TWITTER COMMUNICATIONS INDIA PRIVATE LIMITED ("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 order form ("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governed exclusively by the terms and conditions set forth herein; notwithstanding, these Terms and Conditions shall be superseded in the event a separate agreement, intended to govern the purchase of Deliverables, has been executed between Twitter and Supplier.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 this Purchase Order. In the absence of a Separate Agreement, this 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 this 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 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 this Purchase Order, (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 any Purchase Order for amounts due under any such invoice. Currency shall be in Indian rupees 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 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 this 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 this 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 this 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. **SUPPLIER'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 this 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, ordinances, rules, guidelines and industry standards ("Laws"); and (f) 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. The Supplier further represents and warrants that: (a) it has the necessary licenses and rights to provide the Deliverables; (b) it will perform the services under this Purchase Order in a professional and workmanlike manner, conforming to industry standards and practices; and (c) its performance of any services under this Purchase Order will be in compliance with all applicable Laws.

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 this Purchase Order; (ii) any breach of Supplier's representations, warranties or obligations under this 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 applicable 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: (a) by courier or overnight delivery service; (b) by certified mail; or (c) 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

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UNDER THIS 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 Deliverables, 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 Deliverables; 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 Supplier 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 twtr.cm/suppliercodeofconduct.

19. **SUBCONTRACTING, ASSIGNMENT.** Supplier shall 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 shall 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 applicable Laws.

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 this 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 under this Purchase Order, 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 this 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 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 applicable Laws 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 applicable Laws.

30. **APPLICABLE LAW.** The laws of India will govern interpretation of this Purchase Order, and the parties submit to the exclusive jurisdiction of the courts of New Delhi.

Schedule 1
DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("**DPA**") is incorporated into this Purchase Order to the extent Supplier ("**Supplier**" or "**You**") receives or accesses Twitter Data from or on behalf of Twitter in the course of providing or in connection with the Deliverables, including without limitation personal data originating from the European Union, European Free Trade Association ("**EFTA**") States, or the United Kingdom ("**Twitter European Data**"). If "**Twitter Data**" is not already defined in this Purchase Order, "**Twitter Data**" shall mean personal data or personal information including customer, applicant or employee information and user data, received from or on behalf of Twitter in the course of providing the Deliverables, as specifically set out in the applicable Order. Twitter European Data includes personal data controlled by Twitter International Unlimited Company ("**TIUC**") or its affiliates or subsidiaries located in the European Union, EFTA States, or the United Kingdom ("**European Affiliates**"). For example, TIUC controls the personal data of users of its services, as described in the Twitter Privacy Policy at http://www.twitter.com/privacy, while TIUC and European Affiliates control the personal data of (a) individuals who are employed by or have a working relationship with TIUC or the European Affiliate, and (b) individual contacts of third parties with whom TIUC or the European Affiliate has or may develop a commercial relationship. Terms and expressions used herein but not otherwise defined, including, without limitation, "business purpose," "controller," personal data," "personal information," "processing," "processor," "sell," "sensitive data," and "service provider," and their respective derivative terms, 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**"), including without limitation the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its regulations (the "**CCPA**"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados. (the "**LGPD**"), and all other similar laws. For Twitter European Data, Applicable Data Protection Law includes the EU General Data Protection Regulation (2016/679) (the "**GDPR**"), the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 and the Data Protection Act 2018 ("UK Data Protection Law"), and the Swiss Federal Data Protection Act of 19 June 1992 and its corresponding ordinances ("**Swiss DPA**"). To the extent that Supplier processes Twitter European Data controlled by European Affiliates, Supplier agrees and acknowledges that it does so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data Twitter may instruct Supplier on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as the sole point of contact for Supplier in respect of Twitter European Data and Supplier does not need to interact directly with (including to provide information to or seek authorization from) European Affiliates, other than through regular provision of the Deliverables to the extent required under an Order.

2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will implement appropriate technical, physical, administrative, and organizational measures, sufficient to guarantee that your processing will meet the requirements of Applicable Data Protection Law, including the measures set out in this Purchase Order, the Order, or as mutual agreed upon by the parties.

3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by this Purchase Order with Twitter, and you represent and warrant that you shall:
   a. process Twitter Data only on the documented instructions of Twitter, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by applicable law to which you are subject. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law or other European Union or Member State data protection provisions. If you are required to so transfer personal data to a third country or an international organization, you shall inform Twitter of that legal requirement before processing or so transferring the applicable Twitter Data, unless that law prohibits such information on important grounds of public interest;
   b. provide the data processing activities for the Twitter Data as set out in this Purchase Order, the Order or as mutually agreed upon by the parties;
   c. act solely as a service provider with respect to your processing of Twitter Data and you shall not (i) sell Twitter Data, or (ii) retain, use or disclose Twitter Data (a) for any purpose other than the specific purpose of providing the Deliverables, or (b) outside of the direct business relationship between you and Twitter;
   d. ensure that persons (including your employees, agents, or other authorized personnel) authorized to process Twitter Data are aware of the terms of this Purchase Order, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
   e. take all measures required pursuant to Article 32 ("Security of Processing") of the GDPR and equivalent provisions of other Applicable Data Protection Law, including the measures incorporated into this Purchase Order, the applicable Order, or as mutually agreed upon by the parties;
   f. comply with Section 4 of this DPA;

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g. assist Twitter in the fulfilment of Twitter's obligation to respond to requests for exercising a given individual's rights under Applicable Data Protection Law;

h. assist Twitter in ensuring compliance with the obligations imposed by Articles 32 ("Security of Processing"), 33 ("Notification of a personal data breach to the supervisory authority"), 34 ("Communication of a personal data breach to the data subject"), 35 ("Data protection impact assessment"), and 36 ("Prior consultation") of the GDPR or equivalent provisions of other Applicable Data Protection Law;

i. at Twitter's discretion, delete or return all Twitter Data to Twitter as provided in Section 8; and

j. at Twitter's request, make available to Twitter all information necessary for Twitter to demonstrate compliance with Applicable Data Protection Law. Without limitation to the foregoing, you agree to make all applicable records, appropriate personnel, data processing facilities and/or any location from which Twitter Data can be accessed by your personnel, on premises or remotely, and any 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.

4. **Terms of Providing Twitter Data.** You and Twitter acknowledge and agree that (a) Twitter will provide Twitter Data to you for a business purpose and will not sell Twitter Data to you in connection with this Purchase Order, and (b) during the time Twitter discloses Twitter Data to you, Twitter has no knowledge or reason to believe that you are unable to comply with the provisions of this DPA.

5. **Subprocessors.**

a. **No Additional Subprocessors without Authorization.** You represent and warrant that you will not engage any third parties (each, a "**Subprocessor**") for the processing of Twitter Data without prior specific written authorization of Twitter. The list of current authorized Subprocessors shall be set out in the applicable Order or as mutually agreed upon by the parties ("**Authorized Subprocessors**"), disclosing the services they may render to Twitter as part of the Deliverables, and the location for such services. You agree that you will inform Twitter in writing (which may be delivered via email) of any intended changes concerning the addition or replacement of any Subprocessors to whom you may be providing Twitter Data. Twitter will have the right to object to any such engagement of any additional Subprocessor at Twitter's sole discretion, for any reason or no reason, within 30 days of receipt of such notice. If the parties are unable to agree to the proposed new Subprocessor, then Twitter may choose to terminate the applicable Order or terminate this Purchase Order.

b. **Terms of engagement of Subprocessors.** You represent and warrant that you will only enter into written contracts with Subprocessors who guarantee at least a level of data protection and information security as provided for herein, and you will remain fully liable to Twitter for any failures by Subprocessors to comply with their data privacy and protection obligations.

6. **Cross-border Transfers of Twitter Data.**

a. **Transfers of Non-European Data.** If you intend to transfer Twitter Data, other than Twitter European Data, cross-border and Applicable Data Protection Law requires certain measures to be implemented prior to such transfer, then you agree to implement such measures as shall be mutually agreed.

b. **Transfers of European Data.** If you are located or process Twitter European Data outside the European Union, EFTA States, or United Kingdom in a jurisdiction which is not subject to an adequacy determination by the European Commission, United Kingdom or Swiss authorities (as applicable) that covers such transfer, then the Standard Contractual Clauses are hereby incorporated by reference and form an integral part of this DPA. The term "Standard Contractual Clauses" means (i) the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("**EU SCCs**"), or (ii) to the extent the EU SCCs cannot be relied on to lawfully transfer Personal Data that is protected under UK Data Protection Law, the standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("**UK SCCs**"). In addition, to the extent that you are certified to process such Twitter European Data in the United States in accordance with the Privacy Shield, you represent and warrant that you will comply with the Privacy Shield Principles.

c. **EU SCCs.** For the purposes of the EU SCCs, the following shall apply (i) the 'data exporter' is Twitter and the 'data importer' is you, (ii) the Module Two terms are selected where Twitter is the controller and Module Three terms are selected where Twitter is the processor acting on behalf of TIUC or the European Affiliates (as applicable), (iii) in Clause 7, the optional docking clause applies; (iv) in Clause 9, Option 1 applies and the time period for prior notice of Sub-processor changes is set out in this DPA, (v) in Clause 11, the optional language does not apply, (vi) in Clause 17, Option 1 applies and the EU SCCs are governed by Irish law, (vii) in Clause 18(b), disputes will be resolved before the courts of Ireland, (viii) in Annex 1.A and Annex 1.B., the details of the parties and the transfer are set out in the applicable Order, (ix) in Clause 13(a) and Annex 1.C, the Irish Data Protection Commissioner will act as competent supervisory authority, (x) in Annex 2, the description of the technical and organizational security measures is set out as mutually agreed upon by the parties, and (xi) in Annex 3, the list of Subprocessors is set out in the applicable Order.

d. **UK and Swiss Transfers**. To the extent the Twitter European Data originates from the United Kingdom or Switzerland, the EU SCCs apply with the following modifications (i) references to 'Regulation (EU) 2016/679' are interpreted as references to UK Data Protection Law or the Swiss DPA (as applicable), (ii) references to specific Articles of Regulation (EU) 2016/679 are replaced with the equivalent article or section of UK Data Protection Law or the Swiss DPA (as applicable), (iii) references to 'EU', 'Union' and 'Member State' are replaced with 'United Kingdom' or 'Switzerland' (as applicable), (iv) Clause 13(a) and Part C of Annex 2 are not used and the 'competent supervisory authority' is the United Kingdom Information Commissioner or Swiss Federal Data Protection Information Commissioner (as applicable), (v) references to the 'competent supervisory authority'

and 'competent courts' are replaced with the 'United Kingdom Information Commissioner' and 'courts of England and Wales' or the 'Swiss Federal Data Protection Information Commissioner' and 'applicable courts of Switzerland' (as applicable), (vi) in Clause 17, the EU SCCs are governed by the laws of England and Wales or Switzerland (as applicable), and (vii) in Clause 18(b), disputes will be resolved before the courts of England and Wales or Switzerland (as applicable). For the purposes of the UK SCCs (x) the 'data exporter' is You and the 'data importer' is Twitter, (y) the UK SCCs are governed by the laws of England and Wales, and (z), the annexes, appendices or tables of the UK SCCs are deemed populated with the relevant information set out in the applicable Order, this Purchase Order, this DPA, and as otherwise agreed upon by the parties.

7. **Notice and Cooperation.** You will promptly give written notice to and fully cooperate with Twitter:

a. if for any reason (i) you cannot comply, or have not complied, with any portion of this DPA, (ii) you would be in breach of or have breached any Applicable Data Protection Law governing your processing of Twitter Data, or (iii) Applicable Data Protection Law no longer allows the lawful transfer of Twitter Data to you. In such cases, you will take reasonable and appropriate steps to remedy any noncompliance, or cease further processing of Twitter Data, and Twitter may immediately terminate your 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 you detect or become 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, you 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 you do so, except as and when otherwise required by Applicable Data Protection Law. You agree and acknowledge that if Twitter receives a request from a government or regulatory agency, Twitter may share the terms of this DPA, your agreements with Twitter, and other information you provide to demonstrate compliance with this DPA or Applicable Data Protection Law. Regarding sub-section b(i), you shall notify Twitter in writing without undue delay via an email to security@twitter.com, and in any event no later than 48 hours, after you detect or become aware of any incident or breach of security or unauthorized access to Twitter Data.

8. **Twitter Data Deletion.** Supplier shall delete or return, and securely erase, including from backups, any Twitter Data (including any derivatives thereof), (a) 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, (b) 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 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 (i) 30 days (unless otherwise expressly set forth in an Order), or (ii) the retention period required by applicable law for storage of the Twitter Data, in which case Supplier shall continue to comply with the provisions of this DPA without actively processing Twitter Data.

9. **Certification.** You certify that you understand and will comply with the requirements and restrictions set forth in this DPA.

10. **Order of Precedence.** In the event of a conflict between the terms of this DPA, the Standard Contractual Clauses and this Purchase Order, the terms shall apply in the following order of precedence: (i) Standard Contractual Clauses, (ii) the DPA, and then (iii) the terms of this Purchase Order. Except as modified herein, all terms and conditions of this Purchase Order shall remain in full force and effect.

11. **Survival.** Your obligations under this DPA will survive termination of this Purchase Order and the completion of the Deliverables.

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