

CONTENT LICENSE AGREEMENT

This Content License Agreement (the “**Agreement**”) is between you and Twitter, Inc. (“**Twitter**”) and governs your use of certain user generated posts and content and the profile information about the user that generated the content (“**Content**”) made available and provided by Twitter (the “**Twitter Service**”), which may be used by you in connection with the online services you provide, which would allow users to use and access information about Twitter users and their Content (your “**Service**”). Twitter is willing to license such Content to you, subject to and in accordance with the terms and conditions of this Agreement.

You must read and accept these terms and conditions in order to access and use the Content. By accessing and using the Content, you are consenting to be bound by this Agreement. If you are agreeing to these terms on behalf of a business, you represent and warrant that you have authority to bind that business to this Agreement, and your agreement to these terms will be treated as the agreement of the business. In that event, “you” and “your” refer herein to that business. If you or your employer have entered into a separate written agreement with Twitter governing your use of the Content, then the terms and conditions of that separate agreement will prevail and govern, and any conflicting terms of this Agreement will not be given effect.

1. **Content License.** Subject to your continuous compliance with the terms and conditions of this Agreement, including the Content Use Restrictions (as described below), Twitter grants you a nonexclusive, revocable license to use the Content to:
 - (i) use, reproduce, distribute, transmit, publicly display and publicly perform the Content thereof, solely on and through your Service.
 - (ii) modify the Content in order to format it for and display it on your Service.
2. **Content Delivery.** Twitter will make the Content available to you electronically (the “**Content Feed**”).
3. **Ownership.** You expressly acknowledge that Twitter and its users own all worldwide right, title and interest in and to the Content, including all worldwide intellectual property rights therein. Any and all rights not specifically granted herein to you are reserved by Twitter.
4. **Support.** Twitter will make available its web and email based support services for the Content Feed which provides you with access to its knowledgebase archive to assist in troubleshooting and answering questions of a general nature regarding the Content Feed. You are responsible for providing all support and/or technical assistance to your end users regarding the use of your Service (including any issues related to the Content and the Content Feed). Twitter will not provide support and/or technical assistance directly to your end users.
5. **Your Obligations.**
 - (i) **Twitter Attribution.** You must include the Twitter logo, “powered by Twitter” or other mutually agreed upon attribution on any screen within your Service where Content is displayed.
 - (ii) **Restrictions.** Your license to use the Content as provided herein is expressly contingent upon your compliance at all times with the following terms and conditions (“**Content Use Restrictions**”):
 - (a) **No Modification.** Except for the purpose of exercising the rights granted by Twitter herein, you may not edit, modify or revise the Content in any manner whatsoever without first obtaining Twitter’s prior written consent thereto. You may not delete or in any manner alter (i) any copyright, trademark, and other proprietary rights notices, or (ii) the identification of the user that authored or provided the Content, that appears on the Content as delivered to you. You must reproduce all such notices and include the proper attribution of such Content to the appropriate user on all copies you make of the Content.
 - (b) **No Redistribution.** Unless expressly authorized by Twitter, you may not distribute, sublicense, lease, rent or re-syndicate the Content or the Content Feed on a stand-alone basis, or display or perform the Content anywhere except on your Service. You may not authorize any third parties to do anything that would violate these Content Use Restrictions.

- (c) **No Conflicting Uses.** You may not use the Content or Content Feed to replicate, frame or mirror the Twitter Service. Except with the prior written consent of Twitter, you may not engage, directly or indirectly, in any business activity, if such business activity conflicts with, or places you in a conflicting position to that of Twitter or the Twitter Service, or is specifically intended to purposefully divert and/or drive audience traffic away from the Twitter Service. Except as expressly authorized herein, you may not develop or instruct any third party to develop a web site that reasonably may be deemed to be competitive with the Twitter Service (for instance by duplicating Content or featuring and displaying portions of Content) unless Twitter provides written consent to you prior to the undertaking of the development and launch of such web site.
- (d) **Content Use.** You will not use the Content or Content Feed to:
- contain or promote sexually explicit, lewd and/or pornographic materials, or depictions of violent or sexual acts;
 - promote violence, hate, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - be libelous, defamatory, knowingly false or misrepresent another person;
 - harass, threaten, abuse or insult end users or any other person;
 - be unlawful or facilitate the violation of any applicable law, regulation or governmental policy; or promote illegal activities;
 - infringe upon the intellectual property rights of any third party, including the copyrights, trademarks, trade names, trade secrets or patents of such third party;
 - offer or disseminates any fraudulent goods, services, schemes or promotions, including any make-money-fast schemes, chain letters, or pyramid (ponzi) schemes;
 - violate the privacy, publicity, moral or any other right of any third party; or
 - be harmful to the Twitter Service or any end user's or other third party's systems and networks, including any transmissions which may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data or personal information.
- (e) **User Data.** You may only use the Content and Content Feed and any data resulting or provided therefrom for internal purposes only and, unless expressly authorized herein, you may not publicly release or disclose any data or usage statistics or other information (in the aggregate or otherwise) regarding the Content. You agree to and will make available to Twitter any data, usage statistics or other information (in the aggregate) regarding the access and use of the Content.
- (f) **No Interference.** You will not attempt to interfere with or disrupt the Content Feed or attempt to gain access to any systems or networks that connect thereto (except as required to access and use the Content). You may not use or access the Content or Content Feed for purposes of monitoring its or the Twitter Service's availability, performance or functionality, or for any other benchmarking or competitive purposes. You may not (or attempt to) interfere, disrupt or disable any features or functionality that is embedded or included with the Content or Content Feed.
- (iii) **Content Updates.** You must use your best efforts to maintain and make the most current Content available on your Service and will make reasonable efforts to remove and not archive or display any Content that has been removed by Twitter or an end user.
- (iv) **Compliance.** You must comply with all laws, statutes, ordinances and regulations that are applicable to your provision of Content to your end users and other activities under this Agreement. You acknowledge and agree that Twitter may monitor your use of the Content for the purpose of ensuring quality, improving Twitter products and services and confirming your compliance with the terms and conditions of this Agreement. You may not interfere with such monitoring or in any way attempt to conceal your activities hereunder.

- (v) **Representations.** You represent and warrant that you have the necessary power and authority to enter into this Agreement and to perform the obligations hereunder and to grant all of the rights granted under this Agreement.
6. **Termination.** Twitter may immediately suspend access to the Content and/or terminate this Agreement at any time, for any reason or no reason, with notice (including by email) to you. Twitter will not be liable for any costs, expenses, or damages as a result of its termination of this Agreement. Upon termination of this Agreement, you will promptly cease using the Content and will remove all Content and all copies and portions thereof, in all forms and types of media from your Service. Sections 3, and 7-10 will survive the termination of this Agreement.
7. **Disclaimer.** The Content and Content Feed are provided “AS IS” on an “AS AVAILABLE” basis without warranty or condition of any kind. Twitter disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and non-infringement, and any warranties or conditions arising out of course of dealing or usage of trade. Twitter is not responsible or liable (and makes no representation or warranty) for the accuracy, content, completeness, legality, reliability, or availability of the Content.
8. **Indemnification.** You will indemnify, defend (or settle) and hold Twitter harmless from any and all claims, damages, liabilities, actions, judgments, costs and expenses (including reasonable attorneys’ fees) brought by a third party arising out of or in connection with (i) your unauthorized use of the Content; or (ii) your breach or alleged breach of any of your obligations or representations under this Agreement.
9. **Limitation of Liability.** IN NO EVENT WILL TWITTER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING LOSS OF PROFITS, BUSINESS INTERRUPTION, OR USE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE CONTENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
10. **General.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law pertaining to conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and you hereby irrevocably consent to the personal jurisdiction and venue therein. If any action is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys’ fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. You may not assign this Agreement, in whole or in part, by operation of law or otherwise, without Twitter’s express prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party’s successors and permitted assigns. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto. The waiver of any breach of any provision of this Agreement will not constitute a waiver of any subsequent breach of the same other provisions hereof. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. This Agreement constitutes the complete and exclusive understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof.