TWITTER, INC. ("TWITTER") STANDARD PURCHASING
TERMS AND CONDITIONS

Supplier agrees to be bound by and to comply with all terms and conditions set forth herein ("Terms and Conditions"; and together with the Order, the "Purchase Order") for the goods, deliverables, products, software, personal property, and/or applicable related services ("Deliverables") described in the purchase order ("Order") into which these Terms and Conditions are incorporated by reference. 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governed exclusively by the terms and conditions set forth herein; notwithstanding, these Terms and Conditions shall be superseded in the event a separate agreement, intended to govern the purchase of Deliverables, has been executed between Twitter and Supplier.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 the Order, including without limitation, by the provision of the Deliverables called for by the Order or acceptance of payment, shall be deemed acceptance of this Purchase Order including without limitation, these Terms and Conditions. If there are conflicting or inconsistent terms between any of the provisions of a separate written agreement that has been executed by both Twitter and Supplier ("Separate Agreement") connected with this transaction under a Purchase Order, the provisions of the Separate Agreement shall supersede any such conflicting or inconsistent provisions of the Purchase Order. In the absence of a Separate Agreement, the Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all prior written or oral representations, proposals, promises, agreements and understandings between Twitter and Supplier and any different or additional terms and conditions. In the event of a conflict or inconsistency between any of the provisions of the aforementioned documents above, the conflict or inconsistency will be resolved in the following order: (1) Fully executed Separate Agreement, if applicable, (2) Terms and Conditions, and (3) Order. Any terms and conditions proposed by Supplier in acknowledging or accepting the Purchase Order which are different from or in addition to the terms set forth in this Purchase 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 Purchase 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 sixty (60) 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 Purchase Order, (a) Invoices submitted more than six (6) months after Twitter's receipt of services or Deliverables will be rejected and no payment shall be made and (b) Twitter shall have no liability whatsoever under any Purchase Order 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 Purchase Order 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 Purchase Order. For any payments made under this Purchase Order, Supplier may charge and Twitter will pay applicable transaction taxes, provided that such transaction taxes are stated on the original invoice related to the services or Deliverables 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 Purchase Order, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement of amounts payable to Supplier under the Purchase Order. 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 Purchase 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 Purchase Order number and Purchase 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 Purchase Order. 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 Purchase Order. 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 the 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 Twitter in writing and Twitter will be entitled to either (a) terminate the Purchase 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 Purchase Order or part of a Purchase Order without liability by giving five (5) business days prior written notice to Supplier. If Twitter cancels a Purchase 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 Purchase 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 Purchase 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 Purchase 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 Purchase Order; (ii) any breach of Supplier's representations, warranties or obligations under the Purchase 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 Purchase 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 Purchase 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 Purchase 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 required or permitted under this Purchase Order will be in writing and delivered by: (a) confirmed facsimile transmission; (b) by courier or overnight delivery service; (c) by certified mail; or (d) in the case of Twitter, via email to legalnotices@twitter.com, and in each instance will be deemed delivered upon receipt. All notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section 14.

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 PURCHASE ORDER, EVEN IF TWITTER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, TWITTER'S AGGREGATE LIABILITY UNDER THE PURCHASE 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 Purchase 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, employees, suppliers, 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 Purchase 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.

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 Purchase 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 Purchase Order. Supplier may not assign this Purchase 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 Purchase Order 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 the Purchase 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 Purchase 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 this Purchase Order, Supplier will use such Materials solely for the purposes of this Purchase 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 this Purchase Order. For the avoidance of doubt, Twitter Materials shall include without limitation any personal data provided by Twitter for use by Supplier under a Purchase Order. Upon written request, Supplier shall certify compliance with this Section 23. To the extent that Supplier processes any personal data made available to it in the course of Supplier providing services to Twitter, including personal data originating from the European Economic Area, the United Kingdom, and Switzerland, Supplier shall apply and agree to the Data Protection Addendum attached hereto as Schedule 1 and incorporated by reference in these Terms and Conditions.

24. **ANTI-BRIBERY**. In conformity with the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act of 2010 and any applicable anti-bribery or anti-corruption laws (the "Bribery Laws"), Supplier and its personnel shall not directly or indirectly (i) make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or any other person, or inducing such official or person to use his influence to affect any such act or decision in order to assist Twitter or Supplier in obtaining, retaining, or directing any business or (ii) take any other action that causes a violation of Bribery Laws.

25. **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 Purchase Order.

26. **WAIVER/AMENDMENT.** No provision of this Purchase 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 this Purchase 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.

27. **SEVERABILITY.** If any provision contained in the Purchase 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 Purchase Order and this Purchase Order will be construed as if such invalid or unenforceable provision had not been contained herein in that jurisdiction.

28. **MISCELLANEOUS.** No other document provided by Supplier, including Supplier's quotation and acknowledgement forms, will be part of this Purchase Order, even if referred to, unless specifically agreed to by Twitter as evidenced by documentation executed by the parties. This Purchase 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 Purchase Order must be in writing duly authorized by Twitter.

29. **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE.** Supplier hereby acknowledges and attests that it understands and complies with all federal, state, and local laws and ordinances that touch upon and concern unlawful discrimination in recruitment and hiring. In particular, Supplier agrees that it does not and shall not discriminate on the basis of race or color; religion; national origin or ancestry; physical disability; mental disability; medical condition; marital status; sex or sexual orientation; age; pregnancy or childbirth; or any other classification protected by law.

30. **APPLICABLE LAW.** California law will govern interpretation of this Purchase Order, and the parties submit to the jurisdiction of the California courts.

TWITTER, INC. ("TWITTER") STANDARD PURCHASING
TERMS AND CONDITIONS

Schedule 1
DATA PROTECTION ADDENDUM

This Data Protection Addendum ("DPA") shall apply to the Purchase Order to the extent that Supplier processes any personal data made available to it in the course of Supplier providing services to Twitter ("Twitter Data"), including personal data originating from the European Economic Area, the United Kingdom, and Switzerland (such jurisdictions are "Europe," and such Twitter Data is "Twitter European Data"). Twitter European Data includes personal data controlled by Twitter International Company, an Irish registered company, or its affiliates or subsidiaries located in Europe (such entities are "TIC," and such Twitter European Data is "TIC Data"). For example, TIC controls the personal data of (a) users of its services as described in the Twitter Privacy Policy at http://www.twitter.com/privacy, (b) individuals who are employed by or have a working relationship with TIC, and (c) individual contacts of third parties with whom TIC has or may develop a commercial relationship. Terms and expressions as used herein, including "personal data," shall have the meanings set forth in the privacy and data protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"). For Twitter European Data, Applicable Data Protection Law includes the EU Directive 95/46/EC (the "Directive"), General Data Protection Regulation (2016/679) (the "GDPR"), Commission Implementing Decision 2016/1250 ("Privacy Shield"), and Decision 2010/87/EU (the "Clauses"). To the extent that Supplier processes TIC Data, Supplier agrees and acknowledges that it does so solely on TIC's behalf, and that Twitter may enforce TIC's rights and interests under Applicable Data Protection Law.

1. Protection of Twitter Data. As between Twitter and Supplier, Twitter is and shall remain the sole and exclusive owner of all right, title and interest in and to Twitter Data, including all future improvements, developments, enhancements, derivative works, and related intellectual property rights based upon, related to, arising from, or associated with the Twitter Data. Supplier will (a) have no right or license to, and shall not, process any Twitter Data except solely during the term of the Purchase Order for which they are provided to the extent necessary to provide the services to Twitter, on Twitter's behalf, and subject to paragraph 4(a)(ii), in compliance with Twitter's instructions. All other rights in and to the Twitter Data are expressly reserved by Twitter; (b) cooperate with Twitter on and implement appropriate (including organizational and technical) security measures prior to and during processing of any Twitter Data to protect against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of Twitter Data and ensure a level of security appropriate to the risks presented by the processing of Twitter Data and the nature of such Twitter Data, and consistent with commercially reasonable industry practice and standards. These measures shall remain in place throughout the duration that Supplier provides services to Twitter or until Supplier ceases to process Twitter Data (whichever is the later); (c) treat Twitter Data with strict confidence and take all reasonable steps to ensure that (i) persons Supplier employs and (ii) other persons engaged at Supplier's place of business, who will process Twitter Data are aware of and comply with this DPA and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein; (d) not subcontract the processing of Twitter Data without Twitter's prior written approval, to be provided in Twitter's sole discretion. Supplier only will enter into written contracts with approved subprocessors who guarantee at least a level of data protection and information security as provided for herein, and Supplier will remain fully liable to Twitter for any subcontractor's failure to comply; and (e) upon Twitter's request, make all such records, appropriate personnel, data processing facilities and/or any location from which Twitter Data can be accessed by Supplier personnel and relevant materials available for inspection by Twitter or a third party appointed by Twitter, to demonstrate compliance hereunder, provided that such inspection shall be carried out with reasonable notice during regular business hours and under a duty of confidentiality.

2. Twitter Data Deletion. Supplier agrees to delete and securely erase, within 10 days of Twitter's written request (which may be delivered via email), any Twitter Data that Twitter, in Twitter's sole discretion, deems necessary or desirable to delete and securely erase, provided that if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier or Twitter's reputation, business, or clients, Supplier will immediately delete the specific Twitter Data that may give rise to such harm immediately upon receipt of a written request (which may be delivered via email) from Twitter that designates the Twitter Data to be deleted and notes Twitter's good-faith belief that the relevant Twitter Data may give rise to actual harm. In addition, Supplier shall: (a) delete and securely erase all Twitter Data (including any derivatives thereof) when Supplier no longer has a legitimate business need to retain them, but in no event longer than the earlier of (i) 30 days from the date Supplier receives the applicable Twitter Data (unless otherwise expressly set forth in a Separate Agreement, or (ii) 5 days after the termination or expiration of the applicable Purchase Order.

3. Transfers of Twitter European Data. If Supplier is located in or transfers Twitter European Data to the United States of America, then to the extent that Supplier relies upon and is certified under Privacy Shield to receive categories of data which include Twitter European Data, Supplier represents and warrants that it will comply with the Privacy Shield principles. If Privacy Shield does not cover the transfer of Twitter European Data or Supplier is located or transfer such Twitter European Data out of (a) the European Economic Area, or (b) a jurisdiction where a positive adequacy decision under Article 25(6) of the Directive or Article 45 of the GDPR is in force and covers such transfer, then Supplier agrees that its use of Twitter European Data is subject to the Clauses, which are hereby incorporated into this DPA, and Supplier represents and warrants that it will comply with the Clauses. In such cases, TIC is the 'data exporter' and Supplier is the 'data importer', and the Clauses and the provisions relating to data protection aspects for subprocessing of the contract referred to in Clause 11 paragraph 1 shall be governed by the law of Ireland. For the purposes of Appendix 1 of the Clauses, the following shall apply: (u) 'data exporter' is TIC, (v) 'data importer' is Supplier, (w) 'data subjects' are individuals whose personal data is in the Twitter European Data, (x) 'categories of data' are Twitter European Data as defined herein, (y) 'special categories of data' is data described in Article 9 of the GDPR; and (z) 'processing operations' are the performance of the services under the Purchase Order For the purposes of Appendix 2 of the Clauses, the description of the technical and organizational security measures are those described in paragraph 1(b) of this DPA.

4. Duty to Notify and Cooperate. Supplier will promptly give written notice to and fully cooperate with Twitter:
(a) if for any reason (i) Supplier cannot comply, or have not complied, with any portion of this DPA, (ii) Supplier would be in breach of or have breached any Applicable Data Protection Law governing Supplier's processing of Twitter Data, or (iii) Applicable Data Protection Law no longer allows the lawful transfer of Twitter European Data to Supplier. In such cases, Supplier will take reasonable and appropriate steps to remedy any noncompliance, or cease further processing of Twitter Data, including Twitter European Data, and Twitter may immediately terminate the Purchase Order or access to Twitter Data, or take any other reasonable action; and (b) regarding

(i) any breach of security or unauthorized access to Twitter Data that Supplier detects or becomes aware of, (ii) any complaint, inquiry, or request from a data subject or government or regulatory agency

regarding Twitter Data, unless such notice is prohibited by law, or (iii) the preparation of data protection impact assessments and, where applicable, consulting with a government or regulatory agency regarding Twitter Data. In such cases, without limiting the generality of the foregoing, Supplier will refrain from notifying or responding to any data subject, government or regulatory agency, or other third party, for or on behalf of Twitter or any Twitter personnel, unless Twitter specifically requests in writing that Supplier do so, except as and when otherwise required by Applicable Data Protection Law. Supplier agrees and acknowledges that if Twitter receives a request from a government or regulatory agency, Twitter may share the terms of this DPA, the Purchase Order, and other information Supplier provides to demonstrate compliance with this DPA or Applicable Data Protection Law.

5. Effect of Termination. Upon the expiration or termination of the Purchase Order for any reason, Supplier will promptly notify Twitter of all Twitter Data in Supplier's possession and promptly return or delete all such Twitter Data (at Twitter's election) and certify to Twitter that all Twitter Data has been returned or destroyed, at Supplier's expense and in accordance with Twitter's instructions.

6. Order of Precedence. In the event of a conflict between the provisions of this DPA and the Purchase Order, the provisions of this DPA will control. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.