise 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 of its obligations under 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.
- 15. Force Majeure.** Neither WK nor Supplier shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, other acts of political sabotage, war, or other events or circumstances where such cause was beyond, respectively, WK's or Supplier's reasonable control. The parties shall, however, make all reasonable efforts to mitigate or eliminate the resulting delay or default and shall, upon the cessation of the cause of such delay or default, diligently pursue performance of their obligations under this Agreement.
- 16. Marketing and Publicity.** Supplier will not, without WK's prior written consent, use the names, logos, or trademarks of WK or any of its Affiliates or reveal the existence or terms of this Agreement or the fact that Supplier is providing or has provided services to WK.
- 17. Insurance.** Supplier will maintain the insurance coverage set forth in the [WK Insurance Requirements](#) with respect to the Products.
- 18. Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous or contemporaneous 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.