

Purchase Order - Standard Terms and Conditions

The following terms and conditions ("**Standard Terms and Conditions**") and those specified by Buyer on the face of this Purchase Order shall govern all the Purchases covered by this Purchase Order. Unless otherwise stated on the face of the Purchase Order, for purposes of these terms and conditions, Buyer is the Lumen entity identified below:

- 1) For Purchases related to Singapore: Lumen Technologies Singapore Pte Limited;
- 2) For Purchases related to Japan: Lumen Technologies Japan KK;
- 3) For Purchases related to Australia: Lumen Technologies Australia Pty Limited;
- 4) For Purchases related to Hong Kong: Lumen Technologies Hong Kong Limited;
- 5) For Purchases related to India: Lumen IT India Private Limited;
- 6) For Purchases related to Malaysia: Lumen Technologies Services Malaysia Sdn. Bhd.;
- 7) For Purchases related to Thailand: Lumen Technologies (Thailand) Limited;
- 8) For Purchases related to any other country within APAC: Lumen Technologies Singapore Pte Limited;

The Standard Terms and Conditions apply if: (a) Supplier accepts such Purchase Order from Buyer in accordance with Standard Terms and Conditions, or ships or provides Purchases pursuant to such Purchase Order; and (b) no executed master or service agreement governing the Purchases is in effect between Buyer and Supplier. If an executed master or service agreement governing the Purchases is in effect between the parties, the master or service agreement together with terms specified by Buyer on the face of such Purchase Order apply to such Purchase Order in lieu of Standard Terms and Conditions. Except for terms expressly agreed to in writing and signed by a Buyer's authorized representative, any terms that conflict with or are not consistent with the Standard Terms and Conditions are not valid.

A. Definitions.

- a. "**Affiliate**" means an entity, directly or indirectly, Controlling, Controlled by or under common Control with a party, or any such entity that is subsequently divested.
- b. "**Buyer**" or "Lumen" means the Lumen entity identified above unless otherwise named in the Purchase Order.
- c. "**Control**" means direct or indirect ownership of greater than 50% of: (a) the shares entitled to vote for the election of the board of directors or other governing body of a corporation, and/or (b) the equity interest of any other entity. Controlling and Controlled shall be construed in such manner.
- d. "**Purchases**" means, collectively or individually, the products or services purchased, or software licensed (software includes computer software programs provided by or on behalf of Supplier under these terms and conditions, embedded software, third party software delivered separately or as part of the software, hosted, managed, SaaS, and other online, subscription-based offerings, and upgrades) pursuant to a Purchase Order.
- e. "Purchase Order" means Buyer's standard purchase order form issued by Buyer to procure and for Supplier to provide the Purchases stated in such form.
- f. "**Supplier**" means the person or entity to which a Purchase Order is issued and any of its Affiliates that provide the Purchases.

1. Offer and Acceptance.

This Purchase Order constitutes an offer by Buyer to procure the Purchases. This offer may be accepted by Supplier by either: (a) email acceptance or other electronic means, or (b) shipping the Purchases pursuant to such Purchase Order conforming in all respects to the terms and conditions set forth herein under an intimation to Buyer. Buyer reserves the right to revoke this offer at any time prior to its acceptance by issuing the revocation to Supplier in writing. Supplier may not, through Supplier's acceptance of the Purchase Order, alter or vary the terms contained in a Purchase Order. Any such alterations shall constitute a counteroffer by Supplier, which shall not be binding on Buyer unless such alterations are specifically accepted in writing by Buyer as an amendment to the Purchase Order.

2. Shipment, Packaging and Packing

- (a) Supplier shall properly package and pack the Purchases (applicable in case of tangible item / product) in accordance with terms stated in the Purchase Order, best industry standards applicable to such Purchases and

as required under applicable laws to ensure that they are not damaged or destroyed during shipment. Each shipment shall be labelled clearly with Buyer's applicable Purchase Order number(s), part number(s) and quantities, and shall contain a packing list for each Purchase Order, detailing line items and quantities in accordance with such Purchase Order.

- (b) THE TIME(S) AND DATE(S) OF DELIVERY OF THE PURCHASES SET FORTH IN THIS PURCHASE ORDER ARE OF THE ESSENCE. Time and dates are of the essence with respect to Supplier's obligations hereunder. Supplier shall notify Buyer immediately when Supplier has knowledge of any potential delay in delivery. Supplier shall not, without the prior agreement of the Buyer, deliver the Purchases to Buyer prior to the time and date for delivery specified in the Purchase Order. If Supplier does so, Buyer may refuse delivery of such Purchases and Supplier shall be obligated to redeliver such Purchases in accordance with the time and date for delivery set forth herein. In the event that Buyer elects to keep the Purchases which are delivered early, payment for such Purchases will be due as if Supplier had delivered the Purchases as required by this Purchase Order. Unless otherwise indicated on the face hereof, delivery shall be DDP to the destination identified by Buyer.
- (c) Title to and risk of loss in respect of the Purchases shall pass to Buyer upon delivery of such Purchases to the location designated by Buyer and, if Supplier is required to install and/or test the Purchases under this Purchase Order, upon completion of installation, testing of such Purchases by Supplier and acceptance of testing by Buyer. Supplier agrees that it shall convey title to such Purchases to Buyer free and clear of all liens, encumbrances and claims of any nature whatsoever. Upon delivery of the Purchases, Supplier shall, at Buyer's written request, provide Buyer with evidence reasonably satisfactory to Buyer that all security interests or liens in and to the Purchases have been released or waived.
- (d) Supplier shall be responsible for ensuring that the quantity of Purchases delivered is consistent with the quantity requested in this Purchase Order. If the quantity delivered varies from the quantity ordered, Buyer shall not be obligated to (but may, at its election) accept delivery thereof, and Supplier shall remain responsible for satisfaction of the unfulfilled portion of this Purchase Order. In any such event, Buyer shall only pay for the quantities of Purchases actually delivered and accepted by the Buyer.

3. Invoices, Payment and Taxes.

- (a) Buyer shall pay to Supplier the price set forth in this Purchase Order for the Purchases delivered in accordance with the terms of this Purchase Order. Supplier shall deliver to Buyer a valid tax invoice in respect of such Purchases. Each invoice shall set forth or contain (i) a description of the Purchases, (ii) Buyer's name and Purchase Order number, (iii) the locations to which such Purchases were delivered and the date of delivery; and (iv) the price for all such Purchases.
- (b) (i) Payment of the price for Purchases (less any credits to which Buyer is entitled) shall be made within sixty (60) days or in accordance with the payment terms on the face of the Purchase Order, measured from the later of (1) the date of delivery of the undisputed invoice, or (2) acceptance by Buyer of the Purchases. (ii) Buyer may withhold payment of an invoice in whole or in part in the event of any (a) breach by Supplier of any part of this Purchase Order, or (b) lien, claim or other liability asserted against Buyer in respect of the Purchases. Buyer shall have the right to retain, an amount sufficient (as reasonably determined by Buyer) to completely protect Buyer from damage resulting therefrom, until the lien, claim or liability has been resolved to the reasonable satisfaction of Buyer, (iii) except as expressly set out in the Purchase Order, the charges under the Purchase Order do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales or use taxes. Buyer shall be responsible for Value Added Tax (VAT) / Goods and Service Tax (GST) and any applicable sales or service taxes (subject to a valid tax invoice) resulting from Buyer's purchase. Supplier is solely responsible for all taxes assessable based on Supplier's income, property and employees. If Buyer is required by law to deduct applicable withholding taxes from a payment to Supplier, payments due under the Purchase Order shall be reduced for applicable withholding taxes.

Buyer shall not be liable for any default or and/or non-compliance by Supplier with the applicable taxation laws including applicable VAT or GST laws in connection with the Purchase Order and Supplier shall indemnify Buyer for any claims associated with any such default and/or non-compliance.

4. Inspection and Acceptance

- (a) Buyer or its agent or its representatives shall be permitted to inspect and conduct appropriate tests on the Purchases, and shall be entitled to reject any Purchases which do not meet the requirements of this Purchase Order and any applicable specifications, drawings, samples and descriptions referred to in this Purchase Order and / or any other reasonable instructions provided by the Buyer in connection therewith. Buyer's acceptance, deemed acceptance or use of Purchases shall not relieve Supplier of its obligations in respect of the quantity, quality, specifications, or Supplier's warranty relating to such Purchases. Buyer may within sixty (60) days after delivery, return non-conforming Purchases to Supplier for (at Buyer's option) a credit, refund of purchase price or replacement of the affected Purchases, with Supplier bearing all costs and risk of loss. Supplier shall authorise the return of non-conforming Purchases within twenty-four (24) hours of notification of rejection by Buyer.
- (b) Supplier hereby authorizes Buyer to perform source inspection and process control audits at Supplier's facilities, request for any reasonable information in connection with Purchases, but this shall in no way relieve Supplier of its obligation to deliver conforming Purchases or constitute a waiver of Buyer's right of rejection of the Purchases as permitted hereunder.
- (c) If Buyer accepts any Purchases that contain a defect or nonconformity not apparent on reasonable examination, Buyer may revoke acceptance within the aforesaid sixty (60) days' timeframe.

5. REPRESENTATIONS AND WARRANTIES

Supplier represents and warrants that:

- (a) it is entitled to sell the Purchases and that all Purchases delivered under this Purchase Order shall conform to the specifications, drawings, samples and descriptions referred to in this Purchase Order, and that the supply and intended use of the Purchases confirms with all the applicable laws, rules and regulations. Further, all Purchases delivered and installed (if applicable) hereunder shall be new and of good quality and fit for purpose, and free from defects in material and workmanship for the greater of (i) the duration of Supplier's standard warranty respecting such Purchases, or (ii) 1 year after acceptance of the Purchases by Buyer.
- (b) In the event of a breach of any of the foregoing, Supplier shall replace the affected Purchases at Supplier's expense, and Supplier shall reimburse Buyer for the reasonable and actual costs incurred. Supplier shall be permitted to test the reported defective Purchases, or to evaluate the performance of the Purchases, to confirm the reported defect.
- (c) Purchases that involve services will be performed in a professional and workmanlike manner;
- (d) Purchases, and use of the Purchases, as permitted under the Purchase Order, will not infringe, violate, or misappropriate any intellectual property or proprietary right of any third party;
- (e) The software or data included in the Purchases will not contain any backdoor, trojan or software viruses or other malicious computer instructions designed to access, damage, disable or shut down a computer system or any component of a computer system, including security features or data.

6. Termination for Cause.

- (a) The occurrence of any of the following constitutes a breach of this Purchase Order by Supplier and shall give Buyer the right to terminate this Purchase Order upon written notice to Supplier, (i) Supplier fails to deliver, and install and test (if applicable) the Purchases on time, (ii) Purchases do not conform to the applicable descriptions or specifications, (iii) Supplier fails to perform any material provision of this Purchase Order, (iv) Supplier assigns or transfers this Purchase Order, or any rights or obligations under this Purchase Order without the prior written consent of Buyer, or Supplier undergoes a transfer of a controlling ownership interest in Supplier or a merger with any unaffiliated third party, and (v) Supplier becomes insolvent or makes an assignment for the benefit of creditors, or an administrator, receiver or similar officer is appointed to take charge of all or part of Supplier's assets.
- (b) Except in the case of late delivery under 6(a)(i), or for breach of any part of section 5, 10,12, 13, 14, 15 and 18 for which there shall be no remedy period (unless Buyer agrees to provide it, at its sole discretion, in writing, provided it shall in no way relieve Supplier of its obligations or Buyer of its rights hereunder), Supplier must remedy any breach, within thirty (30) days (or such shorter period stated on the face hereof, or permitted by Buyer in writing)

after receipt of a notice to remedy from Buyer. If Supplier fails to remedy within such defect cure period, Buyer may terminate this Purchase Order immediately upon written notice, and Buyer shall have no liability except for payment of any balance due for conforming un-affected Purchases delivered and accepted before the date of termination hereof.

7. Termination for Convenience.

Buyer shall have the right to terminate this Purchase Order in whole or in part at any time upon written notice to Supplier. Upon notice of termination, Supplier shall stop work as directed by Buyer. Buyer may modify or cancel any Purchase Order prior to its acceptance by Supplier without any penalty. After Supplier's acceptance, Buyer may, without penalty, delay any or all Purchases prior to delivery.

In the event of a termination relating to Purchases (not for services portion), Supplier shall, promptly, but in no event later than thirty (30) days from the effective date of termination, submit a claim in writing to Buyer in respect of such termination. Such claim shall be limited to the actual verifiable pre-approved costs incurred by Supplier in respect of the terminated portion of the Purchase Order (excluding any charges for interest or Purchases or parts which Supplier is able to deliver or divert to other customers of Supplier) up to a maximum of the pro rata portion of the price for the Purchase Order (for products portion) that is terminated. In no event will Supplier be paid anticipatory or loss of profits. All completed or partially completed items and all Purchases for which compensation is paid to Supplier upon termination shall become the property of Buyer. No termination charge shall be due in the event of a termination of a Purchase Order for rendition of services by Supplier.

8. Indemnity and Limitation of Liability.

Supplier shall defend, at its expense, indemnify and hold harmless Buyer, its Affiliates, and their respective customers, officers, directors, employees, and agents ("Indemnified Parties") against any claim, demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) brought against Indemnified Parties alleging that Purchases provided under this Purchase Order, or any part thereof, infringes on any patent, copyright, trademark, trade secret or other intellectual property interest in any country and shall pay all costs and damages awarded, on being notified promptly in writing by the Buyer of such a claim. If an injunction against Buyer's or Buyer's customer's use, sale, lease, license, or other distribution of the Purchases or any part thereof results from such a claim (or, if Buyer reasonably believes such an injunction is likely), Supplier shall, at its expense (and in addition to the Supplier's other obligations, hereunder) and on Buyer requests obtain for Buyer and/or Buyer's customers the right to continue using, selling, leasing, licensing or otherwise distributing the Purchases; or replace or modify or re-perform the Purchases so they become non-infringing but functionally equivalent.

Supplier shall defend, at its expense, indemnify and hold harmless Indemnified Parties against any claim, demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) brought against any Indemnified Parties resulting from (i) a breach of any warranty, representation or any other obligation expressly set forth in these terms; (ii) any act or omission of Supplier under the Purchase Order, including injury to persons and loss of, or damage to, tangible and intangible property, (iii) any Purchases provided by Supplier under or related to the Purchase Order, including without limitation product liability claims, (iv) the inaccuracy of any warranty or representation made by Supplier, (v) any failure to pay Supplier's personnel or sub-contractors compensation or benefits, or offer benefits in accordance with applicable laws and these terms or from the termination of Supplier personnel's assignment with Buyer.

Except for the (i) breach of indemnification obligations; (ii) breach of confidentiality obligations; and (iii) claims resulting from personal injury or death arising from negligence, fraud or any other liability which cannot be excluded or limited under applicable law, neither party is liable to the other for consequential, incidental, indirect, punitive or special damages, including commercial loss or lost profits, directly or indirectly arising from the Purchase Order. Notwithstanding anything to the contrary, Buyer's aggregate liability for any claim of any kind arising out of or relating to the Purchase Order will not exceed the price of the Purchases giving rise to the claim.

9. Insurance.

Prior to the delivery of the Purchases, Supplier shall procure and thereafter maintain, insurance in respect of all risks for which it would be prudent for the Supplier to insure against including, without limitation, liability for services provided, or death or injury to any person and damage to property arising from or growing out of Supplier's

operations in connection with the performance of this Purchase Order. The level of insurance will be kept under review to ensure its adequacy and shall, in any event be for the minimum amounts as described in the Insurance Requirements for Master Agreement that are located on the Supplier Portal at the following link: <https://assets.lumen.com/is/content/Lumen/insurance-requirements-master-agreement?Creativeid=d22a89fd-5dbe-45dd-a4bb-93791e58cc88> which are incorporated into this Purchase Order by reference. Supplier will provide certificates of insurance or other commercially acceptable form of evidence and any other evidence of compliance with insurance requirements on the Supplier Portal or as otherwise requested by Lumen.

10. Confidential Information and Advertising

- (a) Supplier shall maintain as confidential and shall not disclose to any third party, nor use for purposes other than performance of this Purchase Order, any of Buyer's or its Affiliates specifications, drawings, blueprints, data, business information (including any information received from its customers) or other confidential information which Supplier learns (either written or oral, tangible or non-tangible) by virtue of this Purchase Order. Upon termination of this Purchase Order, Supplier shall promptly return to Buyer all such information and all copies thereof.
- (b) Without Buyer's prior written consent, Supplier shall not in any manner disclose, advertise, or publish the existence or terms of, or transactions under, this Purchase Order. No joint press releases shall be issued respecting this Purchase Order.

11. General

- (a) The provisions of this Purchase Order may be amended only by a written instrument signed by authorized representatives of both parties. No language on Supplier's website, product schedule, "shrink-wrap" or "click wrap" agreement or other pre-printed forms shall (except as otherwise expressly stated herein) amend, modify, control or otherwise affect this Purchase Order.
- (b) Supplier is an independent contractor and not an agent or employee of Buyer. Without limiting the foregoing, Supplier is not authorized to represent or make any commitments on behalf of Buyer, and Buyer expressly disclaims any liability therefor.
- (c) All rights and remedies conferred by this Purchase Order, by any other instrument, or by law are cumulative and may be exercised singularly or concurrently. If any provision of this Purchase Order is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions herein.
- (d) Governing Law:
 - 1) Where Buyer is an entity incorporated in Singapore including Lumen Technologies Singapore Pte Ltd, the Purchase Order shall be governed by laws of Singapore, without giving effect to principles of conflicts of laws and the courts at Singapore shall have sole and exclusive jurisdiction to adjudicate any dispute hereunder.
 - 2) Where Buyer is an entity incorporated in Japan including Lumen Technologies Japan KK, the Purchase Order shall be governed by laws of Japan, without giving effect to principles of conflicts of laws and the courts at Tokyo, Japan shall have sole and exclusive jurisdiction to adjudicate any dispute hereunder.
 - 3) Where Buyer is an entity incorporated in India including Lumen IT India Private Limited, the Purchase Order shall be governed by laws of India, without giving effect to principles of conflicts of laws and the courts at Bangalore, India shall have sole and exclusive jurisdiction to adjudicate any dispute.
 - 4) Where Buyer is any other Lumen entity, the Purchase Order shall be governed by laws of Singapore, without giving effect to principles of conflicts of laws and the courts at Singapore shall have sole and exclusive jurisdiction to adjudicate any disputes hereunder.
- (e) This Purchase Order, including all attachments hereto, constitutes the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Purchase Order. The parties acknowledge that they have not been induced to enter into this Purchase Order by any representation or warranty, other than as contained in the Purchase Order, and the parties shall have no right or remedy in respect of any representation, assurance or warranty (whether made negligently or innocently) other than as set forth in this Purchase Order.

12. Anti-Bribery

- 12.1 Supplier will not, and nor will any of its officers, employees, shareholders, representatives, sub-suppliers or agents, directly or indirectly, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage, or engage in any activity, practice or conduct with respect to any matters which are the subject of this Purchase Order which: (i) would violate any applicable anti-corruption laws, statutes, regulations and codes relating to anti-bribery and anti-corruption applicable to Supplier or Buyer and its Affiliates; (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or (iv) a reasonable person would otherwise consider to be unethical, illegal or improper in accordance with industry standards and generally accepted good faith business practices.
- 12.2 Supplier shall: (i) have and shall maintain at all times an anti-bribery compliance policy which sets out its internal monitoring, control, due diligence and recordkeeping procedures determined by Supplier to be adequate to minimize the risk of any offence being committed by it under applicable anti-corruption laws, and will provide a copy of its anti-bribery compliance policy to Buyer upon request; (ii) comply with, and ensure that all of its employees, sub-suppliers and agents comply with the terms of its anti-bribery compliance policy; and (iii) ensure that any third party associated with Supplier who is performing services in connection with this Purchase Order does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this clause.

13. **Code of Conduct Compliance:** Supplier shall, and cause its personnel and sub-contractors, to agree to review and comply with the terms of the Buyer's Supplier Code of Conduct ("Supplier Code") found on the Buyer's / Lumen's Supplier Portal. Supplier's personnel, employees, agents, contractors etc. performing any work in support of this Purchase Order are required to review and agree to the Supplier Code before commencing such work. For the purposes of this Purchase Order, Buyer's / Lumen's Supplier Portal shall mean the following URL or such other URL as Buyer designates from time to time: <https://www.lumen.com/en-us/about/doing-business-with-lumen.html>. The Buyer's Supplier Portal may be updated or amended from time to time.

14. **Compliance of Laws:** In performing its obligations hereunder, Supplier shall, and shall ensure that each of its subcontractors shall, comply with all applicable laws including those in respect of anti-slavery. Without limiting the foregoing, Supplier shall: (i) implement due diligence procedures for its own sub-suppliers, subcontractors and other participants in its supply chains to ensure there is no slavery or human trafficking in its supply chains, and ensure that any subcontractor do the same; (ii) notify Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Purchase Order; (iii) maintain an appropriate set of records to trace the supply chain of all Purchases provided to Buyer hereunder; and (iv) comply with any reasonable request made by Buyer to ensure compliance with the measures mentioned in this section 14. Supplier shall indemnify and keep Indemnified Parties indemnified against any losses, liabilities, damages, costs (including any penalties, fines and legal fees and expenses) incurred by or awarded against Indemnified Parties as a result of Supplier's breach of this Section 14. Supplier shall, at its expense, obtain all permits and licenses, pay all fees, and comply with all federal, international, state and local laws (including export control and economic sanctions laws), ordinances, rules, regulations and orders applicable to Supplier's personnel and sub-contractors and Supplier's performance of this Purchase Order (including applicable labour laws) in addition to the applicable policies and requirements located on the Buyer's Supplier Portal.

15. Information Security and Data Protection

- a) **Information Security:** Supplier will comply with Buyer's Information Security Requirements found at the Lumen's Supplier Portal, and such terms are incorporated by this reference.
- b) **Data Protection:** To the extent that Supplier processes personal data of Buyer employees or customers, Supplier shall comply with the terms set forth in the Data Protection Addendum ("DPA"), located on the Supplier Portal and incorporated herein by this reference. Notwithstanding anything to the contrary contained in these Standard Terms and Conditions, the DPA will control over any conflicting terms in these Standard Terms and Conditions.

- 16. Records and Audits:** Supplier shall maintain complete and accurate records of all charges associated with the Purchase Order, in accordance with generally accepted accounting principles, for 72 months from the date of its termination or expiration (or such longer period as required under applicable laws). Buyer may request for, inspect and retain copies of such records on reasonable notice.
- 17. Assignment and Delegation:** Supplier will not assign or delegate its rights or obligations under the Purchase Order, in whole or in part, without Buyer's prior written consent. Buyer may assign its rights under the Order, in whole or in part, without the consent of Supplier: (a) to any its Affiliates, (b) in connection with any merger, consolidation, reorganization or sale of all or any part of its business or assets; or (c) as Buyer deems appropriate in connection with any regulatory requirements.
- 18. Advertising; Publicity:** Except as provided in Standard Terms and Conditions, neither party will use the other party's names, marks, codes, drawings or specifications in any advertising, press release, promotional effort or publicity of any kind without the other's prior written permission.
- 19. Waiver:** Any failure by either party to enforce any rights under this Purchase Order, shall not constitute a waiver of such rights. Any waiver by either party of any rights hereunder or of a breach of any provision of the Purchase Order will not constitute a waiver of any other breach of that or any other provision of the Purchase Order. Any waiver must be in writing.
- 20. Non-Exclusive:** The Purchase Order is non-exclusive, and save and except as specifically stated by Buyer on the face hereof, Buyer does not make any commitment for or guarantee any minimum or maximum amount of Purchases hereunder.
- 21. Severability:** The determination that any provision of Standard Terms and Conditions is invalid or unenforceable will not invalidate other terms of Standard Terms and Conditions, and Standard Terms and Conditions will be construed and performed as if such invalid or unenforceable provision was omitted insofar as the primary purpose of the Purchase Order is not frustrated.
- 22. Survival:** The Sections of the Terms entitled "Representations and Warranties"; "Indemnity and Limitation of Liability"; "Confidential Information and Advertising"; "Insurance"; "Governing Law"; "Records and Audits"; "Advertising; Publicity"; and all others that by their sense and context are intended to survive the expiration of the Purchase Order will survive.