The Purchase Order Terms and Conditions together with its purchase order(s) (the "Order(s)") user, instructions, training materials, system manuals, specifications and all other Seller materials that may accompany Products, will supplement the terms of this PO where the Order(s) may procure Products or Services as identified on an Order ("Refinitiv") and the supplier of Products or Services ("Seller").

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 Seller. "Goods" means all products, materials, systems, software, licenses, manuals, instructions, training materials, system manuals, specifications and all other materials, if such materials exist, that the Product manufacturer intended to remain with the Products. Seller may procure Products from 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, damages, judgments, settlements, costs and expenses (including reasonable attorney’s fees) "Losses") insofar as 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, manuals, instructions, training materials, system manuals, specifications and all other materials) that are subject to export control by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or any other governmental body, or that the Sale or transfer of such goods may result in unauthorized disclosure to the public other than as a result of disclosure by the 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.

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 subcontractor’s assignments, or other transfer of the rights or obligations by Seller, Refinitiv 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 performing this PO. Seller shall not subcontract, assign, or otherwise transfer any rights or obligations under this PO without the prior written consent of Refinitiv, which consent may be withheld.

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 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.

consent of such Affiliates. 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.