

THESE TERMS GOVERN YOUR USE OF THOMSON REUTERS PRODUCTS AND SERVICES. BY INSTALLING OR USING THE THOMSON REUTERS PRODUCTS OR SERVICES, YOU ACCEPT THE TERMS OF THIS AGREEMENT, WHICH IS BINDING AND ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE THOMSON REUTERS PRODUCTS OR SERVICES. IF YOU ARE USING THE THOMSON REUTERS PRODUCTS OR SERVICES AS AN EMPLOYEE OR OTHER AUTHORIZED REPRESENTATIVE OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE COMPANY OR OTHER ENTITY THAT IS THE LICENSEE HEREUNDER.

This End User License Agreement (“Agreement”), including any attachments or terms incorporated by reference, is between Thomson Reuters or its applicable Affiliate (“Thomson Reuters”, “we” and “our”), and the individual or entity that accesses or uses the Thomson Reuters product or service (“you” and “your”), and governs your use of the Thomson Reuters product or service.

## 1. OUR PRODUCTS & SERVICES

- (a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement, and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.
- (b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products or services.
- (c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.
- (d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.
- (e) **Usage Information.** We may collect information related to your use of our products, services and data. We may use this information to test, develop and improve our products and services and to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.
- (f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third party terms.
- (g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.
- (h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers’ property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products and services to benefit your clients in the ordinary course of your business. Except as expressly set forth in this Agreement we retain all rights and you are granted no rights in or to our products, services and data.
- (i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.
- (j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative,

physical and technical safeguards to protect the other’s data. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party’s data and will use reasonable efforts to remedy identified security vulnerabilities.

- (k) **Your Responsibilities.** You are responsible for and/or will take all necessary steps to ensure or regarding (i) proper use of our products and services in accordance with all usage instructions and operating specifications; (ii) adherence to the minimum recommended technical requirements; (iii) changes you make to our product, services or data; (iv) your combination of our products, services, data or other property with any other products, services, data or other property; (v) implementing and maintaining proper and adequate virus or malware protection and proper and adequate backup and recovery systems; and (vi) installing updates.

## 2. INFORMATION SERVICES

- (a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value, and using such data as a substitute for any service (or a substantial part of it) provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Where data is permitted to be used or distributed, Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.
- (b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

## 3. INSTALLED SOFTWARE

- (a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.
- (b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

## 4. SOFTWARE AS A SERVICE (SaaS)

- (a) **License.** You may use our SaaS only for your own internal business purposes.
- (b) **Delivery.** We deliver our SaaS by providing you with online access to it. When you access our SaaS, you are accepting it for use in accordance with the Agreement.
- (c) **Content.** Our SaaS is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your

content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the SaaS, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws, and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the SaaS from any available backup copy.

## 5. PRIVACY

- (a) **Compliance with Privacy Laws.** Each of us will comply with all applicable Privacy Laws when we collect or process Personal Information in connection with this Agreement. In this Section 6: Personal Information means "personal information" as defined in the Privacy Act 1993 (NZ) and any other information relating to individuals that is subject to the operation of Privacy Laws, that either party collects, receives, accesses, stores or otherwise processes in connection with this Agreement; and Privacy Laws means the Privacy Act 1993 (NZ) and any other applicable laws (to the extent they apply to each of us) in force from time to time in any New Zealand or non-New Zealand jurisdiction affecting privacy or Personal Information, including (as applicable) the General Data Protection Regulation (EU) 2-16/679. When applicable to your location, additional terms will apply to the Agreement, including the applicable terms located at [www.tr.com/privacy-information](http://www.tr.com/privacy-information).
- (b) **Our obligations.** You acknowledge that we may use and disclose the Personal Information you provide to us under this Agreement for a variety of purposes, including: (i) to supply products and services; (ii) to monitor use of our products and services for the purposes of future development and to ensure they meet your needs and interests; (iii) to administer your account and enforce your contract; and (iv) for marketing purposes, which may include disclosure of Personal Information to other members of the global Thomson Reuters group of companies. We will always collect, use and disclose Personal Information you provide to us in accordance with our Privacy Policy, as updated from time to time, available at <https://www.thomsonreuters.com/en/privacy-statement.html>. We will take reasonable steps to protect Personal Information you provide to us from unauthorised access, use, disclosure and loss, using commercially appropriate security practices and technologies. On termination of this Agreement, we will: (i) provide to you, where reasonably requested, all Personal Information you have provided to us that is in our possession; (ii) cease using your Personal Information; and (iii) to the extent reasonably practicable, permanently remove all copies of your Personal Information from our systems, except to the extent necessary to comply with laws or where such information is retained for legitimate business purposes as contemplated in the Privacy Act.
- (c) **Your obligations.** You warrant that you will not provide Thomson Reuters with any Personal Information except where you have all rights required by Privacy Laws to do so, including having obtained all necessary consents and provided all necessary collection notices.
- (d) **International transfers.** You expressly acknowledge and consent to: (i) us transferring and disclosing Personal Information you provide to us to the global Thomson Reuters group of companies and our third-party service providers, including those located outside of New Zealand, to the extent required to provide the products and services; and (ii) such overseas recipients storing and processing such Personal Information provided by you on servers outside new Zealand. Overseas recipients may be located in countries including, but not limited to, Australia, Singapore, India, the Philippines, Canada, USA, United Kingdom, Costa Rica and Argentina.
- (e) **Response to Data Breach.** If either party becomes aware of, or suspects there has been, any loss of, unauthorised access to or use or disclosure of, or breaches of security in relation to, any Personal Information in connection with this Agreement (Data Breach), that party must, as soon as possible, notify the other party of the actual or potential Data Breach. Each of us agrees to cooperate in good faith in relation to the investigation and assessment of the relevant Data Breach, and in relation to any notifications required to be made under Privacy Law to affected individuals and to the Office of the New Zealand Privacy Commissioner or an equivalent local or foreign regulator (each a Regulatory Authority). Generally, if a Data Breach occurs on our systems and impacts Personal Information you provide to us as well as other Personal Information provided by our other customers, then we

will take primary responsibility for notification (unless otherwise reasonably agreed). Any correspondence with a Regulatory Authority or affected individuals must be in a form that is mutually agreed by both parties (such agreement or approval not to be unreasonably withheld). However, nothing in this Section 1(e) will prevent either of us from complying with our respective obligations under Privacy Laws, including in respect of notifying a Regulatory Authority or affected individuals about a Data Breach.

## 6. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the confidential information is no longer deemed confidential under applicable law, whichever occurs first.

## 7. WARRANTIES AND DISCLAIMERS

- (a) **GENERAL.** YOU MAY HAVE RIGHTS UNDER STATUTORY CONSUMER PROTECTION LAWS THAT CANNOT BE EXCLUDED, RESTRICTED, LIMITED OR MODIFIED.
- (b) **EXCLUSION OF WARRANTIES.** EXCEPT TO THE EXTENT REQUIRED BY ANY APPLICABLE LAW OR REGULATION, THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FROM US AND EXCLUDE ALL OTHER WARRANTIES, CONDITIONS, GUARANTEES OR OTHER TERMS (EXPRESS OR IMPLIED), INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENCY. WE DO NOT WARRANT NOR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED. WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS NOR DO WE WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.
- (c) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.
- (d) **SOFTWARE.** WE WARRANT THAT OUR SOFTWARE PRODUCTS WILL SUBSTANTIALLY CONFORM TO OUR DOCUMENTATION FOR THE DURATION OF THE TERM. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES SET FORTH IN THIS PARAGRAPH ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND THOMSON REUTERS' SOLE AND EXCLUSIVE LIABILITY FOR THE FAILURE OF THE SOFTWARE TO CONFORM TO THE SPECIFICATIONS.
- (e) **NON-EXCLUDABLE TERMS.** IF ANY TERM, CONDITION, WARRANTY, GUARANTEE OR OTHER PROVISION IS IMPLIED OR IMPOSED IN RELATION TO THIS AGREEMENT (WHETHER BY LEGISLATION, COMMON LAW OR OTHERWISE) AND CANNOT BE EXCLUDED (A "NON-EXCLUDABLE TERM"), THEN OUR LIABILITY FOR SUCH A BREACH OF THE NON- EXCLUDABLE TERM IS LIMITED TO ONE OR MORE OF THE FOLLOWING AT OUR OPTION: (A) IN RELATION TO PRODUCTS, THE REPAIR OR REPLACEMENT OF THE PRODUCTS, THE PAYMENT OF THE COST OF REPLACING THE PRODUCTS OR HAVING THE PRODUCTS REPAIRED; OR (B) IN RELATION TO SERVICES, THE SUPPLYING OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.
- (f) **NO REPRESENTATIONS.** IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

- (g) **DISCLAIMER. YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.**
- (h) **NO ADVICE. WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL OR ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISIONS MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING LEGAL, TAX AND ACCOUNTING, COMPLIANCE, FINANCIAL AND/OR RISK MANAGEMENT DECISIONS. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.**

## 8. LIABILITY

- (a) **LIMITATION. EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT PAYABLE IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES (OR, IF THE CLAIM IS MADE WITHIN THE FIRST 12 MONTHS, 12 TIMES THE AVERAGE OF THE MONTHLY CHARGES PAID). IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.**
- (b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, wilful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your indemnification obligations in Sections 9(d); or your obligation to pay the charges on the order form (where applicable) and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you. Nothing in this Agreement limits liability that cannot be limited under law.
- (c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers, infringes their intellectual property rights, and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we

reasonably request; and (C) allowing Thomson Reuters to control the defence and settlement.

- (d) **Your Indemnity.** You will indemnify us and our affiliates against any loss, damage or cost we and they incur arising out of or in connection with a third party claim, or a regulatory fine or penalty, connected to: (i) an allegation that our or our affiliates' use of the information, data, software, or other materials provided to us by you or on your behalf, which we are required to host, use or modify in the provision of our products, services or data, infringes the intellectual property rights of a third party (except to the extent of any indemnity we provide you under clause 9(c) (Third Party Intellectual Property)); (ii) your or your sub-contractors' use of our products, services or data, including communications and networks, in breach of the Agreement; (iii) our or our affiliates' compliance with any instruction given by you to us in the course of the provision of our products, services or data; or (iv) an assertion by any person accessing or receiving the benefit of any part of our products, services or data through you.
- (e) We will not be responsible if our product or service fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product or service failed because of one of these, we also reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

## 9. TERM, TERMINATION

- (a) **Term.** The term and any renewal terms for the products and services shall be for a maximum period of three years only or the shorter period agreed between you and the company or other entity that is the licensee hereunder.
- (b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Where applicable, charges remain payable in full during periods of suspension or limitation arising from your action or inaction.
- (c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so.
- (d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.
- (e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. Your ongoing use of the Product or Service constitutes acceptance of such amendments.

## 10. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

## 11. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

## 12. GENERAL

- (a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any entity that succeeds to all or substantially all of the assets or business associated with one or more products or services and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 12(a) is void.
- (b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.
- (c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges.
- (d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of New Zealand and each of us hereby irrevocably submits to the exclusive jurisdiction of the courts of New Zealand to settle all disputes or claims arising out of or in connection with this Agreement.
- (e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.
- (f) **Trials.** All trials of our products and services are subject to the terms of these General Terms and Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.
- (g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters.
- (h) **No Waiver.** If either party delays or fails to exercise any right or remedy under the Agreement, it will not have waived that right or remedy.
- (i) **Entire Agreement and Non-Reliance.** The Agreement contains the entire understanding between us regarding its subject matter and supersedes all prior agreements, understandings, negotiations, proposals and other representations, verbal or written, in each case relating to such subject matter, including without limitation any terms and conditions appearing on a purchase order or other form(s) used by you. Each of us acknowledges that in entering into the Agreement neither of us have relied on any representations made by the other that are not expressed in the Agreement.