

Filed Under Seal

EXHIBIT C

Instagram, LLC

Purchase Order

Purchase Order Number	1241822
Order Date	03-AUG-2019
Revision	1
Revision Date	09-SEP-2019
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS, AND CORRESPONDENCES RELATED TO THIS ORDER.	

Supplier: CREATURES OF HABIT
THE ADMIRALS OFFICES
MAIN GATE ROAD
THE HISTORIC DOCKYARD
CHATHAM, KENT ME4 4TZ
United Kingdom

Ship To:
Instagram, LLC
1601 Willow Road
Menlo Park, CA 94025
United States

Bill To:
Instagram, LLC
1601 Willow Road
Menlo Park, CA 94025
United States

Submit Invoice To:
ap@fb.com (preferred method)

Supplier Number		Payment Terms		Requester	
141253		Net 30		Gross, Wendy	
Freight Terms	Title Transfer Point	Shipping Method	Deliver To	Do not ship before	Ship Via

Line #	Quote #	Item	Supplier Part #	Description	Delivery Date	Qty	Unit of Measure	Unit Price (GBP)	Extended Amount (GBP)
1				Teen Mental Health Qualitative	05-AUG-19				89,380.00
Total:								89,380.00 (GBP)	

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

Notes To Supplier:

Line 1: Teen mental health qualitative
Following changes are done in the latest revision.
Teen mental health qualitative

Billing Instructions:

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

General Inquiries:

For questions, please contact us through Supplier Connect's "Get Help" feature. Your questions will be directed to the appropriate Facebook Source-to-Pay contact.

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 (unless a separate, fully executed agreement is in effect and is intended by the parties to apply to the specific transaction described in this Purchase Order).

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. An example of how to comply with each requirement is provided in the sample invoice using the corresponding number found in the left most column.

	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). If the bill-to details are not identical, the invoice will be considered defective and will be rejected for correction and resubmission.	The bill-to name and address for this PO is: Instagram, LLC 1601 Willow Road 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.
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. In addition, an invoice with a date prior to the date indicated on this purchase order will be flagged as an After the Fact (ATF), indicating that work began prior to the purchase order issuance.
8	A unique invoice number.	Do not submit invoices with duplicate invoice numbers.
9	Invoices must be submitted to:	ap@fb.com (preferred method)

Additional Information

- If your PO was issued from Facebook, Inc. or any of its subsidiaries, submit invoices through Supplier Connect.
- Invoices submitted via email must be provided in PDF format. Do not submit invoices in a zip file.
- Facebook requires that all invoices are approved by the internal Facebook contact prior to payment. Your PO contact 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.
- 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.

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								
4								
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:	2	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:	3	1 Hacker Way			
Contact Email:		sally_jones@fb.com	City / State / Zip:		Menlo Park, CA 94025			
Account Number	Invoice Date	7	Invoice #	8	PO Number	5	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

Date of Last Revision: January 14, 2014

The following terms and conditions ("Terms and Conditions"), along with any purchase order form, all attachments and exhibits attached thereto, and all specifications, drawings, notes, instructions and other written materials incorporated therein ("Purchase Order") (the Purchase Order and the Terms and Conditions are collectively, the "Order Terms"), shall govern the purchase of certain goods and/or services by Facebook, Inc. or any of its Affiliates ("Facebook") from the vendor identified on the Purchase Order ("Vendor"). The Order Terms shall constitute the entire agreement between Facebook and the Vendor with respect to the goods and/or services described therein, and supersedes all prior oral and written communications and agreements relating thereto, except where the Parties have entered into a separate written agreement that the Parties intend to prevail over the Purchase Order, in which case the Terms and Conditions shall not apply. Facebook and Vendor shall each individually be referred to as a "Party" and together as "Parties".

1. Scope

Vendor's acknowledgement of the Purchase Order or commencement of performance shall constitute Vendor's acceptance of all of, and only, the Terms and Conditions. Any documents or instruments issued or exchanged by the Parties with respect to the subject matter hereof shall be subject to and subordinated to these Terms and Conditions. Vendor acknowledges and agrees that the Order Terms contains the sole and exclusive terms for the products and/or services described in the Purchase Order and shall supersede and control over any additional, inconsistent or conflicting terms whether communicated orally or contained in a confirmation, invoice, proposal, quote, acknowledgement, release, or other written correspondence. Except as permitted in Section 7, the Parties may only amend the terms of the Order Terms by a written amendment signed by the Parties. Facebook's acceptance of the products or services delivered under the Purchase Order shall not constitute acceptance of any terms and conditions other than those contained in the Order Terms.

2. Order Placement, Shipment and Delivery

2.1. Order Placement. Orders for goods and/or services may be made under the Order Terms by Facebook or any entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control (meaning the beneficial ownership of 50% or more of the voting equity securities of the entity) with Facebook ("Affiliate"). The Facebook entity that issues a Purchase Order to Vendor shall be considered "Facebook" for all purposes of the Order Terms and the Order Terms shall be considered a two party agreement between Vendor and such entity. Each Purchase Order hereby incorporates these Terms & Conditions. Each Purchase Order includes, but is not limited to: (i) a description of the good and/or service to be purchased; (ii) the fees to be paid for the good and and/or services; (iii) the delivery destination (including without limitation to a Facebook facility or drop-shipment to a third party); and (iv) such additional terms and conditions as may be mutually agreed upon by Vendor and Facebook (or such Affiliate). Each Purchase Order shall be deemed to incorporate the applicable specifications, warranties and licenses for the good or service that are in effect on the date the Purchase Order is acknowledged by Vendor or Vendor commences performance.

2.2. Delivery. Time is of the essence. Goods and/or services shall be delivered on the exact date specified in the Purchase Order ("Delivery Date"). Vendor shall immediately notify Facebook in the event that: (i) Vendor is unable to meet the Delivery Date, or (ii) Vendor's timely performance under a Purchase Order is or is likely to be delayed, in whole or in part, and Vendor 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 Vendor's obligations hereunder. Early, partial, or deliveries in excess of the quantities specified in the Purchase Order shall require Facebook's prior written consent. If Vendor fails to deliver the goods and/or services ordered by Facebook on or before the Delivery Date, Facebook may terminate the Purchase Order. In the event of a termination of a Purchase Order under this section, Facebook shall: (i) have no further obligation under the Order Terms, and (ii) be entitled to a refund of any deposit or fees paid to Vendor. Any shipments which do not comply with the terms of the Order Terms may be held at Vendor's risk and expense including storage charges while awaiting Vendor's shipping instructions. Vendor shall not, without Facebook's prior written consent, commence to manufacture or procure any of the goods specified in the Purchase Order in advance of Vendor's normal lead time for such goods. Notice under this section may be given via email or fax.

2.3. Shipping. A packing list and copy of the invoice must be attached to, or otherwise included with, the goods supplied to Facebook at the location designated by Facebook in the Purchase Order or as otherwise directed by Facebook prior to the Delivery Date. Unless otherwise expressly agreed in writing or set forth in the Purchase Order, all goods delivered to Facebook shall be F.O.B. Facebook's ship-to address set forth in the Purchase Order without charge to Facebook for crating or storage. All customs, duties, costs, taxes, insurance premiums, and other expenses relating to such transportation and delivery shall be paid solely by Vendor. If the specified mode of transportation would not permit Vendor to meet the Delivery Date, Vendor shall ship such goods by air freight or other expedient means acceptable to Facebook, and Vendor shall pay the difference in cost of freight. Vendor must provide all information required to comply with any applicable import and export laws and regulations, including but not limited to import classification (such as Harmonized Tariff Schedule), export classification (such as Export Control Classification Number), and country of origin of all items supplied to Facebook.

3. Return

Facebook may return to Vendor, at Vendor's own risk and expense, including, without limitation, transportation and insurance charges: (i) goods that do not meet the warranties specified herein; (ii) goods which are not accepted pursuant to Section 6; and (iii) goods which constitute over-shipments or early shipments by Vendor.

4. Packing

All packaging, marking and delivery must comply with Facebook's written instructions. Vendor shall preserve, pack, package, and handle the goods to protect them from loss or damage and in accordance with good commercial practice and Facebook's specifications. Vendor shall be liable for and shall promptly refund to Facebook the amount of any loss or damage due to Vendor's failure to properly preserve, pack, package or handle such goods. Vendor shall include with each shipment of goods an itemized packing list which sets forth the number of the Purchase Order, product numbers, a description and the quantity of each of the goods shipped, weight, and the date of shipment. The Purchase Order number shall be plainly visible on every invoice, package, bill of lading, and shipping order provided by Vendor.

5. Payments

All payments due hereunder to Vendor shall be paid to Vendor in the currency stated on the Purchase Order not later than thirty (30) days following the latest of (i) the Delivery Date, (ii) the date of Facebook's acceptance of all of the goods and/or services hereunder, or (iii) Facebook's receipt of a properly prepared invoice and certifications of conformance of the goods to the specifications, as applicable. Partial payments may be made, if specifically authorized by Vendor in writing. Facebook may at any time set off any amount owed by Facebook to Vendor against any amount owed to Facebook by Vendor or any of its affiliates. Vendor 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. Inspection, Acceptance and Rejection of Goods and Services

Vendor shall carefully inspect all goods prior to shipment. Facebook may reject any portion or all of any shipment of goods that does not conform to the applicable specifications or descriptions within sixty (60) days of receipt and may return such rejected goods to Vendor for, at Facebook's sole option, replacement, refund, or credit. Facebook's payment to Vendor for goods prior to Facebook's timely rejection of such goods as non-conforming shall not be deemed as acceptance by Facebook and shall be subject to adjustment for errors, shortages, defects in the goods, or other failure of Vendor.

7. Changes

Facebook may, at any time prior to the Delivery Date, by a written request (including via email or fax) suspend its purchase of goods or services hereunder or make changes as necessary or desirable in (i) the quantities of goods or the scope of services ordered or the Delivery Date, (ii) applicable drawings, designs, and/or specifications, (iii) the method of shipment or packing, and/or (iv) the place of delivery or service location. If such a change by Facebook causes an increase in the cost of or the timing required for Vendor's performance, and Vendor immediately notifies Facebook in writing, then any difference in the pricing or timing of delivery of the goods or services resulting from such changes shall be approved in writing by Facebook before the goods are made or the services are performed. Nothing in this Section 7 is intended to excuse Vendor from performing pursuant to the Order Terms as changed or amended.

8. Ownership

To the fullest extent permitted by law, all results and proceeds of the services developed and/or delivered by Vendor (the "Deliverables") and all intellectual property rights therein will be the sole and exclusive property of Facebook and will be deemed to be a "work made for hire" (as defined in Section 101 of Title 17 of the United States Code). Accordingly, Facebook will have the irrevocable, exclusive and perpetual right to make, sell, use, execute, reproduce, modify, adapt, display, perform, distribute, make derivative works of, export, disclose and otherwise disseminate or transfer any and all rights in and to the Deliverables. If for any reason the Deliverables are not deemed "work for hire," Vendor hereby irrevocably and exclusively assigns, transfers and conveys to Facebook all right, title and interest (including all intellectual property rights therein) in and to the Deliverables to Facebook and shall provide all necessary assistance to Facebook to perfect such interest.

9. Warranty

9.1 Vendor represents and warrants that: (a) Vendor has full right and power to enter into and perform the Order Terms and its performance under the Order Terms will not conflict with any other obligation Vendor may have to any other party; (b) Vendor will perform the services in a timely, professional and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards; (c) all goods, services and Deliverables will conform to the applicable specifications or descriptions in the Purchase Order.

9.2 Vendor will provide all standard product and service warranties to Facebook, unless otherwise stated in the Purchase Order. In addition, Vendor further represents and warrants that (i) the goods and/or Deliverables shall be new, unused, undamaged, free of any viruses, Trojan horses, or other harmful or malicious code; (ii) the goods and/or Deliverables do not and will not contain any open source software unless Vendor 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; (iii) the goods and/or Deliverables to be prepared or the services to be provided under the Purchase Order do not and will not (A) infringe, misappropriate, or violate the intellectual property rights, publicity rights, rights of privacy, or other rights of any person or entity, or (B) 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; and (iv) there are no claims or liabilities for royalties, liens or any other encumbrances on the goods, Deliverables or services supplied hereunder.

9.3 Performance Remedies. Notwithstanding any acceptance by Facebook, if any of the Deliverables delivered by Vendor do not meet the warranties specified herein or otherwise applicable, Facebook has the right, at its option, to: (i) require Vendor to correct any defective or non-conforming goods or Deliverables by repair or replacement at no charge to Facebook; (ii) return any defective or non-conforming goods to Vendor at Vendor's expense and recover from Vendor all amounts paid for the applicable goods; (iii) correct the defective or non-conforming goods or Deliverables itself and charge Vendor the cost of such correction; (iv) obtain a refund from Vendor for all amounts paid for any defective or non-conforming goods or Deliverables; or (v) use the defective goods or Deliverables and require an appropriate reduction in price. Facebook's approval of Vendor's goods, services or design will not relieve Vendor of the warranties set forth herein, nor will Facebook's waiver of a requirement pertaining to any acceptance criteria, drawing or specification for one or more of the goods or Deliverables constitute a waiver of such requirements for the remaining items to be delivered hereunder unless Facebook declares otherwise in writing.

10. Termination

Facebook may terminate the Order Terms, in whole or in part, at any time, by written, telephone, fax or email notice to Vendor. Upon such termination, Vendor will, to the extent and at the times specified by Facebook, (i) stop all work under the Order Terms, (ii) place no further orders for materials to complete such work, (iii) if requested by Facebook, assign to Facebook all of Vendor's rights, title and interests under terminated subcontracts and orders, (iv) settle all claims hereunder (after obtaining Facebook's prior written approval), (v) protect all property in which Facebook has or may acquire an interest, and (vi) transfer title and make delivery to Facebook of all articles, materials, work in process, and other Deliverables held or acquired by Vendor in connection with the terminated portion of the Order Terms. If Facebook terminates the Order Terms other than due to a breach by Vendor, Facebook will pay Vendor the undisputed fees due for the services performed,

Deliverables produced or the goods accepted as of the date of termination or cancellation. Vendor shall not be entitled to any payment for lost or anticipated profits or overhead on uncompleted portions of the services or goods. Any reports, drawings or other documents prepared for Facebook prior to the effective date of such termination or cancellation shall be delivered to Facebook by Vendor prior to Facebook's release of its final payment to Vendor. Payments made under this section shall not exceed the aggregate price of the goods or services specified in the terminated portion of the Order Terms, less payments otherwise made or to be made by Facebook. Upon the occurrence of any one of the following events, Facebook shall have the unrestricted right, at its option, to cancel and terminate the Order Terms without cost or liability to Facebook: (w) Vendor's insolvency or inability to meet obligations as they become due; (x) filing of voluntary or involuntary petition of bankruptcy by or against Vendor; (y) institution of legal proceedings against Vendor by creditors or stock holders; or (z) appointment of a receiver for Vendor by any court of competent jurisdiction.

11. Confidentiality

11.1 Vendor agrees that any and all data and information of Facebook or its Affiliates, including but not limited to designs, specifications, business, product, technical and financial information, that Vendor 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. No Confidential Information may be used by Vendor for any reason other than satisfying Vendor's obligation under the Order Terms. Vendor will hold in confidence and will not use or disclose any Confidential Information without Facebook's prior written consent. Vendor shall not disclose any Confidential Information to any person or entity other than those employees of Vendor who have a legitimate need to know the Confidential Information and are bound by confidentiality terms no less restrictive than those herein. Vendor 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.

11.2 If Vendor obtains or is granted access to any: (a) Facebook and/or Facebook Affiliate facility or location (each a "Site"); and/or (b) Facebook's and/or any of its Affiliates' respective systems, networks, databases, computers, telecommunications or other information systems owned, controlled or operated by or on their respective behalf (collectively "Systems"), then such access, in all cases, is subject to Vendor's compliance with all then-current Facebook policies, including, but not limited to all security, privacy, safety, environmental, information technology, legal, and business conduct policies. Any access to any Sites and/or Systems is strictly for the purpose of Vendor's performance of the services set forth in the Purchase Order.

11.3 Vendor warrants and represents that: (a) Vendor will establish and maintain administrative, physical and technical safeguards that prevent the unauthorized access, use, storage, or disclosure of Facebook Data; (b) Vendor will establish, maintain, and comply with an information security program that shall: (i) meet best industry practice to safeguard Facebook Data; (ii) ensure compliance with applicable data security and privacy laws; (iii) protect against the destruction, loss, disclosure or alteration of Confidential Information, including Facebook Data, in the possession of Vendor or to which Vendor may have access; (iv) include all reasonable precautions with respect to the employment of and access given to Vendor employees, subcontractors or consultants, including background checks and security clearances that assign specific access privileges to individuals; and (v) include an appropriate network security program (that includes, without limitation, encryption of all sensitive or private data); (c) Vendor or its subcontractors or consultants will not, directly or indirectly, sell, rent, disclose, distribute, commercially exploit, or transfer any Facebook Data or any information that can be used to identify particular individuals to any third party for any purpose whatsoever; (d) Vendor will not collect, access, utilize, process, or store, copy, modify, create derivative works of, or disclose any Facebook Data except as specified in the applicable statement of work; and (e) Vendor will comply at all times with all Facebook privacy policies, and all applicable foreign and domestic laws, orders and regulations relating to privacy and data protection. For purposes of the Order Terms, "Facebook Data" means any and all data and information received, stored, collected, derived, generated, or otherwise obtained or accessed by Vendor in connection with the Order Terms, performance of the services, or if applicable, access to any Sites or Systems regarding any aspect of Facebook's business, including all personally identifiable information and all other data or information provided 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.

11.4 Vendor will notify Facebook immediately following the discovery of any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any Facebook Data or any other suspected breach or compromise of the security, confidentiality or integrity of any Facebook Data ("Security Incident"). Vendor agrees that it will not communicate with any third party, including but not limited to the media, vendors, consumers and affected individuals regarding any Security Incident without the express written consent and direction of Facebook.

12. Indemnification

12.1 Vendor will indemnify, defend and hold harmless Facebook, its Affiliates and their respective officers, directors, agents, employees, successors, sublicensees, and customers (collectively the "Facebook Indemnified Parties") against any and all claims, losses, liabilities, damages, expenses and costs (including attorney's fees and court costs) arising from or relating to: (i) any breach or alleged breach of any representation, warranty or other provision of the Order Terms by Vendor; (ii) the death of or bodily injury to any person or damage to property on account of the performance of the services or any alleged or actual defect in any goods or services provided hereunder, whether latent or patent, including, without limitation, improper construction or design, or failure to warn or caused by the negligence or willful misconduct of Vendor or any subcontractor, agent, employee or consultant of Vendor; (iii) all loss, liability, and damages arising from or caused directly or indirectly by any act or omission of Vendor's agents, employees, or subcontractors; (iv) violation of local, state, or federal common law, statute or regulation; and (v) all claims of infringement of any patent, trademark, copyright, or misappropriation of any trade secret, or infringement of any other intellectual property right, publicity right, or rights of privacy, arising out of or related to the goods or services delivered under the Order Terms.

12.2 All royalties or other charges for any patent, trademark, or copyright to be used in the goods, Deliverables or services shall be considered as included in the contract price. If Facebook's use of any of the goods, Deliverables or services is enjoined or, in Facebook's reasonable opinion, is likely to be enjoined as result of any such infringement or alleged infringement, Vendor agrees, at Facebook's option to (a) accept

return of the goods and/or Deliverables from Facebook and refund to Facebook the amounts paid by Facebook with respect to such goods and/or Deliverables, or (b) modify the goods and/or Deliverables so that they become non-infringing but equivalent in functionality, quality, compatibility and performance, or (c) procure for Facebook and its customers the right to continue using and distributing the goods and/or Deliverables. The foregoing obligation of Vendor does not apply with respect to any goods and/or Deliverables (I) made in accordance to Facebook's specifications, if the alleged infringement would not have occurred but for Vendor's compliance with such specifications or (II) which are modified after shipment by Facebook, if the alleged infringement would not have occurred but for such modification .

13. Insurance

Vendor shall take such steps as may be reasonably necessary to prevent personal injury or property damage during any work hereunder that may be performed by any employees, agents or subcontractors of the Vendor at Facebook's facilities. Vendor shall secure and maintain the following types of insurance coverage; (i) commercial general liability, (ii) business automobile insurance, (iii) public liability and property damage, and (iv) employer's liability and worker's compensation insurance in sufficient amounts and coverage as will protect Facebook against the aforementioned risks and against any claims.

14. LIMITED LIABILITY

TO THE EXTENT PERMITTED BY LOCAL LAW, AND NOTWITHSTANDING ANYTHING ELSE IN THE ORDER TERMS AND REGARDLESS OF WHETHER ANY REMEDY UNDER THE ORDER TERMS WOULD FAIL OF ITS ESSENTIAL PURPOSE, FACEBOOK WILL NOT BE LIABLE TO VENDOR OR TO ANY PERSONNEL, SUBCONTRACTOR OR OTHER PERSON OR ENTITY CLAIMING THROUGH VENDOR UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (REGARDLESS OF THE FORM OF ACTION) ARISING OUT OF, RESULTING FROM, OR RELATING TO THE ORDER TERMS EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES FOR (I) ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST DATA OR LOST PROFITS, (II) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNT PAID BY FACEBOOK HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE, OR (III) ANY MATTER BEYOND FACEBOOK'S REASONABLE CONTROL.

15. Compliance with Laws and Regulations

15.1 Vendor warrants that in performance of all work under the Order Terms, Vendor and its consultants and subcontractors have complied with or will comply with all applicable federal, state, local and foreign laws and ordinances governing (i) the export of goods and services, and (ii) the use and distribution of substances that are radioactive, toxic, hazardous or otherwise a danger to health, reproduction or the environment.

15.2 To the extent required by applicable law, Vendor shall comply with the following: (a) Vendor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities; (b) Vendor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans; and (c) Vendor shall also abide by the requirements of Executive Order 11246 and the requirements of 41 C.F.R. §60-1.4(a) which requires Vendor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.3 Vendor, in connection with its provision of goods and services pursuant to the Order Terms, shall refrain from: (i) offering, giving or promising, directly or indirectly, money or anything of value to any person in any manner that would constitute commercial bribery or an illegal kickback, or would otherwise violate any applicable anti-bribery law; and (ii) offering, giving or promising, directly or indirectly, money or anything of value to a Government Official or other person to influence a Government Official in his or her official capacity, induce a Government Official to do or omit to do any act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this section, "anything of value" shall include, but not be limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, or promise of future employment. "Government Official" shall mean any official or employee of any national, state, regional, provincial, city, local, tribal, or foreign government; any official or employee of any government department, agency, commission, or division; any official or employee of any state-owned or state-controlled enterprise; any official or employee of a public educational, scientific or research institution; any political party or any official or employee of a political party; any candidate for public office; any official or employee of a public international organization; any person acting on behalf of or any relatives or close family/household members of any of those listed above.

16. Applicable Laws

The Order Terms 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 Order Terms 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 or services are purchased by Facebook, Inc., the Order Terms 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. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

17. Miscellaneous

Except as provided herein, any notice, approval or consent required or permitted hereunder shall be (i) in writing; (ii) delivered by hand or by overnight courier service to the respective addresses of the Parties as set forth in the Order Terms (or such other addresses a party may

designate in writing); and (iii) effective upon actual delivery, or upon attempted delivery if receipt is refused. Notices to Facebook shall be addressed "Attn: Purchasing." If any provision of the Order Terms shall be judicially determined to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Order Terms shall otherwise remain in full force and effect and enforceable. Except as provided herein, the failure to enforce any provision herein or right or remedy on any one occasion shall not be construed as a waiver on any other occasion. The relationship of Vendor and Facebook is that of independent contractor. Except as provided herein, no term or condition of the Order Terms may be amended or deemed to be waived, except by a writing signed by both Parties that refers to the Order Terms. Notwithstanding anything in the Order Terms to the contrary, Facebook may update or change these Terms and Conditions at any time without prior notice. No right or obligation under the Order Terms (including the right to receive monies due) may be assigned by Vendor without the prior written consent of Facebook, and any purported assignment without such consent shall be void. The Order Terms shall be construed as if jointly drafted by both Parties. The rights and remedies herein provided are in addition to those available to either party at law or in equity. Sections 1, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive termination of this Purchase Order.