The Order(s) and Terms and Conditions together with its purchase order(s) (the "Order(s)"), user agreements, system contracts, instructions, manuals, and other documents made against Refinitiv ("Claims") or any liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' 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 to the order or any injury or damage caused by Seller to the property or persons or property during the performance of its obligations hereunder.

10. Indemnification. Seller, at its own expense, shall defend, indemnify, and hold Refinitiv harmless against any and all actions, claims, suits, judgments, lawsuits, and expenses (including reasonable attorneys' fees) incurred or suffered by Refinitiv or Refinitiv's affiliates as a result of or arising out of or in any way related to or in connection with any and all Claims or Losses.

11. Sensitive Information. All products (including but not limited to materials, systems, software, hardware, tools and equipment) and information acquired directly or indirectly (including but not limited to oral, written, visual, graphical, and electronic information), by Seller from Refinitiv or otherwise used by Seller in the performance of this PO shall be considered Sensitive Information. Such Sensitive Information shall be used solely for the purpose of performing the Services. Seller agrees to keep all Sensitive Information confidential and not to disclose or use such Sensitive Information except as necessary to perform services under this PO. Seller agrees that all agents, successors, and assigns of Seller shall be bound by the terms of this Section 11. Seller shall immediately return all Sensitive Information to Seller upon completion of services under this PO. Seller may not copy or disclose any Sensitive Information except as necessary to perform services under this PO.

12. Assignment. Seller shall not assign, sell, lease, assign or otherwise transfer any of its rights or obligations under this PO to any third party, without written consent of Refinitiv. If a change of control of Seller or if any event occurs that might require a change in the terms and conditions of this PO, the parties agree to negotiate in good faith to agree to new terms of this PO.

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 commercial or published material without the prior written consent of Refinitiv, which consent may be withheld.

14. Independent Contractor. Seller is an independent contractor and not an agent of Refinitiv. The rights and obligations of Seller resulting from any work performed by Seller to Refinitiv or its employees or other agents shall be those of an independent contractor and not those of an agent or employee of Refinitiv. Seller is not authorized to cede the performance of any Services to any persons or entities.

15. Termination. Refinitiv may terminate the performance of work under this PO in whole or in part at any time. Seller shall promptly deliver to Refinitiv all Products and Services and undertake all other actions required by Refinitiv at the time of the termination of the performance of work under this PO. Refinitiv shall have no liability to Seller beyond payment of any balance owed for materials purchased hereunder and delivered to and accepted by Refinitiv prior to Seller’s receipt of the notice of termination. In addition, upon termination of this PO, Seller shall promptly return all Products and Services to the location designated by Refinitiv. Seller shall be responsible for, and shall not be relieved of, all of its other duties and obligations arising under this PO until all of its duties and obligations have been performed in full.

16. Assignment. Seller shall not subcontract, assign or otherwise transfer any of its rights or obligations under this PO to any third party, without written consent of Refinitiv. If a change of control of Seller or if any event occurs that might require a change in the terms and conditions of this PO, the parties agree to negotiate in good faith to agree to new terms of this PO.

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 or permit any breach of this Agreement shall be construed as a waiver of any right or provision of this Agreement.

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

20. Governing Law. The laws of New South Wales, Australia (without regard to conflicts of laws) govern all matters arising out of or relating to this Agreement. The parties submit to the irrevocable jurisdiction of its 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 Agreement is held invalid or unenforceable, such provision will be deemed deleted from this Agreement 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 similar document which conflict with the terms of this Agreement are deemed superseded by this Agreement.

23. Entire Agreement. Except as otherwise allowed in Section 23, this Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, written or oral, between the parties relating to the subject matter of this PO. All representations, warranties, covenants, terms and conditions of this Agreement are incorporated into this PO and shall remain the exclusive property of Refinitiv.

24. Rights of Third Parties. Any Affiliate of Refinitiv may enforce the terms of this PO on behalf of Refinitiv as a third-party beneficiary and may require that the parties to the PO comply with the PO’s terms and conditions as if the party enforcing the terms were a party to the PO.

The Purchase Order Terms and Conditions for each Project are included in the purchase order(s) for the Services. The purchase order(s) and the terms and conditions for the Services are made part of this Agreement and are incorporated herein by reference. The purchase order(s) and the terms and conditions for the Services are intended to be binding upon the parties with respect to the PO subject matter and cannot be modified except in a writing signed by the parties.