

Purchase Order Terms & Conditions (“PO Terms”)

1. **Acceptance and Effect.** These PO Terms are between the supplier (“Supplier”) identified in any order or SOW (the “Order”) and the entity placing the Order (e.g., Fenix24, Inc. or its “Affiliate,” i.e., entities with at least 50% common direct or indirect equity ownership or control, including Conversant Group, LLC, Argos99, LLC, Fenix24 Limited, Grypho5, LLC, and Athena7, LLC (“Fenix24”) and cover all goods, services, deliverables, intellectual property, software and support (the “Sold Items”). These PO Terms are effective upon the commencement of performance of an Order or the date of Supplier’s signature on the applicable Order, whichever is earlier. Except to the extent the parties have mutually executed a separate applicable agreement, acceptance of the Order is expressly limited to these terms and conditions without counterproposal.
2. **Shipment and Returns of Goods or Deliverables.**

Supplier will mark all containers with necessary handling and shipping information, PO number(s), date of shipment, and names of the consignee and consignor.

 - (1) An itemized invoice and packing list, and other documentation required for domestic or international transit, regulatory clearance or identification of the Goods or Deliverables will accompany each shipment.
 - (2) Fenix24 will only pay for the quantity received, not to exceed the maximum quantity ordered.
 - (3) Supplier will bear all risk of loss, damage, or destruction to the Goods or Deliverables, in whole or in part, occurring before final acceptance by Fenix24 at the designated delivery location.
 - (4) Supplier will bear the expense of return shipping charges for over-shipped quantities or rejected items.
3. **Invoices.**
 - a Fenix24 will make commercially reasonable efforts to notify Supplier in writing of any disputed amount within 30 days of receiving the applicable invoice. Neither failing to provide notice within that time, nor payment of an invoice, is a waiver of any claim or right.
4. **Payment Terms, Cash Discounts, Offset, and Expenses.**
 - a. Payment of an invoice will not constitute acceptance, and is subject to adjustment for shortages, defects, or other failure of Supplier to meet the requirements of these PO Terms. Unless otherwise agreed, Supplier is responsible for all expenses incurred by Supplier, and performing under these PO Terms.
5. **Taxes.**
 - a. Fenix24 will pay Supplier any sales, use or value added taxes it owes due to these PO Terms and which the law requires Supplier to collect from Fenix24. Except as stated in the prior sentence, the amounts to be charged to Fenix24 shall not include taxes. Fenix24 is not liable for any taxes that Supplier is legally obligated to pay, including net income or gross receipts taxes, franchise taxes, and property taxes.
 - b. Import taxes are the responsibility of the Supplier unless otherwise agreed in the Order. If Fenix24 provides Supplier a valid exemption certificate, Supplier will not collect the taxes covered by such certificate. If the law requires Fenix24 to withhold taxes from payments to Supplier, Fenix24 may withhold those taxes and pay them to the appropriate taxing authority. If requested, Fenix24 will deliver to Supplier a receipt for such taxes.
6. **Inspection and Acceptance.**
 - a. Fenix24 may cancel the applicable Order if Supplier fails to comply with any part of these PO Terms or the Order.
 - b. Without prejudice to other discoveries of non-conformance later, Fenix24 and/or its customer(s) may inspect or test Sold Items for 30 days from delivery unless otherwise agreed in writing.
 - c. If any item provided under these PO Terms is defective in materials or workmanship or not in conformity with the requirements, then Fenix24 may reject it or require its correction within a specified time, accept it with an adjustment in price, or return it to Supplier for full credit.
7. **Additional Requirements.**
 - a. Business continuity. Supplier will be responsible for maintaining and testing an effective business continuity program (including disaster recovery and crisis management) to provide continuous access to, and support for, ongoing responsibilities such as support and cloud services. For cloud service, Supplier must, at all times: (1) back up, archive and maintain duplicate or redundant systems that: (i) are located at a secure physical location (other

than the location of primary system(s) used to provide cloud services); (ii) are updated and tested at least annually; and (iii) can fully recover all Fenix24-furnished data on a daily basis; and (2) establish and follow procedures and frequency intervals for transmitting backup data and systems to Supplier's backup location. On request, Supplier will provide (i) an overview the business continuity program and good faith written responses to inquiries about that program.

b Cloud Service Transition. Upon the end of an Order, or if Fenix24 so requests in writing, Supplier will provide: all assistance Fenix24 reasonably requires to timely and smoothly transition to alternative services.

8. Changes. Fenix24 may suspend Supplier's performance, increase or decrease the ordered quantities, or make changes for Fenix24's reasonable business needs (each, a "Change Order"), by written notice to Supplier, including via e-mail. Unless mutually agreed, a Change Order does not apply to avoid payment for Sold Items timely and fully delivered before 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 Fenix24 agrees to such adjustment in writing. The Supplier must always notify Fenix24 of any circumstances of which it becomes aware which are likely to impact its ability to perform its obligations under these PO Terms.

9. Ownership and Use of the Parties' Respective IP.

a. Each party will own and retain all rights to its pre-existing IP and any IP developed independently of the Sold Items under the Order and these PO Terms, including any of such party's IP rights therein.

b. Fenix24 will own all deliverables, including all IP rights, and all materials created by Supplier while creating or delivering the Sold Items for this Order. Any Supplier work which is a written or customized product or report related to, or to be used in, a deliverable is regarded as IP. If deliverables do not qualify as a work made for hire, Supplier assigns to Fenix24 all right, title, and interest in and to them, including all IP rights. Supplier waives all moral rights in any deliverables. Unless otherwise agreed in a signed license, Supplier grants Fenix24 a worldwide, nonexclusive, perpetual, irrevocable, royalty-free, fully paid up right and license, under all current and future IP rights, to use Supplier's and third-party IP consistent with Fenix24's ownership interests under this Section.

c. Supplier grants to Fenix24 and its Affiliates a worldwide, irrevocable, nonexclusive, perpetual, paid-up and royalty free license (subject to payment of fees in the applicable Order, for any Sold Items that include software or other IP not subject to a mutually executed separate license. The license allows Fenix24 to use such software and IP in connection with the Sold Items. Fenix24 may transfer this license to a Fenix24 Affiliate, or a successor owner or customer by sale or lease.

d. Supplier grants to Fenix24 and its Affiliates and their end users (if any), to the limited extent necessary to the performance of the cloud services, a worldwide, nonexclusive, unlimited, paid-up and royalty free right to access and use, during the term, services including cloud services, in each case for Fenix24's business purposes.

e. Pass through warranties and indemnities. Supplier assigns and passes through to Fenix24 all of the third-party manufacturers' and licensors' warranties and indemnities for the Goods.

f. Title to Sold Items other than licensed software will pass from Supplier to Fenix24 upon the earlier of payment or delivery.

g. Fenix24 IP.

(1) Fenix24 grants Supplier a nonexclusive, non-sublicensable (except to subcontractors approved by Fenix24 in accordance with these PO Terms), revocable license (i) under Fenix24's IP rights to copy, use and distribute Fenix24 Materials provided to it only as necessary to perform in accordance with these PO Terms. "Fenix24 Materials," are any tangible or intangible materials, provided by or on behalf of Fenix24, any of its affiliated companies, or their respective end users or customers, to perform services pursuant to a Fenix24 SOW (or order).

(2) Fenix24 retains all interest in Fenix24 Materials and related IP rights. Supplier has no right to sublicense Fenix24 Materials except to approved subcontractors as required to perform the delivery of Sold Items. Supplier will take reasonable precautions to protect and ensure against loss or damage, theft, or disappearance of Fenix24 Materials.

(3) Fenix24 may revoke the license to Fenix24 Materials at any time for any reasonable business reason. The license will terminate automatically on the earlier of the expiration or termination of the applicable Order.

- (4) Regarding Supplier's use of Fenix24 Materials: Supplier will not modify, reverse engineer, decompile, or disassemble Fenix24 Materials except as allowed by Fenix24. Supplier will leave in place, and not alter or obscure proprietary notices and licenses contained in Fenix24 Materials. Supplier may never redistribute or share with any third party any Fenix24 Materials except as expressly approved by Fenix24 in writing including in an applicable Order.
- (5) No Fenix24 Materials, IP or Confidential Information, may be used by Supplier or an AI Model to customize, train, or improve, directly or indirectly, any artificial intelligence model or product (including the AI Model itself) without Fenix24's express prior written consent. Any failure to obtain such consent is a material breach and Supplier's limitation of liability will not apply. "AI Model" means any artificial intelligence model (including a deep learning or machine learning model) used in connection with or incorporated into the Sold Items. Supplier will comply with all Fenix24 policies and requirements related to use of AI Models.

10. Representations and Warranties. Supplier represents and warrants that:

- a. It has full rights and authority to enter into, perform under, and grant the rights in according to these PO Terms and its performance will not violate any agreement or obligation between it and any third party;
- b. Services will be performed professionally and be at or above industry standard and must meet the standards and specifications in these PO Terms and be suitable for the intended use. Supplier must: (a) provide and maintain at all times sufficient and appropriate management, personnel, equipment and other resources necessary to provide the services; and (b) ensure that the personnel engaged in the performance of the services: (i) are suitably qualified and experienced; and (ii) carry out their duties to the best of their skill and ability and in accordance with industry best practice; (c) ensure that the services and work conducted by or on its behalf comply with applicable workplace health and safety laws, standards and policies; and (d) promptly notify Fenix24 of any event or circumstance that has, or is likely to have, any adverse effect on the health or safety of persons to whom Fenix24 has a duty under applicable workplace health and safety laws.
- c. Supplier will provide all Sold Items free from: (1) any defects in design, workmanship, and materials; (2) any liability for royalties; and (3) any mechanic's liens or any other lien or security interest or encumbrance. Supplier must possess and transfer good and marketable title to all goods delivered that are sold hereunder, not rented or leased.
- e. Sold Items will comply in all material respects with all documentation including written descriptions of the Sold Items provided or available to Fenix24.
- f. Unless expressly called out in a mutually signed document, the Sold Items and any Supplier or third-party IP provided to Fenix24 under these PO Terms: are not governed, in whole or in part, by an Excluded License. "Excluded License" means any software license that requires as a condition of use, modification and/or distribution, that the software or other software combined and/or distributed with it be: (i) disclosed or distributed in source code form; (ii) licensed to make derivative works; or (iii) redistributable at no charge; and will not be subject to license terms that require any Fenix24 IP, to be licensed or shared with any third party.
- g. Sold Items will not contain any viruses or other malicious code that will degrade or infect any products, services, or any other software or Fenix24's network or systems or those of its customers;
- h. Supplier will comply with all laws, rules, and regulations, including without limitation anti-corruption Laws, privacy laws and regulations, laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, and/or money-laundering, the U.S. Foreign Corrupt Practices Act and UK Bribery Act), whether local, state, federal or foreign. The Supplier will comply with all relevant laws and regulations applicable to the import or export of the Items, including but not limited to, trade laws and regulations such as the U.S. Export Administration Regulations or other end-user, end use, and destination restrictions by the U.S. and other governments, as well as sanctions regulations administered by the U.S. Office of Foreign Assets Control ("Trade Laws"). Fenix24 may suspend or terminate these PO Terms immediately if Fenix24 reasonably concludes that continued performance would violate Trade Laws.
- i. Supplier will, at its expense: (1) implement and maintain appropriate technical and organizational measures to protect the anything shared by Fenix24 hereunder, including Personal Data, and any other Fenix24 Confidential Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data, or any other Fenix24 Confidential Information, transmitted, stored or otherwise processed; (2) as soon as commercially and technologically practicable, remediate any material vulnerabilities of which Supplier becomes aware; and (3) comply with Supplier's privacy and data protection obligations under these PO Terms.

All warranties referred to in these PO Terms run to Fenix24 and its successors and assigns, including any Fenix24 customer purchasing the Sold Items as a result of a resale to that customer. To the extent that any Third Party Warranty applies, Supplier must deliver any Third Party Warranty to the Purchaser in a form acceptable to the Purchaser, where a Third Party Warranty includes: the warranty from a third party in respect of the Sold Items and any warranty provided by a third party to the Supplier in respect of the Sold Items.

11. Termination. (A) Fenix24 may terminate these PO Terms or the applicable Order with or without cause unless otherwise specifically agreed in a mutually signed agreement. Termination is effective upon written notice.

If Fenix24 terminates for convenience, its only obligation is to pay for:

- a. Deliverables or goods it accepts before the effective date of termination;
- b. Services performed, where Fenix24 retains the benefit after the effective date of termination; and
- c. Cloud services delivered before the termination effective date (and post termination transition or assistance expressly requested by Fenix24).

Supplier will provide a pro-rata refund to Fenix24 for any prepaid unused fees.

(B) Either party may terminate immediately by giving written notice to other party if: (a) the other party commits a breach which is capable of remedy, and fails to remedy that breach within 14 calendar days from the date the first party notifies the other party of the breach; (b) the other party commits a material breach of any of its obligations, which is not capable of remedy; or (c) the other party becomes insolvent. If Supplier expects that it cannot perform an Order it must notify Fenix24 in writing as soon as it has that expectation, and Supplier shall take reasonable actions to assist Fenix24 with mitigating any harm or loss resulting from the termination or non-performance. Termination or expiration does not affect any right, claim or remedy of Fenix24 that accrued prior to termination or expiration.

12. Security, Privacy, Artificial Intelligence and Data Protection. Supplier will comply with the following, at its own cost.

- a. Supplier's written security procedures or policy must include risk assessment and controls for: (1) system access; (2) system and application development and maintenance; (3) change management; (4) asset classification and control; (5) incident response, physical and environmental security; (6) disaster recovery/business continuity; and (7) employee training. Supplier will make that policy available to Fenix24, along with descriptions of the security controls in place, upon Fenix24's request and other related information reasonably requested by Fenix24.
- b. Supplier will comply with the privacy and data protection requirements in the Supplier Code of Conduct referred to in Section 16, below.
- c. Without limiting Supplier's obligations under these PO Terms, on becoming aware of any Security Incident (defined below), Supplier will:
 - (1) notify Fenix24 without undue delay of the Security Incident (in any case no later than it notifies any other customers of Supplier and in all cases before Supplier makes any general public disclosure (e.g., a press release)); NOTE: Supplier may notify a third party about a Security Incident affecting Personal Data if it is under a legal obligation to do so, provided that Supplier makes every effort to give Fenix24 prior notification, as soon as possible and if prior notification is not possible, notify Fenix24 immediately once it becomes possible to give notification.
 - (2) promptly investigate or perform required assistance in the investigation of the Security Incident and provide Fenix24 with detailed information about the Security Incident, including a description of the nature of the Security Incident, the approximate number of Data Subjects affected, the Security Incident's current and foreseeable impact, and the measures Supplier is taking to address the Security Incident and mitigate its effects; and
 - (3) promptly take all commercially reasonable steps to mitigate the effects of the Security Incident, or assist Fenix24 in doing so.

"Security Incident" means any: (1) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Confidential Information, including Personal Data, transmitted, stored, or otherwise processed by Supplier or its subcontractors; or (2) Security Vulnerability (i) related to Supplier's handling of Confidential Information, including Personal Data, or (ii) impacting Fenix24 products, services, software, network, or systems. *"Security Vulnerability"* means a weakness, flaw, or error found within a security system of Supplier or its subcontractors that has a reasonable likelihood to be leveraged by a threat agent in an impactful way. Supplier will comply with this Section at Supplier's cost unless the Security Incident arose from Fenix24's express written instructions. Supplier must obtain Fenix24's written

approval before notifying third parties of a Security Incident that affected or likely would affect Fenix24 or its customers.

- d. **Artificial Intelligence.** If the Sold Items include artificial intelligence technology, Supplier will (a) expressly share that in writing with Fenix24, and (b) at Supplier's expense, implement and maintain appropriate technical and organizational measures to ensure such artificial intelligence technology complies with all laws and industry standards, including related to the privacy and confidentiality. Supplier will make any governing policies on the A.I. available to Fenix24 upon Fenix24's request.

16. **Supplier Code of Conduct.** Supplier will comply with the most current Supplier Code of Conduct at <https://conversantgroup.com/suppliercode/> and any other Policies (*e.g.*, physical or information security or artificial intelligence Policies) or training identified by Fenix24 in a SOW, order, or other requirement shared during the term.
17. **Accessibility.** Any product, website, web-based application, software, mobile applications, or content provided by or on behalf of Supplier or Supplier's Affiliate under these PO Terms must comply with all legal accessibility requirements.
18. **Federal Flow Downs.** If in providing the Services, Supplier will have access to receive, store, process, or transmit Covered Defense Information (defined in DFARS clause 252.204-7012), then Supplier shall also comply with all applicable Defense Federal Acquisition Regulation Supplement (DFARS) requirements and security standards, including but not limited to those in DFARS clause 252.204-7012. Supplier may not use telecommunications equipment and services, pursuant to FAR 52.204-25 and DFARS 252.204-7016. Where applicable, Supplier shall abide by 41 CFR §§ 60-1.4(a) (non-discrimination), 60-1.8 (no segregated facilities), 60-300.5(a) and 60-250.4 (veterans), 60-741.4 & 741.5(a) (disabilities), and 52.222-35, and 36 (veterans and disabilities).
19. **No Waiver.** Fenix24's delay or failure to exercise any right or remedy will not waive that or any other right or remedy.
20. **Insolvency; Limitations of Liability.**
- a. The insolvency or adjudication of bankruptcy, filing a voluntary petition in bankruptcy, or making an assignment for the benefit of creditors by either party will be a material breach of these PO Terms. For these PO Terms, "insolvency" means either (1) the party's liabilities exceed its assets, each fairly stated, or (2) the party's failure to pay its business obligations on a timely basis in the regular course of business.
- b. **Limitations of Liability.** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS STATED IN THESE PO TERMS, A BREACH OF A PARTY'S CONFIDENTIALITY, SECURITY, PRIVACY, OR DATA PROTECTION DUTIES UNDER THESE PO TERMS, INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF IP RIGHTS IN CONNECTION WITH THESE PO TERMS, OR FRAUD, 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, WHICH ARISE OUT OF THESE PO TERMS, REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
21. **Subcontracting.** Supplier will not subcontract with any third party to furnish services hereunder without Fenix24's prior knowledge and written consent. If Supplier subcontracts any such services, Supplier will be fully liable to Fenix24 for any actions or inactions of subcontractor, remain subject to all obligations under these PO Terms, and require the subcontractor to agree in writing to terms no less protective of Fenix24 than the terms of these PO Terms.
22. **Indemnification and Other Remedies.**
- a. Supplier will defend, indemnify and hold harmless Fenix24 (including as defined above, its Affiliates) against all claims, demands, loss, costs, damages, and actions for: (1) actual or alleged infringement of any third-party intellectual property or misappropriation of trade secret claims arising from anything provided under these PO Terms; (2) any claim that, if true, would constitute a breach of any law, regulation, tax or duty requirement, or breach of a Supplier representation or warranty contained herein; (3) any breach by Supplier or its subcontractors of confidentiality, security, or privacy, data protection, artificial intelligence, or publicity obligations; (4) the grossly negligent or willful acts or omissions of Supplier or its subcontractors, which results in any bodily injury or death to any person or loss or damage to tangible property; and (5) any claims of its employees, affiliated companies or subcontractors regardless of the basis, including, but not limited to, the payment of settlements, judgments, and reasonable attorneys' fees.
- b. In addition to all other remedies available to Fenix24, if use of a Sold Item is enjoined, threatened, or may violate applicable law, Supplier, at its expense will notify Fenix24 and immediately replace or modify the good, service, or technology so they are non-infringing, compliant with applicable law, and useable to Fenix24's reasonable satisfaction. If Supplier does not promptly do so, then in addition to any amounts reimbursed under this Section, Supplier will refund all amounts paid by Fenix24 for infringing goods, services.

- 23. Non-Disclosure of Confidential Matters.** If the parties have signed a Non-Disclosure Agreement applicable to the subject of the Order, its terms will apply. If not, then during the term of these PO Terms and for 5 years thereafter, Supplier will hold in strictest confidence, and will not use or disclose to any third party (except to a Fenix24 Affiliate), any Fenix24 Confidential Information. The term "Fenix24 Confidential Information" means all nonpublic information that Fenix24 or an affiliated company designates in writing or orally as being confidential, or which, under the circumstances of disclosure would indicate to a reasonable person that it ought to be treated as confidential. Notwithstanding anything to the contrary in these PO Terms, all Personal Data shared with Supplier or a Supplier affiliate and in connection with these PO Terms is Fenix24 Confidential Information. Fenix24 Confidential Information will not include information known to Supplier before Fenix24's disclosure to Supplier, or information publicly available through no fault of Supplier. On expiration or termination of these PO Terms or the applicable SOW, or on request by Fenix24 or Fenix24's Affiliate, Supplier will promptly: (i) return all Fenix24 Confidential Information to Fenix24 or the applicable Fenix24 Affiliate; or (ii) destroy the Fenix24 Confidential Information (including copies thereof) and upon request certify its destruction, in each case unless the Law expressly requires otherwise or the parties otherwise expressly agree in writing. In each instance, retention of standard IT backups retained as confidential under ongoing standard backup policy, used for no other purpose, and purged in the ordinary course of business do not violate this clause. For any Fenix24 Confidential Information that Supplier retains after expiration or termination of these PO Terms or the Order (for example, because Supplier is legally required to retain the information), Supplier will continue to comply with all confidentiality obligations herein.
- 24. Independent Development.** Nothing in these PO Terms limits Fenix24's ability to, directly or indirectly, acquire, license, develop, manufacture, or distribute, same or similar products, technology or services to those in the order or SOW.
- 25. Audit.** During the term of the Order, and for 3 years after, Supplier will retain records of account and performance related hereto, and as otherwise required for legal compliance ("Supplier Records"). During that time, Fenix24 may audit and/or inspect the applicable records to verify Supplier's compliance with these PO Terms, including privacy, security, export compliance, accessibility, and taxes. Fenix24 or its designated independent consultant or certified public accountant ("Auditor") will conduct audits and inspections. Fenix24 will provide reasonable notice (typically 21 days or more) before the audit or inspection and will instruct the Auditor to avoid disrupting Supplier's operations, including consolidating audits where practical. Supplier agrees to provide reasonable access to Supplier records and facilities. If Fenix24 overpaid Supplier, Supplier will reimburse Fenix24 for any such overpayment – plus costs of audit if the overcharge was by 5% or more, plus interest at .5% per month from the date of the overcharge. Nothing in this Section limits Fenix24's right to audit Supplier under any other agreement or Section of these PO Terms.
- 26. Assignments.** No right or obligation under these PO Terms (including the right to receive monies due) will be assigned by Supplier without the prior written consent of Fenix24. Any assignment without such consent will be void. Fenix24 may assign its rights and/or obligations under these PO Terms to an affiliate upon providing written notice to Supplier.
- 27. Disputes, Jurisdiction and Governing Law.** These PO Terms are governed by Tennessee law (disregarding conflicts of law principles), and the parties consent to jurisdiction and venue in the state and federal courts in Hamilton County, Tennessee. Neither party will claim lack of personal jurisdiction or forum non conveniens in these courts. Prior to initiating any dispute in any court – except where necessary for emergency expedited relief or to prevent an applicable statute of limitations from expiring – each Party shall provide formal written notice to the other of the grounds for the claim and the relief sought, and make a good faith effort for a period of 30 calendar days, to attempt to reach agreement on a resolution.
- 28. Insurance.** Supplier shall, at its sole cost and expense, carry at least industry standard insurance coverage in connection with the Sold items provided by Supplier. Supplier shall provide a certificate of insurance reasonably acceptable to Fenix24, and naming Fenix24 as an additional insured, promptly upon request.
- 29. Publicity.** Supplier will not issue press releases or other publicity related to Supplier's relationship with Fenix24 or these PO Terms without prior written approval from Fenix24.
- 30. Severability, URLs.** If a court of competent jurisdiction determines that any provision of these PO Terms is illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. These PO Terms will be interpreted according to their plain meaning without presuming that they should favor either party.
- 31. Survival.** The provisions of these PO Terms 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 these PO Terms or the applicable Order will survive such termination or expiration. All indemnity obligations and procedures will survive the termination or expiration of these PO Terms and the applicable SOW.