

TERMS AND CONDITIONS

These Terms and Conditions ("T&Cs") form an integral part of the above Purchase Order ("PO").

Where Acceptance of the PO shall be demonstrated only by a formal acknowledgement in writing. The terms and conditions stated in this PO shall apply to the extent that a formal Terms of Business ("TOB") agreement has not been executed between the parties. In the event that a TOB agreement is executed, the terms and conditions of the TOB shall supersede and prevail over the terms and conditions stated in this PO.

1. DEFINITIONS:

- 1.1. "Affiliate" shall mean an entity that controls, is controlled by, or is under common control with a Party.
- 1.2. "Authorized Representative" in relation to a Party, shall mean any director, officer or an employee of that Party, who is duly authorized vide a Board Resolution or a power of Attorney backed by a Board Resolution of that Party.
- 1.3. "Confidential Information" shall mean and include the existence and provisions of this PO and any and all information (whether oral or written) either disclosed to the Supplier or its Representatives or to any Affiliate or Subcontractor of the Supplier including any of their respective directors, officers or employees or to any other person at the request of Supplier (hereinafter collectively referred to as "Supplier Personnel") by Mindsprint or any of the Mindsprint Group entities or information which the Supplier or Supplier Personnel becomes privy to in course of or in any way connected to the provision of Services pursuant to this PO including without limitation any and all information relating to any of its customers or vendors, any Deliverables, data, technical information, know-how, techniques, formulae, processes, intellectual property rights, photographs, drawings, specifications, software programs, business related information, business models, trade structures, financials, information obtained through observation, any other information which is perceived as confidential by Mindsprint. Regardless of form, any information furnished, disclosed or transmitted, whether it is marked confidential or not and which is not available in public domain shall be considered as Confidential Information. Confidential Information does not include information that (a) is already known to Supplier without restriction on use or disclosure by the Supplier; (b) is or becomes publicly known through no wrongful act or inaction of the Supplier; (c) has been rightfully received by the Supplier from a third party authorized to make such communication, without restriction on use or disclosure. Notwithstanding anything contained herein, personal information shall be deemed to be Confidential Information and the parties agree to keep the same confidential and comply with all applicable Data Protection and Privacy Laws.
- 1.4. "Deliverables" shall mean and include the final versions of all work product, documents, code, works of authorship, programs, manuals, developments, processes, formulae, data, specifications, fixtures, tooling, equipment, supplies, processes, inventions, discoveries, improvements, trade secrets, made by or on behalf of the Supplier as a result of Supplier's performance of Services and submitted to Mindsprint in connection with the Services.
- 1.5. "Employee" shall mean and include the employees of Supplier and the employees of the Subcontractor/agent/third-party performing Services.
- 1.6. "Goods" means the equipment, goods, materials or other articles (if any) described or otherwise identified in the PO;
- 1.7. "Representative" in relation to a Party, shall mean any director, officer and or an employee of that Party.
- 1.8. "Services" shall mean the Information Technology and Information Technology Enabled Services or means the work (if any) described or otherwise identified in the Purchase Order.
- 1.9. "Subcontractor" shall mean an entity appointed by Supplier, with prior written consent of Mindsprint.
- 1.10. "Supplier" means the person, firm or company whether incorporated or not, to whom the PO is addressed, supplier's legal and authorized representatives, and successors as permitted by Mindsprint; and if the Supplier comprises two or more persons, their obligations are joint and several.

2. The Supplier shall provide the Goods and/or the Services and Mindsprint shall pay the Supplier in accordance with the T&Cs of the PO. Acceptance of the PO will be deemed to bind the Supplier to the T&Cs of the PO and no Goods and/or Services shall be supplied or performed by the Supplier, its employees, agents or representatives, except in accordance therewith. All Goods and/or Services provided by the Supplier shall be of satisfactory quality as indicated in the PO shall ensure that the goods correspond strictly with any and all representations, descriptions, advertisements, brochures, drawings, specifications and samples made or given by the Supplier or stipulated by Mindsprint and are in every respect fit for any purpose which Mindsprint has expressly or by implication made known that it required, are of merchantable quality, in compliance with any applicable national or international standards, general safety requirements, applicable safety regulations and all other applicable legal requirements. No variation in the price or prices and terms and conditions stated in the PO will be accepted unless agreed in writing by Mindsprint. Payment and Invoicing: Mindsprint shall pay Supplier the rates as agreed in this PO. Supplier must submit an invoice to Mindsprint within thirty (30) days of acceptance of the Goods and Services. Such Invoice must contain the relevant PO number and shall be sent to the billing address as mentioned in this PO. Invoices must accurately capture Mindsprint's entity name and address details.

Mindsprint shall be liable to reimburse only those out-of-Pocket expenses which are agreed by Mindsprint. Any out-of-pocket expenses over and above the rates mentioned in the PO shall be preapproved in writing by Mindsprint. Mindsprint shall reimburse undisputed Supplier's invoices within Sixty (60) days of Mindsprint's receipt of invoices. Mindsprint reserves the right to dispute any invoice in good faith but shall only withhold payment on those portions of the invoice regarding which Mindsprint has a dispute. The Supplier represents that the prices quoted under this

PO shall not increase during the term of the PO. Mindsprint shall have no obligation to pay any invoice issued more than ninety (90) calendar days after the delivery of Good or Services under this PO.

3. Mindsprint shall terminate this PO by providing 5 days' prior notice for any reason. If services under scope of this PO are shortened, delayed, cancelled or terminated early by the Supplier, the final invoice will include the undisputed fees for the Service provided till the date of termination. Similarly, notwithstanding the termination of this PO, Supplier shall not be discharged of its obligation to provide to the Mindsprint any Deliverables produced or services agreed by Supplier prior to the date of termination of this PO. On termination of this PO, Supplier shall deliver and shall cause the Subcontractor(s) to deliver to Mindsprint (i) all Confidential Information of Mindsprint that is in the possession of Supplier or Subcontractor(s) ; and (ii) all Deliverables (whether completed or not), that are in the possession of Supplier or a Subcontractor(s).
4. Supplier's and its Subcontractor(s) personnel shall always comply with Mindsprint's policies and rules including but not limited to safety and security, code of conduct, privacy and information security as notified by Mindsprint from time to time to the extent relevant to such personnel in performing Services.
 - 4.1. Supplier shall have well defined information security management systems aligning to industry standards & best practices
 - 4.2. Supplier shall implement adequate administrative, physical and technical safeguards to protect Mindsprint information that are no less rigorous than accepted industry practices such as ISO 27001 .
 - 4.3. Supplier shall represent and warrants that its collection, access, use, storage, disposal and disclosure of Mindsprint confidential information including information related to Mindsprint's client does and will comply with all applicable laws including Privacy and Data protection laws, Regulations and directives.
 - 4.4. Supplier shall have well defined security incident detection and response tools and practices for timely detection and report any suspicious security events / breach impacting business operations.
 - 4.5. Mindsprint Confidential Information shall be adequately protected and encrypted during data in transit, at rest and during processing using strong encryption methodologies and appropriate access controls as per industry best practices
 - 4.6. Supplier agrees to notify Mindsprint (relationship manager) immediately in writing of any discovery of Data breach or suspected breach of the provisions of this agreement or any loss or unauthorized use, disclosure, acquisition of or access to any Mindsprint's confidential information and /or Mindsprint's client business systems of which Supplier becomes aware (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect on Mindsprint, if known, of the Data Breach and the corrective action taken or to be taken by Supplier. Supplier shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with Mindsprint in all reasonable and lawful efforts to prevent, mitigate or rectify such Data Breach.
 - 4.7. Supplier shall support during any security investigations in case of any Data Breach reported impacting the Mindsprint.
 - 4.8. If the Data Breach results from either (I) acts or omissions of Supplier, or (ii) a failure of Supplier to comply with the terms of this PO. Supplier shall subject to liability clauses and bear all responsibility associated with resolving such Data Breach, including (without limitation) assisting in notifying individual as required to by law, notifying regulators and others as required by law, and, subject to Mindsprint's prior written authorization, responding to individual, regulator and/or media inquiries.
 - 4.9. Mindsprint has the right to audit and inspect the systems and processes of Supplier and its third party partners for compliance with this agreement no less frequently than annually. Agree that Mindsprint or Mindsprint's assigned external partner or regulatory authorities can conduct Third Party Security & Physical site audit, not only limited to the Infrastructure to verify the security posture at least minimal once in a year with prior notification in advance during the Term of engagement.
 - 4.10. In case of any audit undertaken by Supplier or its external party, shows any findings that may adversely affect Mindsprint, Supplier shall disclose such findings to Mindsprint with a detailed remediation plan.
 - 4.11. After termination of agreement, Supplier shall perform and ensure Secure disposal of Mindsprint confidential information and Mindsprint client's data stored on the Supplier platform, backup tapes, archives using industry standard tools; except for the data required to be retained for statutory purpose and provide written acknowledgement to Mindsprint.
5. Supplier undertakes and acknowledges that it shall: Ensure that the Confidential Information is not disclosed/ leaked during the currency of the PO and thereafter, except as stated herein below. These measures shall not be less than those taken by the Supplier to protect its own confidential information; disclose the Confidential Information only to its officers, directors, agents employees, or Subcontractors only on a specific need to know basis and only for the benefit of Mindsprint; before disclosing any of the Confidential Information to any of its officers, directors, agents, employees or Subcontractors, it shall cause and require each such officers, directors, agents, employees or Subcontractors (collectively "Representatives") to whom Confidential Information is disclosed or who have access to such Confidential Information, to sign an agreement substantially similar to the Confidentiality clause in this PO and in the event of a breach by any Representatives, Supplier shall remain liable for such breach and any consequences therefrom; make all provisions to ensure that its officers, directors, agents, employees or Subcontractors, handle the Confidential Information in conformity with the requirements of confidentiality and use, as set out in this PO; not duplicate, reverse engineer or transfer Confidential Information to any type of media without prior written consent Mindsprint; Upon Mindsprint's request return or procure the return to Mindsprint all originals, copies and all documents and material which incorporates any Confidential Information of Mindsprint; destroy or erase all notes, soft copies, analyses or memoranda containing or referring to Confidential Information received by it and provide a written certificate to Mindsprint regarding destruction (or erasing as the case may be) of the Confidential Information

within ten (10) days thereafter Supplier shall retain its internal working papers and archives; any retained Confidential Information shall be subject to the terms of this PO. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the Supplier, nor by the rejection of any agreement between the Parties, by a trustee of Supplier in bankruptcy, or by the Supplier as a debtor-in-possession or the equivalent of any of the foregoing under the applicable law. Provided that the Supplier shall promptly notify Mindsprint, if any Confidential Information is required or requested to be disclosed and, so far as it is permitted by law, Supplier shall seek Mindsprint's written approval regarding the manner of such disclosure and the content of any announcement or, at the Mindsprint's expense, co-operate (on pre agreed terms) with any reasonable action which Mindsprint may elect to take to challenge the validity of such requirement. Nothing contained in this PO shall prevent the Supplier from imparting Confidential Information, which it or any company in its group may be obliged to disclose or make available under any applicable rule of law or other governmental regulation of any competent jurisdiction. The obligations of confidentiality shall survive the termination or expiration of the term of this PO.

- 5.1. Security arrangements: To secure the Confidential Information, the Supplier or any member of its group shall keep all Confidential Information and any copies of it, in secure premises and not allow access to or disclose the Confidential Information by or to any person except to such representatives who have a reasonable need to use it for the purpose.
- 5.2. Supplier acknowledges and confirms that: Mindsprint shall remain vested holder of Confidential Information, and retains all intellectual property rights in its Confidential Information (including copyright or any other intellectual property right in materials given to and produced by the Supplier relating to Confidential Information of the Mindsprint excluding Supplier's internal working papers and Supplier Property and nothing in this PO shall be construed as granting to or conferring on the Supplier any license or other right, title or interest in the Confidential Information or in any intellectual property now or subsequently owned, licensed to or controlled directly or indirectly by Mindsprint, except as expressly stated in this PO. Mindsprint will provide accurate and complete information to Supplier in a timely manner. Supplier will be entitled to rely on, and will not verify any information provided by, or on behalf of, Mindsprint which relates to the Services. Mindsprint shall ensure that it has secured the requisite right, consent and permission to disclose to Supplier any third-party information, materials, software, or hardware in connection with the Services. Supplier shall have no liability arising from or relating to any third party hardware, software, information or materials selected or supplied by Mindsprint. Supplier is not liable for any delay or loss that arises because Mindsprint or any third party does not fulfil its obligations in connection with the Services. The Supplier acknowledges that the disclosure of the Confidential Information to any person and in the manner, other than as stated herein, would give rise to irreparable injury to Mindsprint, inadequately compensable in damages. Therefore, without prejudice to any other rights and remedies, Mindsprint may seek and obtain injunctive relief against the breach or threatened breach of the Supplier's obligations and undertakings herein.
6. The Goods and/or Services shall be at the Supplier's risk until delivered to the point at the Location designated in the PO. Save to the extent that the Goods and/or Services are to be supplied subject to a license for any intellectual property rights, the terms of which have been notified and expressly accepted by Mindsprint in writing, property in the Goods and/or Services shall pass to Mindsprint on delivery without prejudice to any right of rejection; provided that if payment has been made in advance of delivery, property shall pass to Mindsprint upon receipt by the Supplier of payment and allocation of the Goods and/or Services to the PO. Ownership of any intellectual property rights created pursuant to the Supplier's performance of the PO shall vest upon creation in Mindsprint.
7. Neither Supplier nor its Employee/ Subcontractor shall have the right to purchase Goods and/or Services in the name of Mindsprint, execute or make contracts in the name of Mindsprint or obligate Mindsprint in any way. Nothing in this PO shall be constructed as creating employer-employee relationship between Mindsprint and the Supplier or Mindsprint and the Employee/ Subcontractor.
 - 7.1. Compliance with export and import laws: Supplier is solely responsible for complying with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.
 - 7.2. Compliance with other Laws: Supplier is solely responsible for complying with all other applicable laws, rules and regulations including without limitation the employment laws, data protection laws and engagement of the Employee/ Subcontractor, including those relating to immigration, taxation, workers' compensation, wages, statutory dues, Contract Labor, and unemployment compensation. If Mindsprint for any reason makes any payment to avoid non-compliance with any applicable laws, rules and regulations on behalf of the Supplier, then Mindsprint shall have the right to recover the amounts paid from the Supplier or set-off the same from the amounts due to the Supplier with prior intimation to Supplier.
 - 7.3. Responsibility for Personnel. Supplier is solely responsible for all acts and omissions of its personnel and/or Subcontractor's personnel. Supplier shall ensure that each of its personnel and/or Subcontractor's personnel working on Mindsprint's or Mindsprint customer's premises shall comply with all Policies, rules and regulations including onboarding and off-boarding formalities as notified by Mindsprint from time to time to the extent applicable to them as Supplier's personnel and/or Subcontractor's personnel. No Obligation of Mindsprint: Mindsprint shall not have any obligation to provide any insurance or other benefits for the Employees/ Subcontractors.
8. Supplier represents and warrants that the Goods and Services and Deliverables, at the time of their delivery to Mindsprint, do not infringe upon or violate the patent, copyright, trademark, trade secret or other proprietary rights of

any third party (each such violation, an "infringement"). If Supplier believes that Mindsprint's use of a Deliverable or Supplier's provision of Services are or shall be affected by reason of an infringement or if such event actually occurs, then Supplier shall, at its sole expense, either (a) procure for Mindsprint the right to continue to use the Deliverable and/or receive the Services; or (b) use commercially reasonable efforts to replace or modify the infringing Deliverable and/or Services so that such Deliverable and/or Services become(s) non-infringing while still achieving substantially the same functionality and purpose. If neither (a) or (b) are reasonably achievable, Supplier shall refund to Mindsprint the amount paid by Mindsprint for the infringing Deliverable and/or Services, as well as all other Deliverables and Services under the PO whose value has been materially diminished as a result of the infringement and any other expense, loss, damage incurred by Mindsprint due to such infringement/ probable infringement (including expenses incurred in procuring alternate deliverable). If the Services related to the infringement were provided on a fixed price basis, a refund of all amounts paid by Mindsprint to Supplier under the PO shall be made.

9. Supplier represents and warrants that Supplier and the Subcontractors shall perform the Services with due care, skill and judgement in accordance with the highest professional standards to the satisfaction of Mindsprint as per the stated acceptance criteria. All Employees shall be adequately trained, competent and experienced, and the Services shall be in compliance with all applicable governmental laws, regulations and requirements. Supplier represents and warrants that Supplier and Subcontractors are providing Services and Deliverables to Mindsprint under this PO without breaching or interfering with any agreement or understanding to which Supplier or the Subcontractors might be a party or by which Supplier or the Subcontractors might be bound. The Supplier represents and warrants that there are no legal or contractual obligations which conflict with, prejudice or adversely impact the provision of Services by the Supplier to Mindsprint in accordance with the terms of this PO and the Supplier undertakes that it shall inform Mindsprint in writing as soon as it becomes aware of any conflict of interest or obligations which impacts / likely to impact its legal or contractual ability to provide services to Mindsprint as contemplated herein. Further, the Supplier warrants that the sale or use of the Goods and/or Services by Mindsprint will not infringe any Indian or Foreign patent, trademark, trade name, registered design, copyright or any other similar rights. The Supplier undertakes to indemnify Mindsprint against any and all loss, damage, liability, costs and/or expenses which Mindsprint may suffer or incur by reason of any breach of such warranties.
- 9.1. Each Party represents and warrants that it is legally competent to enter into and has the full right, power and authority to execute and deliver this Agreement, to perform its obligations under this Agreement and that this Agreement constitutes valid and legally binding obligations on it, enforceable against it in accordance with terms contained thereof.
10. The Supplier ("Indemnifying Party") shall defend, indemnify and hold harmless Mindsprint from and against any and all liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses including without limitation, reasonable legal fees on a full indemnity basis (each a "Claim") relating to breach of any terms or conditions of this Agreement, representation & warranties of the Supplier, damage to person or property, infringement of intellectual property rights, negligence, breach of Confidentiality obligations and breach of any applicable law.
11. Either Party shall not and shall cause and require that they do not, directly or indirectly, solicit for employment or employ, by a current or former employee, of Mindsprint/ Supplier during the currency of this Agreement and for a period of one year from the date of termination of this Agreement if such employee has been directly involved in performing Services. However such restriction will not apply to hiring pursuant to general public advertisement, employment portals, hiring agencies etc.
12. Neither Party shall be liable for any indirect, consequential, exemplary, incidental, or punitive damages, including lost profits, even if the Party has been advised of the possibility of such damages. Notwithstanding anything mentioned in this Agreement the aggregate liability of Mindsprint to the Supplier shall not exceed the aggregate amount paid by Mindsprint to the Supplier under this PO.
- 12.1. Governing Law: The laws of India shall govern all matters arising out of or related to this PO including its interpretation, construction, performance and enforcement. The Parties submit to the exclusive jurisdiction of courts in Chennai for any matters arising out of or in connection with this agreement.
- 12.2. Supplier shall not make any statement or issue any circular letter dealing with the subject matter of the Contract, nor shall it in its correspondence make any use of any paper with printed headings or other printed notes referring to the subject matter of the Contract, nor shall the Supplier make use of Mindsprint's/ Mindsprint's customers name or logo without first obtaining Mindsprint's written approval.
- 12.3. During the term of this PO, and upon 10 days prior notice to Supplier, Mindsprint shall have the right to audit and inspect Supplier's invoicing records pertaining only to amount payable including out of pocket expenses. Any such review/audit shall be conducted during business hours as per a pre-agreed procedure.
- 12.4. Supplier shall not assign or subcontract the rights and obligations under this PO or part thereof without the prior written consent of Mindsprint. Any assignment or subcontracting in contravention to this PO shall be null and void.
- 12.5. This PO is binding upon and inures to the benefit of the Parties hereto and respective permitted successors and assigns. Mindsprint may assign this PO upon intimation to Supplier, in whole or in part to an Affiliated entity or to any Mindsprint Group member or to any party by operation of law or by merger or in connection with the sale of any line of business.
- 12.6. Any delay or failure of performance of either Party hereto under this PO shall not constitute a breach or default of this PO, or give rise to any claim for damages, if and to the extent that such delay or failure is: (i) directly caused by a catastrophic natural disaster, war or act of terrorism; and (ii) beyond the control or ability of the other Party to prevent such an event. In the event that a Party intends to invoke this force majeure provision, that Party shall provide prompt notice to the other Party as soon as possible after the occurrence of the event, giving rise to the claim of force majeure. Each Party shall exercise commercially reasonable efforts to mitigate the extent of the aforesaid

delay or failure; provided, however, should any such delay or failure continues for more than thirty (30) business days, this PO may be terminated.

- 12.7. For up to six (6) months following the termination and at other times upon Mindsprint's request, Supplier shall and shall cause Employee / Subcontractors to cooperate with Mindsprint in ensuring adequate knowledge transfer on all subject matters pertaining to the Goods and Services and such knowledge transfer to include, as appropriate: participating in meetings and telephone/ video calls to transfer relevant information to Mindsprint's personnel or designees; providing training for Mindsprint personnel or designees; preparing written memoranda and/or summaries with information necessary for the use of Goods and Services and transition of work involving such Goods and Services; and generally facilitating Mindsprint's ability to use the Goods and Services. Supplier shall present to Mindsprint an itemized list of what knowledge transfer activities it has performed and when. Also, for a period of six (6) months following termination Supplier shall make all reasonable effort to ensure that the Employees who performed the applicable Services and Deliverables for Mindsprint are available by telephone and e-mail to answer questions, provide clarifications, and otherwise assist in general knowledge transfer to Mindsprint. For avoidance of doubt, details of the knowledge transfer process shall be mutually discussed and agreed at the relevant time.
- 12.8. Supplier agrees that neither it, nor anyone acting on its behalf, will violate any Indian or International anti-bribery laws/ standards. Specifically, Supplier agrees that it will not, and shall cause and require it Subcontractors not to directly or indirectly, pay, offer to pay, or authorize the payment of any money or anything of value to an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity or any person acting in an official capacity on behalf thereof, or any political party, any official of a political party, or any candidate for political office (each, a "Government or Political Official or Entity" and collectively, "Government or political Officials and Entities"); or any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official or Entity; for the purpose of influencing any act or decision of such Government or Political Official or Entity in his, her or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his, her or its influence with the government or instrumentality thereof to affect or influence any act or decision, in order to assist Mindsprint and/or its parent company in the consummation of the transactions contemplated by this PO. Upon Mindsprint's request and in a mutually agreed manner, Supplier will disclose any payments made by it to any Government or Political Official or Entity for the purpose of the services envisaged herein.
- 12.9. The Parties may not amend this PO except by a written agreement that each Party executes. The terms of such an amendment shall apply as of the effective date of such amendment, unless the amendment specifies otherwise.
- 12.10. The failure of either Party hereto at any time to require strict performance of any of the terms and conditions hereof by the other Party hereto, shall not be construed as a waiver or relinquishment of any such term or conditions, nor shall such failure be construed to waive, relinquish or diminish the former's right thereafter to demand strict compliance therewith or with any other provisions of this PO. The waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion, and no waiver hereunder shall be effective unless it is in writing and signed by the Party granting such waiver.
- 12.11. This PO constitutes the entire expression of the Parties' agreement on the matters contained in this PO. All prior and contemporaneous negotiations, understandings, agreements between the Parties on the matters contained in this PO are expressly superseded by this PO.
- 12.12. If any provision of this PO is determined to be invalid, illegal or unenforceable, the remaining provisions of this PO shall remain in full force, if the essential terms and conditions of this PO for each Party remain valid, binding and enforceable.
- 12.13. The provisions of this PO that by their nature are intended to survive termination of this PO shall do so including but not limited to clauses 3, 4, 5, 7.1, 7.2, 10, 11, 12.8.