



## X STANDARD PURCHASING TERMS AND CONDITIONS ("Terms and Conditions")

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governed exclusively by the terms and conditions set forth herein; notwithstanding, these Terms and Conditions shall be superseded in the event a separate agreement, intended to govern the purchase of Deliverables, has been executed between X and Supplier.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

1. **PRICE AND TERMS OF PAYMENT.** To be valid, Supplier's invoices must contain X's Order number and part number, the manufacturer's part number, a full description of the Deliverables, the quantity, unit price and total price (in the currency designated by X), and the delivery address. Valid Supplier invoices will become due for payment by X, net sixty (60) days from X's receipt of a correct invoice unless otherwise indicated on the face of the Order. The date of invoice will not predate the date of delivery of the relevant Deliverables. Supplier will send invoices to X's email address designated on the face of the Order or to such other address as X may specify in writing (email included). Notwithstanding anything to the contrary contained in the Order, (a) invoices submitted more than six (6) months after X's receipt of Deliverables will be rejected and no payment shall be made and (b) X shall have no liability whatsoever under the Order for amounts due under any such invoice.
2. **TAXES AND DUTIES.** Amounts payable to Supplier under the Order are exclusive of any transaction taxes (including sales, use, consumption, value-added and similar transaction taxes) that may be imposed in connection with fees received by Supplier pursuant to this Order. If Supplier is entitled to a refund of value-added tax associated with this Order, and opts not to apply for such refund, X shall not bear any resulting additional cost. For any payments made under this Order, Supplier may charge and X will pay applicable transaction taxes, provided that such transaction taxes are stated on the original invoice related to the Deliverables, that Supplier timely provides to X and Supplier's invoices state such transaction taxes separately. X 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. X may deduct or withhold any withholding taxes that X may be legally obligated to deduct or withhold from any amounts payable to Supplier under the Order, and payment to Supplier as reduced by such deductions or withholdings will constitute full payment and settlement of amounts payable to Supplier under the Order. If a tax authority subsequently finds that X's withholding tax payment was insufficient and requires additional payments, X will make such payments and Supplier will reimburse X for such additional withholding tax payments. Within a reasonable period, X will provide Supplier with documentation evidencing its withholding tax payments.
3. **PACKAGES.** Packages must bear X's Order number, show quantity or gross and net weights, and conform to X's labeling requirements, if specified. No charges for packaging will be payable by X unless otherwise agreed in writing. Packing slip must be enclosed, and must reference X's Order number and Order line item.
4. **TRANSPORTATION.** Deliverables will be shipped in accordance with the transportation instructions on the face of the Order. The Deliverables will be shipped Delivered Duty Paid X's facility (DDP Incoterms 2010) unless other transportation arrangements are pre-approved by X in writing. A paid freight bill or equivalent must support charges for such other transportation arrangements. For international shipments, Supplier will provide all documentation and data elements required for timely customs entry. Shipping documentation (commercial invoice) will include the harmonized tariff code as provided by X, the country of origin, X part number, manufacturer part number, unit price and quantity per line and a customs compliant description.
5. **TITLE, PROPERTY AND RISK.** All title to, property in and risk in Deliverables will pass to X free of all liens and encumbrances on acceptance of the Deliverables as set out in Section 9.
6. **OWNERSHIP OF DELIVERABLES AND LICENSE TO SUPPLIER INTELLECTUAL PROPERTY.** To the extent that Deliverables include intellectual property as part of the Deliverables, X and Supplier agree that, to the fullest extent legally possible, all Deliverables will be works made for hire owned exclusively by X. Supplier agrees that, regardless of whether the Deliverables are legally works made for hire, all Deliverables will be the sole and exclusive property of X. Supplier agrees to irrevocably transfer and assign to X, all right, title and interest worldwide in and to the Deliverables. At X's request and expense, Supplier will assist and cooperate with X 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 X to enable X to acquire, transfer, maintain, perfect and enforce its intellectual property rights and other legal protections for the Deliverables. Supplier hereby appoints the officers of X as Supplier's attorney-in-fact to execute documents on behalf of Supplier for this limited purpose. Supplier agrees to irrevocably transfer and assign to X, and waives and agrees never to assert, any and all moral rights that Supplier may have in or with respect to any Deliverables, during and after the term of this Purchase Order. To the extent that Supplier owns or controls (presently or in the future) any related rights to the Deliverables, Supplier hereby grants or will cause to be granted to X 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 X to exercise all of the rights assigned to X under this Purchase Order. To the extent that any Supplier's intellectual property is incorporated into or necessary to use any Deliverable, Supplier hereby grants to X a non-exclusive, worldwide, royalty-free, transferable right and license, solely to the extent necessary for X to use the Deliverables to obtain the benefit of the Deliverables.
7. **DELIVERY/LATE SHIPMENTS.** Supplier will deliver the Deliverables at the place, date and time specified in this Order, unless otherwise agreed by both parties. If Supplier fails to meet the delivery schedule by more than five (5) days, then notwithstanding Section 13, Supplier shall notify in writing and X will be entitled to either (a) terminate the Order for such Deliverables and for any other Deliverables the intended use of which has consequently been delayed or prevented; or (b) make alternate arrangements for the transportation of the Deliverables. Supplier will reimburse X for any additional costs that X incurs in purchasing replacement Deliverables or in arranging for alternate transportation.
8. **RESCHEDULING/CANCELLATION.** X may reschedule any delivery of Deliverables without liability. X may cancel any outstanding order or part of an order without liability by giving five (5) business days prior written notice to Supplier. If X cancels an order on less than five (5) business days notice and Supplier cannot, after exercising its commercially reasonable efforts, use the Deliverables in the course of its business or dispose of them, X will compensate Supplier in an agreed-to amount not to exceed the actual purchase price of the Deliverables. In no event will X have any liability in respect of any order cancelled pursuant to Sections 7, 9 or 13.
9. **ACCEPTANCE/INSPECTION/NON-COMPLYING DELIVERABLES.** The Deliverables shall be subject to inspection and acceptance rights. Payment shall not constitute X's acceptance of the Deliverables nor impair X's right to inspect the Deliverables. If X notifies Supplier in writing at any time within ninety (90) days of delivery that the Deliverables do not comply with the provisions of this Order and/or any Deliverable description and/or documentation, X may, at its option, require that Supplier either repair or replace the Deliverables or re-perform the Deliverables with all possible speed (which will not to exceed standard lead time for the Deliverables) and without cost to X (including any relevant freight and duty costs incurred). X shall have the additional option during such period of returning the Deliverables to Supplier at Supplier's cost and receiving a credit of the purchase price.
10. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Supplier represents and warrants that all Deliverables provided will: (a) (i) be new and unused; (ii) be free of defects in materials, workmanship and design; and (iii) not infringe a third party's intellectual property rights; (b) comply with the specifications set out in the Order and any samples provided by either party to the other and agreed to by X; (c) comply with X's quality assurance procedures as provided to Supplier from time to time; (d) comply with any applicable quality specification and documentation; (e) be manufactured, handled, packaged and transported in accordance with all applicable laws, regulations, guidelines and industry standards; (f) have the necessary licenses and rights to provide the Deliverables; (g) not include any substance restricted for use in electrical or electronic equipment by any laws, or regulations, other than permitted by the foregoing, and any guidelines or industry standards; (h) it will perform services in a professional and workmanlike manner, conforming to industry standards and practices; and (i) its performance of any services will be in compliance with all applicable laws, rules, and regulations, including the Code of Conduct (defined below).
11. **INDEMNITY.** Supplier will indemnify, save harmless and defend X from and against any and all third party claims, actions, losses, or damages (including, without limitation, reasonable legal fees and expenses) (collectively, "Losses") which X, may suffer or incur as a result of (i) any negligent act or omission or willful misconduct of Supplier, its employees, representatives, or subcontractors relating to the Order; (ii) any breach of Supplier's representations, warranties or obligations under the Order; or (iii) any actual or alleged infringement by the sale or use of the Deliverables of any intellectual property rights of any other person.
12. **INSURANCE.** Supplier shall be solely responsible for maintaining for itself and requiring its subcontractors, employees, and agents to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, including blanket contractual coverage insuring claims resulting from the indemnification of X required by this Order, as is required by law or as is the common practice in Supplier's trades or businesses, whichever affords greater coverage. Upon request, Supplier shall provide X with certificates of insurance or evidence of coverage before commencing performance under this Order. Supplier shall provide adequate coverage for any X property under the care, custody or control of Supplier or its subcontractors, employees, and agents. Whenever Supplier has in its possession property of X, Supplier shall be deemed an insurer thereof and shall be responsible for its safe return to X.
13. **TERMINATION.** At any time, X, at its option, may terminate these Terms and Conditions with or without cause, in whole or in part by written notice, and any pre-paid fees will be pro-rated from the termination date and returned to X within thirty (30) days. X shall be responsible for any undisputed fees accrued prior to the termination date.
14. **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 X shall 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 X shall 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, X 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 shall be returned within thirty (30) days.
15. **NOTICES.** Notices to Supplier must be in writing sent at Supplier's address set out on the face of the Order, as may be amended by notice in accordance with this provision. Notices to X must be sent to [legalnoticesemea@x.com](mailto:legalnoticesemea@x.com), or any other address designated by X. A notice will be deemed to have been given on the third day after mailing if it is sent by mail, or on the date of transmission in the case of email.
16. **LIMITATION OF LIABILITY. EXCEPT FOR (I) FRAUD OR FRAUDULENT MISREPRESENTATION, AND (II) ANYTHING THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, IN NO EVENT WILL X BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS ORDER, EVEN IF X HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, X'S AGGREGATE LIABILITY UNDER THE ORDER WILL NOT EXCEED THE FEES THAT X PAID TO SUPPLIER FOR THE PROVISION OF THE DELIVERABLES.**
17. **CONFIDENTIAL INFORMATION.** Supplier will hold all Confidential Information in confidence, not to use it in any way, commercially or otherwise, except to provide the products and services, and not to disclose it to others. Supplier further agrees it shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care (including, without limitation, implementing and enforcing security procedures), to prevent the unauthorized use, dissemination or publication of Confidential Information as it would use to protect its own confidential information of like nature. Supplier will immediately disclose to X any breach of this Section 16 and will cooperate with any investigations and notices required as a result of such breach. For purposes of this Order, "Confidential Information" means and will include without limitation: (i) any information, materials or knowledge regarding X and its business, financial condition, products, programming techniques, customers, suppliers, employees, technology or research and development that is disclosed to Supplier or to which Supplier may have access in connection with the provision of the products and/or services; and (ii) the existence and terms and conditions of this Order. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of X or its personnel or that X regularly gives to third parties without restrictions on use or disclosure.
18. **INDEPENDENT CONTRACTORS.** The relationship between X and Supplier is one of independent contractors, and neither party will at any time or in any way represent itself as being a dealer, agent or other representative of the other party or as having authority to assume or create obligations or otherwise act in any manner on behalf of the other party.
19. **COMPLIANCE.** Supplier shall comply with all laws, rules, and regulations applicable to the Deliverables under this Order, including without limitation government export control and privacy and data protection laws. Supplier will at all times comply with X's Supplier Code of Conduct ("Code of Conduct") as amended from time to time, and which is available here: [tvr.cm/suppliercodeofconduct](http://tvr.cm/suppliercodeofconduct)
20. **SUBCONTRACTING, ASSIGNMENT.** Supplier may not assign or subcontract any of its obligations hereunder, in whole or in part, without the prior written consent of X. If such consent is acceptable, Supplier will be responsible and fully liable for its subcontractors' performance under this Order. Supplier may not assign this Order without the prior written consent of X.
21. **BACKGROUND CHECK.** To the extent permitted by law, any Supplier personnel, or employees of Supplier's subcontractors assigned to provide Deliverables on-site at X's offices or given access to X's network systems will have undergone a diligent background check, conducted by Supplier or at Supplier's choosing a third party specializing in background investigations, but must be conducted in full compliance with all laws for the applicable jurisdiction.
22. **BOOKS AND RECORDS; INSPECTION.** During the term of this Order and for a period of three (3) years after the provision of the Deliverables, Supplier shall maintain such books and records as are necessary to demonstrate and confirm Supplier's compliance with its obligations under this Order. X shall, upon reasonable notice, have the right to inspect and review Supplier's books and records to confirm Supplier's aforementioned compliance.
23. **PUBLICITY.** Supplier will not, without first obtaining X's consent in writing, advertise or otherwise disclose that Supplier has furnished or agreed to furnish Deliverables to X under this Order. In the event X provides its consent, Supplier agrees to adhere to X's current brand and legal guidelines, located at [X.com/logo](http://X.com/logo).
24. **X MATERIALS.** If X provides data, documentation, information, materials, parts or tools ("Materials") for use by Supplier to perform work under the Order, Supplier will use such Materials solely for the purposes of this Order. All Materials, procured or paid for by X will at all times remain the property of X, and will be returned promptly or destroyed at X's sole option upon termination of the Order. Upon written request, Supplier shall certify compliance with this Section 23. To the extent that Supplier processes any personal data made available to it in the course of Supplier providing services to X, including personal data originating from the European Economic Area, the United Kingdom, and Switzerland, Supplier shall apply and agree to the Data Protection Addendum attached hereto as Schedule 1 and incorporated by reference in these Terms and Conditions.
25. **FINANCING.** X may secure any financing it deems appropriate for the Deliverables and if applicable, such financing parties will be third party beneficiaries under this Order.
26. **WAIVER/AMENDMENT.** No provision of this Order will be deemed waived or amended and no breach or default excused unless the waiver or amendment is in writing and signed by the party issuing it. Any obligations, which by their nature survive beyond the performance, termination or expiration of the Order, will remain in full force and effect. X's rights and remedies hereunder are in addition to any other legal or equitable rights and remedies available to X.
27. **SEVERABILITY.** If any provision contained in the Order is, for any reason, held to be invalid or unenforceable in any respect under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability will not affect any other provision of this Order and this Order will be construed as if such invalid or unenforceable provision had not been contained herein in that jurisdiction.
28. **ENTIRE AGREEMENT.** The Order constitutes the complete agreement between X and Supplier and supersedes any prior representation, promise or proposal relating to the subject matter hereof. No other document provided by Supplier, including Supplier's quotation and acknowledgement forms, will be part of the Order, even if referred to, unless specifically agreed to by X as evidenced by documentation executed by the parties. This Order may not be supplemented, modified or governed by any shrink-wrap or click-wrap agreement or any confirmation, acknowledgment, or other sales or shipping form of Supplier unless X first agrees in writing that is not an electronic communication to be bound by such purported agreements. Any modification to this Order must be in writing duly authorized by X.
29. **ANTI-BRIBERY.** In conformity with the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act of 2010 and any applicable anti-bribery or anti-corruption laws (the "Bribery Laws"), Supplier and its personnel shall not directly or indirectly (i) make any offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government (including a decision not to act) or any other person, or inducing such official or person to use his influence to affect any such act or decision in order to assist X or Supplier in obtaining, retaining, or directing any business or (ii) take any other action that causes a violation of Bribery Laws.
30. **APPLICABLE LAW.** These Terms and Conditions and the Order will be governed by, and construed in accordance with the laws of the country in which X is registered, and the parties submit to the jurisdiction of the courts of such country.

**Schedule 1**  
**DATA PROTECTION ADDENDUM**

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

**2. Compliance with Requirements of Applicable Data Protection Law.** You represent and warrant that you will implement appropriate technical, physical, administrative, and organizational measures sufficient to guarantee that your processing will meet the requirements of Applicable Data Protection Law, including the measures set out in Schedule 2 of the Agreement or, if not set out therein, the applicable Statement of Work.

**3. Terms of Processing:** You agree that your processing of X Data shall be governed by the Agreement with X, and you represent and warrant that you shall:

- a. process X Data only on the documented instructions of X, 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 X if, in your opinion, an instruction from X 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 X of that legal requirement before processing or so transferring the applicable X Data, unless that law prohibits such information on important grounds of public interest;
- b. provide the data processing activities for the X Data as set out in the Statement of Work, order form or other document as mutually agreed upon by the Parties;
- c. act solely as a service provider with respect to your processing of X Data and you shall not (i) sell X Data, or (ii) retain, use or disclose X Data (a) for any purpose other than the specific purpose of performing the Services, or (b) outside of the direct business relationship between you and X;
- d. ensure that persons (including your employees, agents, or other authorized personnel) authorized to process X Data are aware of the terms of this Agreement, and are under a duty of confidentiality with respect to X Data no less restrictive than the duties set forth herein;
- e. take all measures required pursuant to Article 32 ("Security of Processing") of the GDPR and equivalent provisions of other Applicable Data Protection Law, including the measures set out in Schedule 2 of the Agreement or, if not set out therein, the applicable Statement of Work;
- f. comply with Section 4 of this DPA;
- g. assist X in the fulfilment of X's obligation to respond to requests for exercising a given individual's rights under Applicable Data Protection Law;
- h. assist X in ensuring compliance with the obligations imposed by Articles 32 ("Security of Processing"), 33 ("Notification of a personal data breach to the supervisory authority"), 34 ("Communication of a personal data breach to the data subject"), 35 ("Data protection impact assessment"), and 36 ("Prior consultation") of the GDPR or equivalent provisions of other Applicable Data Protection Law;
- i. at X's discretion, delete or return all X Data to X as provided in Section 8; and
- j. at X's request, make available to X all information necessary for X 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 X Data can be accessed by your personnel, on premises or remotely, and any relevant materials available for inspection by X or a third party appointed by X, to demonstrate compliance hereunder, provided that such inspection shall be carried out with reasonable notice during regular business hours and under a duty of confidentiality.

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

**5. Subprocessors.**

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

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

**6. Cross-border Transfe**

- a. Transfers of Non-European Data. If you intend to transfer X Data, other than X European Data, cross-border and Applicable Data Protection Law requires certain measures to be implemented prior to such transfer, then you agree to implement such measures as shall be mutually agreed.
- b. Transfers of European Data. If you are located or process X European Data outside the European Economic Area, United Kingdom or Switzerland in a jurisdiction which is not subject to an adequacy determination by the European Commission, United Kingdom or Swiss authorities (as applicable) that covers such transfer, then the Standard Contractual Clauses are hereby incorporated by reference and form an integral part of this DPA. The term "Standard Contractual Clauses" means (i) the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("EU SCCs"), or (ii) to the extent the EU SCCs cannot be relied on to lawfully transfer Personal Data that is protected under UK Data Protection Law, the standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("UK SCCs"). In addition, to the extent that either X or you are certified to process such X European Data in the United States in accordance with the Privacy Shield, you represent and warrant that you will comply with the Privacy Shield Principles.
- c. EU SCCs. For the purposes of the EU SCCs, the following shall apply (i) the 'data exporter' is X and the 'data importer' is you, (ii) the Module Two terms are selected where X is the controller and the Module Three terms are selected where X is the processor acting on behalf of XIUC or European Affiliates (as applicable), (iii) in Clause 7, the optional docking clause applies; (iv) in Clause 9, Option 1 applies and the time period for prior notice of Subprocessor changes is set out in this DPA, (v) in Clause 11, the optional language does not apply, (vi) in Clause 17, Option 1 applies and the EU SCCs are governed by Irish law, (vii) in Clause 18(b), disputes will be resolved before the courts of Ireland, (viii) in Annex 1.A and Annex 1.B, the details of the parties and the transfer are set out in the Agreement and the applicable Statement of Work, (ix) in Clause 13(a) and Annex 1.C, the Irish Data Protection Commissioner will act as competent supervisory authority, (x) in Annex 2, the description of the technical and organizational security measures is set out in the applicable Statement of Work, and (xi) in Annex 3, the list of Subprocessors is set out in the applicable Statement of Work.
- d. UK and Swiss Transfers. To the extent the X European Data originates from the United Kingdom or Switzerland, the EU SCCs apply with the following modifications (i) references to 'Regulation (EU) 2016/679' are interpreted as references to UK Data Protection Law or the Swiss DPA (as applicable), (ii) references to specific articles of 'Regulation (EU) 2016/679' are replaced with the equivalent article or section of UK Data Protection Law or the Swiss DPA (as applicable), (iii) references to 'EU', 'Union' and 'Member State' are replaced with 'United Kingdom' or 'Switzerland' (as applicable), (iv) Clause 13(a) and Part C of Annex 2 are not used and the 'competent supervisory authority' is the United Kingdom Information Commissioner or Swiss Federal Data Protection Information Commissioner (as applicable), (v) references to the 'competent supervisory authority' and 'competent courts' are replaced with the 'United Kingdom Information Commissioner' and 'courts of England and Wales' or the 'Swiss Federal Data Protection Information Commissioner' and 'applicable courts of Switzerland' (as applicable), (vi) in Clause 17, the EU SCCs are governed by the laws of England and Wales or Switzerland (as applicable), and (vii) in Clause 18(b), disputes will be resolved before the courts of England and Wales or Switzerland (as applicable). For the purposes of the UK SCCs (i) the 'data exporter' is X and the 'data importer' is You, (ii) the UK SCCs are governed by the laws of England and Wales, and (iii) the annexes, appendices or tables of the UK SCCs are deemed populated with the relevant information set out in the Agreement, the applicable Statement of Work and this DPA.

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

- 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 X Data, or (iii) Applicable Data Protection Law no longer allows the lawful transfer of X Data to you. In such cases, you will take reasonable and appropriate steps to remedy any noncompliance, or cease further processing of X Data, and X may immediately terminate your Agreement or access to X Data, or take any other reasonable action; and
- b. regarding (i) any breach of security or unauthorized access to X Data that you detect or become aware of, (ii) any complaint, inquiry, or request from a data subject or government or regulatory agency regarding X 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 X 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 X or any X personnel, unless X 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 X receives a request from a government or regulatory agency, X may share the terms of this DPA, your agreements with X, and other information you provide to demonstrate compliance with this DPA or Applicable Data Protection Law. Regarding sub-section b(i), you shall notify X in writing without undue delay via an email to [security@x.com](mailto:security@x.com), and in any event no later than 48 hours, after you detect or become aware of any incident or breach of security or unauthorized access to X Data.

**8. X Data Deletion.** Supplier shall delete or return, and securely erase, including from backups, any X Data (including any derivatives thereof), (a) within 10 days of X's written request (which may be delivered via email), any X Data that X, in X's sole discretion, deems necessary or desirable to delete and securely erase, provided that, (b) if X has a good-faith belief that Supplier's possession or maintenance of any X Data may result in actual harm to Supplier or X's reputation, business, or clients, Supplier will immediately delete the specific X Data that may give rise to such harm immediately upon receipt of a written request (which may be delivered via email) from X that designates the X Data to be deleted and notes X's good-faith belief that the relevant X Data may give rise to actual harm. In addition, Supplier shall delete and securely erase all X Data (including any derivatives thereof) when Supplier no longer has a legitimate business need to retain them, but in no event longer than (i) 30 days (unless otherwise expressly set forth in a Statement of Work), or (ii) the retention period required by applicable law for storage of the X Data, in which case Supplier shall continue to comply with the provisions of this DPA without actively processing X Data.

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

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

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