10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless from all claims, actions, demands, or proceedings made against Refinitiv ("Claims") or any liabilities, losses, costs, expenses, or damages (including, without limitation, reasonable attorneys’ fees) arising out of or in connection with any Claim or any action or proceeding brought against Refinitiv or any of its Affiliates by any person or entity to the extent such Claims or Losses are related to a breach by Seller of any representation, warranty, covenant or agreement made by it hereunder or any injury or damage caused by Seller or the Products to persons or property during the performance of its obligations hereunder.

11. Sensitive Information. All goods (including but not limited to materials, systems, software, hardware, tools and equipment) and information acquired directly or indirectly (including, without limitation, oral, written, visual, graphical, and electronic information), by Seller from Refinitiv, or analyses, compilations, studies or other documents prepared by Seller or its representatives which contain or are prepared on the basis of that information shall be held in confidence and shall remain the exclusive property of Refinitiv, and shall be used and disclosed by Seller only to the extent necessary for its performance of this PO. This Section 11 shall not apply to any information which: (a) the Seller is determined in good faith to have obtained independently; (b) is or becomes eligible to be patented, copyrighted, or protected; (c) is or may become eligible to be patented, copyrighted, or protected; or (d) is or may become eligible to be patented, copyrighted, or protected by virtue of Seller's own discoveries or improvements. No other third party will be entitled to enforce any of the terms of this PO under the Contracts (Rights of Third parties) Act 1999, as amended from time to time, or otherwise.

12. Rights Assignment. Seller hereby assigns to Refinitiv and its successors and assigns, without further consideration and with full title guarantee, the entire worldwide right, title, and interest to all work product related to the Services (including, without limitation, all intellectual property rights in such work product and any extensions thereof) to the extent not otherwise specifically permitted by law. Seller assigns to the Refinitiv any and all such work product and participation in such work product for permitted use.

13. No Publicity. Seller shall not disclose, use, or refer to this PO, or the name, trade names, trademarks or service marks of Refinitiv, in any advertising, publicity release, customer list, promotional or other published material without the prior written consent of Refinitiv, which consent may be withheld.

14. Independent Contractor. Seller is a nonexclusive independent contractor to Refinitiv. The employees or agents of Seller who are not employees of Refinitiv and are not eligible to participate in any employee benefit plans or programs established or maintained by Refinitiv or its Affiliates are not employees of Refinitiv. Seller has no authority to assume or create any obligation, express or implied, on behalf of Refinitiv.

15. Termination. Refinitiv may terminate the performance of work under this PO 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 subcontracts in so far as such orders or subcontracts are chargeable to this PO. Seller shall have no liability to Seller beyond payment of any balance owing for material purchased hereunder and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination and for work in process required for delivery to Refinitiv. Notwithstanding any other provisions of this PO, the parties agree that those obligations which by their nature are intended to survive expiration or termination will survive.

16. Assignment. Seller shall not subcontract, assign or otherwise transfer any rights or obligations under this PO without the prior written consent of Refinitiv, which will not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Refinitiv is void. For permitted subcontracts, assignments, or other transfer of the rights or obligations by Seller, Seller remains jointly and severally liable for the actions or omissions of the assignee. Refinitiv shall be entitled to subcontract, assign or otherwise transfer 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.

17. Compliance with Laws. The parties shall comply with all laws and regulations of a country, while in that country, that the laws and regulations may change from time to time. Seller shall maintain all the consents, licenses and permissions to enable the provision of the Services and/or provision of the Products.

18. Non-Waiver. No course of dealing, course of performance, or failure of either party to enforce strictly any PO provision is to be construed as a waiver of a provision.

19. Remedies; Attorney Fees and Costs. Refinitiv’s rights and remedies in this PO are cumulative and in addition to all other rights and remedies at law or in equity provided by law. Any action brought under this PO, Refinitiv is entitled to receive all costs and reasonable attorney’s fees.

20. Governing Law. The laws of England and Wales (without regard to conflicts of law) govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the English Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this PO.

21. 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.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or other sales form, the rules, regulations, and policies (as updated from time to time) and Seller’s code of conduct, as it may change from time to time, are incorporated in this PO and shall have the same force and effect as if fully set forth in this PO. Together with the terms of this PO, these documents are cumulative and in addition to all other rights and remedies at law or in equity provided by law. Any action brought under this PO, Refinitiv is entitled to receive all costs and reasonable attorney’s fees.

23. Entire Agreement. Except as otherwise allowed in Section 22, this PO constitutes the entire agreement between the parties and supersedes all prior 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. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as a third party beneficiary under the Contracts (Rights of Third parties) Act 1999, as amended from time to time. Seller acknowledges and agrees that while the provisions of this PO may not be enforced by the Seller against Refinitiv, any of these provisions which are enforceable by the Seller against Refinitiv are enforceable by the Seller against such Affiliates. No other third party will be entitled to enforce any of the terms of this PO against the Sellers (Rights of Third parties) Act 1999, as amended from time to time, or otherwise.