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10 WRITER, INC. F/K/A QORDOBA, INC.

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

02/21/2023
Clerk of the Court
BY: JEFFREY FLORES
Deputy Clerk

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

13 **CGC-23-604735**

14 WRITER, INC. F/K/A QORDOBA, INC.,
15 a Delaware corporation,

16 Plaintiff,

17 v.

18 TWITTER, INC., a Delaware
19 corporation; and DOES 1 through 5,
20 inclusive,

21 Defendants.

CASE NO.:

COMPLAINT

- 22 **1. Breach of Written Contract;**
- 23 **2. Breach of Implied Covenant of Good**
Faith and Fair Dealing;
- 24 **3. Anticipatory Repudiation; and**
- 25 **4. Declaratory Relief.**

26 **DEMAND FOR JURY TRIAL**

1 Plaintiff Writer, Inc. f/k/a Qordoba, Inc. by and through their undersigned counsel, hereby
2 complain against Defendant TWITTER, INC. (“Twitter”) and DOES 1-5, inclusive (collectively
3 with Twitter, “Defendants”), alleging as follows:

4 **GENERAL ALLEGATIONS AND IDENTIFICATION OF THE PARTIES**

5 1. This Court has jurisdiction over this action pursuant to the California Constitution,
6 Article VI, section 10, which grants the Superior Court original jurisdiction in all causes except
7 those given by statute to other courts, and Code of Civil Procedure section 410.50. The damages
8 Plaintiff seeks exceed this Court’s jurisdiction limits and will be established according to proof.

9 2. This Court has jurisdiction over Defendants because, on information and belief,
10 Twitter’s principal place of business is located in California, and Twitter has sufficient minimum
11 contacts in California, or otherwise intentionally avails itself to the California market to render
12 the exercise of jurisdiction over the Defendants by the California courts consistent with the
13 traditional notions of fair play and substantial justice. What’s more, the contract at issue here
14 expressly provides for jurisdiction in this Court, and Twitter has consented to this Court’s
15 jurisdiction in the contract.

16 3. Venue is proper in this Court pursuant to Code of Civil Procedure section 395
17 because, on information and belief, Twitter is based in this County; the contract at issue herein
18 was entered into, and was to be performed, in whole or in part, in this County; and a substantial
19 part of the events or omissions or omissions giving rise to Plaintiff’s claims against Defendants
20 occurred in this County. What’s more, the contract at issue here expressly provides for venue in
21 this Court, and Twitter has consented to this matter being venued in this Court in the contract.

22 **THE PARTIES**

23 4. Plaintiff Writer, Inc. f/k/a Qordoba, Inc. (“Plaintiff” or “Writer”) is a Delaware
24 corporation with its principal place of business in San Francisco, California. Writer is an artificial
25 intelligence company, that provides Software as a Service technology through its platform as a
26 writing assistant for professional users to ingest text, videos, PDFs, audio, and perform live
27 internet crawls to generate, repurpose, research, analyze, and transform data into new contexts for
28 the needs of companies and professionals.

1 5. Upon information and belief, Defendant Twitter, Inc. is a Delaware corporation
2 with its principal place of business in San Francisco, California. Twitter is a social media
3 company that operates the microblogging and social networking service Twitter. Twitter had been
4 publicly traded for nearly a decade until its acquisition by Elon Musk for about \$44 billion on or
5 about October 27, 2022.

6 6. Writer is unaware of the true names or capacities of Defendants Does 1 through 5,
7 inclusive, and Writer therefore sues Defendants by such fictitious names pursuant to California
8 Code of Civil Procedure section 474, but prays for leave to amend and serve such fictitiously
9 named Defendants once their names and capacities become known.

10 7. Upon information and belief, each of the Defendants, including Does 1 through 5,
11 herein, are and were individuals, corporations, sole proprietorships, business entities, and/or
12 partnerships licensed to do business and/or doing business in the State of California.

13 8. All references to “Defendants” herein shall mean all Defendants, plural, and each
14 of them separately, whether entities or individuals.

15 9. Writer, on information and belief, and on that basis alleges, that at all times
16 relevant to the allegations herein, Defendants were the agents, managing agents, servants,
17 employees, co-conspirators, partners, successors in interest, joint venturers, and/or predecessors
18 in interest of each other, and all of them, and acted within the purpose, course, and scope of such
19 agency. Each and all of Defendants committed and/or participated in the various acts and
20 omissions of each other alleged herein; each and all of Defendants contributed to the various acts
21 and omissions of each other in proximately causing the injuries and damages alleged herein; each
22 and all of Defendants had knowledge of and ratified each of the various acts and omissions of
23 each other alleged herein; and each and all of Defendants aided and abetted the various acts and
24 omissions of each other alleged herein. Thus, Defendants are subject to vicarious and/or
25 respondent superior liability, among other liabilities alleged herein.

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FACTUAL ALLEGATIONS

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2 10. On September 3, 2019, Writer and Twitter entered into a written Master Services
3 Agreement and incorporated Statement of Work (collectively, the “MSA”), executed on Twitter’s
4 form agreement, pursuant to which Writer agreed, among other things, to provide certain goods
5 and services to Twitter, and Twitter agreed, among other things, to pay Writer for such goods and
6 services that Twitter received within sixty (60) days of receipt of an invoice. A true and correct
7 copy of the MSA is attached hereto as **Exhibit A** and incorporated herein by reference.

8 11. Specifically, the MSA provided that for the term of October 14, 2021, through
9 October 13, 2023, Twitter would receive from Writer a license for “access to the Writer platform
10 to create, share and use content scoring, style guides, and written content measurement features,”
11 along with support services (the “Services”). In exchange for Writer’s Services, Twitter agreed to
12 pay Writer, in two annual installments, a subscription fee of \$113,856 per year (the “Installment
13 Payments”) (total of \$227,712) during the term of the MSA. The MSA requires Twitter to pay
14 Writer each Installment Payment within sixty (60) days of receipt of invoice.

15 12. For the period of October 14, 2021, through October 13, 2022, in compliance with
16 the MSA, Writer provided Services to Twitter. Twitter timely paid to Writer the first Installment
17 Payment within sixty (60) days of receipt of invoice.

18 13. On October 24, 2022, Writer sent an invoice to Twitter for its second Installment
19 Payment for Services rendered from October 14, 2022, through October 13, 2023. Thus, per the
20 MSA, payment was due by December 23, 2022.

21 14. In or around November 2022, Writer reminded Twitter in writing that its second
22 Installment Payment was due on December 23, 2022.

23 15. On December 23, 2022, Twitter failed to pay Writer its second Installment
24 Payment. Nonetheless, Twitter continues to use Writer’s Services.

25 16. From November 2022 through present, Writer made multiple attempts to notify
26 Twitter through emails and communications of its (Twitter’s) failure to pay Writer its second
27 Installment Payment. As of the filing of this complaint, Writer still has not received payment.
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1 pay Writer its second Installment Payment of \$113,856 on or before December 23, 2022. In doing
2 so, Twitter did not act fairly and in good faith.

3 35. Twitter's failure and refusal to perform its obligations under the MSA has harmed
4 Writer. Writer has continued to provide Services to Twitter without any receipt of payment, and
5 Writer anticipates that Twitter's breach will continue.

6 36. Writer has fulfilled all conditions, if any, to the filing of this action, and
7 conditions, if any, to collect the debt owed for the Services that have been performed for Twitter.
8 As a direct and proximate result of Twitter's breach of the covenant of good faith and fair
9 dealing, Writer has suffered and continues to suffer monetary damages in an amount to be proven
10 at trial, which will likely be in excess of \$113,856.

11 **THIRD CAUSE OF ACTION**

12 **(Anticipatory Repudiation)**

13 37. Writer hereby re-alleges and incorporates by reference all allegations set forth
14 above as though they were fully set forth herein.

15 38. On September 3, 2019, Writer and Twitter entered into the MSA, executed on
16 Twitter's form agreement, pursuant to which Writer agreed to provide Services to Twitter and
17 Twitter agreed to pay Writer, in two annual installments, a subscription fee of \$113,856 per year
18 during the term of the MSA (total of \$227,712 for the duration of the MSA).

19 39. The term of the MSA is from October 14, 2021, through October 23, 2023.

20 40. Writer performed all, or substantially all, of its obligations under the MSA, except
21 for those that were excused from performance.

22 41. On October 24, 2022, Writer sent an invoice to Twitter for its second Installment
23 Payment for Services rendered from October 14, 2022, through October 13, 2023. Thus, per the
24 MSA, payment was due by December 23, 2022.

25 42. Twitter did not, by clearly or positively indicating by words or conduct, convey
26 that it would not meet its obligations under the MSA and failed to make its second Installment
27 Payment to Writer by December 23, 2022, as Twitter had contracted to do under the MSA.
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PRAYER FOR RELIEF

WHEREFORE, Writer prays for judgment against all Defendants as follows:

1. For general and compensatory damages, according to proof, on each cause of action;
2. For declaratory relief as requested herein;
3. For restitution and/or disgorgement of all unjust gains by Defendants;
4. For any other costs of suit incurred herein;
5. For interest on money damages to the maximum extent allowed by law; and
6. For such other and further relief as appropriate in the interests of justice.

DEMAND FOR JURY TRIAL

Writer hereby demands that this matter be tried before a jury.

Date: February 21, 2023

SHEIK LAW, INC.



By: _____
Mani Sheik
Attorneys for Plaintiff WRITER INC. F/K/A
QORDOBA, INC.

EXHIBIT A

Master Services Agreement

This Master Services Agreement, effective as of the date identified below ("**Effective Date**"), is entered into by and between Twitter, Inc., for itself and the benefit of its affiliates and subsidiaries, with its principal place of business at 1355 Market Street, Suite 900, San Francisco, CA 94103 ("**Twitter**") and the supplier company identified below ("**Supplier**"). References to "Twitter" will include any affiliate or subsidiary of Twitter that may independently enter into a Statement of Work and agree to be governed by the terms and conditions hereunder as if they were an initial party. Twitter and Supplier are each referred to individually as a "party" and collectively as the "parties."

Effective Date:	SEPTEMBER 3, 2019
Full Legal Supplier Name:	QORDOBA, INC
Supplier Address:	140 GEARY ST, STE 800 SAN FRANCISCO, CA 94108

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following:

- 1. DEFINITIONS.** The capitalized terms used in this Agreement have the meanings set forth below.
 - 1.1. "Agreement"** means this Master Services Agreement, and any Statements of Work, amendments, addenda, exhibits, schedules, appendices, specifications or other documents, incorporated by reference or attached hereto.
 - 1.2. "Confidential Information"** means the proprietary information exchanged between the parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the receiving party, and includes, without limitation, information (tangible or intangible) regarding a party's technology, designs, techniques, research, know-how, specifications, product plans, pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information, and other business and technical information. For clarity, the Twitter Materials and Work Product, and any derivatives thereof, are Twitter Confidential Information. The terms and conditions of this Agreement shall be deemed to be the Confidential Information of each party.
 - 1.3. "Documentation"** means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.
 - 1.4. "Intellectual Property Rights"** means 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.
 - 1.5. "Moral Rights"** means any rights to claim authorship of any innovation, to object to or prevent the modification or destruction of any Work Product, to withdraw from circulation or control the publication or distribution of any Work Product, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."
 - 1.6. "Open Source License"** means a license under an OSI-approved (Open Source Initiative) open source license.
 - 1.7. "Open Source Technology"** means any source code, object code, compiled code, or linked code, in software or hardware, that is included in, linked to, conveyed by network, or otherwise distributed by (or on behalf of) Supplier or Supplier's Subcontractor, under an Open Source License, to Twitter and/or its customers.
 - 1.8. "Related Rights"** means Intellectual Property Rights owned or controlled (presently or in the future) by Supplier that block or interfere with the rights assigned to Twitter under this Agreement.

1.9. “Service Availability Requirement” or “Availability Requirement” or “Service Level” means the performance standards set by the parties for the Services. The Availability Requirement may be set out in this Agreement or the applicable Statement of Work.

1.10. “Services” means those services, products, and Work Product described in the applicable Statement of Work.

1.11. “Statement of Work” means any one or more statement(s) of work, schedules, exhibits, insertion orders, or other document executed by Twitter and Supplier that describes the specific Services to be performed by Supplier, including any Work Product to be delivered by Supplier. The parties may add Services under this Agreement by executing additional Statements of Work.

1.12. “Subcontractor” means any third party, such as a person, firm or corporation that may be directly or indirectly contracted by Supplier for all or part of the Services.

1.13. “Supplier Materials” means, collectively, any Supplier proprietary materials, including any hardware, software, products, services, and/or reporting templates, expressly described in an applicable Statement of Work or that are otherwise provided by Supplier to Twitter, or to which Supplier provides Twitter with access, in connection with this Agreement, in which Supplier owns Intellectual Property Rights, in each case expressly developed or acquired by Supplier prior to the Effective Date or independently of this Agreement.

1.14. “Term” has the meaning set forth in Section 12.

1.15. “Twitter Data” has the meaning set forth in the Data Protection Addendum attached to this Agreement.

1.16. “Twitter Materials” means any data, work product, information (including Twitter Data), or content (including derivatives thereof) of any type provided, transmitted, or made accessible to Supplier by or on behalf of Twitter in connection with the Services. All output, copies, reproductions, improvements, modifications, adaptations, translations, and other derivative works of, based on, derived from, or otherwise using any Twitter Materials are themselves also Twitter Materials.

1.17. “Work Product” means any and all inventions, products, services, work product, 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 makes, creates, conceives, develops or reduces to practice, alone or jointly with others, pursuant to 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.

2.1 Statements of Work. Supplier agrees that it will not perform any Services 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. Each Statement of Work will expressly refer to this Agreement and be subject to and governed by the terms and conditions contained herein. Supplier acknowledges and agrees that the (i) Agreement and any Statement(s) of Work are non-exclusive and nothing in this Agreement impairs Twitter’s right to contract with other parties for the procurement of comparable Services or develop, use or market or otherwise dispose of alternative services or materials that are similar to the Services provided by Supplier under this Agreement, and (ii) Services performed for Twitter under a Statement of Work may include providing Services for an affiliate of Twitter.

2.2 Relationship of Parties. For the purposes of this Agreement, the parties shall not be deemed to be partners, joint ventures, employers, employees or each other’s agents, and no party shall have the right to act on behalf of any other except as expressly agreed in writing.

2.3 Changes to Scope. If either party wishes to change the scope of the Services under any executed Statement of Work, that party will submit the details of the requested change to the other party in writing.

3. PERSONNEL.

3.1 Management. Supplier is solely responsible for the payment of its personnel, including all fees, expenses and compensation to, by or on behalf of any Supplier personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers’ compensation insurance payments and disability benefits. Supplier will ensure that no person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, bribery or the violation of any securities

law provides any Services or has access to any Twitter Data or other Confidential Information of Twitter. To the extent legally permissible, Supplier will also confirm that any personnel providing Services has the legal right to work in the corresponding jurisdiction. Supplier will be solely responsible for conducting all background checks necessary to comply with the foregoing.

3.2 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 that it does not and will 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.

4. PAYMENT; TAXES

4.1 Payment. Subject to the terms and conditions of this Agreement and the applicable Statement of Work, Twitter will pay each invoice, referencing Twitter's purchase order number, submitted by Supplier as a pdf (remit to email address: apinvoices.us@twitter.com) within sixty (60) days following receipt thereof, and will not reimburse Supplier for any expenses incurred by Supplier in connection with performing Services. Twitter will pay Supplier undisputed fees in accordance with the terms set forth in each Statement of Work. 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. Notwithstanding anything to the contrary contained in the Agreement, (a) invoices submitted more than six (6) months after Twitter's receipt of Services will be rejected and no payment will be made and (b) Twitter will have no liability whatsoever under the Agreement for amounts due under any such invoice.

4.2 Taxes. Amounts payable to Supplier under this Agreement are exclusive of any transaction taxes (including sales, use, consumption, value-added and similar transaction taxes) that may be imposed in connection with fees received by Supplier pursuant to this Agreement. For any payments made under this Agreement, Supplier may charge and Twitter will pay applicable transaction taxes, provided that such transaction taxes are stated on the original invoice related to the Service rendered, that Supplier timely provides to Twitter and Supplier's invoices state such transaction taxes separately. Twitter may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge and or collect the transaction taxes covered by such certificate. Twitter may deduct or withhold any withholding taxes that Twitter may be legally obligated to deduct or withhold from any amounts payable to Supplier under the Agreement, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement of amounts payable to Supplier under the Agreement. If a tax authority subsequently finds that Twitter's withholding tax payment was insufficient and requires additional payments, Twitter will make such payments and Supplier will reimburse Twitter for such additional withholding tax payments. Within a reasonable period, Twitter will provide Supplier with documentation evidencing its withholding tax payments.

5. OWNERSHIP; LICENSE; IP RIGHTS.

5.1 Twitter Materials. Twitter owns all right, title, and interest in the Twitter Materials, including all future improvements, developments, enhancements, derivative works, and related Intellectual Property Rights based upon, related to, arising from, or associated with the Twitter Materials, including where such improvements, developments, enhancements or derivative works are created by using or referencing insights, information, or learnings derived from the Twitter Materials or any other data, information or learnings related to or arising out of this Agreement. 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 to the extent necessary to perform the Services and provide the Work Product to Twitter. Supplier agrees that any permitted utilization of the Twitter Materials during the term of an applicable Statement of Work shall not be used for any commercial, marketing, promotional or other use. All Twitter Materials created and/or processed by Supplier in its performance of the Services is and shall remain the property of Twitter and shall in no way become attached to Supplier's platform, Services, nor shall Supplier have any rights in or to Twitter Materials. All other rights in and to the Twitter Materials are expressly reserved by Twitter.

5.2 Work Product

5.2.1 Assignment of Work Product. Twitter and Supplier agree that, to the fullest extent legally possible, all Work Product will be works made for hire owned exclusively by Twitter. Supplier agrees that, regardless of whether

the Work Product are legally works made for hire, all Work Product 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 Work Product and Intellectual Property Rights. 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, 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 Work Product. Supplier hereby appoints the officers of Twitter as Supplier's attorney-in-fact to execute documents on behalf of Supplier for this limited purpose.

5.2.2 Moral Rights. Supplier agrees and does hereby irrevocably transfer and assign to Twitter, and waives and agrees never to assert, any and all Moral Rights that Supplier may have in or with respect to any Work Product, during and after the Term of this Agreement.

5.2.3 Related Rights. To the extent that Supplier owns or controls (presently or in the future) any Related Rights to the Work Product, Supplier hereby grants or will cause to be granted to Twitter a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Twitter to exercise all of the rights assigned to Twitter under this Agreement.

5.3 Restrictions on Twitter Materials, Work Product. Supplier shall not (nor shall Supplier 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, the Work Product, or any information or data related to, arising out of, or derived therefrom, or any information or data related to, arising out of, or derived from Supplier's performance under or related to this Agreement or Supplier's provision of the Services or Work Product hereunder, with any third party (including any of Supplier's affiliates, clients, suppliers, licensors, or business partners), whether verbally or in writing, except if and as expressly outlined herein or in an applicable Statement of Work.

5.4 Supplier Materials, Supplier Portion, Open Source, and Third-Party Materials.

5.4.1 License of Supplier Materials to Twitter. Except as expressly identified in the applicable Statement of Work by Supplier and subject to Section 5.4.2, Supplier will not provide any Supplier Materials to Twitter. To the extent that Supplier expressly identifies Supplier Materials in the applicable SOW and provides Twitter with access to such Supplier Materials, Supplier hereby grants to Twitter, exercisable by and through users authorized by Twitter, a nonexclusive, royalty-free, irrevocable, transferable and sublicensable, right and license throughout the world during the term of the applicable SOW, to: (a) access and use the Supplier Materials, including in operation with other software, hardware, systems, networks and services, for business purposes; (b) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Supplier Materials; (c) prepare, reproduce, print, download and use as many copies of the Documentation for any use of the Supplier Materials under this Agreement; (d) access and use the Supplier Materials for all non-production uses and applications as may be necessary or useful for the effective use of the Services as permitted hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of Twitter's use of the Supplier Materials, including for purposes of assessing any fees or other consideration payable to Supplier or determining any excess use of the Supplier Materials. Subject to the license granted herein, Supplier retains all right, title, and interest in and to any Supplier Materials expressly identified in the applicable SOW.

5.4.2 Supplier Portion of Work Product. As set forth in Section 5.2.1, Twitter shall own all right, title and interest in and to any Work Product. Notwithstanding the foregoing, Supplier shall retain ownership of all right, title and interest in and to the following aspects of the Work Product: (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 Work Product (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. Except as expressly provided in the applicable Statement of Work, Supplier will not incorporate any Supplier Portion into any Deliverable. Notwithstanding anything to the contrary in Section 5.4.1, Supplier hereby grants Twitter an

unrestricted, irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully-paid-up license to use, display, distribute, duplicate, transfer the Supplier Portion, both during and after the term of the applicable SOW, to the extent necessary to allow Twitter to use and exploit the Work Product or portion, modification, improvement or derivative work thereof for any purpose whatsoever.

5.4.3 Open Source. To the extent any Open Source Technology, including any in the Work Product, is subject to an Open Source License, Supplier will perfect its rights to meet the requirements of this section, to the fullest extent legally possible consistent with such Open Source License.

5.4.4 Third Party Materials. Supplier will not include in any Work Product, and use of Work Product shall not require, any third-party materials other than approved third party materials expressly identified in the Statement of Work for such Work Product. Supplier shall secure, at its sole cost, all necessary rights and licenses necessary for Twitter to use, perpetually and throughout the world, all approved third party materials if any identified in the applicable Statement of Work.

6. CONFIDENTIAL INFORMATION.

6.1 Obligations. Each party agrees to hold Confidential Information in confidence and to not use or disclose it to a third party except as permitted herein. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care (including reasonable security measures), to prevent the unauthorized use, dissemination or publication of Confidential Information as the receiving party uses to protect its own confidential information of like nature. If either party authorizes the other to make copies of Confidential Information, the other party's proprietary rights notices will be reproduced in the same manner as the original Confidential Information. The receiving party may disclose the Confidential Information to its employees, agents, financial advisers and independent contractors, only as necessary to fulfill the Services and provided such parties have executed a written nondisclosure agreement substantially as protective of the 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.

6.2 Exclusions. Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or 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 and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving party by a third party without confidentiality restrictions; or (e) that the receiving party independently developed without use of or reference to Confidential Information. The receiving party may disclose the disclosing party's Confidential Information as required by law or court order provided: (i) the receiving party reasonably notifies the disclosing party in writing of the requirement for disclosure, unless notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required. Any such disclosure of Confidential Information will not otherwise relieve receiving party of any of its obligations hereunder.

6.3 Personal Data Protection.

6.3.1 Notwithstanding the provisions of Section 6.1 and 6.2 or any other provisions of this Agreement, (a) the obligations of confidentiality shall extend indefinitely as it relates to Twitter Data and survive termination or expiration of this Agreement; and (b) none of the exclusions set forth in Section 6.2 apply to any Twitter Data, whether provided by or on behalf of Twitter to Supplier or the Services for processing or generated or derived from such processing and 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. The preceding sentence does not prohibit or limit Supplier from any use or disclosure of 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.

6.3.2 To the extent that Supplier processes any Twitter Data made available to it in the course of Supplier providing services to Twitter, including Twitter Data originating from the European Economic Area, the United Kingdom, and Switzerland, Supplier shall apply and agree to the Data Protection Addendum and Technical and Organizational Security Measures, attached hereto as Schedules 1 and 2, respectively, and incorporated by reference into this Agreement.

6.4 Publicity. Supplier will not, without first obtaining Twitter's prior written consent from a representative of Twitter with a title of Vice President or higher (email permitted), advertise or otherwise disclose that Supplier has furnished or agreed to furnish Services to Twitter under this Agreement. In the event Twitter provides its consent, Supplier agrees to adhere to Twitter's current brand and legal guidelines, located at twitter.com/logo. Twitter shall have the right, and Supplier hereby grants Twitter the right to use Supplier's name and logo, and to include references to Supplier's Services under this Agreement, as appropriate (in Twitter's sole discretion), in press, sales, marketing, advertising and publicity materials, including on Twitter's website(s) and partner lists.

7. ANTI-BRIBERY.

7.1 Supplier, including its officers, directors, and employees, (a) will comply with all laws applicable to the parties under the Agreement relating to bribery and/or corruption ("Anti-Corruption Laws"); (b) will not directly or indirectly offer, give, authorize, solicit, or accept the giving of money or anything else of value to or from any person, whether a government official or private party, to obtain an improper advantage for Twitter, Supplier, or any third party, or secure the improper performance of that person's function or misuse of that person's position; (c) will not directly or indirectly offer, give or authorize the giving of money or anything else of value to any government official in his or her personal capacity, to facilitate or expedite government action or approvals; (d) will not do, or omit to do, any act that will cause Twitter to be in breach of the Anti-Corruption Laws; (e) will not directly or indirectly offer, give or authorize to any Twitter employee or contractor any gift, gratuity, service, favor, or anything else of value to influence or reward that employee or contractor in connection with the Agreement; (f) will not accept, and will promptly report to Twitter, any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Agreement; and (g) represents and warrants that it has, with regard to any past action or omission related to the Agreement, acted consistently with each requirement set forth above.

7.2 Supplier represents and warrants that neither Supplier nor any of its principals, owners, directors, or officers: (a) has been convicted of any offense involving bribery, corruption, fraud, or dishonesty; (b) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offense or alleged offense under the Anti-Corruption Laws; or (c) has been, or is listed by any government agency as being, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs or government contracts. Supplier will promptly notify Twitter if it or any of its principals, owners, directors, or officers become subject to (a), (b), or (c) above during the course of Supplier's performance under the Agreement.

7.3 Supplier must (a) provide Twitter with immediate notice in the event of a breach or alleged breach of any Anti-Corruption Laws and (b) upon reasonable request by Twitter, certify its compliance with this Section. Supplier acknowledges that Twitter will consider the breach of this Section a material breach of the Agreement.

7.4 Supplier will indemnify Twitter against any and all losses, liabilities and/or claims (including government fines and penalties) incurred by, or awarded against, Twitter as a result of Supplier's failure to comply with this Section 7. If Twitter terminates the Agreement for a breach of Section 7.1, Supplier will not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with third parties that Supplier may have entered into before termination. In addition, payments previously made by Twitter to Supplier with regard to any transaction for which a breach has occurred will be refunded to Twitter by Supplier.

8. REPRESENTATIONS AND WARRANTIES.

8.1 General Warranties. Each party represents and warrants that: (a) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) the execution of this Agreement by its representative whose signature is set forth in the signature has been duly authorized by all necessary corporate action of the party.

8.2 Supplier Warranties. Supplier represents and warrants to Twitter that: (a) it will perform the Services using appropriate facilities and personnel of requisite skill, experience, and expertise and in a professional and workmanlike manner in accordance with commercially reasonable industry standards and practices; (c) it will use industry-standard and commercially-reasonable organizational and technical safeguards to protect Confidential Information; (b) it is, and its performance of the Services will be, in compliance with all applicable foreign, federal, state, and local laws, rules, and regulations; (c) it has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder Supplier's performance of its

obligations under this Agreement; (d) the software related components of the Services are and will remain free of viruses and other malicious computer code; (e) the Services will conform in all respects with the requirements and specifications stated in the Agreement and the applicable Statement of Work, including any Documentation and Availability Requirement. In the event of Supplier's breach of the foregoing warranty, Twitter may (i) require Supplier to correct (at no cost to Twitter) any defective or nonconforming item, or (ii) 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; (f) there is no settled, pending or, to Supplier's knowledge as of the Effective Date, threatened action (including in the form of any offer to obtain a license) alleging that the Services infringe or misappropriates any Intellectual Property Right of a third party; (g) for all Open Source Technology provided under this Agreement, Supplier (i) will be in full compliance with the Open Source Licenses under which the Open Source Technology is provided, and (ii) will have all necessary rights to provide it under the applicable Open Source Licenses; and (h) will not provide Open Source Technology subject to a GPL-style License, with the sole exception of Open Source Technology listed by Supplier in the applicable Statement of Work that is expressly consented to by Twitter. A "**GPL-style License**" means any version of the GPL (General Public License), LGPL (Lesser General Public License), AGPL (Affero General Public License), or another Open Source License that requires derivative, linked, or network-conveyed technology to be placed under the same or similar license terms.

SUPPLIER ACKNOWLEDGES AND AGREES THAT ITS REPRESENTATIONS AND WARRANTIES SET FORTH ABOVE ARE MATERIAL CONDITIONS UPON WHICH TWITTER HAS AGREED TO ENTER INTO THIS AGREEMENT WITH SUPPLIER.

9. INDEMNIFICATION. Supplier will at its sole cost, defend, or at its option settle, Twitter, and its subsidiaries, affiliates, officers and employees, against any and all claims, suits, actions, and judgments, brought by a third party, and will indemnify and hold Twitter, and its subsidiaries, affiliates, officers and employees, harmless from any and all associated damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees), to the extent arising out of or in connection with: (a) any act or omission by Supplier in connection with Supplier's performance of the Services; (b) any actual or alleged infringement, misappropriation, or other violation of any patent, copyright, trademark, trade secret or other Intellectual Property Right or other proprietary or privacy right of any person, company or entity by the use, distribution and/or other exploitation of any marks, logos, documentation, services, work product, or technology of or provided by or on behalf of Supplier; (c) Supplier's breach or claimed breach of Section 6 (Confidential Information) or Section 7 (Representations and Warranties); (d) any obligation imposed by law on Twitter to pay any tax imposed by federal, foreign or state government on payrolls or compensations of its employees; or (e) any and all assessable payments, liabilities and/or penalties (including any interest, excise taxes, and/or attorneys' fees) that may be imposed under Section 4980H as a consequence of Supplier's failure to offer group health coverage described in Section 3.1. Supplier shall not be obligated to defend or be liable for costs or damages under this Section 9 if the alleged infringement or claim is solely attributable to Twitter's modification of the Services or Twitter's use of the Services in a manner other than as contemplated under this Agreement and such modification or use is without the written consent of Supplier.

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 control and 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. In addition to Twitter's rights and Supplier's other obligations hereunder (including, without limitation, the indemnity obligations set forth herein, in the event the Work Product or Services, or any part thereof, are held or may be held to constitute, or become the subject of any claim or suit for infringement, Supplier at no cost to Twitter, will (a) procure for Twitter a right to continue using the Work Product and/or Services as set forth in this Agreement and/or the applicable Statement of Work; or (b) replace or modify the Work Product and/or Services or part thereof with a modified or substituted Work Product and/or Service or other part that does not infringe and that is qualitatively and functionally at least equivalent to the affected Work Product and/or Service or part thereof. 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 (i) all fees paid for the affected Work Product and Service, and all pre-paid fees, pro-rated to the date of termination.

SUPPLIER ACKNOWLEDGES AND AGREES THAT TWITTER HAS NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT NOR UNDER ANY STATEMENT OF WORK.

10. TERM AND TERMINATION.

10.1 Term. The term (the “Term”) of this Agreement will commence on the Effective Date and continue in effect until terminated in accordance with the terms of this Agreement. The term of each Statement of Work will be as set forth in the Statement of Work itself. Twitter may immediately terminate this Agreement (including any or all Statements of Work) at any time, for any reason or no reason, by providing thirty (30) days prior written notice to Supplier of its intent to terminate the Agreement.

10.2 Termination. Either party may terminate this Agreement (including any or all Statements of Work) if the other party breaches any material term of this Agreement and fails to cure such breach (if amenable to cure) within ten (10) days following written notice thereof from the non-breaching party. Either party may also terminate this Agreement immediately upon written notice to the other party in the event that either: (a) the non-terminating party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business without a successor, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy; or (b) the non-terminating party engages in one (1) or more activities or practices (including, without limitation, activities or practices that constitute a violation of applicable law) that either: (i) significantly impairs the non-terminating party’s ability to provide the services and work product hereunder, and/or (ii) are of such a nature that they are reasonably anticipated to materially damage the terminating party’s reputation.

10.3 Effect of Termination. Upon the expiration or any termination of this Agreement or one or more Statements of Work, (a) Supplier will promptly deliver to Twitter all Work Product, including all work in progress on any Work Product and all versions and portions thereof; (b) except when the Agreement is terminated by Twitter pursuant to Section 10.2. for breach by Supplier, Twitter will pay Supplier, subject to any service credits accrued as set forth in the Agreement and/or applicable SOW, any undisputed amounts that are due and payable for Services performed by Supplier prior to the effective date of expiration or termination; (c) 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 such expiration or termination unless such termination is initiated under section 10.1 above, in which case prepaid fees will be refunded on a prorated basis up to a maximum 30% of the total contract amount; and (d) Supplier will promptly notify Twitter of all Twitter-owned property and Confidential Information in Supplier’s possession or control and will promptly return all such Twitter-owned property and certify to Twitter that all Confidential Information has been destroyed, at Supplier’s expense and in accordance with Twitter’s instructions. All SOWs will automatically terminate on the date of expiration or termination of this Agreement.

11. EFFECT OF CHANGES IN LAW. In the event of changes to law applicable to Supplier as a provider of the Services that effects the provision of the Services, Supplier agrees to (a) enter into an amendment to this Agreement as may be required to comply with changes to law; and (b) implement in a timely manner, at its own cost and 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 provision or receipt of the Services, Supplier shall notify Twitter before implementing such changes. If any changes in the laws or any change in the Services required to conform to changes in law, results in a material reduction in the Services or in the level of quality of the Services, (i) the applicable fees will be equitably reduced to reflect such reduction in the Services or in the level or quality of the Services, or (ii) Twitter may terminate the affected portion of the Services as the date specified by Twitter in its notice of termination without payment of any penalty or other amounts. Supplier’s failure to comply with any portion of this Section shall be considered a material breach of this Agreement by Supplier.

12. INSURANCE.

12.1 Supplier will maintain the following insurance policy levels during the Term of this Agreement. All policies will be placed with an insurer having an AM Best’s rating of not less than 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: (a) Workers’ Compensation as required by law where work is performed. Employer’s Liability insurance of not less than US\$1,000,000 per employee and per accident and must include a waiver of all right of subrogation against Twitter; (b) Commercial General (or Public) Liability insurance of not less than US\$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. Further, the foregoing insurance 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; (c) Professional Liability insurance covering errors, omissions and negligent acts arising out of the professional services under this Agreement. Limits will be not less than US\$1,000,000 per claim; (d) Automobile Liability. Minimum acceptable limits for combined

single limit bodily injury and property damage will be not less than US\$1,000,000; per occurrence; (e) Umbrella/excess Liability of not less than \$5,000,000; and (f) CyberLiability insurance covering breach of Twitter's network, systems, records, or data by intentional or unintentional acts of Supplier and Supplier's personnel with a limit of not less than \$1,000,000 per claim.

12.2 These insurance requirements will not in any way limit Supplier's indemnity obligations to Twitter as set forth elsewhere in this Agreement, nor will they relieve or decrease the liability of Supplier in any way. Twitter does not in any way represent that the insurance or limits of insurance specified above are adequate or sufficient to protect the Supplier's interests or liabilities. Supplier is responsible, at Supplier's sole expense, for providing any additional insurance deemed necessary to protect its interests.

13. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITIES ARISING OUT OF OR RELATING TO SUPPLIER'S UNAUTHORIZED SUSPENSION, TERMINATION OR DISABLING OF THE SERVICES IN BREACH OF THIS AGREEMENT, SUPPLIER'S INDEMNIFICATION OBLIGATIONS, SUPPLIER'S BREACH OF SECTION 7 (ANTI-BRIBERY), A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR INFRINGEMENT AND MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (1) 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, OR (2) FOR AN AGGREGATE AMOUNT THAT EXCEEDS FIVE (5) TIMES THE TOTAL FEES DUE TO SUPPLIER FOR THE SERVICES RENDERED UNDER THIS AGREEMENT, 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 ANY CASE, TWITTER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL FEES DUE TO SUPPLIER FOR THE SERVICES RENDERED UNDER THIS AGREEMENT.

14. GENERAL.

14.1 No Election of Remedies. Except as expressly set forth in this Agreement, the exercise by Twitter of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or available at law or in equity.

14.2 Subcontractors. Except as provided under this Section 14.2, only Supplier and Supplier's employees will perform the Services under this Agreement and any Statement of Work. Supplier will not use any Subcontractor to provide Services to Twitter without Twitter's prior written approval. Any approval provided hereunder will be given at Twitter's sole discretion. No subcontracting (permitted or otherwise) will release the Supplier from its responsibility for its obligations under this Agreement. Supplier will be responsible for the work and activities of any Subcontractor including compliance with the terms of this Agreement and remain fully liable for any and all acts and omissions by its Subcontractors under this Agreement.

14.3 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 information, goods, software and/or technology from any country for 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 information, goods, software, or technology 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).

14.4 Force Majeure. Neither party will be liable for any delay or failure of or in performance of its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, acts of the public enemy, government acts, fire, floods, epidemics, quarantine restrictions, strikes, civil commotions, or freight embargoes ("Force Majeure Event") provided that the affected party has taken reasonable precautions, including, where appropriate, the installation, maintenance and operation of suitable back-up systems, consistent with industry standards in order to guard against the event causing such delay. If a Force Majeure Event delays, disrupts or interrupts performance of Services, then Twitter will not be required to continue to pay the fees for the

affected period and Supplier will use its best efforts to restore Services at its expense. If a Force Majeure Event or disaster requires Supplier to allocate limited resources among customers, performance of Services for Twitter will enjoy a priority at least equal to any other customer. If Supplier fails for any reason substantially to restore all Services within five (5) days after a Force Majeure Event, Twitter may terminate the Agreement or affected Services, at its option, in the same manner as for any convenience termination and any prepaid fees from the termination date will be returned within thirty (30) days.

14.5 Books and Records; Inspections. During the Term of this Agreement and for a period of three (3) years after the expiration or termination hereof, Supplier will maintain such books and records as are necessary to demonstrate and confirm Supplier's compliance with its obligations under this Agreement and any Statement of Work. Twitter will, upon reasonable notice, have the right to inspect and review Supplier's books and records to confirm Supplier's aforementioned compliance. Such inspection and 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 such inspection and review.

14.6 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, which will not be unreasonably withheld. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and assigns.

14.7 Equitable Remedies. Because the Services are personal and unique and because Supplier will have access to Confidential Information of Twitter, Twitter will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that Twitter may have for a breach of this Agreement.

14.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law 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 hereby irrevocably consent to the personal jurisdiction and venue therein.

14.9 Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

14.10 Survival. Those terms that by their nature should survive either expiration or termination of this Agreement, will survive including but not limited to a party's obligations with respect to confidential information, personal information, ownership, indemnification and limitation of liability.

14.11 Notices. All notices required or permitted under this Agreement 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.

14.12 Waiver. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same or other provisions hereof.

14.13 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

14.14 Entire Agreement. This Agreement, together with all Statements of Work, constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to such subject matter. No other document provided by Supplier, including but not limited to Supplier's quotation, confirmation, acknowledgement, shipping or other sales forms, browse-wrap, shrink-wrap, click-wrap, end-user license, or other non-negotiated terms and conditions provided with any of the Services, Documentation or other Supplier materials hereunder will be part or amendment of this Agreement or is binding on Twitter or any authorized user of Twitter for any purpose, unless Twitter first agrees in writing by an authorized representative that is not an electronic communication to be bound by such purported agreements. All such Supplier provided unsigned (by Twitter) terms and conditions have no force and effect and are deemed rejected by Twitter, even if access to or use of Services or Documentation or

other Supplier materials requires affirmative acceptance of such terms and conditions. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

14.15 Order of Precedence. In the event of a conflict between the provisions of this Agreement and those of any Statement of Work, the provisions of such Statement of Work will control (with respect to such Statement of Work only); provided, however, that the terms and conditions set forth in this Agreement with respect to limitations of liability, indemnification obligations, representations and warranties, confidentiality and governing law, shall supersede and replace any such provision in any Statement of Work.

IN WITNESS WHEREOF, the authorized representative of each party has signed this Agreement as of the Effective Date.

<p>Twitter, Inc. <i>Giles Peyton-Nicoll</i> <small>Giles Peyton-Nicoll (Sep 5, 2019)</small></p> <hr/> <p>By: _____</p> <p>Name: <u>Giles Peyton-Nicoll</u></p> <p>Title: <u>Sr Design Directot</u></p> <p>Date: <u>Sep 5, 2019</u></p>	<p>Supplier Qordoba</p> <p><i>May Habib</i> <small>May Habib (Sep 5, 2019)</small></p> <hr/> <p>By: _____</p> <p>Name: <u>May Habib</u></p> <p>Title: <u>CEO</u></p> <p>Date: <u>Sep 5, 2019</u></p>
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SCHEDULE 1
DATA PROTECTION ADDENDUM

1. Scope, Definitions and Applicable Law. This Data Protection Addendum (“**DPA**”) will apply to the Agreement to the extent Supplier (“**Supplier**” or “**You**”) receives personal data from Twitter in the course of providing services to Twitter (“**Twitter Data**”), including 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, “personal data,” “controller,” “processing,” and “processor,” shall have the meanings set forth in the privacy and data protection laws, regulations, and decisions applicable to a party to this DPA (“**Applicable Data Protection Law**”). For Twitter European Data, Applicable Data Protection Law includes the EU Directive 95/46/EC (the “**Directive**”), General Data Protection Regulation (2016/679) (the “**GDPR**”), Commission Implementing Decision 2016/1250 (“**Privacy Shield**”), and Decision 2010/87/EU (the “**Clauses**”). To the extent that Supplier 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. ensure that persons (including your employees, agents, or other authorized personnel) authorized to process the personal 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;

c. take all measures required pursuant to Article 32 (“Security of Processing”) of the GDPR;

d. comply with Section 4 of this DPA;

e. assist Twitter in the fulfillment of the Twitter’s obligation to respond to requests for exercising a given user’s rights under Applicable Data Protection Law;

f. 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;

g. 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 personal data; and

h. 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. 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.

5. Transfers of Twitter European Data. If you are located in 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.

6. 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.

7. 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.

8. 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.

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. Supplier Product Requirements for Access

1.1. Supplier must enforce multi-factor authentication.

2. Network Security

- 2.1. Supplier must ensure that HTTPS is enabled in any web interface related to the product or service.
- 2.2. Supplier must disable non-encrypted transmission services (e.g., Telnet, FTP).
- 2.3. Supplier must have commercial certificates utilizing TLS 1.1 or greater for web facing applications.

3. Security Assessments & Compliance

- 3.1. Supplier must conduct internal and external network security vulnerability scans.
- 3.2. Supplier must conduct application level security scanning.

4. Data Security

- 4.1. Twitter Data must not leave Supplier’s production systems.
- 4.2. 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.
- 4.3. Twitter Data in-transit must be encrypted at all times using industry accepted cryptography standards.
- 4.4. Backup removable media containing Twitter Data, or related data, must be encrypted.
- 4.5. Supplier must eliminate the dependence on the use of Java browser plugins when dealing with sensitive Twitter Data.

5. Endpoint Security

- 5.1. Twitter Data must not be moved to portable USB devices.
- 5.2. Supplier must maintain the following endpoint security requirements:
 - 5.2.1. Patch management;
 - 5.2.2. Full disk encryption;
 - 5.2.3. Anti-malware;
 - 5.2.4. Inactivity timeout, e.g. screen saver lock; and
 - 5.2.5. Complex passwords of at least 8 characters.

6. Authentication Controls

- 6.1. Supplier must have centralized authentication mechanisms (e.g., LDAP, AD) instead of local policies on each device.

- 6.2. Supplier must have appropriate algorithms in place for hashing passwords, both for Supplier's accounts and for Twitter accounts to access Supplier's system. No passwords should be stored in plain text or in a format that can be reversed.
- 6.3. Supplier must use strong password controls such that all administrative interfaces have long, complex passwords of at least 8 characters.

7. Organizational Security

- 7.1. Supplier must conduct thorough background checks on employees and contractors who may have access to Twitter Data, in accordance with applicable law.
- 7.2. Supplier must have access management controls over accounts that access Twitter Data. These controls include provisioning, de-provisioning, and quarterly access reviews.
- 7.3. Supplier must implement segregation of duties and least privilege when designing access controls.
- 7.4. Supplier must require personnel to complete security awareness training, addressing specific technical and organizational security measures.
- 7.5. Supplier must adopt secure SDLC procedures.

8. Security Monitoring and Logging

- 8.1. Supplier must have a formal incident management process in place to monitor and respond to security events.
- 8.2. Supplier must have a vulnerability management process to analyze and prioritize network / application vulnerabilities, implementation of patches, etc.

9. 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.



STATEMENT OF WORK

This Statement of Work, including any exhibits or schedules attached hereto (the "**SOW**"), is effective as of the date identified below ("**SOW Effective Date**") and is subject to and governed by the terms and conditions of the Master Cloud Services Agreement (the "**Agreement**") effective September 3, 2019 by and between Twitter, Inc., having its principal place of business at 1355 Market Street, 9th Floor, San Francisco, CA 94103 ("**Twitter**") and Writer, Inc. (formerly Qordoba, Inc), having its principal place of business at 140 Geary St, Ste 800, San Francisco, CA 94108 ("**Supplier**").

NO SERVICES MAY BE PERFORMED BY SUPPLIER UNTIL (1) SUPPLIER AND TWITTER SIGN THIS STATEMENT OF WORK; AND (2) TWITTER ISSUES A VALID PURCHASE ORDER.

PROJECT TITLE: Writer License

SOW EFFECTIVE DATE: October 14, 2021

SERVICES PERIOD/DURATION OF PROCESSING: October 14, 2021 – October 13, 2023

SERVICE LOCATION: CA, USA

SUPPLIER CONTACT INFORMATION:

Supplier Representative:	Maiko Cook
Email:	maiko@writer.com

1. Project Description.

Twitter will have access to the Writer platform to create, share and use content scoring, style guides, and written content measurement features.

2. Services.

2.1. Services

During the Services Period, Supplier will provide Services to Twitter as set forth below. Supplier represents and warrants that the Services will conform with the Service Level Agreement attached to this SOW as Exhibit A ("**SLA**"), hereby incorporated by reference.

2.1.1. Description of Software Services.

155 User Seats for Platform Access

Ability to share viewable content to non-seat holders as a public site or with default password protection feature

Enterprise 4 Edition

All suggestion categories
SAML SSO
Custom writing and language rules
Chrome and Figma plugins
Unlimited teams
API access for String Center integration
SCIM for API-based user management

Plan limits number of words checked per month to 250,000 times the total number of users.

Writer will provide a content guidelines platform to check all of the content against Twitter's style guides and terms.

2.1.2. Description of Support Services.

Writer will provide the on-boarding and training of the platform to the Admin users and then have a supporting role for on-going maintenance and training.

2.2. Supplier Pre-Existing Intellectual Property. No pre-existing intellectual property developed or owned by Supplier will be included within any of the Deliverables.

2.3. Third Party Intellectual Property. No third party intellectual property will be included within the Deliverables, and Twitter will not be subject to any additional licensing obligations from its use of such Deliverables and the Services.

2.4. Open Source Software. Supplier has reviewed the requirements under the "Open Source and Other Open Material" provision of the Agreement, and verified with its legal counsel, open source program committee, or other knowledgeable personnel that it can and will meet those obligations for products and services within the scope of this Statement of Work, starting on the SOW Effective Date. Supplier has determined that no request for permission to use or provide copyleft or similar materials is required under the "Copyleft" provision of the Agreement.

2.5. Data Protection & Privacy.

2.5.1. If neither party will share any 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 Services ("Twitter Data") with the other party, (check this box and move on to Section 2.6.).

2.5.2. If Supplier processes Twitter Data, as a data processor or a data controller under the relevant DPA, in providing the Services in accordance with the Agreement and this SOW, the Supplier will process Twitter Data as follows (CHECK ALL THAT APPLY):

Data Processing Activities	
<p>Categories of data subjects</p> <p>The individuals whose personal data is processed by Supplier:</p>	<p><input type="checkbox"/> Twitter users <input checked="" type="checkbox"/> Twitter employees/contractors <input type="checkbox"/> Twitter advertisers</p> <p>Other: _____</p>
<p>Categories of personal data</p> <p>The personal data that Supplier processes about these individuals:</p>	<p><input type="checkbox"/> @Twitter handles <input type="checkbox"/> work/personal email addresses <input type="checkbox"/> postal addresses <input type="checkbox"/> names of Twitter users <input type="checkbox"/> names of Twitter employees/contractors</p> <p><input checked="" type="checkbox"/> Twitter email address, name, or other personal identifier to login to or set up an account on Supplier's Services</p> <p><input type="checkbox"/> IP addresses <input type="checkbox"/> Device IDs <input type="checkbox"/> geolocation <input type="checkbox"/> financial information</p> <p><input type="checkbox"/> video recordings <input type="checkbox"/> audio recordings <input type="checkbox"/> photographs</p> <p><input type="checkbox"/> customer billing information</p> <p>Other: _____</p>
<p>Sensitive data</p> <p>The sensitive data that Supplier processes about these individuals:</p>	<p><input type="checkbox"/> racial or ethnic origin <input type="checkbox"/> political opinions</p> <p><input type="checkbox"/> religious or philosophical beliefs <input type="checkbox"/> trade union membership</p> <p><input type="checkbox"/> genetic or biometric data <input type="checkbox"/> health data</p> <p><input type="checkbox"/> data about sex life or sexual orientation</p> <p>Other: _____</p>
<p>Frequency of processing</p> <p>The frequency of the processing by Supplier:</p>	<p><input type="checkbox"/> One-off</p> <p><input checked="" type="checkbox"/> Continuous/multiple</p> <p>Other: _____</p>

<p>Nature and purpose of processing</p> <p>The nature and purpose of the processing by Supplier:</p>	<p><input checked="" type="checkbox"/> Processing necessary to provide the Services to Twitter in accordance with the Agreement</p> <p>Other: _____</p>
<p>Duration of processing</p> <p>The period for which the personal data will be retained by Supplier:</p>	<p><input type="checkbox"/> Duration of the SOW</p> <p>Other: No more than 30 days after termination of the SOW, or upon Twitter's request</p>

2.6. List of Sub-processors. The list of sub-processors used by the Supplier as a data processor for these Services, under the relevant DPA, is as follows:

Name of subprocessor	Type of Services provided	Country(ies) where Services are provided
Google LLC	cloud hosting services on Google Cloud Platform	USA

3. PERSONNEL

3.1. The following Supplier Personnel will be engaged to perform the Services:

<u>Name</u>	<u>Title</u>
May Habib	CEO
Maiko Cook	Customer Success
Waseem Alshikh	CTO

Any changes to the above listed Supplier Personnel must be approved by Twitter in writing.

3.2. Team Diversity Elements

Twitter requests inclusive representation in Supplier Personnel teams who provide Professional Services to support Twitter's projects. Twitter considers the following classifications of diverse and inclusive elements: Women, People with Disabilities, Veterans, LGBTQ, and Minorities. Supplier's commitment to providing a diverse team for work performed under this SOW are as follows:

- Choose not to disclose
- 1-24% of the Supplier Personnel team
- 25-49% of the Supplier Personnel team
- 50% + of the Supplier Personnel team

Any changes to the above listed Supplier Personnel must be approved by Twitter in writing.

4. ACCEPTANCE

4.1. For purposes of this SOW, Services and/or Deliverables will be approved in writing by Twitter ("Acceptance").

5. PAYMENT

5.1. Twitter will be invoiced for the Services and/or Deliverables in accordance with the following payment schedule:

Annual – Subscription Basis. During the Services Period, Supplier will invoice Twitter for a fee in the amount of **\$113,856 USD**, annually. Payments are due net 60 days from receipt of an approved invoice.

Under this SOW, the total fees billed to Twitter will not exceed **\$227,712 USD** without Twitter's prior written approval. All time sheets must be approved by Twitter personnel prior to payment. Twitter can elect to add up to 500 users on this subscription plan. Additional users beyond 155 will be charged at \$12/user/month, billed for the remainder of the months of the annual term upon when the user is added. Payments are due net 60 days from receipt of an approved invoice.

6. EXPENSES

6.1. Subject to the Twitter Travel and Expense Policy, a copy of which will be provided upon request, the following expenses, if any, will be reimbursed:

None

Not to exceed in the aggregate: [\$_____]. Twitter will not reimburse expenses in excess of the amount listed above unless Supplier has received Twitter's written approval prior to incurring such additional expenses. Supplier must adhere to all Twitter expense policies. Supplier must submit expenses within thirty (30) days of incurring them and must include receipts for amounts greater than USD\$25.00. Twitter will not reimburse any expenses incurred outside of these policies.

Capitalized terms used but not defined in this SOW will have the meanings ascribed to them in the Agreement. To the extent there are any inconsistencies or ambiguities between the terms of this SOW and the Agreement, the terms of this SOW shall supersede the Agreement. This SOW

supersedes all prior arrangements and understandings between the parties, written and oral, with respect to its subject matter.

IN WITNESS WHEREOF, the parties have signed this SOW as of the SOW Effective Date.

Twitter

By:  _____
By: Jordan Craig (Nov 1, 2021 14:18 EDT)

Name: Jordan Craig

Title: Director, content design

Date: Nov 1, 2021

Supplier

By:  _____
By: May Habib (Nov 1, 2021 17:22 GMT)

Name: May Habib

Title: CEO

Date: Nov 1, 2021

EXHIBIT A
Service Level Agreement

1) Availability Requirement. Supplier shall make the Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Supplier does or is required to perform any Services (each such calendar month, a "**Service Period**"), at least 99.9% of the time, excluding only the time the Services are not Available solely as a result of one or more Exceptions (the "**Availability Requirement**"). "**Available**" means the Services are available and operable for (a) performance of Services, and (b) access and use by Twitter and its users and customers over the internet, in material conformity with the Agreement and SOW to which this Schedule is attached. "**Availability**" has a correlative meaning. The Services are not considered Available in the event of a material performance degradation or inoperability of the Services, in whole or in part.

2) Exceptions. No period of Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):

a) Twitter's or any of its users' or customers' misuse of the Services;

- b) failures of Twitter's or its users' or customers' internet connectivity;
- c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Supplier or its subcontractors; or
- d) Scheduled Downtime as set forth in Section 3.
- 3) Scheduled Downtime. Supplier shall notify Twitter at least 24 hours in advance of all scheduled outages of the Services in whole or in part ("**Scheduled Downtime**").
- 4) Service Availability Reports. Within 30 days after the end of each Service Period, Supplier shall provide to Twitter a report describing the Availability of the Services during that calendar month and the calendar year -to- date as compared to the Availability Requirement. The report shall be in an email and shall include, at a minimum: (a) the actual performance of the Services relative to the Availability Requirement; and (b) if Service performance has failed in any respect to meet or exceed the Availability Requirement or during the reporting period, a description in sufficient detail to inform Twitter of the cause of such failure and the corrective actions Supplier has taken and will take to ensure that the Availability Requirement is fully met.
- 5) Remedies for Service Availability Failures. If the actual Availability of the Services is less than the Availability Requirement, Twitter will be eligible to receive a Service Credit in accordance with the table below.

Monthly Uptime Percentage	Service Credit of Monthly Subscription Fees
98.95-99.98%	10%
97.95-98.94%	20%
< 97.94999%	30%

Notwithstanding, if the actual Availability of the Services is less than the Availability requirement in any two of three consecutive Service Periods, then, in addition to all other remedies available to Twitter, Twitter may terminate this Agreement and/or any applicable Statement of Work on written notice to Supplier with no liability, obligation or penalty to Twitter by reason of such termination.

