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ELECTRONICALLY
FILED

Superior Court of California,
County of San Francisco

01/24/2023
Clerk of the Court
BY: EDNALEEN ALEGRE
Deputy Clerk

7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 COUNTY OF SAN FRANCISCO
9

10 CANARY, LLC DBA CANARY
MARKETING,

11 Plaintiff,

12 v.

13 TWITTER, INC., and DOES 1-5, inclusive,

14 Defendants.
15

Case No. CGC-23-603842

**CANARY, LLC DBA CANARY
MARKETING'S INDEX OF EVIDENCE
IN SUPPORT OF APPLICATION FOR
WRIT OF ATTACHMENT AGAINST
DEFENDANT TWITTER, INC.**

Date: 3/1/2023
Time: 9:30 a.m.
Dept: 302

Action Filed: January 6, 2023

17 Plaintiff CANARY, LLC dba CANARY MARKETING (“Canary”) submits the following
18 Index of Evidence in support of its Application for Writ of Attachment against Defendant
19 TWITTER, INC. (“Twitter”):

Exhibit	Exhibit Description	Support
A	Master Services Agreement dated June 24, 2020	Decl. of Lauren Borelli, ¶ 4
B	Screenshot of email submission of purchase order	Decl. of Lauren Borelli, ¶ 5
C	Purchase orders	Decl. of Lauren Borelli, ¶ 6
D	Invoices	Decl. of Jeremiah Hoang, ¶ 5

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Dated: January 24, 2023

BROTHERS SMITH LLP

By: 

Mark V. Isola
Attorneys for Plaintiff
CANARY, LLC dba CANARY MARKETING

EXHIBIT A



MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into as of June 22, 2020 ("**Effective Date**") by and between Twitter, Inc., ("**Twitter**") for itself and its affiliates and subsidiaries, with its principal place of business at 1355 Market Street, Suite 900, San Francisco, CA 94103 and Canary LLC ("**Supplier**"), with its principal place of business at 27 Maiden Lane, Suite 318, San Francisco, Ca 94108. Twitter and Supplier are referred to individually as a "**Party**" and collectively as the "**Parties**."

For good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

1.1. "Agreement" means this Master Services Agreement, including any attachments, amendments and any related Statement(s) of Work.

1.2. "Confidential Information" means any information exchanged between the parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the receiving party, including without limitation, information regarding a party's technology, designs, techniques, research, know-how, specifications, product or business plans, pricing, customer, applicant or employee information, user data, personal data, personal information, strategic information, policies or practices, and other business or technical information, including the terms and conditions of this Agreement. Twitter Materials, Twitter Data, Work Product, and any derivatives thereof are Twitter's Confidential Information.

1.3. "Intellectual Property Rights" mean any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority.

1.4. "Services" means the services provided by Supplier, as described in the Statement(s) of Work.

1.5. "Statement(s) of Work" means each mutually agreed upon statement of work or order form executed by Twitter and Supplier that describes the specific Services to be performed by Supplier, and any deliverables and Work Product to be delivered by Supplier. The parties may execute additional Statements of Work.

1.6. "Subcontractor" means any third party, such as a person, firm or corporation that may be directly or indirectly contracted to perform all or part of the Services.

1.7. "Supplier Materials" means collectively any materials, including any reporting templates and/or methodology, that are provided by Supplier to Twitter in connection with this Agreement in which Supplier owns Intellectual Property Rights that were developed or acquired by Supplier prior to the Effective Date or independently of this Agreement.

1.8. "Supplier Portion" means the Supplier Materials that is incorporated into Work Product.

1.9. "Third Party Materials" means any data, code, application, information, connection, license, content, service, software, hardware, equipment, component, materials or part of the Work Product or Services, of any type, belonging to or licensed or otherwise provided by, one or more third parties, to Supplier.

1.10. "Twitter Data" means any personal data or personal information, including customer information and user data, received from or on behalf of Twitter in the course of providing Services.



1.11. "Twitter Materials" means any data, work product, personal data, personal information, information (including Twitter Data), or content of any type provided, transmitted, or made accessible to Supplier by or on behalf of Twitter in connection with the Services, including derivatives thereof.

1.12. "Work Product" means all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, hardware, circuits, code, computer languages, computer programs, databases, user interfaces, encoding techniques, deliverables, and other developments, materials and innovations of any kind that Supplier (alone or with others) develops in connection with performing Services under this Agreement, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection.

2. SCOPE OF THE AGREEMENT. Supplier will provide Services as described in the applicable Statement of Work. All Statements of Work will be subject to and governed by the terms and conditions in this Agreement. Any changes must be mutually agreed upon in a written amendment or new Statement of Work signed by both Parties. Supplier agrees that it will not perform or provide any Services to Twitter until a Statement of Work for the Services has been executed by the parties and Twitter has issued a valid purchase order for such Services.

3. SUPPLIER PERSONNEL; SUBCONTRACTORS.

3.1. Relationship of Parties. Supplier is an independent contractor and is not an agent, employee, partner or joint-venture of Twitter. Supplier and its employees, agents or authorized Subcontractors working under this Agreement (collectively, "**Supplier Personnel**") have no authority to bind Twitter in any way and are not entitled to any benefits accorded to Twitter's employees. Supplier shall work pursuant to Twitter's general direction but shall be solely responsible in its discretion for the manner and methods by which Supplier Personnel perform Services. Supplier is the common law employer of, and is solely responsible for the payment of its personnel. Notwithstanding the foregoing, if Twitter is not satisfied with any of the Supplier Personnel, Twitter may require by notice to Supplier that such Supplier Personnel immediately cease to provide Services and remedy any defects or deficiencies in the Service. In such event, Supplier will promptly provide a competent and qualified replacement at no additional cost.

3.2. Background Check. To the fullest extent permitted by law and in accordance with industry best practices and standards, Supplier agrees to conduct, prior to its performance of Services under this Agreement, appropriate background investigations on all its personnel and other Supplier personnel (such as contractors and subcontractors) performing Supplier's obligations in connection with this Agreement, and that Supplier shall further perform such background investigations for each individual subsequently assigned to perform services under this Agreement. All background investigations shall be conducted by an FCRA-compliant agency and will include: (a) identity confirmation, (b) confirmation of prior work history, (c) criminal background history (d) global sanctions check (or equivalent thereof) and (e) to the extent legally permissible, verification of the legal right to work in the applicable jurisdiction. Supplier further agrees that it will certify its compliance with this provision at least annually, and that Twitter may audit such compliance.

3.3. Equal Employment Opportunity Compliance. Supplier will comply with all federal, state, and local laws and ordinances that relate to unlawful discrimination in recruitment and hiring. In particular, Supplier agrees in the performance of the Services that it will comply with all applicable laws restricting inquiries regarding and/or use of a candidate's compensation during the hiring process, and represents and warrants that it does not and will not discriminate or harass any Supplier Personnel on the basis of race or color; religion; national origin or ancestry; actual or perceived physical disability or mental disability; medical condition; marital status; sex or sexual orientation; age; pregnancy or childbirth; or any other classification protected by law.

3.4. Supplier Personnel Group Health Coverage. Supplier will offer group health coverage in accordance with the Affordable Care Act and no payment may be assessed to Supplier Personnel or Twitter under



Section 4980H of the Internal Revenue Code with respect to such Supplier Personnel. If Supplier receives notice from a government agency that such group health coverage is noncompliant or that a penalty will be assessed as a result, Supplier will provide written notice to Twitter within thirty (30) days of receiving such notice.

3.5. Subcontractors. Supplier will not use any Subcontractor to provide Services to Twitter without Twitter's prior written approval, which approval shall be in Twitter's sole discretion. Supplier will be fully liable for any acts and omissions by its Subcontractors, including compliance with the terms of this Agreement.

4. PAYMENT; TAXES.

4.1. Payment. Unless otherwise specified in a Statement of Work, Twitter will pay each invoice for undisputed fees, referencing Twitter's purchase order number, properly submitted by Supplier to email address: apinvoices.us@twitter.com as a .pdf, within sixty (60) days of receipt. If the Statement of Work requires Supplier to complete certain milestones, Twitter's payment obligation will be expressly subject to Supplier's completion of such milestones to Twitter's reasonable satisfaction. Invoices received more than six (6) months after performance of Services will not be paid. All payments shall be made in U.S. Dollars.

4.2. Taxes. Amounts payable to Supplier under this Agreement are exclusive of any transaction taxes, duties or other governmental assessments (collectively, "**Transaction Taxes**"). Supplier may charge applicable Transaction Taxes if they are separately stated on the original, properly submitted invoices related to the Services performed. Supplier will not charge or collect any Transaction Taxes on Services covered by an exemption certificate or equivalent document acceptable to a tax authority as provided by Twitter. Twitter may deduct or withhold any withholding taxes from amounts payable to Supplier under this Agreement if legally required, in which case, Twitter's reduced payment will constitute full payment. If a tax authority subsequently finds that said withheld payments are insufficient and requires additional payments, Twitter will make such payments and Supplier will reimburse Twitter accordingly.

5. OWNERSHIP; INTELLECTUAL PROPERTY RIGHTS.

5.1. Twitter Materials. Twitter owns all right, title and interest in the Twitter Materials. Supplier shall have no right or license to, and shall not, use any Twitter Materials except solely during the term of the Statement of Work(s) for which they are provided and solely to the extent necessary to perform the Services in accordance with this Agreement. Supplier agrees that Twitter Materials shall not be used for any commercial, marketing, promotional or other use unless explicitly agreed upon in a Statement of Work. Supplier shall not (nor permit or enable any third party to) collect, sell, resell, lease, assign, rent, sublicense, distribute, transfer, disclose, time-share, or otherwise share the Twitter Materials or any information or data related to, arising out of, or derived from the Services or this Agreement, with any third party (including Supplier's affiliates, clients, suppliers, licensors, or business partners), whether verbally or in writing, except if in an applicable Statement of Work. All Twitter Materials created and/or processed by Supplier in its performance of the Services are and shall remain the property of Twitter and shall in no way become part of Supplier's platform or Services, nor shall Supplier have any rights in or to Twitter Materials. Twitter reserves all rights in the Twitter Materials not expressly granted herein.

5.2 Supplier Materials. To the extent Supplier identifies or provides Twitter with access to any Supplier Materials, Supplier hereby grants to Twitter a world-wide, nonexclusive, royalty-free, irrevocable, transferable and sublicensable right and license during the term of the applicable Statement of Work to: (a) access and use the Supplier Materials, including in operation with other software, hardware, systems, networks and services for business purposes; and (b) prepare, reproduce, print, download and use copies of Supplier documents in order to use of the Supplier Materials under this Agreement. Subject to the license granted herein, Supplier retains all right, title and interest in and to any Supplier Materials.



5.3. Supplier Portion. To the extent that Supplier Materials are incorporated into Deliverable (“**Supplier’s Portion**”), Supplier shall retain ownership of its Supplier’s Portion and shall grant Twitter an unrestricted, irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully-paid-up license to use, display, distribute, duplicate and transfer such Supplier’s Portion during and after the term of the applicable Statement of Work, to the fullest extent possible, to allow Twitter unrestricted use of the Deliverable, consistent with Twitter’s ownership of it. For clarity, Supplier shall retain ownership of all right, title and interest in and to the following aspects of the Deliverable: (i) any Supplier Materials, (ii) any underlying data collected by Supplier that is not specifically collected for Twitter or pursuant to this Agreement; and (iii) any analytical approaches not provided by Twitter that are used by Supplier to prepare the Deliverables (collectively, the “**Supplier Portion**”); provided such Supplier Portion is expressly identified by Supplier in the applicable Statement of Work and in each case expressly developed or acquired by Supplier prior to the Effective Date or independently of this Agreement.

5.4. Work Product. To the fullest extent legally possible, all Work Product will be works made for hire owned exclusively by Twitter. Regardless of whether the Work Product are legally works made for hire, all Work Product will be the sole and exclusive property of Twitter. To the extent Work Product is determined not to be work for hire, Supplier agrees to irrevocably transfer and assign to Twitter, all right, title and interest worldwide in and to the Work Product and all Intellectual Property Rights related thereto. At Twitter’s request and expense, during and after the Term of this Agreement, Supplier will assist and cooperate with Twitter in all respects and will execute documents, 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 in the Work Product.

5.5. Third Party Materials. Supplier will not include in any Work Product, and use of Work Product shall not require, any Third Party Materials unless expressly agreed in a Statement of Work. To the extent that any Third Party Materials are included in the Services or Work Product, Supplier shall secure, at no additional cost, all necessary rights and licenses from third parties necessary for Supplier to fulfill its obligations to Twitter.

5.6. Open Source. To the extent Supplier provides or makes use of any code in software or hardware that is subject to a third party license (including any code under an Open Source Initiative (OSI) approved license) (“**Third Party Licensed Code**”), Supplier will: (a) be in full compliance with the relevant third party license; (b) have all necessary rights to, and ownership interest in the relevant code to provide it under the applicable third party licenses; and (c) will not provide code subject to a copyleft license (such as the GNU General Public License) except as expressly agreed to by Twitter.

6. CONFIDENTIAL INFORMATION.

6.1. Obligations. The parties shall not use or disclose Confidential Information to a third party except as expressly permitted herein. The receiving party will protect Confidential Information with the same degree of care it uses to prevent the unauthorized use, dissemination or publication of its own confidential information, but not less than a reasonable degree of care (including reasonable security measures). If either party authorizes the other to make copies of Confidential Information, proprietary rights notices will be reproduced on all copies in the same manner as the original. The receiving party may disclose the Confidential Information to its employees, agents, financial advisors and independent contractors, only (a) as necessary to provide the Services and (b) if such parties have executed a written nondisclosure agreement at least as protective of Confidential Information as this Agreement. The receiving party will promptly notify the disclosing party of any actual or suspected misuse or unauthorized disclosure of the disclosing party’s Confidential Information. For clarity, the Twitter Materials, Twitter Data, Work Product or derivatives thereof, are Twitter’s Confidential Information. The terms and conditions of this Agreement shall be considered Confidential Information of each Party.



6.2. Exclusions. Confidential Information excludes information that (a) is made generally available prior to disclosure; (b) becomes publicly available through no act or omission by the receiving party; (c) was already in the receiving party's possession without restriction before receipt from the disclosing party; (d) is rightfully disclosed to the receiving party by a third party without restriction; or (e) the receiving party independently developed without use of or reference to Confidential Information. A party may disclose the other party's Confidential Information as required by law if the receiving party: (i) reasonably notifies the disclosing party in writing prior to disclosure, unless notice is prohibited by law; and (ii) discloses only that portion legally required.

6.3. Personal Data Protection.

6.3.1. Twitter Data. Notwithstanding any other provisions of this Agreement, (i) the obligations of confidentiality shall extend indefinitely as it relates to personal data, or personal information, including customer information and user data received or processed by Supplier from or on behalf of Twitter (collectively, "**Twitter Data**") and shall survive termination or expiration of this Agreement; and (ii) none of the exclusions set forth in Section 6.2 apply to any Twitter Data regardless of whether it was provided to, generated by or processed by Supplier Personnel or on behalf of Supplier Personnel. This restriction applies regardless of whether such Twitter Data may be publicly available or otherwise qualify for exclusion under any of the other provisions of Section 6.2. Supplier may use or disclose any information that may be the same as any Twitter Data but which Supplier can demonstrate by documentary evidence was: (a) obtained by Supplier without access to, reference to or use of any Twitter Data; and (b) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Twitter Data. The data processing activities that Supplier shall be providing to Twitter in relation to the Services are described in the Statement of Work or Order Form or other document mutually agreed upon by the parties.

6.3.2. Schedules. To the extent Supplier processes any Twitter Data made available to it in the course of providing Services, including without limitation personal data originating from the European Economic Area, the United Kingdom, and Switzerland, this Agreement incorporates the Data Protection Addendum, and Supplier will comply with the Technical and Organizational Security Measures, attached hereto as Schedules 1 and 2, respectively, and incorporated by reference into this Agreement.

6.4. Publicity. Supplier shall not publicize, or otherwise disclose that Twitter has engaged Supplier to provide Services, or use any of Twitter's trademarks, unless Twitter provides its consent in writing. To the extent consent is granted for use of Twitter's trademarks, Supplier shall adhere to Twitter's guidelines, at twitter.com/logo, and Twitter's direction as to any disclosure or use, as may be determined by Twitter in its sole discretion. Notwithstanding the foregoing, Twitter may revoke its consent at any time, upon which Supplier shall cease all use or disclosure as had been permitted.

7. ANTI-BRIBERY. In conformity with the United States Foreign Corrupt Practices Act 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.

8. REPRESENTATIONS AND WARRANTIES.

8.1. Supplier Representation and Warranties. Supplier represents and warrants to Twitter that: (a) it has the authority to enter into this Agreement and to grant the rights and licenses granted during the Term and to perform its obligations, under this Agreement; (b) the execution of this Agreement is by its authorized



representative; (c) its facilities, personnel, experience and expertise are sufficient to perform the Services in a professional and workmanlike manner conforming to industry standards and practices; (d) the Services will conform in all respects with the requirements and specifications stated in the Agreement and the applicable Statement of Work; (e) its performance of the Services and actions of its Supplier Personnel will be in compliance with all foreign and domestic laws, rules, license requirements and regulations applicable to Services; (f) Supplier will only access and use Twitter data or Twitter information systems in the manner and to the extent necessary to provide the agreed products, services, and solutions; (g) there is no settled, pending or threatened action to Supplier's knowledge as of the Effective Date, including in the form of any offer to obtain a license, alleging that the Services infringe or misappropriate any Intellectual Property Right of a third party; and (h) the software-related components of the Services are and will remain free of viruses and other malicious computer code. In the event of Supplier's breach of the foregoing warranty, Twitter may (x) require Supplier to correct any defective or nonconforming item, at no cost to Twitter; or (y) if Supplier cannot correct such nonconforming item to Twitter's reasonable satisfaction, Twitter may correct the defective or nonconforming item itself and charge Supplier for the cost of such correction. Supplier will promptly repair or replace at its own expense all damages to any materials on Twitter's premises caused by Supplier or its personnel.

8.2 Twitter Responsibilities. Twitter shall (a) ensure it has the full right, power and authority to enter into this Agreement and to grant the rights and licenses granted hereunder; (b) ensure that the execution of this Agreement is by its authorized representative; (c) provide Supplier with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Supplier in order to provide Services; and (d) make available such personnel assistance, including any Twitter personnel described in the Statements of Work, as reasonably requested by Supplier.

9. INDEMNIFICATION.

9.1. Indemnification. Supplier will at its sole cost indemnify, defend and hold harmless Twitter, its directors, shareholders, officers, employees, subsidiaries, affiliates and assignees, from and against any third party claims, suits, actions, judgements, associated damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees), to the extent arising out of: (a) any act or omission by Supplier Personnel in connection with Supplier's performance of the Services; (b) actual or alleged infringement of a third party's intellectual property rights in connection with the performance of the Services; (c) Supplier's breach or claimed breach of Section 3.2 (Background Check), Section 6 (Confidential Information), Section 7 (Anti-Bribery) or Section 8 (Representations and Warranties); or (d) any obligation on Twitter to pay any government-imposed tax, assessments, liabilities and/or penalties (including any interest, excise taxes and/or attorneys' fees) on payrolls, group health coverage or compensation of Supplier's employees. Twitter will have the right to approve any counsel retained to defend against any claim in which Twitter is named a defendant, and will not unreasonably withhold such approval. Additionally, Twitter will have the right to participate in the defense of any such claim concerning matters that relate to Twitter. Supplier will not settle any such claim without Twitter's reasonable consent.

9.2. Infringement. In addition to Twitter's rights and Supplier's other obligations hereunder, if any part of the Work Product or Services are held or may be held to constitute, or become the subject of any action for infringement, Supplier at no cost to Twitter, will (a) procure for Twitter a right to continue using the Work Product or Services; or (b) replace or modify the Work Product and/or Services or part thereof with Work Product and/or Service that does not infringe and that is functionally equivalent to the affected Work Product and/or Service. If (a) or (b) is not available or if Supplier has not promptly performed (a) or (b) above, Twitter may terminate the relevant Statement of Work in whole or in part and Supplier will promptly refund to Twitter all fees paid for the affected Work Product and Service, pro-rated to the date of termination.

10. TERM; TERMINATION.



10.1. Term. The duration of this Agreement and each Statement of Work will commence on the respective Effective Date and will continue in effect until terminated in accordance with the terms of this Agreement or the applicable Statement of Work ("**Term**").

10.2. Termination. Either party may terminate the Agreement for cause (a) if a material breach remains uncured after ten (10) days written notice or (b) if the other party (i) becomes the subject of a proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors to the extent permitted by applicable law; (ii) goes out of business (iii) ceases its operations (iv) violates applicable law; (v) engages in an activity that significantly impairs the non-terminating party's ability to provide Services hereunder; or (vi) engages in an activity that may materially damage the terminating party's reputation. Twitter may terminate the Agreement for cause if (x) Supplier suffers a data or security breach, as to data of any of its customers or in connection with its Services, (y) Supplier materially reduces its security measures for Twitter Confidential Information, including Twitter Data, or (z) a third party claim or suit is asserted against Twitter relating to Twitter's use of the Services as permitted by this Agreement. Twitter may terminate this Agreement or any Statement of Work) at any time by providing thirty (30) days prior written notice to Supplier without payment of any penalty.

10.3. Effect of Termination. Upon the termination of this Agreement or a Statement of Work), (a) Supplier will promptly deliver to Twitter all Work Product, including all versions and work in progress; (b) Twitter will pay Supplier any undisputed amounts that are due for Services, subject to any service credits accrued (except in instances of termination pursuant to Sections 10.2(a) or (b)); (c) Supplier will promptly notify Twitter of all Twitter-owned property and Confidential Information in Supplier's control and will promptly return all such property and certify to Twitter that all Confidential Information has been destroyed, at Supplier's expense and in accordance with Twitter's instructions; and (d) Supplier shall repay, on a *pro rata* basis, all fees, expenses and other amounts paid by Twitter in advance for any Services that Supplier has not performed as of the effective date of termination within thirty (30) days.

10.4. Effect of Changes in Law. In the event of changes to law applicable to Supplier that affects the provision of the Services, Supplier agrees to (a) amend this Agreement to comply with changes to law; and (b) implement in a timely manner, at its own expense, any changes in the Services required to comply with such changes to law; provided that if such changes have a material effect on the Services, Supplier shall notify Twitter before implementing such changes. If any change in the Services required to conform to changes in law results in a material reduction in the Services or in the quality of the Services, (i) the applicable fees will be equitably reduced to reflect such reduction, or (ii) Twitter may terminate the affected portion of the Services without penalty.

11. INSURANCE. Supplier will maintain the following insurance policy levels during the Term. These insurance requirements will not limit Supplier's indemnity obligations to Twitter under this Agreement, nor will they decrease the direct liability of Supplier. All policies will be placed with an insurer having an AM Best's rating of not less that A-VII. Supplier is responsible for requiring appropriate limits of the same insurance for any Subcontractors. Upon written request of Twitter, Supplier will provide evidence of the following applicable insurance coverage:

Workers' Compensation	as required by law where work is performed and must include a waiver of all right of subrogation against Twitter
Employer's Liability	not less than \$1,000,000 per employee and per accident
Commercial General (or Public) Liability	not less than \$1,000,000 per occurrence or US\$2,000,000 aggregate. Twitter will be named as an additional insured on Supplier's Commercial General Liability policy. The foregoing coverage must (i) be primary and non-contributory to any insurance carried by Twitter; (ii) apply severability of interest;



	and (iii) include a waiver of all right of subrogation against Twitter
Professional Liability	not less than US\$1,000,000 per claim and covering errors, omissions and negligent acts arising out of professional services
Automobile Liability	not less than US\$1,000,000 per occurrence for combined single limit bodily injury and property damage
Umbrella/excess Liability	not less than \$5,000,000
Employee Dishonesty	not less than \$500,000 with coverage including Third Party/Customer extension
Cyber Liability	not less than \$1,000,000 per claim and covering breach of Twitter's network, systems, records, or data by intentional or unintentional acts of Supplier and Supplier's employees

12. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL TWITTER BE RESPONSIBLE FOR ANY AMOUNTS UNDER THIS AGREEMENT OTHER THAN THE PAYMENT OBLIGATIONS SET FORTH IN SECTION 4 ABOVE. IN NO EVENT SHALL SUPPLIER BE RESPONSIBLE FOR ANY AMOUNTS UNDER THIS AGREEMENT EXCEEDING 3X THE AMOUNT PAID OR PAYABLE BY TWITTER FOR SERVICES RENDERED UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO LIABILITIES RELATING TO SUPPLIER'S: (A) INDEMNIFICATION OBLIGATIONS, (B) ANTI-BRIBERY OBLIGATIONS (C) CONFIDENTIALITY OBLIGATIONS OR (D) INFRINGEMENT OR MISAPPROPRIATION OF TWITTER'S INTELLECTUAL PROPERTY RIGHTS.

13. GENERAL.

13.1. Remedies. Each Party will have the right to enforce this Agreement by seeking equitable relief without having to post a bond, in addition to other remedies that a Party may have for breach. Each party's exercise of any remedies under this Agreement will be without prejudice to other remedies under this Agreement or available at law or in equity.

13.2 Export Controls Compliance. Supplier represents and warrants that it will comply with all applicable export control laws and regulations and it will not directly or indirectly export or re-export, and deliver to Twitter, any material from any country which, at the time of export or re-export, requires an export license or other governmental approval, without first obtaining such license or approval. Supplier agrees to inform Twitter in writing, prior to delivery, whether any supplied material is controlled under applicable export control laws of another country, and the extent of the restrictions (including but not limited to export control legal jurisdiction, export control classification numbers or export control licenses).

13.3. Force Majeure. Neither party will be liable for any delayed or failed performance of its obligations under this Agreement due to causes beyond its reasonable control. If Services are delayed for reasons beyond Supplier's control, then Twitter will not pay fees for the affected period and Supplier will use its best



efforts to restore Services at its expense. If Supplier fails to substantially restore all Services within five (5) days, Twitter may terminate the Agreement or the relevant Statement of Work.

13.4. Books and Records; Inspections. During the Term and for a period of three (3) years after termination, Supplier will maintain records to confirm Supplier's compliance with its obligations under this Agreement. Twitter will, upon reasonable notice, have the right to review Supplier's records to confirm Supplier's compliance. Such review will be at Twitter's cost, unless it reveals a noncompliance by Supplier, in which case Supplier will be responsible for paying the costs of review.

13.5. Assignment. Supplier may not assign or transfer any of Supplier's rights or delegate any of Supplier's obligations under this Agreement, in whole or in part, without Twitter's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

13.6. Governing Law. This Agreement will be governed by the laws of the State of California, excluding laws pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties irrevocably consent to personal jurisdiction and venue in those courts.

13.7. Severability; Waiver. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in effect, and the provision affected will be construed to be enforceable to the maximum extent permissible by law. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach.

13.8. Notices. All notices given under this Agreement will be in writing and delivered by: (a) email; (b) courier or overnight delivery service; or (c) certified mail. All notices will be sent to the addresses set forth above. Notices to Twitter by email will be sent to legalnotices@twitter.com, and will be deemed delivered upon receipt.

13.9. Order of Precedence. The terms and conditions set forth in this Master Services Agreement will always control with respect to limitations of liability, indemnification obligations, representation and warranties, confidentiality and governing law. In the event of a conflict apart from those terms between the provisions of this Master Services Agreement and any Statement of Work, the provisions of the Statement of Work will control (with respect to that Statement of Work only), and in the event of a conflict with the Data Protection Agreement, the provisions of the Data Protection Agreement will control.

13.10. Counterparts; Survival. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute one instrument. Any provision that should survive termination of this Agreement to fulfill its essential purpose, will survive, including but not limited to Sections 5 (Intellectual Property Rights), 6 (Confidential Information), 9 (Indemnification); and 12 (Limitation of Liability).

13.11. Entire Agreement. This Agreement is the complete and exclusive understanding of the Parties and supersedes all prior understandings and agreements, written or oral, with respect to its subject matter. No other document provided by Supplier, including but not limited to quotation, confirmation, acknowledgement, shipping, sales forms, browse-wrap, shrink-wrap, click-wrap, end user license or other non-negotiated terms and conditions provided with any of the Services, or other Supplier materials hereunder, will be part of this Agreement or be binding on Twitter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both Parties.

IN WITNESS WHEREOF, each party's authorized representative has signed this Agreement.

TWITTER, INC.

SUPPLIER



Helen J. Stoddard

By: Helen J. Stoddard (Jun 24, 2020 14:29 EDT)

Name: Helen J. Stoddard

Title: Head of Global Events

Date: Jun 24, 2020

Lauren Borelli

By: _____

Name: Lauren Borelli

Title: Partner

Date: Jun 24, 2020

**SCHEDULE 1
DATA PROTECTION ADDENDUM**

1. Scope, Definitions and Applicable Law. This Data Protection Addendum (“DPA”) is incorporated into the Agreement to the extent Supplier (“Supplier” or “You”) receives or accesses personal data or personal information from or on behalf of Twitter in the course of providing or in connection with the Services (“Twitter Data”), including without limitation personal data originating from the European Economic Area, the United Kingdom and Switzerland (“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 used herein that are not otherwise defined, including, without limitation, “business purpose,” “controller,” “personal data,” “personal information,” “processing,” “processor,” “sell,” 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. (the “CCPA”) and all other similar laws. 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 process 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.

2. Compliance with Requirements of Applicable Data Protection Law. You represent and warrant that you will implement appropriate technical, physical, administrative, and organizational measures, including the measures incorporated into the Agreement and attached as **Schedule 2**, sufficient to guarantee that your processing will meet the requirements of Applicable Data Protection Law.

3. Terms of Processing: You agree that your processing of Twitter Data shall be governed by the Agreement 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 the statement of work, order form or other document 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 performing the Services, 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 Agreement, 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;
- f. comply with Section 4 of this DPA;
- 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 after the end of the provision of services relating to processing. You also represent and warrant that you shall delete existing copies of any such Twitter Data unless applicable law requires storage of the data; 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, 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 the Agreement, 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. Additional Processors; Sub-Processors.

a. No Additional Processors or Sub-processors without Authorization. You represent and warrant that you will not engage any third parties (each, an additional processor or a sub-processor)



for the processing of Twitter Data without prior specific or general written authorization of Twitter. In the case of a general authorization provided by Twitter, you agree that you will inform Twitter of any intended changes concerning the addition or replacement of any processors to whom you may be providing Twitter Data. Twitter will have the right to object to any such engagement of any additional processor or sub-processor at Twitter's sole discretion, for any reason or no reason.

b. Terms of engagement of additional processors. You represent and warrant that you will only enter into written contracts with approved sub-processors 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 subcontractor's failure to comply with their data protection obligations.

6. Transfers of Twitter European Data. If you are located in the European Economic Area or transfer Twitter European Data to the United States of America, then to the extent that you rely upon and are certified in accordance with Privacy Shield to receive categories of data which include Twitter European Data, you represent and warrant that you will comply with the Privacy Shield principles. If Privacy Shield does not cover the transfer of Twitter European Data or you are 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 GDPR is in force and covers such transfer, then you agree that your use of Twitter European Data is subject to the standard contractual clauses adopted by the Clauses, which are hereby incorporated into this DPA, and you represent and warrant that you will comply with the Clauses. In such cases, TIC is the 'data exporter' and you are 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 you, (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 your Agreement with Twitter. For the purposes of Appendix 2 of the Clauses, the description of the technical and organizational security measures are those described in this DPA and your Agreement with Twitter. In the event of a conflict between the Clauses and your other agreements with Twitter, the Clauses shall control.

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 Agreement 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.

8. 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 Statement of Work), or (ii) 5 days after the termination or expiration of the applicable SOW.

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 provisions of this DPA and the Agreement, the provisions of this DPA will control. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

11. Survival. Your obligations under this DPA will survive termination of the Agreement and the completion of the Services.

Schedule 2

Technical and Organizational Security Measures

Supplier will adopt and maintain appropriate security (including organizational and technical) measures prior to and during processing of any Twitter data received from Twitter, including without limitation, any personal data or other sensitive data made available to Supplier in the course of providing services to Twitter ("**Twitter Data**") to protect against (i) unauthorized or accidental access, loss, alteration, disclosure or destruction of such data and (ii) all other unlawful forms of processing.

Supplier will only access and use Twitter Data or Twitter information systems in the manner and to the extent necessary to provide the agreed products, services, and solutions, unless otherwise authorized in writing by Twitter. Terms and expressions as used herein and not defined in this **Schedule 2** shall have the meanings set forth in the Agreement.

Supplier will implement at least the following specific security measures:

1. Security Assessments & Compliance

1.1. Supplier must provide a SOC 2 Type 2 or ISO 27001 certificate of compliance. In case neither is available, an equivalent report that is acceptable to both Twitter Information Security and Supplier must be provided.

2. Data Security

- 2.1. Twitter Data must not be moved to hosted file sharing services. These services include, but are not limited to, Dropbox, Box, Google Drive and Microsoft Onedrive.
- 2.2. Twitter Data that includes sensitive information, such as addresses, phone numbers, birth dates, or bank account information shall not be scanned or archived.

3. Endpoint Security



- 3.1. Twitter Data must not be moved to portable USB devices.
- 3.2. Supplier must maintain the following endpoint security requirements:
 - 3.2.1. Patch management;
 - 3.2.2. Full disk encryption;
 - 3.2.3. Remote wipe capability in case of lost/stolen laptop;
 - 3.2.4. Anti-malware;
 - 3.2.5. Inactivity timeout, e.g. screen saver lock; and
 - 3.2.6. Complex passwords of at least 8 characters.
- 3.3. If provided with Twitter-owned endpoint devices, Supplier must not disable or otherwise interfere with Twitter endpoint protection mechanisms that are configured to regularly scan for or fix identified vulnerabilities on endpoint systems. This includes operation of Twitter security agent software that may relate to firewall, malware protection and up-to-date patches and virus definitions.


4. Organizational Security

- 4.1. Supplier must conduct thorough background checks on employees and contractors who may have access to Twitter Data, in accordance with applicable law.
- 4.2. Supplier must have a controlled employee termination or change of status policy or process that includes notification to security / access administration within 24 hours to ensure access modification or removal is performed immediately.
- 4.3. Supplier must return all Twitter-owned assets (endpoint devices including laptops, desktop, cell phones, access cards, keys, proprietary documentation) upon termination and change of status
- 4.4. Supplier must have a disaster recovery plan in place.
- 4.5. Supplier must require personnel to complete security awareness training, addressing specific technical and organizational security measures.

5. Notice Requirements

Supplier shall notify Twitter at secure@twitter.com of any unauthorized use or disclosure of Twitter Data, including breaches, investigation, litigation, arbitrated matter or other disputes concerning Supplier's information security or privacy practices as it relates to the service Supplier provides to Twitter within 48 hours after Supplier becomes aware of it. If Twitter determines that such use or disclosure may constitute a breach of Twitter Data, Supplier agrees to provide Twitter written notification of the breach that includes the following information within three (3) days: (1) a brief description of the incident, including the date of the breach and the date of the discovery of the breach; (2) a description of the types of Twitter Data that were involved in the breach; (3) any steps Twitter should take to protect themselves from potential harm resulting from the breach; (4) a brief description of actions that the Supplier is undertaking to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and (5) the name and contact information of an employee of Supplier who shall serve as Twitter's primary security contact and shall be available to promptly assist Twitter in resolving any issues relating to such breach.

EXHIBIT B

Twitter PO#10139811 - CANARY LLC has been Issued [Do Not Reply] 

 6  



procurement@twitter.com

To: Izzy Crouch

Cc: proc-notifications@twitter.com; kclarke@twitter.com; ssubbaiahkk@twitter.com

Fri 7/22/2022 10:16 AM

 PO_81_10139811_0_US.pdf
65 KB

--Please do not reply to this message -- Read below for inquiry contact info--

Hello,

Please see attached Purchase Order # 10139811. Review the PO details and notify your business contact of any discrepancies. If there are any supporting documents requiring signature, those will come separately through EchoSign.

Instructions for Payment

- Submit electronic (PDF) invoices to: apinvoices.us@twitter.com
- Supplier must reference the PO number on all invoices. Invoices received without a valid PO number will result in a payment delay and/or returned to you until a PO is referenced on the invoice
- Only one PO# per invoice allowed. Invoices with multiple PO#s referenced will be returned
- Invoice must be submitted within 60 days of delivery/completion of services or receipt of goods
- Invoice must be dated within 60 days of submission
- Invoice numbers must not include any special characters
- Supplier should have the following Bill to address on the invoice :

Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Illustrative Example: <https://legal.twitter.com/content/dam/legal-twitter/suppliers/invoice-sample1.png>

For EMEA and APAC regions, also reference:

- VAT ID (EMEA), GST (Singapore), GSTIN (India), ABN (Australia)
- Required Local tax information

Questions?

EXHIBIT C



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10136633
Revision	0
Order Date	30-NOV-2021
Requester	Sheth, Samir
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Govek, Matthew	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10136633" on all packing lists and invoices.

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Product Marketing's Communities Box - merch Ship To: Use the ship-to address at the header level	Needed: 01-DEC-2021 00:00:00	80371.9 4	Each	1	80,371.94
Total: 80,371.94 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

**TWITTER, INC. ("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 ("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 E 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 tax, 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 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 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) be new and unused; (b) be free of defects in materials, workmanship and design; and (c) not infringe a third party's intellectual property rights; (d) 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; (e) comply with Twitter's quality assurance procedures as provided to Supplier from time to time; (f) comply with any applicable quality specification assurance documentation; (g) be manufactured, handled, packaged and transported in accordance with all applicable laws, regulations, guidelines and industry standards; (h) have the necessary licenses and rights to provide the Deliverables; (h) 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; (i) 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, suits, 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 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://legal.twitter.com/content/dam/legal-twitter/suppliers/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](https://www.twitter.com/company/brand-policy), and display requirements, located at [about.twitter.com/company/display-requirements](https://www.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 or 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 acknowledgment 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 it 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.

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.

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

**SCHEDULE 1
 DATA PROTECTION ADDENDUM**

1. Scope, Definitions and Applicable Law. This Data Protection Addendum ("DPA") is incorporated into the Agreement 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 Services, including without limitation personal data originating from the European Union, EFTA States, or the United Kingdom ("Twitter European Data"). If "Twitter Data" is not already defined in the Agreement, "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 Services, as specifically set out in the applicable Statement of Work. 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 used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "sell," 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. (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 Directive 95/46/EC (the "Directive"), General Data Protection Regulation (2016/679) (the "GDPR"), Commission Implementing Decision 2016/1250 ("Privacy Shield"), and the Standard Contractual Clauses established by EU Decision 2010/87/EU (the "Model 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.

2. Compliance with Requirements of Applicable Data Protection Law. You represent and warrant that you will implement appropriate technical, physical, administrative, and organizational measures, including the measures incorporated into the Agreement and attached as Schedule 2, sufficient to guarantee that your processing will meet the requirements of Applicable Data Protection Law.

3. Terms of Processing: You agree that your processing of Twitter Data shall be governed by the Agreement 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 the statement of work, order form or other document 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 performing the Services, 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 Agreement, 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;
- f. comply with Section 4 of this DPA;
- g. assist Twitter in the fulfillment 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 the Agreement, 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. Additional Processors; Subprocessors.

- a. **No Additional Processors or Subprocessors without Authorization.** You represent and warrant that you will not engage any third parties (each, an additional processor or a sub-processor) for the processing of Twitter Data without prior specific or general written authorization of Twitter. The list of current authorized subprocessors shall be attached as Annex A to this DPA ("Authorized Subprocessors") or each applicable Statement of Work, disclosing the services they may render to Twitter as part of the Services, 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 processor or sub-processor 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 sub-processor, then Twitter may choose to terminate the applicable Statement of Work or terminate the Agreement.
- b. **Terms of engagement of additional processors.** You represent and warrant that you will only enter into written contracts with approved 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 subcontractor's failure to comply with their data privacy and protection obligations.

6. Cross-border Transfers of Twitter Data.

- a. 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 such additional measures as shall be mutually agreed.
- b. If you are located in the European Economic Area or transfer Twitter European Data to the United States of America, then to the extent that you rely upon and are certified in accordance with Privacy Shield to receive categories of data which include Twitter European Data, you represent and warrant that you will comply with the Privacy Shield principles. If you are 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 GDPR is in force and covers such transfer, then you agree that your use of Twitter European Data is subject to the standard contractual clauses adopted by the Model Clauses, which are hereby incorporated into this DPA, and you represent and warrant that you will comply with the Clauses. In such cases, TIC is the 'data exporter' and you are the 'data importer', and the Model Clauses and the provisions relating to data protection aspects for subprocessors of the contract referred to in Model Clause 11 paragraph 1 shall be governed by the law of Ireland. For the purposes of Appendix 1 of the Model Clauses, the following shall apply: (u) 'data exporter' is TIC, (v) 'data importer' is you, (w) 'data subjects' are individuals whose personal data is in the Twitter European Data as set out in the applicable Statement of Work, (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 only as set out in the applicable Statement of Work; and (z) 'processing operations' are the performance of the Services under your Agreement with Twitter and as further set out in the applicable Statement of Work. For the purposes of Appendix 2 of the Model Clauses, the description of the technical and organizational security measures are those described in this DPA, Schedule 2 of the Agreement, and your Agreement with Twitter. In the event of a conflict between the Model Clauses and the Agreement, the Model Clauses shall control.

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 Agreement 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 a Statement of Work), 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 provisions of this DPA and the Agreement, the provisions of this DPA will control. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

11. Survival. Your obligations under this DPA will survive termination of the Agreement and the completion of the Services.

**ANNEX A
 AUTHORIZED SUBPROCESSORS**

Name of Subprocessor	Type of services provided by the Subprocessor	Country(ies) where services are provided by Subprocessor



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10138687
Revision	0
Order Date	12-APR-2022
Requester	Seeley, Justin
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10138687" on all packing lists and invoices.

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	TFS Swag Ship To: Use the ship-to address at the header level	Needed: 01-APR-2022 00:00:00	20000	Each	1	20,000.00
Total: 20,000.00 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 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 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 assurance 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, suits, 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 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://legal.twitter.com/content/dam/legal-twitter/suppliers/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 or 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 acknowledgment 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 it 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.

**SCHEDULE 1
DATA PROTECTION ADDENDUM**

1. Scope, Definitions and Applicable Law. This Data Protection Addendum ("DPA") is incorporated into the Agreement 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 Services, including without limitation personal data originating from the European Union, EFTA States, or the United Kingdom ("Twitter European Data"). If "Twitter Data" is not already defined in the Agreement, "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 Services, as specifically set out in the applicable Statement of Work. 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 used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "sell," 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. (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 Directive 95/46/EC (the "Directive"), General Data Protection Regulation (2016/679) (the "GDPR"), Commission Implementing Decision 2016/1250 ("Privacy Shield"), and the Standard Contractual Clauses established by EU Decision 2010/87/EU (the "Model 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.

2. Compliance with Requirements of Applicable Data Protection Law. You represent and warrant that you will implement appropriate technical, physical, administrative, and organizational measures, including the measures incorporated into the Agreement and attached as Schedule 2, sufficient to guarantee that your processing will meet the requirements of Applicable Data Protection Law.

3. Terms of Processing: You agree that your processing of Twitter Data shall be governed by the Agreement 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 the statement of work, order form or other document 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 performing the Services, 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 Agreement, 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;
- f. comply with Section 4 of this DPA;
- g. assist Twitter in the fulfillment 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 the Agreement, 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. Additional Processors; Subprocessors.

- a. **No Additional Processors or Subprocessors without Authorization.** You represent and warrant that you will not engage any third parties (each, an additional processor or a sub-processor) for the processing of Twitter Data without prior specific or general written authorization of Twitter. The list of current authorized subprocessors shall be attached as Annex A to this DPA ("Authorized Subprocessors") or each applicable Statement of Work, disclosing the services they may render to Twitter as part of the Services, 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 processor or sub-processor 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 sub-processor, then Twitter may choose to terminate the applicable Statement of Work or terminate the Agreement.
- b. **Terms of engagement of additional processors.** You represent and warrant that you will only enter into written contracts with approved 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 subcontractor's failure to comply with their data privacy and protection obligations.

6. Cross-border Transfers of Twitter Data.

- a. 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 such additional measures as shall be mutually agreed.
- b. If you are located in the European Economic Area or transfer Twitter European Data to the United States of America, then to the extent that you rely upon and are certified in accordance with Privacy Shield to receive categories of data which include Twitter European Data, you represent and warrant that you will comply with the Privacy Shield principles. If you are 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 GDPR is in force and covers such transfer, then you agree that your use of Twitter European Data is subject to the standard contractual clauses adopted by the Model Clauses, which are hereby incorporated into this DPA, and you represent and warrant that you will comply with the Clauses. In such cases, TIC is the 'data exporter' and you are the 'data importer', and the Model Clauses and the provisions relating to data protection aspects for subprocessors of the contract referred to in Model Clause 11 paragraph 1 shall be governed by the law of Ireland. For the purposes of Appendix 1 of the Model Clauses, the following shall apply: (u) 'data exporter' is TIC, (v) 'data importer' is you, (w) 'data subjects' are individuals whose personal data is in the Twitter European Data as set out in the applicable Statement of Work, (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 only as set out in the applicable Statement of Work; and (z) 'processing operations' are the performance of the Services under your Agreement with Twitter and as further set out in the applicable Statement of Work. For the purposes of Appendix 2 of the Model Clauses, the description of the technical and organizational security measures are those described in this DPA, Schedule 2 of the Agreement, and your Agreement with Twitter. In the event of a conflict between the Model Clauses and the Agreement, the Model Clauses shall control.

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 Agreement 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 a Statement of Work), 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 provisions of this DPA and the Agreement, the provisions of this DPA will control. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

11. Survival. Your obligations under this DPA will survive termination of the Agreement and the completion of the Services.

**ANNEX A
AUTHORIZED SUBPROCESSORS**

Name of Subprocessor	Type of services provided by the Subprocessor	Country(ies) where services are provided by Subprocessor



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10139460
Revision	1
Order Date	15-JUN-2022
Requester	Petkar, Vani
Revision Date	11-JUL-2022

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10139460" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Tentpole week "Keep Warm Gift" (400*\$3) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 02:49:20	1200	Each	1	1,200.00
2	Bulk ship fulfillment to offices: Tentpole week "Keep Warm Gift" includes labor for kitting, qty match to distro, packaging materials, shipping label creation (1*\$200) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 02:50:55	200	Each	1	200.00
3	Drop ship - domestic *estimated 10 domestic offices* (10*\$5) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 02:53:49	50	Each	1	50.00
4	Drop ship - international *estimated 5 international offices* (5*\$10) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 02:54:46	50	Each	1	50.00
5	"Choose Your Own Gift" TBD (400*\$21.50) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 02:55:44	8600	Each	1	8,600.00
6	Set-Up Charge per artwork per item (4*\$150) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 02:56:45	600	Each	1	600.00
7		Needed:	8800	Each	1	8,800.00

Line	Part Number/ Description/MFG#	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
	Fulfillment: includes labor for kitting, product match to distro, packaging materials, shipping label creation (400*\$22) Ship To: Use the ship-to address at the header level	17-JUN-2022 02:58:30				
8	Drop ship - domestic *estimated 70%* (280*\$5), Drop ship - international *estimated 30%* (120*\$10) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 02:59:44	2600	Each	1	2,600.00
9	Freight estimate includes inbound and outbound freight: based on 15 office location bulk shipments @ 10 domestic/5 international via economy based on 70% domestic/30% international drop shipments via economy (1*\$19,600) Ship To: Use the ship-to address at the header level	Needed: 17-JUN-2022 03:01:53	19600	Each	1	19,600.00
10	SWAG for Twitter Parents 2022 Tentpole Event Ship To: Use the ship-to address at the header level	Needed: 12-JUL-2022 16:24:03	850	Each	1	850.00
Total: 42,550.00 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 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 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 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 will 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 or 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, demands, 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 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10139811
Revision	0
Order Date	22-JUL-2022
Requester	Clarke, Kendra
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10139811" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time			
1	Red Champion hoodie, Black Bella+Canvas t-shirt, Custom Cotton Athletic crew socks, Bubble cut sticker, Packing, Fulfillment Ship To: Use the ship-to address at the header level	Needed: 16-JUL-2022 11:30:00			
2	Freight Ship To: Use the ship-to address at the header level	Needed: 16-JUL-2022 11:30:00			

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 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 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 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 will 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, demands, 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 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 twtr.cm/suppliercodeofconduct.
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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140098
Revision	0
Order Date	22-AUG-2022
Requester	Alava Chonchol, Alexander
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To		Supplier Info		Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com		https://legal.twitter.com/suppliers.html		Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140098" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Swag	Needed: 18-AUG-2022 02:28:38	36509.0 2	Each	1	36,509.02
	Ship To: Use the ship-to address at the header level					
Total: 36,509.02 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 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 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 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 will 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/or 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, demands, 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 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 twtr.cm/suppliercodeofconduct.
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 Supplier'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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140430
Revision	0
Order Date	27-SEP-2022
Requester	Westhead, Angela
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140430" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time			
1	Swag for Flex Flock wellness month Ship To: Use the ship-to address at the header level	Needed: 22-OCT-2022 00:00:00			

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 rights, 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 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 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 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 will 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/or 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, 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 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 not 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140432
Revision	0
Order Date	27-SEP-2022
Requester	Epstein, Lily
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140432" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Swag Gift box for Elon Ship To: Use the ship-to address at the header level	Needed: 23-SEP-2022 13:18:04	6396.99	Each	1	6,396.99
Total: 6,396.99 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 rights, 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 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 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 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 will 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, demands, 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 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 not 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140434
Revision	0
Order Date	27-SEP-2022
Requester	Guigli, Danielle S
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : Amount added without sales tax - tax to be added after final cost.
All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140434" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Influence Council Swag - San Francisco - Nov 7-9 Ship To: Use the ship-to address at the header level	Needed: 07-NOV-2022 00:00:00	18507.1 5	Each	1	18,507.15
Total: 18,507.15 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 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 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 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 will 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/or 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, demands, suits 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 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 not 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
 2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
 3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
 - c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
 - d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
 - e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
 - f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
 11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140481
Revision	0
Order Date	30-SEP-2022
Requester	Onesimo, Brian Marc
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140481" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Data Platform Swag	Needed: 28-SEP-2022 06:50:12	11308.4 5	Each	1	11,308.45
	Ship To: Use the ship-to address at the header level					
Total: 11,308.45 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

TWITTER, INC. ("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 ("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 E 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 tax, use tax, 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 rights, 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 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 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 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 will 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/or 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, demands, 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 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
 2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
 3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
 - c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
 - d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
 - e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
 - f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
 11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140511
Revision	0
Order Date	04-OCT-2022
Requester	Beci, Desiree
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140511" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time			
1	Econscious long sleeve t-shirt 1-color/2-location imprint /Set-Up Charge per color/location/Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation Ship To: Use the ship-to address at the header level	Needed: 07-OCT-2022 12:43:34			
2	Drop ship - domestic/Drop ship - international /Freight estimate includes inbound and outbound freight: estimated 55 domestic/3 international drop shipments via economy Ship To: Use the ship-to address at the header level	Needed: 07-OCT-2022 12:44:45			

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 rights, 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 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 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 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 will 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, demands, 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 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 not 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140519
Revision	0
Order Date	05-OCT-2022
Requester	Kelly, Lea
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To		Supplier Info		Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com		https://legal.twitter.com/suppliers.html		Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140519" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	Cybersecurity Awareness Month Swag	Needed: 29-SEP-2022 11:30:00	16220.6 5	Each	1	16,220.65
	Ship To: Use the ship-to address at the header level					
Total: 16,220.65 (USD)						

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 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 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 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 will 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, demands, 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 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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 non-compliance, 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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140585
Revision	0
Order Date	12-OCT-2022
Requester	Udelson, Amy
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140585" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time				
1	CHIRP conference - Customer (attendee) swag gifts - San Francisco November 2022 Ship To: Use the ship-to address at the header level	Needed: 18-OCT-2022 13:11:23				

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 rights, 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 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 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 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 will 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, 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 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 not 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the mechanisms described in this DPA, including any new version of or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.



Twitter, Inc.
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Type	Standard Purchase Order
Order	10140660
Revision	0
Order Date	19-OCT-2022
Requester	Smith, Bria
Revision Date	

Supplier: **CANARY LLC**
745 DISTEL DR
STE 5
LOS ALTOS, CA 94022
United States

Ship To: **TWITTER INC**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Bill To: **Twitter, Inc.**
1355 Market Street, Suite 900
San Francisco, CA 94103
United States

Customer Account No.	Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
	189	60 NET				
Send Invoices To	Send Inquiries To	Supplier Info			Buyer	
apinvoices.us@twitter.com	Payments: apinquiry.us@twitter.com or Procurement: procurement@twitter.com	https://legal.twitter.com/suppliers.html			Dar, Maryam	

Notes : All prices and amounts on this order are expressed in USD. Please reference this PO Number "10140660" on all packing lists and invoices.

Line	Part Number/ Description/MFG#	Delivery Date/Time			
1	Twitter Trust and Safety EOY Swag Ship To: Use the ship-to address at the header level	Needed: 25-OCT-2022 14:00:48			
2	Set-Up Charge artwork Ship To: Use the ship-to address at the header level	Needed: 25-OCT-2022 14:02:10			
3	Fulfillment (1 sized item) includes labor for kitting, size match to distro, packaging materials, shipping label creation Ship To: Use the ship-to address at the header level	Needed: 25-OCT-2022 14:01:44			
4	Drop Ship Charge-Domestic Ship To: Use the ship-to address at the header level	Needed: 25-OCT-2022 14:02:31			
5	Drop Ship Charge-International Ship To: Use the ship-to address at the header level	Needed: 25-OCT-2022 14:02:57			
6	Freight Ship To: Use the ship-to address at the header level	Needed: 25-OCT-2022 14:03:29			

This Purchase Order ("Order") is Twitter, Inc.'s ("Twitter") offer to purchase from Supplier the goods and/or services described on the face of this Order. By acknowledging receipt of this Order, shipping the goods or commencement of the services, Supplier agrees to either the terms and conditions of sale contained in this Order (the "Terms and Conditions") or a separate, written agreement that has been executed by both Twitter and Supplier (the "Agreement"). Supplier further acknowledges that the issuance of any Order and / or Proprietary and Confidential

Twitter, Inc.

Standard Purchase Order 10140660, 0

Terms and Conditions shall be at Twitter's sole discretion. In the absence of a separate Agreement, these Terms and Conditions and Order constitute the entire agreement of the parties. Any terms proposed in Supplier's acceptance of this Order that add to, vary from, or conflict with this Order, Terms and Conditions or Agreement, are hereby voided and these Terms and Conditions or the Agreement shall constitute the entire agreement of the parties. If this Order has been issued by Twitter in response to an offer to sell by Supplier and if any of the terms herein are additional to or different from any terms of the Supplier's offer, then the issuance of this Order by Twitter shall constitute an acceptance of Supplier's offer, subject to Supplier acknowledging that this Order, Terms and Conditions or Agreement constitute the entire agreement between the parties. Supplier shall be deemed to have accepted this Order unless Supplier notifies Twitter to the contrary in writing within five (5) days of receipt of this Order. In the event there are conflicting terms in the aforementioned documents, the documents shall govern in the following order: 1) Fully executed Agreement, as applicable, 2) Fully executed Statement of Work, as applicable 3) these Terms and Conditions, and 4) Order.

Twitter, Inc.

**TWITTER, INC. ("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 ("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 E 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 rights, 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 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 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 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 will 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 or 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, demands, 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 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 not 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 twtr.cm/suppliercodeofconduct.
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 obtainable, 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 or modified 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 it 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.

SCHEDULE 1 DATA PROTECTION ADDENDUM

1. **Scope, Definitions and Applicable Law.** This Data Protection Addendum ("DPA") is incorporated into the Purchase Order for services between Twitter and the Supplier ("Supplier" or "you") and applies to the extent Supplier receives, accesses or processes Twitter Data (defined below) from or on behalf of Twitter in connection with the Purchase Order. For purposes of this DPA, "Twitter Data" means any personal data, or personal information, including but not limited to customer, applicant, employee or user information or data, that you receive, access or process from or on behalf of Twitter pursuant to the Purchase Order, and "Twitter European Data" means Twitter Data that is controlled by Twitter International Unlimited Company ("TIUC") or other Twitter affiliates or subsidiaries located in the European Economic Area ("EEA"), Switzerland, or the United Kingdom ("UK") ("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 European Affiliates, and (b) individual contacts of third parties with whom TIUC or European Affiliates have or may develop a commercial relationship. Terms and expressions used herein that are not otherwise defined, including, without limitation, "business purpose," "controller," "personal data," "personal information," "processing," "processor," "service provider," "sub-processor" and their respective derivative terms, shall have the meanings set forth in the data privacy and protection laws, regulations, and decisions applicable to a party to this DPA ("Applicable Data Protection Law"), which may include, without limitation, the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq. and its implementing regulations ("CCPA"), the Brazilian General Data Protection Law of 2018, Brazil Federal Law 13.709/2018, Lei Geral de Proteção de Dados, the Japanese Act on the Protection of Personal Information, Act No. 57 of 2003, and the EU General Data Protection Regulation (2016/679) ("GDPR"), in each case as amended, superseded or replaced from time to time.
2. **Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will comply with Applicable Data Protection Law and 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 the schedule entitled **Technical and Organizational Security Measures** attached to this DPA.
3. **Terms of Processing.** You agree that your processing of Twitter Data shall be governed by the Purchase Order with Twitter, and you represent and warrant that you shall:
 - a. process Twitter Data only on the documented instructions of Twitter, unless otherwise required by applicable law to which you are subject, in which case you shall inform Twitter of that legal requirement before processing the applicable Twitter Data, unless that law prohibits such notification on important grounds of public interest. You shall immediately inform Twitter if, in your opinion, an instruction from Twitter infringes Applicable Data Protection Law. To the extent that you process Twitter European Data, you agree and acknowledge that you do so solely on behalf of TIUC and European Affiliates, and where Twitter is not the controller of Twitter European Data, Twitter may instruct you on behalf of and enforce the rights and interests of the controller under Applicable Data Protection Law. Twitter will serve as your sole point of contact in respect of Twitter European Data, and you do not need to interact directly with (including to provide information to or seek authorization from) any other Twitter entity, other than through regular provision of the services to the extent required under the Purchase Order;
 - b. act solely as a processor or service provider with respect to your processing of Twitter Data and shall not (i) sell Twitter Data (within the meaning of the CCPA or otherwise), (ii) transfer, provide or make available Twitter Data to any third party for the purposes of targeted or cross-context behavioral advertising, (iii) retain, use or disclose Twitter Data outside of the direct business relationship between you and Twitter or for any purposes other than the limited business purposes specified under the Agreement, or (iv) combine Twitter Data with personal data or personal information received from or on behalf of any source other than Twitter, except as necessary to perform under the Purchase Order and as authorized by Twitter in writing;
 - c. ensure that persons (including your employees, agents, or other personnel) authorized to process Twitter Data are aware of the terms of this DPA, and are under a duty of confidentiality with respect to Twitter Data no less restrictive than the duties set forth herein;
 - d. assist Twitter in the fulfillment of Twitter's obligations under Applicable Data Protection Law, in particular with respect to Twitter's obligation to respond to requests from individuals seeking to exercise their rights under Applicable Data Protection Law, notify personal data breaches to supervisory authorities and individuals, conduct data protection impact assessments and transfer impact assessments and transfer impact assessments and consult with supervisory authorities; and
 - e. 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 (within the meaning of the CCPA or otherwise) in connection with the 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. **Sub-processors.**
 - a. **No Additional Sub-processors without Authorization.** You represent and warrant that you will not engage any third parties that receive, access, or otherwise process Twitter Data (each, a "Sub-processor") without prior specific written authorization from Twitter. The list of any current authorized Sub-processors shall be set out in the applicable Purchase Order, disclosing the services they may render to Twitter as part of the Agreement, 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 authorized Sub-processor. Twitter will have the right to object to any such additional or replacement Sub-processor 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 Sub-processor, then Twitter may choose to terminate the applicable Agreement.
 - b. **Terms of engagement of Sub-processors.** You represent and warrant that you will only enter into written contracts with Sub-processors 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 Sub-processors 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 to ensure compliance with Applicable Data Protection Law as shall be mutually agreed by the parties.
 - b. **Transfers of European Data.** If you transfer or process Twitter European Data outside the EEA, Switzerland, or the UK in a jurisdiction which is not subject to an adequacy determination by the European Commission, the UK or Swiss authorities (as applicable), then the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("SCCs") are hereby incorporated by reference and form an integral part of the Agreement in accordance with this Section 6 of this DPA.
- c. **EU SCCs.** To the extent that Twitter European Data is subject to the GDPR, the SCCs apply as follows:
 - i. Twitter is the 'data exporter' and you are the 'data importer';
 - ii. the Module Two terms apply where Twitter is the controller and the Module Three terms apply where Twitter is a processor acting on behalf of a third party (including, where applicable, TIUC or European Affiliates);
 - 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 SCCs are governed by Irish law;
 - vii. in Clause 18(b), disputes will be resolved before the courts of Ireland;
 - viii. in Annex I.A and I.B, the details of the parties and the transfer are set out in the Agreement;
 - ix. in Clause 13(a) and Annex I.C, the Irish Data Protection Commissioner ("DPC") will act as competent supervisory authority;
 - x. in Annex II, the description of the technical and organizational security measures is set out in the schedule entitled **Technical and Organizational Security Measures** attached to this DPA; and
 - xi. in Annex III, the list of Sub-processors is set out in the Agreement.
- d. **Swiss Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of Switzerland, the SCCs apply as set out in Section 6(c) of this DPA with the following modifications:
 - i. references to 'Regulation (EU) 2016/679' are interpreted as references to the Swiss Federal Data Protection Act of 19 June 1992 or any successor thereof ("Swiss DPA");
 - ii. references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of the Swiss DPA;
 - iii. references to 'EU, Union' and 'Member State' are replaced with 'Switzerland';
 - iv. Clause 13(a) and Part C of Annex 2 is not used and the 'competent supervisory authority' is the Swiss Federal Data Protection Information Commissioner ("FDPIC") or, if the transfer is subject to both the Swiss DPA and the GDPR, the FDPIC (insofar as the transfer is governed by the Swiss DPA) or the DPC (insofar as the transfer is governed by the GDPR);
 - v. references to the 'competent supervisory authority' and 'competent courts' are replaced with the FDPIC and 'competent Swiss courts';
 - vi. in Clause 17, the SCCs are governed by the laws of Switzerland;
 - vii. in Clause 18(b), disputes will be resolved before the competent Swiss courts; and
 - viii. the SCCs also protect the data of legal entities until entry into force of the revised Swiss DPA.
- e. **UK Transfers.** To the extent that Twitter European Data is subject to Applicable Data Protection Law of the UK, the SCCs apply as amended by Part 2 of the UK Addendum to the SCCs issued by the Information Commissioner under section 119A(1) of the Data Protection Act 2018 ("UK Addendum"), and Part 1 of the UK Addendum is deemed completed as follows:
 - i. in Table 1, the details of the parties are set out in the Agreement;
 - ii. in Table 2, the selected modules and clauses are set out in Section 6(c) of this DPA;
 - iii. in Table 3, the appendix information is set out in this DPA, or the Agreement; and
 - iv. in Table 4, the 'Exporter' is selected.
- f. **Alternative Transfer Mechanism.** In the event that a court of competent jurisdiction or supervisor authority orders (for whatever reason) that the measures described in this DPA cannot be relied on to lawfully transfer Twitter Data, or Twitter adopts an alternative data transfer mechanism to the extent that Twitter does not adopt an alternative data transfer mechanism to or successor to the SCCs or the Privacy Shield ("Alternative Transfer Mechanism"), you shall fully cooperate with Twitter to sign an amendment to this DPA and/or execute such other documents and take such other actions as may be necessary to remedy any non-compliance, or give legal effect to such Alternative Transfer Mechanism.
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 non-compliance, 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), (b) immediately, if Twitter has a good-faith belief that Supplier's possession or maintenance of any Twitter Data may result in actual harm to Supplier's or Twitter's reputation, business, or clients, and (c) upon expiration or termination of the Agreement with either (i) 30 days from the date of expiration or termination of the Agreement (unless otherwise expressly set forth therein), 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 SCCs and the Purchase Order, the terms shall apply in the following order of precedence: (i) SCCs, (ii) the DPA, and then (iii) the terms of the Purchase Order. Except as modified herein, all terms and conditions of the Purchase Order shall remain in full force and effect.
11. **Survival.** Your obligations under this DPA will survive so long as you process any Twitter Data, irrespective of whether the Purchase Order has terminated or expired.

EXHIBIT D

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#178542

09/09/2022

Bill To

Twitter Inc.
Vani Petkar
1355 Market St. Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

Terms	Due Date	Sales Team
Net 30	10/09/2022	Lauren 11 : Amanda 11-25
PO #	Created From	Job
10139460	Sales Order #2072570	Job #71032

Quantity	Item	Unit Price	Amount
6	#ParentsWeek Tentpole Gifts - additional for the Chairs Kid's Graphic Tee (7) Custom Kid's Cape (7) DIY Bracelet Kit (7)	\$21.50	\$129.00
3	#ParentsWeek Tentpole Gifts - additional for the Chairs Kid's Graphic Tee (7) Custom Kid's Cape (7) DIY Bracelet Kit (7)	\$21.50	\$64.50
6	#ParentsWeek Tentpole Gifts - additional for the Chairs Kid's Graphic Tee (7) Custom Kid's Cape (7) DIY Bracelet Kit (7)	\$21.50	\$129.00
6	#ParentsWeek Tentpole Gifts - additional for the Chairs Kid's Graphic Tee (7) Custom Kid's Cape (7) DIY Bracelet Kit (7)	\$21.50	\$129.00
2	Fulfillment: includes labor for kitting, product match to distro, packaging materials, shipping label creation	\$35.00	\$70.00
1	Fulfillment: includes labor for kitting, product match to distro, packaging materials, shipping label creation	\$35.00	\$35.00
2	Fulfillment: includes labor for kitting, product match to distro, packaging materials, shipping label creation	\$35.00	\$70.00
2	Fulfillment: includes labor for kitting, product match to distro, packaging materials, shipping label creation	\$35.00	\$70.00
2	Drop ship - domestic	\$5.00	\$10.00
1	Drop ship - domestic	\$5.00	\$5.00
2	Drop ship - domestic	\$5.00	\$10.00
1	Drop ship - domestic	\$5.00	\$5.00
1	Drop ship - international	\$10.00	\$10.00
1	Duties and Taxes	\$25.33	\$25.33

Notes



178542

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#178542

09/09/2022

Disclaimers:

- Canary is not liable for lost or stolen packages.
- No design changes can be made once the order has been placed
- Address changes must be handled through UPS and FedEx directly.
- There may be additional charges for add-on units after the order is in production.
- Inventory for the product will not be secured until after the proof has been approved.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment and storage and fulfillment charges may apply.

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$761.83
Tax Total (%)	\$33.54
Shipping Cost	\$204.29
Amount Paid	\$0.00
Amount Due	\$999.66



178542

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#178623

09/09/2022

Bill To

Twitter Inc.
Lily Epstein
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

Twitter Inc.
Lily Epstein
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Terms	Due Date	Sales Team
Net 30	10/09/2022	Lauren 11 : Amanda 11-25
PO #	Created From	Job
10136633	Sales Order #2069850	Job #60134

Quantity	Item	Unit Price	Amount
5	Twitter Communities Merch - monthly storage April - August 2022	\$215.00	\$1,075.00

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$1,075.00
Tax Total (%)	\$0.00
Shipping Cost	\$0.00
Amount Paid	\$0.00
Amount Due	\$1,075.00



178623

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#178873

9/15/2022

Bill To

Twitter Inc.
Tina Le
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

Terms	Due Date	Sales Team
Net 30	10/15/2022	Lauren 11 : Amanda 11-25
PO #	Created From	Job
10139811	Sales Order #2071614	Job #71281

Quantity	Item	Unit Price	Amount
66	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$1,838.10
2	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$55.70
1	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$27.85
1	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$27.85
2	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$55.70
10	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$278.50
26	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$724.10
7	Red Port & Co. Hoodie 1-color/2-location imprint Size XS	\$27.85	\$194.95
849	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$25,682.25
60	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$1,815.00
8	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$242.00
61	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$1,845.25
4	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$121.00
26	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$786.50
2	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$60.50
2	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$60.50
55	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$1,663.75
9	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$272.25



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Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

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Quantity	Item	Unit Price	Amount
13	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$393.25
7	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$211.75
10	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$302.50
42	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$1,270.50
8	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$242.00
107	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$3,236.75
496	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$15,004.00
2	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$60.50
16	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$484.00
2	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$60.50
5	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$151.25
189	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$5,717.25
3	Red Champion hoodie 1-color/2-location imprint Sizes S-3XL	\$30.25	\$90.75
3	Red Port & Co. Hoodie 1-color/2-location imprint Size 4XL	\$29.85	\$89.55
1	Red Port & Co. Hoodie 1-color/2-location imprint Size 4XL	\$29.85	\$29.85
1	Red Port & Co. Hoodie 1-color/2-location imprint Size 4XL	\$29.85	\$29.85
3	Red Heavy Blend Hoodie 1-color/2-location imprint Size 5XL	\$30.25	\$90.75
1	Red Heavy Blend Hoodie 1-color/2-location imprint Size 5XL	\$30.25	\$30.25
1	Set-Up Charge	\$145.00	\$145.00
868	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$10,398.64
59	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$706.82
8	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$95.84
58	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$694.84
3	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$35.94



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Quantity	Item	Unit Price	Amount
25	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$299.50
2	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$23.96
2	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$23.96
54	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$646.92
9	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$107.82
13	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$155.74
7	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$83.86
9	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$107.82
43	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$515.14
7	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$83.86
112	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$1,341.76
502	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$6,013.96
1	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$11.98
15	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$179.70
2	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$23.96
5	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$59.90
191	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$2,288.18
3	Black Bella+Canvas T-shirt full-color/1-location DTG Size XS-XL	\$11.98	\$35.94
35	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$488.25
2	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$27.90
4	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$55.80
2	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$27.90
1	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$13.95
5	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$69.75



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9/15/2022

Quantity	Item	Unit Price	Amount
13	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$181.35
1	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$13.95
1	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$13.95
3	Black Bella+Canvas T-shirt full-color/1-location DTG Size 2XL	\$13.95	\$41.85
14	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$222.60
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$15.90
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$15.90
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$15.90
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$15.90
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$15.90
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$15.90
5	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$79.50
2	Black Bella+Canvas t-shirt full-color/1-location DTG Size 3XL	\$15.90	\$31.80
6	Black Bella+Canvas t-shirt full-color/1-location DTG Size 4XL-5XL	\$19.81	\$118.86
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 4XL-5XL	\$19.81	\$19.81
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 4XL-5XL	\$19.81	\$19.81
1	Black Bella+Canvas t-shirt full-color/1-location DTG Size 4XL-5XL	\$19.81	\$19.81
1	Set-Up Charge	\$85.00	\$85.00
922	Custom Cotton Athletic crew socks	\$10.45	\$9,634.90
62	Custom Cotton Athletic crew socks	\$10.45	\$647.90
8	Custom Cotton Athletic crew socks	\$10.45	\$83.60
63	Custom Cotton Athletic crew socks	\$10.45	\$658.35
4	Custom Cotton Athletic crew socks	\$10.45	\$41.80
27	Custom Cotton Athletic crew socks	\$10.45	\$282.15
2	Custom Cotton Athletic crew socks	\$10.45	\$20.90
2	Custom Cotton Athletic crew socks	\$10.45	\$20.90
56	Custom Cotton Athletic crew socks	\$10.45	\$585.20



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Quantity	Item	Unit Price	Amount
9	Custom Cotton Athletic crew socks	\$10.45	\$94.05
13	Custom Cotton Athletic crew socks	\$10.45	\$135.85
7	Custom Cotton Athletic crew socks	\$10.45	\$73.15
10	Custom Cotton Athletic crew socks	\$10.45	\$104.50
44	Custom Cotton Athletic crew socks	\$10.45	\$459.80
8	Custom Cotton Athletic crew socks	\$10.45	\$83.60
118	Custom Cotton Athletic crew socks	\$10.45	\$1,233.10
521	Custom Cotton Athletic crew socks	\$10.45	\$5,444.45
2	Custom Cotton Athletic crew socks	\$10.45	\$20.90
16	Custom Cotton Athletic crew socks	\$10.45	\$167.20
2	Custom Cotton Athletic crew socks	\$10.45	\$20.90
5	Custom Cotton Athletic crew socks	\$10.45	\$52.25
196	Custom Cotton Athletic crew socks	\$10.45	\$2,048.20
3	Custom Cotton Athletic crew socks	\$10.45	\$31.35
1	Set-Up Charge	\$85.00	\$85.00
3	Pre-production samples (sweatshirt, t-shirt, socks)	\$110.00	\$330.00
922	4.5"w Bubble cut sticker	\$1.25	\$1,152.50
62	4.5"w Bubble cut sticker	\$1.25	\$77.50
8	4.5"w Bubble cut sticker	\$1.25	\$10.00
63	4.5"w Bubble cut sticker	\$1.25	\$78.75
4	4.5"w Bubble cut sticker	\$1.25	\$5.00
27	4.5"w Bubble cut sticker	\$1.25	\$33.75
2	4.5"w Bubble cut sticker	\$1.25	\$2.50
2	4.5"w Bubble cut sticker	\$1.25	\$2.50
56	4.5"w Bubble cut sticker	\$1.25	\$70.00
9	4.5"w Bubble cut sticker	\$1.25	\$11.25
13	4.5"w Bubble cut sticker	\$1.25	\$16.25
7	4.5"w Bubble cut sticker	\$1.25	\$8.75
10	4.5"w Bubble cut sticker	\$1.25	\$12.50



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Canary LLC
2700 Camino Ramon
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Quantity	Item	Unit Price	Amount
44	4.5"w Bubble cut sticker	\$1.25	\$55.00
8	4.5"w Bubble cut sticker	\$1.25	\$10.00
118	4.5"w Bubble cut sticker	\$1.25	\$147.50
521	4.5"w Bubble cut sticker	\$1.25	\$651.25
2	4.5"w Bubble cut sticker	\$1.25	\$2.50
16	4.5"w Bubble cut sticker	\$1.25	\$20.00
2	4.5"w Bubble cut sticker	\$1.25	\$2.50
5	4.5"w Bubble cut sticker	\$1.25	\$6.25
196	4.5"w Bubble cut sticker	\$1.25	\$245.00
3	4.5"w Bubble cut sticker	\$1.25	\$3.75
704	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$4,611.20
62	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$406.10
8	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$52.40
63	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$412.65
4	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$26.20
27	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$176.85
2	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$13.10
2	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$13.10
56	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$366.80
9	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$58.95
13	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$85.15
7	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$45.85
10	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$65.50
44	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$288.20
8	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$52.40
118	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$772.90



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CANARY

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9/15/2022

Quantity	Item	Unit Price	Amount
521	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$3,412.55
2	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$13.10
16	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$104.80
2	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$13.10
5	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$32.75
196	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$1,283.80
3	Packaging for individual drop shipments: kraft tuck mailer, custom gift wrap tissue, insert card	\$6.55	\$19.65
704	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$11,264.00
62	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$992.00
8	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$128.00
63	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$1,008.00
4	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$64.00
27	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$432.00
2	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$32.00
2	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$32.00
56	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$896.00
9	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$144.00
13	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$208.00
7	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$112.00
10	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$160.00
44	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$704.00
8	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$128.00
118	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$1,888.00
521	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$8,336.00



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Canary LLC
2700 Camino Ramon
Suite 110
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United States

CANARY

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9/15/2022

Quantity	Item	Unit Price	Amount
2	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$32.00
16	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$256.00
2	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$32.00
5	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$80.00
196	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$3,136.00
3	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$16.00	\$48.00
704	Drop ship - domestic @ 85%	\$3.50	\$2,464.00
62	Drop ship - domestic @ 85%	\$3.50	\$217.00
8	Drop ship - domestic @ 85%	\$3.50	\$28.00
63	Drop ship - domestic @ 85%	\$3.50	\$220.50
4	Drop ship - domestic @ 85%	\$3.50	\$14.00
27	Drop ship - domestic @ 85%	\$3.50	\$94.50
2	Drop ship - domestic @ 85%	\$3.50	\$7.00
2	Drop ship - domestic @ 85%	\$3.50	\$7.00
56	Drop ship - domestic @ 85%	\$3.50	\$196.00
9	Drop ship - domestic @ 85%	\$3.50	\$31.50
13	Drop ship - domestic @ 85%	\$3.50	\$45.50
7	Drop ship - domestic @ 85%	\$3.50	\$24.50
10	Drop ship - domestic @ 85%	\$3.50	\$35.00
44	Drop ship - domestic @ 85%	\$3.50	\$154.00
8	Drop ship - domestic @ 85%	\$3.50	\$28.00
118	Drop ship - domestic @ 85%	\$3.50	\$413.00
207	Drop ship - domestic @ 85%	\$3.50	\$724.50
2	Drop ship - domestic @ 85%	\$3.50	\$7.00
16	Drop ship - domestic @ 85%	\$3.50	\$56.00
2	Drop ship - domestic @ 85%	\$3.50	\$7.00
5	Drop ship - domestic @ 85%	\$3.50	\$17.50
196	Drop ship - domestic @ 85%	\$3.50	\$686.00



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9/15/2022

Quantity	Item	Unit Price	Amount
3	Drop ship - domestic @ 85%	\$3.50	\$10.50
314	Drop ship - international @ 15%	\$8.50	\$2,669.00
1	Duties and taxes	\$6,001.19	\$6,001.19

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$170,521.67
Tax Total (%)	\$9,105.40
Shipping Cost	\$67,174.56
Amount Paid	\$0.00
Amount Due	\$246,801.63



178873

Canary LLC
 2700 Camino Ramon
 Suite 110
 San Ramon CA, 94583
 925-314-1888
 United States

CANARY

Invoice

#178906

9/16/2022

Bill To

Twitter Inc.
 Melissa Medel
 1355 Market Street, STE 900
 Attn: Accounts Payable
 San Francisco CA, 94103
 United States

Ship To

Terms	Due Date	Sales Team
Net 30	10/16/2022	Lauren 11 : Hailey 11-33
PO #	Created From	Job
10140098	Sales Order #2072522	Job #71951

Quantity	Item	Unit Price	Amount
1	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$65.00
1	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$65.00
1	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$65.00
2	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$130.00
3	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$195.00
4	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$260.00
4	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$260.00
76	Known Supply hoodie 1-color/1-location imprint, 1-color/2-location imprint + puff ink back centered	\$65.00	\$4,940.00
1	Set-Up Charge	\$150.00	\$150.00
1	32oz. Nalgene full-color/2-location digital print	\$25.99	\$25.99
1	32oz. Nalgene full-color/2-location digital print	\$25.99	\$25.99
1	32oz. Nalgene full-color/2-location digital print	\$25.99	\$25.99
1	32oz. Nalgene full-color/2-location digital print	\$25.99	\$25.99
2	32oz. Nalgene full-color/2-location digital print	\$25.99	\$51.98
2	32oz. Nalgene full-color/2-location digital print	\$25.99	\$51.98
2	32oz. Nalgene full-color/2-location digital print	\$25.99	\$51.98
15	32oz. Nalgene full-color/2-location digital print	\$25.99	\$389.85
13	32oz. Nalgene full-color/2-location digital print	\$25.99	\$337.87
16	32oz. Nalgene full-color/2-location digital print	\$25.99	\$415.84
2	Set-Up Charge per imprint	\$150.00	\$300.00



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#178906

9/16/2022

Quantity	Item	Unit Price	Amount
1	Casita Candle with custom label	\$47.50	\$47.50
1	Casita Candle with custom label	\$47.50	\$47.50
1	Casita Candle with custom label	\$47.50	\$47.50
1	Casita Candle with custom label	\$47.50	\$47.50
1	Casita Candle with custom label	\$47.50	\$47.50
1	Casita Candle with custom label	\$47.50	\$47.50
2	Casita Candle with custom label	\$47.50	\$95.00
21	Casita Candle with custom label	\$47.50	\$997.50
17	Casita Candle with custom label	\$47.50	\$807.50
19	Casita Candle with custom label	\$47.50	\$902.50
1	Set-Up Charge	\$70.00	\$70.00
1	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$4.50
1	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$4.50
1	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$4.50
1	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$4.50
1	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$4.50
1	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$4.50
3	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$13.50
3	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$13.50
5	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$22.50
6	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$27.00
8	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$36.00
8	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$36.00
12	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$54.00
91	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$409.50
72	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$324.00
112	Paper Collateral-Custom Stickers/Insert Cards	\$4.50	\$504.00
1	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$6.50
1	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$6.50



178906

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#178906

9/16/2022

Quantity	Item	Unit Price	Amount
1	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$6.50
1	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$6.50
1	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$6.50
3	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$19.50
3	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$19.50
5	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$32.50
6	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$39.00
8	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$52.00
8	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$52.00
12	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$78.00
91	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$591.50
50	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$325.00
51	Kit (drop shipment) packaging: kraft tuck mailer and eco custom packing tape	\$6.50	\$331.50
1	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$20.00
1	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$20.00
1	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$20.00
1	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$20.00
1	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$20.00
3	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$60.00
3	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$60.00
5	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$100.00



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Canary LLC
2700 Camino Ramon
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United States

CANARY

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#178906

9/16/2022

Quantity	Item	Unit Price	Amount
6	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$120.00
8	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$160.00
8	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$160.00
12	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$240.00
91	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$1,820.00
51	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$1,020.00
51	Kit (drop shipment) fulfillment: includes labor for kitting, size/product match to distro, packaging materials, shipping label creation	\$20.00	\$1,020.00
1	Gifts to offices (bulk-ship) fulfillment: includes labor for kitting, size/quantity match to office location, packaging materials, shipping label creation Estimated ~81 gifts to 12 offices bulk-shipped loose not pre-kitted	\$150.00	\$150.00
1	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$5.00
1	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$5.00
1	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$5.00
1	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$5.00
1	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$5.00
3	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$15.00
3	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$15.00
5	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$25.00
6	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$30.00



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Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#178906

9/16/2022

Quantity	Item	Unit Price	Amount
8	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$40.00
8	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$40.00
12	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$60.00
91	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$455.00
32	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$160.00
32	Drop Ship-Domestic 198 domestic drop shipments 7 domestic office locations	\$5.00	\$160.00
48	Drop Ship-International 43 international drop ship locations 5 international office locations	\$10.00	\$480.00
1	Duties and Taxes	\$643.29	\$643.29

Notes

Production Timeline:

- 7/20 - Final product and artwork confirmed
- Friday 7/22 - Site launch
- 7/22 - 7/29 - Recipient data collection, form closed as final on Friday, 7/29
- Week of 8/1 - Order placed with Canary (final quantities/sizes confirmed, no art or quantity updates after order is placed)
- 8/8 - 8/26 - Proofing and production (proofs must be approved same day to avoid production delays)
- Friday 8/26 - Final distro delivered (no updated addresses after this date)
- Week of 8/29 - Kitting & Fulfillment
- Week of 9/5 - Shipping & Estimated delivery (domestic)
- Week of 9/12 - Estimated delivery (international)

Disclaimers:

- Canary is not liable for lost or stolen packages.
- No design changes can be made once the order has been placed
- Address changes must be handled through UPS and FedEx directly.
- There may be additional charges for add-on units after the order is in production.
- Inventory for the product will not be secured until after the proof has been approved.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment and storage and fulfillment charges may apply

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.



Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#178906

9/16/2022

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$21,189.25
Tax Total (%)	\$1,174.56
Shipping Cost	\$8,006.80
Amount Paid	\$0.00
Amount Due	\$30,370.61



178906

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#179611

9/27/2022

Bill To
Twitter Inc.
Lily Epstein
1355 Market Street
STE 900
San Francisco CA, 94103
United States

Ship To
Twitter Inc.
Lily Epstein
1355 Market Street
STE 900
San Francisco CA, 94103
United States

Terms	Due Date	Sales Team
Net 30	10/27/2022	Lauren 11 : Izzy 11-22
PO #	Created From	Job
PO 10140432	Sales Order #2071558	Job #71912

Quantity	Item	Unit Price	Amount
1	Blank Samples Ordered: Rocket Cocktail Shaker, Cuts T-Shirt, Glass Milk Bottle, Clear Reusable Milk Carton, Rains Woven Bomber Jacket	\$295.00	\$295.00
2	Fossa Bomber with 1-color/2-location logo L - 1 unit XL - 1 unit	\$500.00	\$1,000.00
1	Set-Up Charge	\$85.00	\$85.00
2	Cuts Clothing Rounded Edge Tee with 1-color/1-location logo L - 1 unit XL - 1 unit	\$275.00	\$550.00
1	Set-Up Charge	\$85.00	\$85.00
1	Socks with 1-color/1-location logo (decoration on both socks)	\$270.00	\$270.00
1	Cheese Board with 1-location engraving	\$585.00	\$585.00
1	Set-Up Charge	\$85.00	\$85.00
1	Cheese + Decals (Includes 3 cheeses with 1 decal per cheese, at least 1 Stilton cheese)	\$215.00	\$215.00
1	Set-Up Charge	\$85.00	\$85.00
1	Nikka Whiskey From the Barrel with 1-location sand blasted logo	\$689.00	\$689.00
1	Set-Up Charge	\$85.00	\$85.00
1	Rocket Cocktail Shaker with 1-location engraving	\$129.99	\$129.99
1	Set-Up Charge	\$85.00	\$85.00
1	Moon Ice Mold with full color belly band wrap around packaiga (OR belly band around stock black box)	\$148.00	\$148.00
1	Magnetic Box with 1-location debossed logo and decal flood on interior lid	\$795.00	\$795.00
1	Set-Up Charge	\$125.00	\$125.00
1	4x6" Paper Stock Insert Card	\$25.00	\$25.00



179611

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#179611

9/27/2022

Quantity	Item	Unit Price	Amount
1	Fulfillment + Handling includes labor to build kit, packaging materials, drop shipping, etc.	\$75.00	\$75.00
1	Freight	\$985.00	\$985.00

Notes

BOX 1: ELON'S PARTY

Disclaimers:

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- There may be additional charges for add-on units after the order is in production.
- Inventory for the product will not be secured until after the proof has been approved.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment and storage and fulfillment charges may apply

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$6,396.99
Tax Total (%)	\$387.00
Shipping Cost	\$0.00
Amount Paid	\$0.00
Amount Due	\$6,783.99



179611

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#180022

9/30/2022

Bill To

Twitter, Inc.
Brian Onesimo
1355 Market St.
#900
San Francisco CA, 94103
United States

Ship To

Terms	Due Date	Sales Team
Net 30	10/30/2022	Lauren 11 : Hailey 11-33
PO #	Created From	Job
PO#10140481	Sales Order #2075116	Job #75511

Quantity	Item	Unit Price	Amount
1	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$19.98
1	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$19.98
1	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$19.98
2	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$39.96
3	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$59.94
6	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$119.88
26	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$519.48
27	Twitter Data Platform T-shirt w/ 1 location imprint	\$19.98	\$539.46
1	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$47.50
1	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$47.50
1	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$47.50
2	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$95.00
3	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$142.50
6	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$285.00
26	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$1,235.00
27	Twitter Data Platform Zip Hoodie w/ 1 location imprint	\$47.50	\$1,282.50
1	Custom Packaging and Insert card	\$12.75	\$12.75
1	Custom Packaging and Insert card	\$12.75	\$12.75
1	Custom Packaging and Insert card	\$12.75	\$12.75
2	Custom Packaging and Insert card	\$12.75	\$25.50
3	Custom Packaging and Insert card	\$12.75	\$38.25
6	Custom Packaging and Insert card	\$12.75	\$76.50



Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#180022

9/30/2022

Quantity	Item	Unit Price	Amount
26	Custom Packaging and Insert card	\$12.75	\$331.50
27	Custom Packaging and Insert card	\$12.75	\$344.25
1	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$18.00
1	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$18.00
1	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$18.00
2	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$36.00
3	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$54.00
6	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$108.00
26	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$468.00
27	Fulfillment charge: labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$486.00
1	Drop ship - domestic	\$5.00	\$5.00
1	Drop ship - domestic	\$5.00	\$5.00
1	Drop ship - domestic	\$5.00	\$5.00
2	Drop ship - domestic	\$5.00	\$10.00
3	Drop ship - domestic	\$5.00	\$15.00
5	Drop ship - domestic	\$5.00	\$25.00
6	Drop ship - domestic	\$5.00	\$30.00
26	Drop ship - domestic	\$5.00	\$130.00
22	Drop ship - international	\$10.00	\$220.00
1	Freight includes inbound and outbound freight - drop shipments (17 international)	\$3,780.00	\$3,780.00

Notes



180022

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#180022

9/30/2022

Production Timeline:

9/16 - Order placed with Canary (final product, artwork, quantities confirmed, no art or quantity updates after order is placed)

9/16 - 10/7 - Proofing and production (proofs must be approved same day to avoid production delays)

Week of 10/17 - Shipping & Delivery (domestic)

Week of 10/24- Delivery (international)

Disclaimers:

- Canary is not liable for lost or stolen packages.
- No design changes can be made once the order has been placed
- Address changes must be handled through UPS and FedEx directly.
- There may be additional charges for add-on units after the order is in production.
- Inventory for the product will not be secured until after the proof has been approved.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment and storage and fulfillment charges may apply.

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$10,806.41
Tax Total (%)	\$347.40
Shipping Cost	\$0.00
Amount Paid	\$0.00
Amount Due	\$11,153.81



180022

Canary LLC
 2700 Camino Ramon
 Suite 110
 San Ramon CA, 94583
 925-314-1888
 United States

CANARY

Invoice

#180886

10/18/2022

Bill To
 Twitter Inc.
 Attn: Accounts Payable
 1355 Market Street, Suite 900
 San Francisco CA, 94103
 United States

Ship To

Terms	Due Date	Sales Team
Net 30	11/17/2022	Lauren 11 : Hailey 11-33
PO #	Created From	Job
PO#10140430	Sales Order #2075514	Job #75857

Quantity	Item	Unit Price	Amount
125	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$2,210.00
10	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$176.80
1	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$17.68
18	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$318.24
1	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$17.68
6	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$106.08
4	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$70.72
5	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$88.40
8	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$141.44
3	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$53.04



Canary LLC
 2700 Camino Ramon
 Suite 110
 San Ramon CA, 94583
 925-314-1888
 United States

CANARY

Invoice

#180886

10/18/2022

Quantity	Item	Unit Price	Amount
2	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$35.36
2	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$35.36
10	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$176.80
5	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$88.40
26	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$459.68
206	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$3,642.08
1	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$17.68
3	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$53.04
14	Twitter CW Wellness Kit Includes: - Water bottle with 1-color logo - Custom sticker sheet (1 per kit) - Kraft box with custom eco-packaging tape	\$17.68	\$247.52
125	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$2,812.50
10	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$225.00
1	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$22.50
18	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$405.00
1	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$22.50
6	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$135.00



180886

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#180886

10/18/2022

Quantity	Item	Unit Price	Amount
4	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$90.00
5	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$112.50
8	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$180.00
3	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$67.50
2	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$45.00
2	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$45.00
10	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$225.00
5	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$112.50
26	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$585.00
206	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$4,635.00
1	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$22.50
3	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$67.50
14	Fulfillment includes labor for kitting, match gift to individual recipient, insert card, packaging materials, shipping label creation	\$22.50	\$315.00
125	Drop Ship Charge-Domestic	\$5.00	\$625.00
10	Drop Ship Charge-Domestic	\$5.00	\$50.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
18	Drop Ship Charge-Domestic	\$5.00	\$90.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
6	Drop Ship Charge-Domestic	\$5.00	\$30.00
4	Drop Ship Charge-Domestic	\$5.00	\$20.00
5	Drop Ship Charge-Domestic	\$5.00	\$25.00



180886

Canary LLC
 2700 Camino Ramon
 Suite 110
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 925-314-1888
 United States

CANARY

Invoice

#180886

10/18/2022

Quantity	Item	Unit Price	Amount
8	Drop Ship Charge-Domestic	\$5.00	\$40.00
3	Drop Ship Charge-Domestic	\$5.00	\$15.00
2	Drop Ship Charge-Domestic	\$5.00	\$10.00
2	Drop Ship Charge-Domestic	\$5.00	\$10.00
10	Drop Ship Charge-Domestic	\$5.00	\$50.00
5	Drop Ship Charge-Domestic	\$5.00	\$25.00
26	Drop Ship Charge-Domestic	\$5.00	\$130.00
161	Drop Ship Charge-Domestic	\$5.00	\$805.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
3	Drop Ship Charge-Domestic	\$5.00	\$15.00
14	Drop Ship Charge-Domestic	\$5.00	\$70.00
45	Drop Ship Charge-International	\$10.00	\$450.00
1	Duties and taxes	\$873.62	\$873.62

Notes

Order to ship via FedEx on Canary's account

Disclaimers:

- Canary is not liable for lost or stolen packages.
- No design changes can be made once the order has been placed
- Address changes must be handled through UPS and FedEx directly.
- There may be additional charges for add-on units after the order is in production.
- Inventory for the product will not be secured until after the proof has been approved.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment and storage and fulfillment charges may apply

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
 745 Distel Drive, Suite 5
 Los Altos, CA 94022

All Currency is in USD

Subtotal	\$21,429.62
Tax Total (%)	\$641.46
Shipping Cost	\$6,255.15
Amount Paid	\$0.00
Amount Due	\$28,326.23



180886

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#180886

10/18/2022



180886

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181297

10/25/2022

Bill To

Twitter Inc.
Desiree Beci
1355 Market St. Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

Terms	Due Date	Sales Team
Net 30	11/24/2022	Lauren 11 : Amanda 11-25
PO #	Created From	Job
10140511	Sales Order #2072088	Job #72760

Quantity	Item	Unit Price	Amount
31	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$676.73
4	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$87.32
2	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$43.66
1	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$21.83
1	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$21.83
7	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$152.81
9	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$196.47
1	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$21.83
2	Econscious long sleeve t-shirt 1-color/2-location imprint	\$21.83	\$43.66
2	Set-Up Charge per color/location	\$70.00	\$140.00
31	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$418.50
4	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$54.00
2	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$27.00
1	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$13.50
1	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$13.50
7	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$94.50
9	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$121.50
1	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$13.50
2	Fulfillment: includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$13.50	\$27.00
31	Drop ship - domestic	\$5.00	\$155.00



181297

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181297

10/25/2022

Quantity	Item	Unit Price	Amount
4	Drop ship - domestic	\$5.00	\$20.00
2	Drop ship - domestic	\$5.00	\$10.00
1	Drop ship - domestic	\$5.00	\$5.00
1	Drop ship - domestic	\$5.00	\$5.00
7	Drop ship - domestic	\$5.00	\$35.00
6	Drop ship - domestic	\$5.00	\$30.00
1	Drop ship - domestic	\$5.00	\$5.00
2	Drop ship - domestic	\$5.00	\$10.00
3	Drop ship - international	\$10.00	\$30.00
1	Duties and taxes	\$15.99	\$15.99

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$2,510.13
Tax Total (%)	\$100.41
Shipping Cost	\$1,423.86
Amount Paid	\$0.00
Amount Due	\$4,034.40



Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181542

10/28/2022

Bill To

Twitter Inc.
Nick Fabiano
1355 Market St
#900
San Francisco CA, 94103
United States

Ship To

Twitter Inc.
Nick Fabiano
1355 Market St
#900
San Francisco CA, 94103
United States

Terms	Due Date	Sales Team
Net 30	11/27/2022	Lauren 11 : Izzy 11-22
PO #	Created From	Job
PO 10138687	Sales Order #2077246	Job #77557

Quantity	Item	Unit Price	Amount
1	Twitter Flight School Storage Oct 2022 - 1 pallet	\$150.00	\$150.00

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$150.00
Tax Total (%)	\$0.00
Shipping Cost	\$0.00
Amount Paid	\$0.00
Amount Due	\$150.00



181542

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181890

10/31/2022

Bill To
Twitter Inc
Accounts Payable
1355 Market Street
Suite 900
San Francisco CA, 94103
United States

Ship To
Twitter Inc.
Tanya Patterson
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Terms	Due Date	Sales Team
Net 30	11/30/2022	Lauren 11 : Izzy 11-22
PO #	Created From	Job
PO 10140434	Sales Order #2077238	Job #74394

Quantity	Item	Unit Price	Amount
1	Custom Twitter Ribbon - Style TBD (linen or twill) 200 Yards	\$275.00	\$275.00
65	Vegan Hashtag Soap Bar	\$10.00	\$650.00
65	Vegan #soap Bar	\$10.00	\$650.00
65	Belly Band for Montage Shower Cap Box with 2-color logo flood on handmade paper	\$13.50	\$877.50
65	Bath Salts Cinch Bag with 1-color/1-location screenprint	\$10.00	\$650.00
1	Set-Up Charge	\$85.00	\$85.00
65	Hawkins Simple Waffle Slippers with 1-location printed dye sub tags	\$42.25	\$2,746.25
1	Set-Up Charge	\$150.00	\$150.00
65	Linen Eye Pillow with 1-color/1-location screen print and Custom Belly Band with 1-color/1-location print on handmade paper	\$47.93	\$3,115.45
1	Set-Up Charge	\$85.00	\$85.00
65	Slipper Rug with full-color tweet print faux linen	\$26.98	\$1,753.70
1	Set-Up Charge	\$150.00	\$150.00
65	DND Door Sign with 2-location engraving	\$16.90	\$1,098.50
72	Cowboy Hat w/ 1-color/1-location printed band	\$6.98	\$502.56
1	Set-Up Charge	\$70.00	\$70.00
2	Custom Acrylic Tic Tac Toe	\$485.00	\$970.00
1	Set-Up Charge	\$150.00	\$150.00
15	Blue bandana 1-color/1-location screenprint	\$20.15	\$302.25
1	Set-Up Charge	\$70.00	\$70.00
110	Frosted acrylic name tag with magnetic backing	\$8.95	\$984.50



Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181890

10/31/2022

Quantity	Item	Unit Price	Amount
1	Pre-Production Samples: 2 soap bars, shower cap belly band, bath salts cinch bag, slippers, eye pillow + belly band, DND sign, wine charm, tic tac toe	\$1,000.00	\$1,000.00

Disclaimers

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- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$16,335.71
Tax Total (%)	\$1,343.47
Shipping Cost	\$2,000.00
Amount Paid	\$0.00
Amount Due	\$19,679.18



181890

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181889

11/2/2022

Bill To

Twitter Inc.
Bria Smith
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

Terms	Due Date	Sales Team
Net 30	12/2/2022	Lauren 11 : Hailey 11-33
PO #	Created From	Job
PO#10140660	Sales Order #2077315	Job #77622

Quantity	Item	Unit Price	Amount
95	Twitter Trust and Safety EOY Swag-Hoodie w/ 2 location 1 color imprint, Custom Full Color Woven Socks. Eco Canvas Tote w/ 1 color/1-location imprint. Custom Pin, Packaging	\$60.70	\$5,766.50
86	Twitter Trust and Safety EOY Swag-Hoodie w/ 2 location 1 color imprint, Custom Full Color Woven Socks. Eco Canvas Tote w/ 1 color/1-location imprint. Custom Pin, Packaging	\$60.70	\$5,220.20
4	Set-Up Charge artwork	\$150.00	\$600.00
95	Fulfillment (1 sized item) includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$1,710.00
86	Fulfillment (1 sized item) includes labor for kitting, size match to distro, packaging materials, shipping label creation	\$18.00	\$1,548.00
86	Drop Ship Charge-Domestic	\$3.50	\$301.00
15	Drop Ship Charge-International	\$8.00	\$120.00

Disclaimers

- Once a package has been delivered Canary is not liable for stolen packages.
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- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$15,265.70
Tax Total (%)	\$523.33
Shipping Cost	\$7,208.50
Amount Paid	\$0.00
Amount Due	\$22,997.53



181889

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181889

11/2/2022



181889

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181897

11/2/2022

Bill To
Twitter Inc.
Lea Kelly
1355 Market St #900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

Terms	Due Date	Sales Team
Net 30	12/2/2022	Lauren 11 : Hailey 11-33
PO #	Created From	Job
PO#10140519	Sales Order #2075856	Job #76272

Quantity	Item	Unit Price	Amount
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
1	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$51.58
2	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$103.16



Canary LLC
 2700 Camino Ramon
 Suite 110
 San Ramon CA, 94583
 925-314-1888
 United States

CANARY

Invoice

#181897

11/2/2022

Quantity	Item	Unit Price	Amount
2	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$103.16
4	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$206.32
4	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$206.32
12	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$618.96
12	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$618.96
12	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$618.96
31	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Custom Sugar Cookie, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$51.58	\$1,598.98
12	Twitter Cyber Security Awareness Month-T-shirt w/ 2-color/1-location imprint, Bamboo Charger w 1 color/1 location imprint, Bubble cut sticker 2"w, Custom Silicone Webcam cover	\$45.83	\$549.96
3	Set-Up Charge per item per artwork	\$70.00	\$210.00
1	Set-Up Charge-Custom Silicone Mold *Pre-Production Sample included	\$335.00	\$335.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00



Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181897

11/2/2022

Quantity	Item	Unit Price	Amount
1	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$20.00
2	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$40.00
2	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$40.00
4	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$80.00
4	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$80.00
12	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$240.00
12	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$240.00
24	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$480.00
31	Fulfillment includes labor for kitting, packaging materials, shipping label creation	\$20.00	\$620.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
1	Drop Ship Charge-Domestic	\$5.00	\$5.00
2	Drop Ship Charge-Domestic	\$5.00	\$10.00
2	Drop Ship Charge-Domestic	\$5.00	\$10.00
4	Drop Ship Charge-Domestic	\$5.00	\$20.00
4	Drop Ship Charge-Domestic	\$5.00	\$20.00
12	Drop Ship Charge-Domestic	\$5.00	\$60.00
12	Drop Ship Charge-Domestic	\$5.00	\$60.00
12	Drop Ship Charge-Domestic	\$5.00	\$60.00
31	Drop Ship Charge-Domestic	\$5.00	\$155.00
12	Drop Ship Charge-International	\$10.00	\$120.00



181897

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#181897

11/2/2022

Quantity	Item	Unit Price	Amount
1	Freight includes all inbound and outbound freight-10 international shipments	\$7,350.00	\$7,350.00

Notes

Disclaimers:

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- No design changes can be made once the order has been placed
- Address changes must be handled through UPS and FedEx directly.
- There may be additional charges for add-on units after the order is in production.
- Inventory for the product will not be secured until after the proof has been approved.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment and storage and fulfillment charges may apply

Disclaimers

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- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$15,544.00
Tax Total (%)	\$354.59
Shipping Cost	\$0.00
Amount Paid	\$0.00
Amount Due	\$15,898.59



181897

Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#182296

11/11/2022

Bill To

Twitter Inc.
Lily Epstein
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

Twitter Inc.
Lily Epstein
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Terms	Due Date	Sales Team
Net 30	12/11/2022	Lauren 11 : Amanda 11-25
PO #	Created From	Job
10136633	Sales Order #2078177	Job #78401

Quantity	Item	Unit Price	Amount
2	Twitter Communities Merch - monthly storage Sept - Oct 2022	\$215.00	\$430.00

Disclaimers

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- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$430.00
Tax Total (%)	\$0.00
Shipping Cost	\$0.00
Amount Paid	\$0.00
Amount Due	\$430.00



Canary LLC
2700 Camino Ramon
Suite 110
San Ramon CA, 94583
925-314-1888
United States

CANARY

Invoice

#182821

11/22/2022

Bill To

Twitter Inc.
Christina Guerrero
1355 Market Street Suite 900
Attn Accounts Payable
San Francisco CA, 94103
United States

Ship To

The Midway
Christina Guerrero
900 Marin St
San Francisco CA, 94124
United States

Terms	Due Date	Sales Team
Net 30	12/22/2022	Lauren 11 : Izzy 11-22
PO #	Created From	Job
10140585	Sales Order #2077295	Job #77195

Quantity	Item	Unit Price	Amount
350	Grid Pouch with 1-color/1-location logo	\$7.85	\$2,747.50
1	Staff T-shirts Artwork Set-up Charge	\$165.00	\$165.00

Disclaimers

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- Address changes must be handled through UPS and FedEx directly.
- Chargebacks incurred from carriers for returns, address changes or refused packages will be invoiced when received. This could be after time of project invoice.
- If staggered shipments are requested or required, they may be invoiced separately at the time of shipment, and storage and fulfillment charges may apply.

Please send mailed remittance to:

Canary, LLC
745 Distel Drive, Suite 5
Los Altos, CA 94022

All Currency is in USD

Subtotal	\$2,912.50
Tax Total (%)	\$236.98
Shipping Cost	\$487.76
Amount Paid	\$0.00
Amount Due	\$3,637.24



182821