

Facebook, Inc.

Purchase Order

Purchase Order Number	70000182894
Order Date	31-Jan-2022
Revision	0
Revision Date	
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCES RELATED TO THIS ORDER.	

Supplier: CITY OF FORT WORTH
 1000 Throckmorton Street
 Fort Worth TX 76102
 United States

Ship To:
 Attn: Comer, Katie
 Facebook, Inc.
 1601 Willow Rd
 Menlo Park, CA 94025
 United States

Bill To:
 Facebook, Inc.
 1601 Willow Rd
 Menlo Park, CA 94025
 United States

Submit Invoice To:
[Supplier Connect \(Instructions here\)](#)
 Facebook, Inc.
 ATTN: Accounts Payable
 PO BOX 696458
 San Antonio, TX 78269
 United States

Supplier Number		Payment Terms		Requester	
127674		Due on Receipt		Comer, Katie	
Freight Terms	Title Transfer Point	Shipping Method	Deliver To	Do not ship before	Ship Via
DDP			Comer, Katie		

Line #	Quote #	Item	Supplier Part #	Description	Delivery Date	Qty	Unit of Measure	Unit Price (USD)	Extended Amount (USD)
1				Sponsorships	28-Feb-2022				10,000.00
Total:								10,000.00 (USD)	

Notes: All prices and amounts on this order are expressed in USD

Notes To Supplier:
 Please refer to INB2547574 for required scope, deliverables, cost breakdown and schedule.

Billing Instructions:

[Please refer to Notice of Invoicing Requirements](#)

General Inquiries:

Please log into [Supplier Connect](#), our self-service portal to:

- Submit invoices, monitor invoice statuses, and view upcoming payment dates.
- View your Purchase Orders and Remittance details for payments made to you.
- Edit Company Information to add/remove contacts, change banking details and update addresses.
- Get Support: track support cases, contact the Support team, or review our FAQ.

Purchase Order Terms and Conditions:

This Purchase Order is governed by and incorporates by reference the Purchase Order Terms and Conditions attached hereto and available at: http://www.facebook.com/po_terms.php (the "PO T&Cs") and constitutes the entire agreement between Meta Platforms, Inc. (formerly known as Facebook, Inc.) and its Affiliates ("Facebook") and Supplier with respect to the Goods, Services and Deliverables. The PO T&Cs supersedes all prior oral and written communications and agreements, including but not limited to "shrink wrap" or "click wrap" agreement, or the terms of any Vendor quote, invoice or other business forms offered by Supplier that are associated with the Goods, Services or Deliverables, and any such terms shall be consider null and void. Notwithstanding the foregoing, if the Facebook entity specified in this Purchase Order or its affiliates and the Supplier entity specified in this Purchase Order have signed a separate written agreement which: (i) is in effect at the time of purchase of the same or similar Goods or Services specified in the Purchase Order; or (ii) such separate written agreement is otherwise reasonably applicable to the Goods or Services specified or ordered by Facebook in the Purchase Order (either of the foregoing hereinafter an ("Existing Agreement")), the terms and conditions set forth in such Existing Agreement shall apply to the Purchase Order and the PO T&Cs shall not apply and shall have no force or effect. Commencement of Services or delivery of the Goods by Supplier shall constitute agreement to the PO T&Cs.

NOTICE OF INVOICING REQUIREMENTS

We are excited to work with you to make the world more open and connected! Please include the following information on your invoice to ensure payment:

	Information Required	Description
1	All requests for payment must be in the form of an invoice.	Pro-forma invoices, statements, past-due notifications, or other documents will not be processed for payment.
2	The bill-to name and address on the invoice must exactly match the bill-to details on the purchase order (PO).	The bill-to name and address for this PO is: Facebook, Inc. 1601 Willow Rd Menlo Park, CA 94025 United States
3	The ship-to address of where goods were delivered or services were provided.	The ship-to address for your PO is located in the "Ship To" field on the PO.
4	Supplier name and address printed on supplier letterhead.	The supplier name referenced on the invoice must match the supplier name indicated in the "Supplier" field of the PO. If the names do not match, please contact your Facebook contact who issued the PO.
5	The correct PO number.	The PO number is located in the upper right corner of the PO in the "Purchase Order Number" field. An invoice must reference only one PO number and the PO must be open.
6	The currency of the invoice must match the currency of the PO.	The currency of your PO is indicated in the "Total" field of the PO.
7	An invoice date in compliance with the service or goods provided.	Invoices dated in the future will not be accepted.
8	A unique invoice number.	Do not submit invoices with duplicate invoice numbers.
9	Invoices must be submitted to:	<ul style="list-style-type: none"> • Preferred Method: Submit On Supplier Connect • For EDI XML invoicing, please submit via Data Interchange • Email To: AP@fb.com • Mailing Address: See address on "Submit Invoice To" Field on PO
10	Must be VAT/GST compliant.	Must be compliant based on local legislative requirement to reclaim tax.

Additional Information

- Reference the full name of your contact at Facebook. Your PO requester name is located on the PO in the "requester" field.
- Reference the line item number and the line item description exactly as they appear on the PO. The line items are included in the detail section of the PO and are numbered accordingly.
- If you provide banking or remit to information on your invoice, please ensure that this information matches the information on your supplier account at Facebook.(This can be verified in "Profile" section in Supplier Connect).
- When submitting a Credit Memo, state "CREDIT MEMO" clearly on the document and reference the invoice number and purchase order number for which the credit memo applies.
- If you have any questions, please log into [Supplier Connect](#) to create a case.
- If you do not have a Supplier Connect account, please e-mail us at support@sourcetopay.facebook.com.
- Invoices submitted via e-mail must be provided in PDF format, 1 invoice per PDF. Do not submit invoices in a zip file. Do not submit password protected invoices.
- To learn more about Data Interchange and electronic invoicing, please email us at di-support@fb.com.

Sample Invoice: The below is meant to serve as an example only and does not reflect the billing details for this specific purchase order.

1 **INVOICE**

Supplier Logo Here

Supplier Name: Supplier Products, Inc.
 Supplier Address: 123 Main Street, Any Town, CA 54321
 Supplier Phone: (650) 555-5555

Sold To:		Remit To:	
Bill To Name:	Facebook, Inc.	Remit To Name:	Supplier Products, Inc.
Bill To Address:	1 Hacker Way	Remit To Address:	123 Main Street
City / State / Zip:	Menlo Park, CA 94025	City / State / Zip:	Any Town, CA 54321

Contact Information:		Ship To:	
Contact Name:	Sally Jones	Ship To Address:	1 Hacker Way
Contact Email:	sally_jones@fb.com	City / State / Zip:	Menlo Park, CA 94025

Account Number	Invoice Date	Invoice #	PO Number	Net Terms
123456	1/1/2016	111222333ABF	1235678	Net 30

PO Line #	Description	Part Number / SKU	Quantity	Unit Price	Line Total
5	Goods or Services Description	123	1	\$2,000	\$2,000
6 SUBTOTAL					\$2,000.00
Sales Tax 10%					\$ 200.00
Freight					\$ 10.00
TOTAL					\$2,210.00 USD

PURCHASE ORDER TERMS AND CONDITIONS ("PO T&Cs")

Date of Last Revision: November 5, 2021

1. DEFINITIONS

In these PO T&Cs, the following words and phrases shall have the following meanings:

Affiliate: entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control of a Party. As used herein, "control" means the power to direct the management or affairs of an entity, and "ownership" means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

Charges: the charges for the Goods, Services or Deliverables to be paid to Supplier by Facebook as set out in the Purchase Order.

Data Protection Requirements: to the extent applicable, (i) APAC Data Protection Requirements; (ii) European Data Protection Requirements; (iii) LATAM and MEA Data Protection Requirements; (iv) USA Data Protection Requirements; (v) mandatory industry rules and standards including, to the extent applicable, the Payment Card Industry Data Security Standard ("**PCI-DSS**"); and (vi) any and all other Applicable Laws related to data protection, data security, marketing, privacy, or the processing of Personal Data and as further set out in Facebook's Data Protection Requirements at <https://www.facebook.com/legal/terms/Privacy>.

Delivery Date: the date specified for delivery of the Goods, Services or Deliverables, as set out in the Purchase Order.

Delivery Location: the location specified for delivery of the Goods, as set out in the Purchase Order.

Deliverables: all documents, products and materials developed by Supplier or Supplier Parties in connection with the supply of Services under this Agreement, in any form including computer programs, data, reports and specifications (including drafts) and prototypes or samples to be delivered by Supplier or Supplier Parties.

Goods: the goods (or any part of them) to be supplied by Supplier, as described in the Purchase Order.

Intellectual Property Rights: any intellectual property right, including patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Facebook: the Facebook entity specified in the Purchase Order which may include Meta Platform, Inc. (formerly known as Facebook, Inc.) or its Affiliates.

Facebook Data: any and all data and information received, stored, collected, processed, derived, generated, or otherwise obtained or accessed by Supplier in connection with this Agreement, performance of the Services, or if applicable, access to any Sites or Systems regarding any aspect of Facebook's business, including all Personal Data and all other data or information provided or made accessible by or on behalf of any Facebook user, advertiser, business partner or content provider, and other information such as system procedures, employment practices, finances, inventions, business methodologies, trade secrets, copyrightable and patentable subject matter.

Facebook Materials: any documents, copy, data, text, trademarks, brands, logos, information, specifications, drawings, artwork, equipment and materials (including any primary or secondary packaging) supplied by (or on behalf of) Facebook to Supplier.

Milestones: any agreed date by which any Deliverable or any aspect of the Services shall be completed as set out in the Purchase Order (or as agreed otherwise in writing by Facebook) as part of the Services.

Purchase Order: the purchase order for the supply of Goods, Services or Deliverables which incorporates the PO T&Cs by this reference.

Party or Parties: Supplier and Facebook are each a Party and together the Parties under the PO T&Cs.

Personal Data: personal data or personally identifiable information as defined in Data Protection Requirements processed by Supplier in connection with this Agreement.

Services: the services, including without limitation any Deliverables, to be provided by Supplier (including any Supplier Parties) under this Agreement, as set out in the Purchase Order.

Site: any Facebook facility or location.

Supplier: the supplier entity specified in the Purchase Order.

Supplier Parties: any employees, contractors, contingent workers, consultants, agents or sub-contractors (or any employees or consultants of the same) engaged or employed by Supplier to provide the Goods, Services or Deliverables or any part of the Goods, Services or Deliverables in connection with the terms and conditions of this Agreement and as further specified in 19.4.

Systems: Facebook's systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by or on its behalf.

2. ACCEPTANCE OF TERMS & EXCLUSION OF ALL OTHER TERMS

The Purchase Order is governed by the PO T&Cs and constitutes the entire agreement between Facebook and Supplier with respect to the Goods, Services or Deliverables. The PO T&Cs supersedes all prior oral and written communications and agreements, including but not limited to "shrink wrap" or "click wrap" agreement, or the terms of any Vendor quote, invoice or other business forms offered by Supplier that are associated with the Goods, Services or Deliverables, and any such terms shall be consider null and void.

Notwithstanding the foregoing, if the Facebook entity specified in this Purchase Order or its affiliates and the Supplier entity specified in this Purchase Order have signed a separate written agreement which: (i) is in effect at the time of purchase of the same or similar Goods, Services or Deliverables specified in the Purchase Order; or (ii) such separate written agreement is otherwise reasonably applicable to the Goods, Services or Deliverables specified or ordered by Facebook in the Purchase Order (either of the foregoing hereinafter an ("**Existing Agreement**"), the terms and conditions set forth in such Existing Agreement shall apply to the Purchase Order and the PO T&Cs shall not apply and shall have no force or effect.

Commencement of Services or delivery of the Goods by Supplier shall constitute agreement to the PO T&Cs. In the event of any conflict or inconsistency between these PO T&Cs and the Purchase Order, the PO T&Cs shall prevail. The Purchase Order and the PO T&Cs form the "**Agreement**".

3. SUPPLY OF GOODS & SERVICES

3.1 Supplier shall provide the Goods, Services or Deliverables to Facebook (and its Affiliates, as applicable), in accordance with **the description in the Purchase Order** and these PO T&Cs.

3.2 Supplier warrants and represents that the Goods, Services or Deliverables supplied to Facebook under this Agreement shall correspond with their description, be of satisfactory quality, be fit for purpose, be free from defects in design, materials and workmanship and comply with any relevant regulatory requirements.

3.3 In providing the Goods, Services or Deliverables, Supplier shall:

- (a) co-operate with Facebook in all matters relating to the Goods and Services, and comply with all instructions of Facebook;
- (b) provide all reasonable assistance, co-operation and information as Facebook may require from time to time in relation to this Agreement;
- (c) comply with the standards on social, environmental and ethical issues set forth in the Responsible Business Alliance Code of Conduct; and
- (d) use Supplier Parties who are suitably skilled, qualified and experienced to perform tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with this Agreement.

3.4 Except as otherwise expressly provided in this Agreement, Supplier shall be responsible, at its sole cost and expense, for procuring, obtaining and making available, all such facilities, resources, personnel, information and materials necessary or appropriate to effectively and properly provide the Goods, Services or Deliverables.

3.5 The Parties acknowledge and agree that time shall be of the essence in the provision of the Goods or the performance of the Services or Deliverables in accordance with the applicable Milestones or Delivery Dates and any other agreed timetable.

3.6 Supplier shall promptly notify Facebook in writing if it becomes aware of anything which may have a material adverse effect on the ability of Supplier (or any Supplier Parties) to comply with the terms of this Agreement, including but not limited to its provision of the Goods or performance of the Services .

4. Delivery, Acceptance & Defective Goods

Delivery and Packing

4.1 Facebook shall have the right to inspect and test the Goods at any time before delivery.

4.2 Supplier shall deliver the Goods to the Delivery Location on the Delivery Date in accordance with DDP Incoterms 2020, unless otherwise agreed in writing. All customs, duties, costs, taxes, insurance premiums, storage, crating and other expenses relating to such transportation and delivery shall be paid solely by Supplier.

4.3 Supplier shall immediately notify Facebook in the event that: (i) Supplier is unable to meet the Delivery Date, or (ii) Supplier's timely performance under this Agreement is or is likely to be delayed, in whole or in part, and Supplier shall provide Facebook with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by Facebook of any of Supplier's obligations hereunder.

4.4 If the Goods are not delivered, in whole or in part, on the Delivery Date, then, without limiting any other right or remedy Facebook may have, Facebook may:

- (a) refuse to accept any early or subsequent attempted delivery of the Goods;
- (b) terminate the Purchase Order with immediate effect;
- (c) be entitled to a refund of any Charges paid to Supplier in connection with the Goods; or
- (d) claim damages for any other costs, expenses or losses resulting from Supplier's failure to deliver the Goods on the Delivery Date.

4.5 If Facebook fails to accept delivery of the Goods on the specified Delivery Date then, except where such failure or delay is caused by Supplier's failure to comply with Supplier's obligations under this Agreement, Supplier shall store the Goods until actual delivery takes place.

4.6 Supplier shall preserve, pack, package, and handle the Goods to protect them from loss or damage and in accordance with best commercial practice and Facebook's written instructions. An itemized packing list with the product numbers, description and quantity of each item shipped, weight, the date of shipment and a copy of the invoice must be attached to, or otherwise included with, the Goods or Deliverables. Title and risk of loss will transfer from Supplier to Facebook at the Delivery Location. When Supplier is responsible for exporting or importing Goods or Deliverables, Supplier will obtain all authorizations and permits necessary to fulfil all applicable governments' requirements for Goods or Deliverables shipment. Upon Facebook's request, Supplier will provide Facebook with any information Facebook reasonably requests regarding Goods or Deliverables importation, exportation, or distribution. Supplier represents and warrants that the Goods or Deliverables or activities conducted under this Agreement are not prohibited by applicable economic sanctions or trade restrictions.

Acceptance and Defective Goods

4.7 Facebook shall not be deemed to have accepted any Goods until Facebook have had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

4.8 If any Goods or Deliverables delivered to Facebook do not comply with Section 3.2, constitute over shipments or early shipments by Supplier, or are not in conformity with the warranties or this Agreement, then, without limiting any other right or remedy that Facebook may have, Facebook may at its sole discretion reject those Goods and:

- (a) terminate the Purchase Order with immediate effect;
- (b) return such Goods to Supplier within sixty (60) days of receipt at Supplier's risk and expense on the basis that a full refund for the Goods so returned shall be paid promptly by Supplier; or
- (c) give Supplier the opportunity, at Supplier's risk and expense, to supply replacement Goods, and, in each case, claim damages for any costs, expenses or losses resulting from Supplier's delivery of Goods that are not in conformity with the terms

of this Agreement.

4.9 The terms of this Agreement shall apply to any repaired or replacement Goods supplied by Supplier.

4.10 If Facebook elects to receive replacement Goods under Section 4.8(c) and Supplier fails to promptly replace the rejected Goods, Facebook may without affecting Facebook's rights under this Agreement: (a) rescind the Purchase Order or return the Goods in accordance with Section 4.8(b); or (b) obtain substitute products from a third party supplier; or (c) have the rejected Goods repaired by a third party, and Supplier shall promptly reimburse Facebook for the costs it incurs in doing so.

5. CHANGES

5.1 Facebook may, at any time prior to supply of the Goods or provision of the Services (as applicable), by a written request (including via email) suspend its purchase of the Goods, Services or Deliverables or make changes as necessary or desirable to any terms set out in the Purchase Order, including without limitation to any applicable drawings, designs, or specifications and the method of shipment or packing.

5.2 If such a change by Facebook causes an increase in the Charges or the timing required for Supplier's performance, and Supplier immediately notifies Facebook in writing of such increase, then any difference in the pricing or timing of delivery of Goods, Services or Deliverables resulting from such changes shall be approved in writing by Facebook before such Goods, Services or Deliverables are provided or performed.

6. CHARGES AND PAYMENT

6.1 Facebook shall pay the Charges set out in the Purchase Order in accordance with this Section 6.

6.2 Supplier shall assign a purchase order number ("Purchase Order Number") specified in the Purchase Order. Each Party shall use the relevant Purchase Order Number in all subsequent correspondence relating to the Purchase Order.

6.3 The Charges for the Goods, Services or Deliverables shall be fully inclusive of any expenses incurred by Supplier in connection with the supply of Goods, Services or Deliverables, and the cost of any materials or services used by Supplier for the supply of the Goods, Services or Deliverables (or any Deliverable).

Supplier shall pay, without charge to Facebook, any federal, state, or local tax or other government charge or assessment relating to the Goods, Services or Deliverables and no other fees, costs, or expenses in addition to the Charges shall be payable by Facebook except with the prior written approval of Facebook.

6.4 Each invoice shall include the relevant Purchase Order Number. Unless otherwise agreed in writing between the Parties, all undisputed Charges due under this Agreement shall be paid to Supplier in the currency stated on the Purchase Order not later than the Payment Terms stated on the Purchase Order following the latest of (i) the Delivery Date, (ii) the date of Facebook's acceptance of all of the Goods, Services or Deliverables hereunder, or (iii) Facebook's receipt of a properly prepared invoice and certifications of conformance of the Goods, Services or Deliverables to the specifications, as applicable. Supplier shall pay, without charge to Facebook, any federal, state, or local tax or other government charge or assessment relating to the production, sale, or shipment of any of the goods hereunder, unless expressly otherwise provided in an exhibit attached hereto.

6.5 If Facebook disputes any invoice or other statement of monies due, Facebook shall notify Supplier in writing. The Parties shall negotiate to attempt to resolve the dispute promptly. Supplier shall provide all such evidence as Facebook may reasonably request to verify the disputed invoice or request for payment. Supplier's obligations to supply the Goods, Services or Deliverables shall not be affected by any payment dispute.

6.6 Facebook may, without limiting its other rights or remedies, set off any amount owing to it by Supplier against any amount payable by Facebook to Supplier under this Agreement or any other agreement.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 To the fullest extent permitted by law, all Deliverables and all Intellectual Property Rights contained therein will be the sole and exclusive property of Facebook.

7.2 Supplier hereby assigns to Facebook such Deliverables and all Intellectual Property Rights contained therein (whether existing now or in the future). If such Deliverables and Intellectual Property Rights cannot be assigned under applicable law (for whatever reason), Supplier

hereby grants an exclusive, irrevocable, perpetual, royalty-free, worldwide, sub-licensable license to Facebook and its Affiliates to use, make, sell, execute, reproduce, modify, adapt, display, perform, distribute, make derivative works of, export, disclose and otherwise disseminate or transfer any and otherwise exercise all rights in connection with such Deliverables and Intellectual Property Rights, including any materials which are necessary to use or otherwise exercise any rights with respect to any Deliverable.

7.3 Supplier shall provide all necessary assistance to Facebook in connection with perfecting Facebook's rights and interests under this Section 7. All royalties or other charges for Intellectual Property Rights to be used in the Goods, Services or Deliverables shall be considered included in the Charges specified in the Purchase Order.

8. DATA PROTECTION

8.1 To the extent that, in connection with this Agreement: (a) Facebook (or its Affiliates) shares any Personal Data with Supplier; or (b) Supplier shares any Personal Data with Facebook (or its Affiliates), in each case: (i) Supplier will collect, access, maintain, use, process, and transfer Personal Data it receives from Facebook (or its Affiliates) solely for the purpose of meeting Supplier's obligations under this Agreement; (ii) Supplier shall comply with all requirements set forth in these PO T&Cs as well as the Data Protection Requirements set out at <http://www.facebook.com/legal/terms/Privacy> (or a successor location) which are hereby incorporated by reference into this Agreement. For the purposes of enforcing the provisions of the applicable Data Protection Requirements (1) Facebook Ireland Limited will be a Party to this Agreement and the Facebook data controller for personal data in the United Kingdom and EU member states; and (2) Meta Platforms, Inc. will be a Party to this Agreement and the Facebook data controller for personal data outside of the United Kingdom and EU member states.

8.2 Notwithstanding anything to the contrary in this Agreement, to the extent any term in the applicable Data Protection Requirements conflict or are inconsistent with this Agreement then the conflicting term that is more protective of Personal Data shall apply.

9. SECURITY AND PRIVACY

9.1 If Supplier or Supplier Parties are granted access to any Site or Systems, then such access is subject to Supplier's and Supplier Parties' compliance with all then-current Facebook policies. Any access to any Sites or Systems is strictly for the purpose of Supplier's performance of its obligations under this Agreement.

9.2 Supplier warrants and represents that Supplier and its Supplier Parties will perform all necessary security clearances and background checks prior to the personnel of Supplier or Supplier Parties engaging with Facebook and ensure the personnel are not restricted by any applicable government authority.

9.3 Supplier warrants and represents that Supplier and its Supplier Parties shall:

- (a) establish and maintain an environment that meets the highest standards of industry practice to safeguard Confidential Information (defined in Section 12) and Facebook Data with the appropriate administrative, physical, organizational and technical safeguards that protect against the unauthorized or unlawful collection, destruction, loss, access, use, storage, alteration or disclosure of such Confidential Information and Facebook Data;
- (b) not collect, access, utilize, process, store, copy, modify, create derivative works of, or disclose any Facebook Data or Confidential Information;
- (c) only use, and retain the Confidential Information and Facebook Data solely for and at the direction of Facebook and for the purposes of providing any Goods, Services or Deliverables specified in the Purchase Order (the "Purpose"), and for no other individual or entity and for no other purpose, and
- (d) unless required by law, shall securely delete all Facebook Data (including any Personal Data) as soon as such Facebook Data is no longer needed for the Purpose.

Supplier shall notify Facebook at vendor-incident@fb.com in writing immediately (and in any event, (i) no later than forty-eight (48) hours) or (ii) in accordance with the applicable Data Protection Requirements, whichever is shorter) following the discovery of any incident that involves or reasonably may involve the accidental or unlawful collection, destruction, unauthorized access to, use, alteration, disclosure, processing, or loss of any Facebook Data or Personal Data or any other suspected breach or compromise of the security, confidentiality or integrity of any Facebook Data or Personal Data ("Security Incident"). Supplier shall provide to Facebook any and all information relating to such Security Incident and assistance Facebook requires to enable it to discharge its obligations under Data Protection Requirements including all information required to be notified to any supervisory authority pursuant to applicable Data Protection Requirements. Unless required by Data Protection Requirements, Supplier shall not notify or make any statement (or provide any documents) to any third party (including but not limited to the media, suppliers, consumers, relevant regulators and supervisory authorities and individuals affected by a Security Incident) about such Security Incident without the prior written approval of Facebook. Where Supplier is legally required to make a statement (or provide any documents) without the approval of Facebook, Supplier shall promptly provide to Facebook a copy of any such statements or documents unless prohibited by applicable law.

10. WARRANTIES

10.1 Each Party represents, warrants and undertakes that it has capacity to enter into this Agreement and to grant the rights and licenses it purports to grant under this Agreement.

10.2 In addition to the other warranties specified in this Agreement, Supplier represents, warrants and undertakes to Facebook that:

- (a) Facebook's receipt and use (including any use by Facebook Affiliates, if applicable) of the Goods, Services or Deliverables in accordance with the terms of this Agreement will not infringe the Intellectual Property Rights of, nor any duty of confidentiality owed to, any third party;
- (b) it will at all times provide the Goods or perform Services (Including with all due skill and care, in accordance with best industry standards and to the standard as would be expected of a professional and experienced provider of such Goods, Services or Deliverables);
- (c) all Goods will conform to the applicable specifications or descriptions in the Purchase Order and its associated documentation and be free from errors, defects and non-conformities for two (2) years after Facebook's receipt of the Goods;
- (d) it will not do or omit to do anything which may cause Facebook to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business;
- (e) it will not do anything to adversely affect the name, brand, trading image, reputation or business of Facebook or its Affiliates;
- (f) any Deliverables do not and will not contain any open source software unless Supplier provides a complete list of the open source software, the applicable licenses and brief description of the use of the open source software, and Facebook has pre-approved in writing each use of the open source software;
- (g) the Goods or Deliverables shall be new, unused, undamaged, free of any viruses, malware, or other harmful or malicious code;
- (h) the Goods or Deliverables shall not include disabling devices, time-out devices, counter devices and devices intended to collect data regarding usage or related statistics without the prior written authorization of Facebook;
- (i) it will, to the extent it is contractually permitted to do so, provide to Facebook the benefits of manufacturers' or suppliers' warranties and guarantees for material or equipment incorporated into the Goods, Services or Deliverables, and will perform its responsibilities so that such warranties or guarantees remain in full effect; and
- (j) it will at all times have and maintain all necessary licenses, authorizations, permissions and consents and comply with all applicable laws in relation to the provision of the Goods, Services or Deliverables.

10.3 The provisions of this Section 10 shall survive any performance, acceptance or payment pursuant to this Agreement and shall extend to any substituted, replacement or remedial Goods, Services or Deliverables provided by Supplier.

11. INDEMNITY

11.1 Supplier shall indemnify, hold harmless and keep indemnified Facebook and its Affiliates and their respective officers, directors, employees and agents against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Facebook arising out of or in connection with any claim made against Facebook (or its Affiliates):

- (a) for actual or alleged infringement of a third party's Intellectual Property Rights or other proprietary rights arising out of, or in connection with, the supply or use of the Goods, Services or Deliverables and other products arising from the Goods, Services or Deliverables;
- (b) relating to any actual or alleged breach of any representation or warranty under these PO T&Cs by Supplier or Supplier Parties;
- (c) by a third party arising out of, or in connection with, the provision of the Goods, the Services or the Deliverables, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by Supplier, Supplier Parties or anyone operating under the instruction and direction of Supplier,

(each a "Claim")

11.2 Facebook shall give prompt written notice of a Claim and Facebook has the right (but no obligation) to participate in the defense of such Claim at its expense. In no event will Supplier settle any Claim without Facebook's prior written consent, not to be unreasonably delayed.

12. CONFIDENTIALITY AND ANNOUNCEMENTS

12.1 Supplier agrees that any and all data and information of Facebook and its Affiliates, including but not limited to designs, specifications,

business, product, technical, financial information and Facebook Data, that Supplier obtains from Facebook or has access to in the course of performing its obligations hereunder, including information relating to any Purchase Order, shall be the "**Confidential Information**" and exclusive property of Facebook or its Affiliates, as applicable.

12.2 No Confidential Information may be used by Supplier for any reason other than satisfying Supplier's obligations under this Agreement. Supplier will hold in confidence and will not use or disclose any Confidential Information without Facebook's prior written consent.

12.3 Supplier shall not disclose any Confidential Information to any person or entity other than those Supplier Parties who have a legitimate need to know the Confidential Information and are bound by confidentiality terms no less restrictive than those herein.

12.4 Supplier shall (i) not use Facebook's name, logo or trademarks, and (ii) obtain Facebook's written consent prior to any publication, presentation, press release or public announcement regarding its relationship as a supplier to Facebook.

12.5 Promptly following a request by Facebook or upon expiration or termination (for whatever reason) of the Purchase Order, Supplier will promptly securely and permanently destroy or (if requested) return Facebook's Confidential Information, and any Facebook Data in its control and all copies thereof and provide Facebook with written confirmation of the same.

13. LIABILITY

13.1 Nothing in this Agreement shall operate so as to exclude or limit the liability of either Party to the other: (a) for death or personal injury caused as a result of its negligence; (b) arising out of fraud or fraudulent misrepresentation; or (c) for any liability which cannot be excluded or limited by law.

13.2 Except for infringement by Supplier of Facebook's Intellectual Property Rights, Supplier's breach of confidentiality, security and privacy or indemnity obligations, or Supplier's breach of compliance with laws (including anti-corruption laws): (a) neither Party will be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, regardless of the form of action whether in contract, tort (including negligence), strict liability, or otherwise, even if such Party has been advised of the possibility of such damages; and (b) each Party's maximum aggregate liability under this Agreement shall be limited to the greater of the total amounts paid or payable by Facebook to Supplier under this Agreement or one million dollars (\$1,000,000). The parties agree that the above provisions fairly allocate the parties' risks and are essential elements of the basis of the bargain.

14. TERMINATION

14.1 Notwithstanding its other rights under this Agreement, Facebook may terminate this Agreement, in whole or in part, at any time, by given written notice to Supplier (including via email).

14.2 Either Party may terminate this Agreement immediately on giving written notice to the other Party if:

- (a) the other Party commits a material or persistent breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of fourteen (14) days after being notified in writing to do so; or
- (b) enters into or itself applies for, or calls meetings of members or creditors with a view to one or more of a moratorium, administration, liquidation (of any kind, including provisional), or composition or arrangement (whether under deed or otherwise) with creditors, or has any of its property subjected to one or more of appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (in each case to include similar events under the laws of other countries) or ceases or threatens to cease to carry on business.

14.3 Termination of this Agreement shall not prejudice any of the Parties' rights and remedies which have accrued as at termination.

14.4 If Facebook terminates this Agreement other than due to a breach by Supplier, Facebook will pay Supplier the undisputed fees due for the Services performed, Deliverables produced, or Goods accepted as of the date of termination or cancellation.

14.5 On termination of this Agreement for any reason: (a) each Party will cease use of the other Party's Confidential Information; and (b) Supplier shall immediately (i) deliver to Facebook all Deliverables, whether or not then complete, and return all Facebook Materials and Confidential Information; and (ii) at the option of Facebook delete or return all Personal Data.

14.6 Notwithstanding any termination of this Agreement, the provisions which by their nature are intended to survive such termination will remain in full force and effect.

15. COMPLIANCE WITH LAWS AND ANTI-CORRUPTION

15.1 Supplier, on behalf of itself and Supplier Parties, represents and warrants that it has complied and shall comply at all times with all applicable international, federal, state, local laws and ordinances now or hereafter enacted, including without limitation: (a) data protection and privacy laws; (b) employment, labour, human rights, immigration, benefits, and workers compensation laws and regulations; (c) health and safety, environmental and materials disposal; and (d) tax, customs, trade sanctions, import/export controls and laws and regulations.

15.2 Supplier, on behalf of itself and Supplier Parties, represents and warrants that it has complied and shall comply with all applicable laws, rules, and regulations relating to anti-bribery and corruption and that it has used and shall use only legitimate and ethical business practices. Supplier will not make any facilitation payments or offer or transfer anything of value, either directly or indirectly, to induce government officials to perform routine functions they are otherwise required to perform or to obtain or keep business or to secure any other improper commercial advantage.

15.3 Facebook is a federal contractor and maintains an equal opportunity/affirmative action program in accordance with applicable law. As a result, Supplier must, to the extent applicable and in accordance with applicable law, afford equal employment opportunity to all of its applicants and employees, regardless of their race, color, national origin, sex, age, religion, marital status, sexual orientation, gender identity and gender expression, protected veteran status, disability, or other basis protected by law. As a result, but only if applicable, Supplier shall abide by the requirements of 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

16. NOTICES

All notices to be given under this Agreement shall be in writing and delivered to the other Party by email at the email addresses set out in the Purchase Order and in the case of Facebook, to Legal-Notices@fb.com, attention: Facebook Legal (or such other address as may be agreed between the Parties). The Parties agree that Facebook may serve any legal proceedings arising out of or in connection with this Agreement on Supplier by email.

17. FORCE MAJEURE

Neither Party shall be liable for any default or delay in the performance of its responsibilities under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, strikes, civil disorders, quarantine restrictions, epidemics, pandemics, or any other cause beyond the reasonable control of such Party ("Force Majeure"). The time for performance for the non-defaulting Party under this Agreement will be extended as necessary, without penalty or liability to such Party, for the same period of time as the delay. However, if it appears that the Force Majeure will result in a delay in Supplier's performance of more than fourteen (14) days, Facebook may, at its option, terminate the Purchase Order immediately by written notice to Supplier.

18. INSURANCE

Supplier warrants and represents that it shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, unemployment compensation, disability, auto, errors and omissions, professional and commercial general and liability insurance), and other insurance, as required by law or common practice in Supplier's industry, whichever affords greater coverage, together with adequate coverage. Supplier shall provide Facebook certificates of insurance or evidence of coverage at Facebook's request.

19. GENERAL

19.1 This Agreement constitutes the entire agreement between the Parties and, subject to the terms in the Purchase Order, supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The relationship of Supplier and Facebook is that of independent contractor. The PO T&Cs shall be construed as if jointly drafted by both Parties.

19.2 No variation of this Agreement shall be valid unless it is in writing, has been specifically approved in writing by an attorney in Facebook's legal department and signed by or on behalf of Facebook and Supplier.

19.3 No failure or any delay by any Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy available to either Party at law or in equity.

19.4 All workers will be employed and paid as employees of Supplier and Supplier may not subcontract the Goods, Services or Deliverables (in whole or in part) to any Supplier Party without Facebook's prior written approval, which may be provided via email and which Facebook may grant or withhold in its sole discretion. Supplier will ensure that any Supplier Party (including subcontractors) it retains in connection with the performance of this Agreement, expressly agrees to all applicable Supplier obligations, compliance requirements, representations, and warranties specified in the terms and conditions in this Agreement. To the extent Supplier has received permission to subcontract Services to a Supplier Party, if such Supplier Party will interact with Government Officials, Supplier must also request and receive written approval from a Facebook Compliance employee. Any such requests should be emailed to ComplianceDD@fb.com. Prior to providing any Services, approved subcontractors may be required to complete and pass a security assessment. Supplier will remain fully liable to Facebook for its and its Supplier Parties' compliance and performance of Supplier's obligations under this Agreement and will be responsible for all acts and omissions of its Supplier Parties.

19.5 Supplier shall not, without the prior written consent of Facebook, assign, transfer or subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

19.6 Facebook may, at any time, assign, transfer or subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement.

19.7 Other than any applicable Affiliate, a person who is not a Party to this Agreement has no rights to enforce, or to enjoy the benefit of, any term of this Agreement.

19.8 Nothing in this Agreement is intended to or shall be deemed to create or imply the existence of a partnership or joint venture between the Parties nor any arrangement which would impose liability on Facebook for the acts or omissions of Supplier and vice versa. In particular, each Party acknowledges that it does not have the authority to, and agrees that it shall not, at any time without the other Party's prior written consent make or enter into any commitments on behalf of the other Party.

19.9 If any court or competent authority finds any provision (or part provision) of this Agreement to be invalid or unenforceable then such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect. The Parties agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the Parties' original commercial intentions. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any legal rights or remedies.

19.10 Records. Supplier will maintain complete and accurate records relating to the Agreement. From the effective date of the Purchase Order until five (5) years after the date of delivery of all Goods and completion of all Services, Facebook or its third-party auditor may audit Supplier's relevant records to confirm compliance with the Agreement. Supplier will promptly notify Facebook and provide Facebook with reasonably requested information if a government authority audits Supplier's business related to the Goods, Services or Deliverables.

19.11 Expenses. Unless expressly authorized in the Purchase Order, Supplier will not be entitled to be reimbursed for travel, living or other expenses. All authorized expense reimbursements shall be made in accordance with the Facebook's travel policy.

20. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the country in which Facebook or the applicable Affiliate purchasing the good or services is located. The exclusive jurisdiction and venue of any action relating to the Agreement shall be the courts located within the city or county in which Facebook or the applicable Affiliate is located and each of the Parties hereto submits itself to the exclusive jurisdiction of such courts and waives any argument relating to the convenience of forum. By way of example, if Goods, Services or Deliverables are purchased by Meta Platforms, Inc. as specified in the Purchase Order, the Agreement will be construed in accordance with the federal laws of the United States and state laws of California without regard to its principles of conflict of laws and the exclusive jurisdiction and venue shall be the Superior Court of California for the County of San Mateo or the United States District Court for the Northern District of California. Notwithstanding anything set forth in this Section or otherwise in these PO T&Cs, the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply and the Parties hereby explicitly and irrevocably disclaim and waive the application of the United Nations Convention on Contracts for the International Sale of Goods to any transaction carried out pursuant to the Purchase Order or otherwise under this Agreement and to any dispute related to this Agreement or transaction carried out thereunder.