

THE SWITCH Purchase Order Terms & Conditions

1. **Acceptance and Effect.** This purchase order ("Purchase Order") is between The Switch Enterprises, LLC ("THE SWITCH") (formerly known as Beers Enterprises, LLC) and the supplier identified herein ("Supplier") and covers the purchase of software and tangible goods ("Goods") and/or services ordered hereby ("Services"). For purposes of this Purchase Order, Services includes any intellectual property or other work product developed for THE SWITCH by Supplier or a subcontractor of Supplier as part of the Services ("Deliverables"). Supplier hereby agrees and acknowledges the acceptance of the terms and conditions set forth herein upon Supplier's acceptance of payment under this Purchase Order. Supplier's acceptance of this Purchase Order is expressly limited to these terms and conditions without counterproposal.
2. **Relationship to Other Agreements.** The terms and conditions of this Purchase Order are the complete and binding agreement between THE SWITCH and Supplier except as follows:
 - a. If a mutually executed agreement is in effect between the parties before the effective date of this Purchase Order which the parties intend to apply to the Goods and/or Services ordered with this Purchase Order and/or the relationship of the Parties regarding this Purchase Order, then the provisions of such agreement are incorporated herein and in the event of any conflict between any parts of this Purchase Order and such agreement not resolved expressly by their terms, the terms of such agreement will apply.
 - b. To the extent multiple agreements with similar or contradictory provisions could apply to this Purchase Order, the parties agree that terms which are most favorable to THE SWITCH will apply to this Purchase Order unless in the context and circumstances the result would be clearly unreasonable or unconscionable or are otherwise prohibited by law.
 - c. Additional or different terms will not supersede this Purchase Order unless contained in a written document mutually executed by the parties.
3. **Packing, Shipment and Returns of Goods or Deliverables.** Unless otherwise specifically provided in this Purchase Order:
 - a. **Packing**
 - (1) When a price is based on weight, such price will include net weight only; and
 - (2) THE SWITCH will not be charged for packaging or pre-shipping costs, such as boxing, crating, handling damage, drayage, or storage.
 - b. **Shipping**
 - (1) Supplier will mark all containers with necessary handling and shipping information, Purchase Order number(s), date of shipment, and the names of the consignee and consignor;
 - (2) An itemized invoice and packing list, as well as any other documentation required for the domestic or international transit, regulatory clearance or identification of the Goods or Deliverables will accompany each shipment;
 - (3) No delivery will be made prior to the delivery date unless THE SWITCH has given prior written consent;
 - (4) THE SWITCH will pay only for the quantity received, not to exceed the maximum quantity ordered;
 - (5) Over-shipments will be held by THE SWITCH or its agent at Supplier's risk and expense for a reasonable time awaiting Supplier's shipping instructions;
 - (6) THE SWITCH will not be charged for shipping or delivery costs;
 - (7) Goods and Deliverables will be delivered on the 10th day after the Purchase Order date:
 - i. FOB to the THE SWITCH designated delivery location if the Goods and Deliverables originate in the same jurisdiction as the THE SWITCH designated delivery location; or
 - ii. DDP (Incoterms 2010) to the THE SWITCH designated delivery location for cross border delivery of Goods and Deliverables to THE SWITCH designated delivery location; and
 - (8) Notwithstanding any prior inspections, and irrespective of the FOB, DDP (Incoterms 2010) or THE SWITCH designated delivery location, Supplier will bear all risks of loss, damage, or destruction to the Goods or Deliverable, in whole or in part, that occurs prior to final acceptance by THE SWITCH at the designated delivery location. THE SWITCH will be responsible for any loss occasioned by the gross negligence of its employees acting within the scope of their employment prior to acceptance.
 - c. **Returns.** Return shipping charges for over-shipped quantities or rejected items will be at Supplier's expense.
4. **Invoices**
 - a. Supplier invoices must be submitted via THE SWITCH-approved medium and must contain the following information: Purchase Order number, item number, description of item, quantities, unit prices, extended totals, packing slip number, shipping, ship to city and state,

taxes, and any other information reasonably required by THE SWITCH. Supplier will not charge THE SWITCH for researching, reporting on or correcting any errors relating to its invoices.

- b. THE SWITCH may dispute the amount of any invoice by providing oral or written notice. Partial payment is notice from THE SWITCH of a disputed amount. THE SWITCH will make commercially reasonable efforts to notify Supplier in writing of any disputed amount within 60 days of receiving the applicable invoice. Neither the failure to provide notice nor payment of an invoice is a waiver of any claim or right.
5. Payment Terms / Cash Discounts / Offset / Expenses.
 - a. Upon acceptance by THE SWITCH of the Goods or Services and subject to the payment terms set forth herein, THE SWITCH will release payment for such invoice on or before net thirty (30) days following the acceptance.
 - b. In no event will THE SWITCH be obligated to pay any invoice received from Supplier more than One Hundred Twenty (120) days after the date the Goods or Services were accepted.
 - c. Payment of an invoice will not constitute acceptance of Goods, and will be subject to adjustment for errors, shortages, defects or other failure of Supplier to meet the requirements of this Purchase Order.
 - d. THE SWITCH may set-off against an amount THE SWITCH owes to Supplier or any of Supplier's affiliated companies any amount owed to THE SWITCH by any of them. Within a reasonable time after the setoff, THE SWITCH will provide notice thereof to Supplier.
 - e. Supplier will bear sole responsibility for all expenses incurred in connection with providing the Goods or Services and performing under the terms of this Purchase Order unless otherwise expressly agreed to herein.
6. Taxes.
 - a. The amounts to be paid by THE SWITCH to Supplier do not include any taxes. THE SWITCH is not liable for any taxes that Supplier is legally obligated to pay, including, but not limited to net income or gross receipts taxes, franchise taxes, and property taxes. THE SWITCH will pay Supplier any sales, use or value added taxes it owes due to this Purchase Order and which the law requires Supplier to collect from THE SWITCH. If THE SWITCH provides Supplier a valid exemption certificate, Supplier will not collect the taxes covered by such certificate. Supplier will indemnify and hold THE SWITCH harmless from any claims, costs (including reasonable attorneys' fees) and liabilities that relate to Supplier's taxes.
 - b. If the law requires THE SWITCH to withhold taxes from payments to Supplier, THE SWITCH may withhold those taxes and pay them to the appropriate taxing authority. THE SWITCH will deliver to Supplier an official receipt for such taxes. THE SWITCH will use reasonable efforts to minimize any taxes withheld to the extent allowed by law.
 - c. Possession for tax purposes occurs at the point of final acceptance per Section 7.
7. Inspection and Acceptance.
 - a. The Goods and Services must meet the standards and specifications in this Purchase Order. Failure on the part of the Supplier strictly to comply with the Purchase Order specifications and requirements will allow THE SWITCH to cancel this Purchase Order.
 - b. All Goods and Services will be subject to inspection and testing by THE SWITCH, at any time and place, including the period of manufacture and in any event prior to final acceptance. If inspection or testing is done by THE SWITCH at Supplier's premises, Supplier without additional charge will provide all reasonable facilities and assistance for the safety and convenience of THE SWITCH's inspectors. No inspection or testing done or not done prior to final inspection and acceptance will relieve the Supplier from responsibility for defects or for other failure to meet the requirements of this Purchase Order.
 - c. If any item provided under this Purchase Order is defective in materials or workmanship or otherwise not in conformity with the requirements herein, then THE SWITCH will have the right to reject it without correction, require its correction within a specified period of time, accept it with an adjustment in price, or return it to Supplier for full credit. Any item which has been rejected or required to be corrected, will be replaced or corrected by and at the expense of Supplier promptly after notice. If, after THE SWITCH's request, Supplier fails promptly to replace or correct a defective item within the delivery schedule, THE SWITCH may, at its sole option, (i) replace or correct such item and charge to Supplier the cost occasioned thereby, (ii) without further notice terminate this Purchase Order for default, return the rejected item to Supplier at Supplier's expense and Supplier will promptly refund any amounts paid by THE SWITCH for the returned item or (iii) require an appropriate reduction in price.
 - d. Notwithstanding any prior inspections or payments made, all Goods and Services will also be subject to final inspection and acceptance at THE SWITCH's designated location within a reasonable time after delivery or performance. Records of all inspection work will be kept complete and available to THE SWITCH during performance of this Purchase Order and for such further period as THE SWITCH may determine.
8. Order Changes. THE SWITCH, at any time by written notice, including via e-mail, to Supplier and without any notice to Supplier sureties, sub-contractors or assignees, may suspend Supplier's performance hereunder, increase or decrease the ordered quantities, or make changes for THE SWITCH's reasonable business needs and purposes (each, a "Change Order"). Unless otherwise mutually agreed, a Change Order would not apply to change the Goods and Services timely and fully delivered prior to the date of the Change Order. If any change causes an increase or decrease in the cost of, or the time required for, Supplier's performance, an equitable adjustment may be made in the price or delivery schedule or both, if THE SWITCH agrees to such adjustment in writing.
9. Tools and Equipment. All tools, equipment or materials acquired by Supplier for use in providing the Goods and Services, including but not limited to specifications, drawings, tools, dies, molds, fixtures, patterns, hobs, electrodes, punches, artwork, screens, tapes, templates, special test equipment, gauges, content, data, and software, which have been furnished to, paid for by or charged against THE SWITCH, or which have had their cost amortized, will be deemed the property of THE SWITCH, treated as confidential information, and delivered in good condition, normal wear and tear excepted, by Supplier to THE SWITCH's designated delivery location per Section 3 immediately upon demand and without cost to THE SWITCH. Supplier warrants that said item(s) and information will not be used for any work or production of any materials or parts other than for THE SWITCH without THE SWITCH's prior written permission.
10. Ownership and use of the parties' respective intellectual property.

- a. Each party will own and retain all rights to its pre-existing intellectual property and any intellectual property developed outside of the Goods and Services under this Purchase Order.
 - b. Work for Hire. All Deliverables are created as a "work made for hire" under this Purchase Order as that term is defined under applicable copyright law and the parties intend that THE SWITCH will own all Deliverables, including without limitation all intellectual property rights therein, and all magnetically or optically encoded media, hardware, and other tangible items or materials created by Supplier as part of or while performing the Deliverable. To the extent that any portion of the Deliverable does not qualify as a "work made for hire" or includes material subject to copyright, patent, trade secret, or other proprietary protection, then Supplier hereby assigns to THE SWITCH, its successors and assigns, all right, title and interest in and to the Deliverable, including all copyrights, patents, trade secrets, and other proprietary rights and any renewals and extensions thereof. Supplier will execute and deliver such instruments, and take such other action requested by THE SWITCH, as may be required to carry out such assignments. Supplier also agrees to waive all moral rights or similar rights in the Deliverable, if any such rights apply. If overriding applicable law limits Supplier's ability to waive moral rights, then Supplier waives all moral rights in the Deliverable to the maximum extent permitted by such law. Any Supplier work which includes a written or customized product or report related to, or to be used in, a Deliverable is a work made for hire for the purposes hereof.
 - c. If Supplier uses any Supplier or third party intellectual property in any Good or Service, Supplier will continue to own Supplier's intellectual property but will grant THE SWITCH a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, fully paid up right and license, under all current and future intellectual property, to use Supplier's and third party intellectual property consistent with THE SWITCH's ownership interests under this Section 10.
 - d. THE SWITCH intellectual property.
 - (1) Supplier may be provided by or on behalf of THE SWITCH, tangible or intangible materials including hardware, software, source code, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, and data ("THE SWITCH Materials") to perform the Services. THE SWITCH Materials include any modifications to, or derivative works of, the foregoing materials, the trademarks and any data entered into any Supplier database as part of the Services.
 - (2) THE SWITCH grants Supplier a nonexclusive, revocable license to copy, use and distribute any THE SWITCH Materials to the extent necessary to perform the Services. THE SWITCH or its suppliers retain all other interest in THE SWITCH Materials and related intellectual property. Supplier has no right to sublicense the right to use THE SWITCH Materials. If the THE SWITCH Materials come with a separate license, the terms of that license will also apply. Supplier will insure and take all reasonable precautions to protect the THE SWITCH Materials against loss or damage, theft, or disappearance. THE SWITCH may revoke the license to THE SWITCH Materials at any time for any reasonable business reason. The license will terminate automatically on the expiration or termination of this Purchase Order. Supplier will promptly return any THE SWITCH Materials upon such expiration or termination.
 - (3) With respect to Supplier's use of THE SWITCH Materials:
 - i. Supplier will not modify, reverse engineer, decompile, or disassemble THE SWITCH Materials except as allowed by THE SWITCH to perform Services;
 - ii. Supplier will leave in place, and not alter or obscure, all proprietary notices and licenses contained in THE SWITCH Materials;
 - iii. THE SWITCH is not obligated to provide technical support, maintenance or updates for THE SWITCH Materials;
 - iv. All THE SWITCH Materials are provided "as-is" without warranty of any kind;
and
 - v. Supplier assumes the risk of loss, damage, unauthorized access or use, or theft or disappearance of THE SWITCH Materials in Supplier's (or subcontractor's) care, custody or control.
 - e. License to software and Intellectual Property in the Goods.
 - (1) License. Supplier grants to THE SWITCH a worldwide, irrevocable, nonexclusive, perpetual, paid-up and royalty free license for any Goods that include software or other intellectual property not subject to a separate license (including installed applications). The license allows THE SWITCH to use such software and intellectual property as included in the Goods in connection with the Goods. THE SWITCH may transfer this license if it transfers the Goods to a THE SWITCH affiliated company, a THE SWITCH third party service provider, or a successor owner by sale or lease.
 - (2) Pass through warranties and indemnities. Supplier hereby assigns and passes through to THE SWITCH all of the third-party manufacturers' and licensors' warranties and indemnities for the Goods.
 - f. Title to the Goods (other than software) will pass from Supplier to THE SWITCH on final acceptance.
11. Representations and Warranties. Supplier represents and warrants that:
- a. Supplier has full rights and authority to enter into and perform according to this Purchase Order;
 - b. Supplier will provide to THE SWITCH all Goods and Services free from (i) any defects in design, workmanship and materials, (ii) any liability for royalties, and (iii) any mechanic's liens or any other statutory lien or security interest or encumbrance;

- c. To the extent that the design or creation of Goods and Services is Supplier's responsibility, they will not infringe on any designs, patents, copyrights, trade secrets or any other third party proprietary right;
 - d. Each of the Goods and Deliverables are of the same country of origin as is the delivery location of such Goods and Deliverables, within the meaning of the applicable customs laws and if Supplier supplies Goods and Deliverables of foreign origin and fails to notify THE SWITCH in writing, or notifies THE SWITCH incorrectly of the country of origin whether through negligence or without negligence, Supplier alone will be responsible for any damages, expenses, penalties;
 - e. The Goods and Services and any Supplier or third-party intellectual property provided to THE SWITCH under the terms of this Purchase Order will not contain any viruses or other malicious code that will degrade or infect any Good, Service, or any THE SWITCH product, software network or system;
 - f. The Goods and Services and any Supplier or third party intellectual property provided to THE SWITCH under the terms of this Purchase Order:
 - (1) Are not governed, in whole or in part, by an excluded license unless agreed to by THE SWITCH in writing prior to delivery and the pertinent intellectual property and relevant excluded license is conspicuously disclosed to THE SWITCH in writing upon delivery. Excluded license means any software license that:
 - i. Has been approved by the Open Source Initiative (OSI) (www.opensource.org) or
 - ii. Meets the OSI Open Source Definition including, without limitation, so called "permissive" open source licenses (e.g., the GPL, LGPL, AGPL, MPL, CPAL, or EUPL) which require, as a condition of use, modification or distribution that the software or other software combined or distributed with it be (a) disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge; and,
 - (2) Will not be subject to license terms that seek to require any THE SWITCH product, service, or documentation incorporating or derived from the Goods or Services or any Supplier or third party intellectual property licensed to THE SWITCH hereunder, or any THE SWITCH intellectual property, to be licensed or shared with any third party, and
 - g. The Services will be performed professionally and be of high grade, nature and quality.
12. Termination. Without prejudice to any other remedies, THE SWITCH may terminate this Purchase Order at any time with or without cause effective immediately upon written notice. If THE SWITCH terminates for convenience, its only obligation is to pay for:
- a. Deliverables or Goods it accepts before the effective date of termination; or
 - b. Services performed, where THE SWITCH retains the benefit after the effective date of termination.
13. Privacy and Data Protection.
- a. "Personal Information" means any information provided by THE SWITCH or collected by Supplier in connection with this Purchase Order:
 - (1) That identifies or can be used to identify, contact, or locate the person to whom such information pertains; or
 - (2) From which identification or contact information of an individual person can be derived.
 - b. Personal Information includes, but is not limited to: name, address, phone number, fax number, e-mail address, social security number or other government-issued identifier, and credit card information. Additionally, if any other information (e.g., a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information is also Personal Information.
14. Waiver. The failure of THE SWITCH to enforce any provision of this Purchase Order, to exercise any election or option provided herein, or to require at any time performance by Supplier of any provision hereof, will in no way be construed to be a waiver of such provision, nor in any way to affect the validity of this Purchase Order or any part thereof, or the right of THE SWITCH thereafter to enforce each and every provision.
15. Insolvency, Loss of Profits, Damages.
- a. The insolvency or adjudication of bankruptcy, the filing of a voluntary petition in bankruptcy, or the making of an assignment for the benefit of creditors by either party will be a material breach of this Purchase Order contract. For the purposes of this Purchase Order, "insolvency" means either (a) the party's liabilities exceed its assets, each fairly stated, or (b) the party's failure to pay its business obligations on a timely basis in the regular course of business.
 - b. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THIS PURCHASE ORDER REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
17. Subcontracting. Supplier will not subcontract with any third party for furnishing any Goods or Services without THE SWITCH's prior written consent.
18. Indemnification. Supplier agrees to indemnify, defend and hold harmless THE SWITCH from and against all claims, demands, loss, costs, damages, and actions for (a) actual or alleged infringements of any third party intellectual property or other proprietary rights arising from the Goods and Services provided to THE SWITCH under this Purchase Order, (b) any claim that, if true, would constitute a breach of any Supplier warranty contained herein, (c) any act or omission of or failure to comply with applicable laws, rules or regulations by Supplier or Supplier's agents, employees, or subcontractors, (d) any breach of confidentiality obligations, and (e) any claims of its employees, affiliated companies or subcontractors regardless of the basis therefor, in each instance including, but not limited to, the payment of settlements, judgments, and reasonable attorneys' fees.

19. Insurance. Supplier will take such steps as may be reasonably necessary to prevent personal injury, bodily injury or property damage during any work that may be performed by any employees, agents, or subcontractor of Supplier in connection with this Purchase Order. Supplier will, at Supplier's expense, maintain the following insurance and minimum limits (or the equivalent limits in applicable local currency): (i) commercial general liability insurance limits of Two Million U.S. Dollars (\$2,000,000.00 USD) per occurrence for personal injury and/or property damage (including Automobile Liability), (ii) Employers Liability insurance with minimum limits of Five Hundred Thousand U.S. Dollars (\$500,000 USD) per occurrence, and (iii) statutory limits for any claims under any applicable US Worker's Compensation and Occupational Disease Acts or other similar laws or regulations that are applicable to acts of Supplier and/or its agents, employees, or subcontractors in connection with this Purchase Order.

If the provision of Goods or Services under this Purchase Order gives rise to Professional liability/errors & omissions liability, Supplier will, at Supplier's expense, maintain insurance coverage for such liability with policy limits of not less than Two Million Dollars (\$2,000,000 USD), each claim, or the equivalent limits in applicable local currency. The insurance will include coverage for infringement of third party proprietary rights (for example trademark and copyright), if such coverage is reasonably commercially available. Supplier will, at Supplier's expense, maintain either active policy coverage or an extended reporting period providing coverage for claims first made and reported to the insurance company within 12 months after termination or expiration of this Purchase Order.

Upon request, Supplier will provide THE SWITCH with proof of the insurance coverage required by this section. If THE SWITCH reasonably determines that Supplier's coverage is less than that required meeting its obligations, Supplier will promptly buy additional coverage at Supplier's expense and notify THE SWITCH in writing.

20. Warranty Regarding Gratuities. Supplier warrants that it has not offered or given and will not offer or give any employee, agent, or representative of THE SWITCH any gratuities with a view to securing any business from THE SWITCH or influencing such person with respect to the terms, conditions, or performance of any contract with or order from THE SWITCH, including but not limited to this Purchase Order.
21. Non-Disclosure of Confidential Matters. If the parties have entered into a standard THE SWITCH Non-Disclosure Agreement, the terms of such agreement will be incorporated herein and all terms and conditions of this Purchase Order as well as THE SWITCH Materials will be deemed Confidential Information as defined therein. If the parties have not entered into a standard THE SWITCH Non-Disclosure Agreement, then Supplier agrees that at all times during the term of this Purchase Order and for five (5) years thereafter, Supplier will hold in strictest confidence, and will not use or disclose to any third party, any confidential information of THE SWITCH. The term "THE SWITCH Confidential Information" means all non-public information that THE SWITCH designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. THE SWITCH Confidential Information includes, without limitation:
- The terms and conditions of this Purchase Order,
 - Information relating to released or unreleased THE SWITCH software or hardware products,
 - Marketing or promotion of any THE SWITCH product,
 - Business policies or practices of THE SWITCH,
 - Customers or suppliers of THE SWITCH,
 - THE SWITCH Materials or any information provided by THE SWITCH under this Purchase Order or obtained or created by Supplier in the course of providing the Goods or Services, or
 - Information received from others that THE SWITCH is obligated to treat as confidential.

If Supplier has any questions as to what comprises THE SWITCH Confidential Information, Supplier will consult with THE SWITCH. THE SWITCH Confidential Information will not include information that was known to Supplier prior to THE SWITCH's disclosure to Supplier, or information that becomes publicly available through no fault of Supplier.

22. Record Keeping. During the term of this Purchase Order and for 4 years thereafter, Supplier agrees to keep all usual and proper records and books of account and all usual and proper entries relating to its costs and expenses which are pertinent to this Purchase Order and its reports hereunder.
23. Assignments. No right or obligation under this Purchase Order (including the right to receive monies due hereunder) will be assigned by Supplier without the prior written consent of THE SWITCH, and any purported assignment without such consent will be void. THE SWITCH may assign its rights under this Purchase Order at any time.
24. Notice of Labor Disputes. Whenever an actual or potential labor dispute is delaying or threatens to delay the timely performance of this Purchase Order, Supplier will immediately notify THE SWITCH in writing of such dispute and furnish all relevant details. Supplier will include a provision identical to the above in each subcontract that may be allowed hereunder and, immediately upon receipt of any such notice will give written notice to THE SWITCH.
25. Applicable Law. For Goods and Services provided to THE SWITCH in the United States, this Purchase Order is subject to and will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, U.S.A. The parties consent to exclusive jurisdiction and venue in a court in the State of Washington, U.S.A. For all other Goods and Services provided to THE SWITCH, the laws, jurisdiction and venue of THE SWITCH's physical location will govern this Purchase Order.
26. Publicity; Use of Trademarks. Supplier will not use any THE SWITCH trademark, servicemark or logo, nor cause or permit to be released any publicity, advertisement, news release, public announcement, or denial or confirmation of the same, in whatever form regarding any aspect of this Purchase Order or the relationship between Supplier and THE SWITCH without THE SWITCH's prior written approval.
28. Severability. If any court of competent jurisdiction determines that any provision of this Purchase Order is illegal, invalid or unenforceable, or if any terms are illegal, invalid or unenforceable under applicable law, the remaining provisions will remain in full force and effect.
29. Survival. The provisions of this Purchase Order which, by their terms, require performance after the termination or expiration or have application to events that may occur after the termination or expiration of this Purchase Order, will survive the termination or expiration of this Purchase Order. All indemnity obligations will be deemed to survive the termination or expiration of this Purchase Order.