The Order(s) or, or. Notwithstanding the foregoing, all claims for money vision of this PO, urns requested after six months of. "Products" means the equipmen.

1. Definitions. “Affiliate” means any business entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Financial & Risk US Holdings, Inc., Financial & Risk UK Parent Limited or that is a successor (whether by change of name, dissolution, merger, consolidation, reorganization, sale of all or substantially all of its assets, or otherwise) by Seller from Refinitiv, or analyzes, compilations, studies or other documents prepared by Seller or its representatives which contain or otherwise reflect such information provided by Refinitiv (collectively, “Sensitive 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. The Seller shall comply in all respects with any applicable data protection related legislation. This Section 11 shall not apply to Sensitive Information that the Seller can reasonably determine (a) is or becomes available to the public other than as a result of disclosure by Seller or anyone to whom it transmits the Sensitive Information; (b) was known to it or in its possession on a non-confidential basis prior to the date of disclosure to the Seller; or (c) is independently developed by the Seller without use of or reference to, the Sensitive Information.

1. 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 in all work product related to the Services (including, without limitation, all intellectual property rights in such work product and concerning any form or type of exploitation, whether existing now or in the future; whether or not registered and all applications and renewals for the same) from the moment the said rights come into force and, for the duration of the validity of the rights. The counterpart of this assignment is included in the price to be paid by Refinitiv to the Seller. The Seller agrees to provide its assistance to Refinitiv to make any declaration and sign any document which would be useful to Refinitiv, to prove, register or ensure in any way possible, in every country, the assignment of said rights, covered by the present Section.

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 which are employees or agents of Refinitiv and are not entitled to participate in any benefits privileges given or extended by Refinitiv, or by operation of law, to Refinitiv employees. Seller has no authority to assume or create any obligation, express or implied, on behalf of Refinitiv.

15. Termination. Refinitiv may terminate for nonperformance of work performed by Seller 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, at its sole expense, immediately and completely discontinue all work and the placing of all orders for materials, tools, equipment 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. Refinitiv shall not be liable for any other damages, 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. Seller agrees that these 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 shall not be unreasonably withheld or delayed. Any such assignment made without prior written consent of Refinitiv is void. For permitted subcontractors, agreements and assignments, Seller agrees, in the case of a sale of all of Seller's interest in the PO to an entity, that such entity, as the assignee, will assume all the rights and obligations of Seller under this PO. For 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. Seller agrees that these obligations which by their nature are intended to survive expiration or termination will survive.

17. Compliance with Laws. The parties shall comply with all laws and regulations of a country, while in that country, as the laws and regulations may change from time to time.

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

19. Remedies; Attorney Fees and Costs. Refinitiv's 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, Refinitiv is entitled to receive all costs and reasonable attorney's fees, to the extent permitted by law.

20. Governing Law. The laws of Belgium (without regard to conflicts of laws) govern all matters arising out of or relating to this PO. The Seller submits to the irrevocable jurisdiction of the Courts of Brussels.

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’ interest in agreeing to the original provision. This PO’s remaining provisions will stay in affect.

22. Supremacy. Any preprinted terms and conditions on a quotation, acknowledgement, invoice, or similar document which conflict with the terms of this PO are deemed superseded by this PO. Licensing terms, which may accompany Products, will supplement the terms of this PO where the terms do not conflict. If Seller and Refinitiv have a signed agreement for Products and Services, such agreement supersedes the PO.

23. Entire Agreement. Except as otherwise allowed in Section 22, 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 agreed to in writing signed by the parties. Nothing in this Section 23 shall exclude or limit either party’s liability for fraud or deceit or willful misconduct.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO against the Seller as their own party, subject to the limitations and exclusions of liability contained in this Agreement, 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.