



TWITTER UK LTD. ("TWITTER") STANDARD PURCHASING TERMS AND CONDITIONS ("Terms and Conditions")

Supplier agrees to be bound by and to comply with all terms and conditions set forth herein for the goods, deliverables, products, software, personal property, and/or applicable related services ("Deliverables") described in the purchase order ("Order"). The sale and/or provision of such Deliverables will be governed exclusively by the terms and conditions set forth herein; notwithstanding, these Terms and Conditions shall be superseded in the event a separate agreement, intended to govern the purchase of Deliverables, has been executed between Twitter and Supplier. Acknowledgement of this Order, including without limitation, by the provision of the Deliverables called for by this Order or acceptance of payment, shall be deemed acceptance of this Order including without limitation, the Terms and Conditions. The terms set forth in this Order take precedence over any other document connected with this transaction unless such alternative terms are expressly agreed to in a separate written agreement executed by Twitter and Supplier. Any terms and conditions proposed by Supplier in acknowledging or accepting the Order which are different from or in addition to the terms set forth in this Order shall not be binding upon Twitter and shall be void and of no effect.

1. **PRICE AND TERMS OF PAYMENT.** To be valid, Supplier's invoices must contain Twitter's Order number and part number, the manufacturer's part number, a full description of the Deliverables, the quantity, unit price and total price, and the delivery address, as applicable. Valid Supplier invoices will become due for payment by Twitter, net thirty (30) days from Twitter's receipt of the Deliverables or the date of receipt of a correct invoice (whichever is later) unless otherwise indicated on the face of the Order. The date of invoice will not predate the date of delivery of the relevant Deliverables. Supplier will send invoices to Twitter's address designated on the face of the Order or to such other address as Twitter may specify in writing. Notwithstanding anything to the contrary contained in the Agreement, (a) Invoices submitted more than six (6) months after Twitter's receipt of Deliverables will be rejected and no payment shall be made and (b) Twitter shall have no liability whatsoever under the Agreement for amounts due under any such invoice. Currency shall be in United States dollars unless otherwise identified on the face of the Order.
2. **TAXES.** Amounts payable to Supplier under this Agreement are exclusive of any transaction taxes (including sales, use, consumption, value-added and similar transaction taxes) that may be imposed in connection with fees received by Supplier pursuant to this Agreement. For any payments made under this Agreement, Supplier may charge and Twitter will pay applicable transaction taxes, provided that such transaction taxes are stated on the original invoice related to the Service rendered, that Supplier timely provides to Twitter and Supplier's invoices state such transaction taxes separately. Twitter may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge and or collect the transaction taxes covered by such certificate. Twitter may deduct or withhold any withholding taxes that Twitter may be legally obligated to deduct or withhold from any amounts payable to Supplier under the Agreement, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement of amounts payable to Supplier under the Agreement. If a tax authority subsequently finds that Twitter's withholding tax payment was insufficient and requires additional payments, Twitter will make such payments and Supplier will reimburse Twitter for such additional withholding tax payments. Within a reasonable period, Twitter will provide Supplier with documentation evidencing its withholding tax payments.
3. **PACKAGES.** Packages must bear Twitter's Order number, show quantity or gross and net weights, and conform to Twitter's labeling requirements, if specified, and as applicable. No charges for packaging will be payable by Twitter unless otherwise agreed in writing. Packing slip must be enclosed, and must reference Twitter's Order number and Order line item. PACKAGES. Packages must bear Twitter's Order number, show quantity or gross and net weights, and conform to Twitter's labeling requirements, if specified. No charges for packaging will be payable by Twitter unless otherwise agreed in writing. Packing slip must be enclosed, and must reference Twitter's Order number and Order line item.
4. **TRANSPORTATION.** Deliverables will be shipped in accordance with the transportation instructions on the face of the Order. The Deliverables will be shipped Delivered Duty Paid Twitter's facility (DDP Incoterms 2010) unless other transportation arrangements are pre-approved by Twitter in writing. A paid freight bill or equivalent must support charges for such other transportation arrangements. For international shipments, Supplier will provide all documentation and data elements required for timely customs entry. Shipping documentation (commercial invoice) will include the harmonized tariff code as provided by Twitter, the country of origin, Twitter part number, manufacturer part number, unit price and quantity per line and a customs compliant description.
5. **TITLE, PROPERTY AND RISK.** All title to, property in and risk in Deliverables will pass to Twitter free of all liens and encumbrances on acceptance of the Deliverables as set out in Section 9.
6. **OWNERSHIP OF DELIVERABLES AND LICENSE TO SUPPLIER INTELLECTUAL PROPERTY.** To the extent that Deliverables include intellectual property as part of the Deliverables, Twitter and Supplier agree that, to the fullest extent legally possible, all Deliverables will be works made for hire owned exclusively by Twitter. Supplier agrees that, regardless of whether the Deliverables are legally works made for hire; all Deliverables will be the sole and exclusive property of Twitter. Supplier agrees to irrevocably transfer and assign to Twitter, all right, title and interest worldwide in and to the Deliverables. At Twitter's request and expense, Supplier will assist and cooperate with Twitter in all respects and will execute documents, and, subject to the reasonable availability of Supplier, give testimony and take such further acts reasonably requested by Twitter to enable Twitter to acquire, transfer, maintain, perfect and enforce its intellectual property rights and other legal protections for the Deliverables. Supplier hereby appoints the officers of Twitter, as Supplier's attorney-in-fact to execute documents on behalf of Supplier for this limited purpose. Supplier agrees to irrevocably transfer and assign to Twitter, and waives and agrees never to assert, any and all moral rights that Supplier may have in or with respect to any Deliverables, during and after the Term of this Agreement. To the extent that Supplier owns or controls (presently or in the future) any related rights to the Deliverables, Supplier hereby grants or will cause to be granted to Twitter a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such related rights, to the extent necessary to enable Twitter to exercise all of the rights assigned to Twitter under this Agreement. To the extent that any Supplier's intellectual property is incorporated into or necessary to use any Deliverable, Supplier hereby grants to Twitter a non-exclusive, worldwide, royalty-free, transferable right and license, solely to the extent necessary for Twitter to use the Deliverables to obtain the benefit of the Deliverables.
7. **DELIVERY/LATE SHIPMENTS.** Supplier will deliver the Deliverables at the place, date and time specified in this Order, unless otherwise agreed by both parties. If Supplier fails to meet the delivery schedule by more than five (5) days, then notwithstanding Section 13, Supplier shall notify in writing and Twitter will be entitled to either (a) terminate the Order for such Deliverables and for any other Deliverables the intended use of which has consequently been delayed or prevented; or (b) make alternate arrangements for the transportation of the Deliverables. Supplier will reimburse Twitter for any additional costs that Twitter incurs in purchasing replacement Deliverables or in arranging for alternate transportation.
8. **RESCHEDULING/CANCELLATION.** Twitter may reschedule any delivery of Deliverables without liability. Twitter may cancel any outstanding order or part of an order without liability by giving five (5) business days prior written notice to Supplier. If Twitter cancels an order on less than five (5) business days notice and Supplier cannot, after exercising its commercially reasonable efforts, use the Deliverables in the course of its business or dispose of them, Twitter will compensate Supplier in an agreed-to amount not to exceed the actual purchase price of the Deliverables. In no event will Twitter have any liability in respect of any order cancelled pursuant to Sections 7, 9 or 13.
9. **ACCEPTANCE/INSPECTION/NON-COMPLYING DELIVERABLES.** The Deliverables shall be subject to inspection and acceptance rights. Payment shall not constitute Twitter's acceptance of the Deliverables nor impair Twitter's right to inspect the Deliverables. If Twitter notifies Supplier in writing at any time within ninety (90) days of delivery that the Deliverables do not comply with the provisions of this Order and/or any Deliverable description and/or documentation, Twitter may, at its option, require that Supplier either repair or replace the Deliverables or re-perform the Deliverables with all possible speed (which will not to exceed standard lead time for the Deliverables) and without cost to Twitter (including any relevant freight and duty costs incurred). Twitter shall have the additional option during such period of returning the Deliverables to Supplier at Supplier's cost and receiving a credit of the purchase price.
10. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Supplier represents and warrants that all Deliverables provided will: (a) (i) be new and unused; (ii) be free of defects in materials, workmanship and design; and (iii) not infringe a third party's intellectual property rights; (b) comply with the specifications set out in the Order and any samples provided by either party to the other and agreed to by Twitter; (c) comply with Twitter's quality assurance procedures as provided to Supplier from time to time; (d) comply with any applicable quality specification and documentation; (e) be manufactured, handled, packaged and transported in accordance with all applicable laws, regulations, guidelines and industry standards; (f) have the necessary licenses and rights to provide the Deliverables; (g) not include any substance restricted for use in electrical or electronic equipment by any laws, or regulations, other than permitted by the foregoing, and any guidelines or industry standards; (h) it will perform services in a professional and workmanlike manner, conforming to industry standards and practices; and (i) its performance of any services will be in compliance with all applicable laws, rules, and regulations.
11. **INDEMNITY.** Supplier will indemnify, save harmless and defend Twitter from and against any and all third party claims, actions, losses, or damages (including, without limitation, reasonable legal fees and expenses) (collectively, "Losses") which Twitter, may suffer or incur as a result of (i) any negligent act or omission or willful misconduct of Supplier, its employees, representatives, or subcontractors relating to the Order; (ii) any breach of Supplier's representations, warranties or obligations under the Order; or (iii) any actual or alleged infringement by the sale or use of the Deliverables of any intellectual property rights of any other person.
12. **INSURANCE.** Supplier shall be solely responsible for maintaining for itself and requiring its subcontractors, employees, and agents to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, including blanket contractual coverage insuring claims resulting from the indemnification of Twitter required by this Order, as is required by law or as is the common practice in Supplier's trades or businesses, whichever affords greater coverage. Upon request, Supplier shall provide Twitter with certificates of insurance or evidence of coverage before commencing performance under this Order. Supplier shall provide adequate coverage for any Twitter property under the care, custody or control of Supplier or its subcontractors, employees, and agents. Whenever Supplier has in its possession property of Twitter, Supplier shall be deemed an insurer thereof and shall be responsible for its safe return to Twitter.
13. **TERMINATION.** At any time, Twitter, at its option, may terminate this Order with or without cause, in whole or in part by written notice, any pre-paid fees will be pro-rated from the termination date and returned to Twitter within thirty (30) days. Twitter shall be responsible for any undisputed fees accrued prior to the termination date.
14. **NOTICES.** All notices must be in writing sent to the parties at their addresses set out in the Order, as same may be amended by notice in accordance with this provision. A notice will be deemed to have been given on the third day after mailing if it is sent by mail, on the date of transmission in the case of facsimile or electronic data interchange, or on the date of delivery if it is delivered by hand.
15. **LIMITATION OF LIABILITY. IN NO EVENT WILL TWITTER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS ORDER, EVEN IF TWITTER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, TWITTER'S AGGREGATE LIABILITY UNDER THE ORDER WILL NOT EXCEED THE FEES THAT TWITTER PAID TO SUPPLIER FOR THE PROVISION OF THE DELIVERABLES.**
16. **CONFIDENTIAL INFORMATION.** Supplier will hold all Confidential Information in confidence, not to use it in any way, commercially or otherwise, except to provide the products and services, and not to disclose it to others. Supplier further agrees it shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care (including, without limitation, implementing and enforcing security procedures), to prevent the unauthorized use, dissemination or publication of Confidential Information as it would use to protect its own confidential information of like nature. Supplier will immediately disclose to Twitter any breach of this Section 16 and will cooperate with any investigations and notices required as a result of such breach. For purposes of this Order, "Confidential Information" means and will include without limitation: (i) any information, materials or knowledge regarding Twitter and its business, financial condition, products, programming techniques, customers, suppliers, employees, technology or research and development that is disclosed to Supplier or to which Supplier may have access in connection with the provision of the products and/or services; and (ii) the existence and terms and conditions of this Order. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of Twitter or its personnel or that Twitter regularly gives to third parties without restrictions on use or disclosure.



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17. **INDEPENDENT CONTRACTORS.** The relationship between Twitter and Supplier is one of independent contractors, and neither party will at any time or in any way represent itself as being a dealer, agent or other representative of the other party or as having authority to assume or create obligations or otherwise act in any manner on behalf of the other party.
18. **COMPLIANCE.** Supplier shall comply with all laws, rules, and regulations applicable to the Deliverables under this Order, including without limitation government export control and privacy and data protection laws, as well as Twitter’s current code of conduct policy, located at https://g.twimg.com/TwitterSupplierCodeofConduct_Jul2016.pdf.
19. **SUBCONTRACTING, ASSIGNMENT.** Supplier may not assign or subcontract any of its obligations hereunder, in whole or in part, without the prior written consent of Twitter. If such consent is acceptable, Supplier will be responsible and fully liable for its subcontractors’ performance under this Order. Supplier may not assign this Order without the prior written consent of Twitter.
20. **BACKGROUND CHECK.** To the extent permitted by law, any Supplier personnel, or employees of Supplier’s subcontractors assigned to provide Deliverables on-site at Twitter’s offices or given access to Twitter’s network systems will have undergone a diligent background check, conducted by Supplier or at Supplier’s choosing a third party specializing in background investigations, but must be conducted in full compliance with all laws for the applicable jurisdiction.
21. **BOOKS AND RECORDS; INSPECTION.** During the term of this Agreement and for a period of three (3) years after the provision of the Deliverables, Supplier shall maintain such books and records as are necessary to demonstrate and confirm Supplier’s compliance with its obligations under Order. Twitter shall, upon reasonable notice, have the right to inspect and review Supplier’s books and records to confirm Supplier’s aforementioned compliance.
22. **PUBLICITY.** Supplier will not, without first obtaining Twitter’s consent in writing, advertise or otherwise disclose that Supplier has furnished or agreed to furnish Deliverables to Twitter under this order. In the event Twitter provides its consent, Supplier agrees to adhere to Twitter’s current brand policy, located at about.twitter.com/company/brand-policy, and display requirements, located at about.twitter.com/company/display-requirements.
23. **TWITTER MATERIALS.** If Twitter provides data, documentation, information, materials, parts or tools (“Materials”) for use by Supplier to perform work under the Order, Supplier will use such Materials solely for the purposes of this Order. All Materials, procured or paid for by Twitter will at all times remain the property of Twitter, and will be returned promptly or destroyed at Twitter’s sole option upon termination of the Order. Upon written request, Supplier shall certify compliance with this Section 23.
24. **FINANCING.** Twitter may secure any financing it deems appropriate for the Deliverables and if applicable, such financing parties will be third party beneficiaries under this Order.
25. **WAIVER/AMENDMENT.** No provision of this Order will be deemed waived or amended and no breach or default excused unless the waiver or amendment is in writing and signed by the party issuing it. Any obligations, which by their nature survive beyond the performance, termination or expiration of the Order, will remain in full force and effect. Twitter’s rights and remedies hereunder are in addition to any other legal or equitable rights and remedies available to Twitter.
26. **SEVERABILITY.** If any provision contained in the Order is, for any reason, held to be invalid or unenforceable in any respect under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability will not affect any other provision of this Order and this Order will be construed as if such invalid or unenforceable provision had not been contained herein in that jurisdiction.
27. **ENTIRE AGREEMENT.** The Order constitutes the complete agreement between Twitter and Supplier and supersedes any prior representation, promise or proposal relating to the subject matter hereof. No other document provided by Supplier, including Supplier’s quotation and acknowledgement forms, will be part of the Order, even if referred to, unless specifically agreed to by Twitter as evidenced by documentation executed by the parties. This Order may not be supplemented, modified or governed by any shrink-wrap or click-wrap agreement or any confirmation, acknowledgment, or other sales or shipping form of Supplier unless Twitter first agrees in writing that is not an electronic communication to be bound by such purported agreements. Any modification to this Order must be in writing duly authorized by Twitter.
28. **APPLICABLE LAW.** The laws of England and Wales will govern interpretation of this Order, and the parties submit to the jurisdiction of the London courts.