

Appendix A

Twilio Terms of Service

These Terms of Service are effective on February 1, 2021 for all customers agreeing to these Terms of Service for the first time.

If you have previously agreed to a version of our Terms of Service before February 1, 2021, please note that these Terms of Service will be effective on March 15, 2021 and completely replace the prior version available [here](#). Please be aware that by continuing to use our services as of March 15, 2021, you are accepting these updated Terms of Service.

If you have a separate written agreement with Twilio, then these Terms of Service will not apply to you.

An overview of the updates made to these Terms of Service and our [Acceptable Use Policy](#) is available [here](#). As part of these updates, we have not changed your ability to use our services. You may continue to access your account and use our services as you always have.

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Unless you work for an organization that has a separate written agreement with us to use our services, these are the terms that apply to your use of our services. You should read them. If you don't agree to these terms, you shouldn't use our services.

Our services are generally intended for business or professional use only.

And, heads up, you should really check out Section 10 because it limits our liability to you if something goes wrong.

Also, if we get into a dispute, we'll have to figure it out in arbitration. Check out Section 14 for more details.

PLEASE REVIEW THESE TERMS CAREFULLY. ONCE ACCEPTED, THESE TERMS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT ACCEPT THESE TERMS OR CREATE AN ACCOUNT AND YOU SHOULD NOT USE THE SERVICES (AS DEFINED BELOW).

THE SERVICES ARE INTENDED FOR BUSINESS USE OR USE IN CONNECTION WITH AN INDIVIDUAL'S TRADE, CRAFT, OR PROFESSION ONLY.

IMPORTANT NOTES:

- **THESE TERMS LIMIT OUR LIABILITY TO YOU. For more details, go to Section 10.**
- **IN ADDITION, DISPUTES RELATED TO THESE TERMS OR THE SERVICES GENERALLY MUST BE RESOLVED BY A DISPUTE RESOLUTION PROCESS WHICH MAY LEAD TO BINDING ARBITRATION. For more details, go to Section 14.**

If you have any questions, you can reach Customer Support [here](#).

In these Terms of Service (referred to as these “Terms” or this “Agreement”), “we”, “us,” “our” or “Twilio” will refer collectively to Twilio Inc., a Delaware corporation, located at 375 Beale Street, Suite 300, San Francisco, CA 94105. The terms “you”, “your”, or “Customer” will refer to you. If you are creating an account in order to use the Services on behalf of an organization, then you are agreeing to these Terms for that organization and promising to us that you have the authority to bind that organization to these Terms (and, in which case, the terms “you”, “your”, or “Customer” will refer to that organization). The exception to this is if that organization has a separate written agreement with us covering the use of the Services, in which case that agreement will govern such use. Twilio or Customer may also be referred to in these Terms individually as “party” and together as “parties.” To be eligible to create an account in order to use the Services, you must review and accept these Terms.

Our services consist of any of our products and services that are used by you, including products or services ordered under an order form, or otherwise provided to you on a trial basis or free of charge.

When we refer to the “Services” in these Terms, mean all products and services that are used by you, ordered by you under an Order Form (as defined below), or provided to you on a trial basis or otherwise free of charge. Services may include products and services that provide both (a) the platform services, including access to any application programming interface (“Twilio API”) and (b) where applicable, connectivity services, that link the Services to the telecommunication providers’ networks via the Internet.

When we refer to an “Affiliate” in these Terms, we mean any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

1. Changes to These Terms

These terms might change. But we'll let you know before we make any significant changes that impact you or your use of our services. We'll let you know 30 days in advance unless we can't because of changes in laws, regulations, or carrier requirements.

If you keep using our services after these terms have changed and gone into effect, that means you have accepted those changes and they're binding on you. If you don't agree with the changed terms, you must stop using our services immediately.

We may update these Terms from time to time. We will provide you with prior written notice of any material updates at least thirty (30) days in advance of the effective date; *provided, however*, we may not be able to provide at least thirty (30) days prior written notice of material updates to these Terms that result from changes in law, regulation, or requirements from telecommunications providers.

Notice will be given in accordance with Section 13.5 (Notices). This notice will highlight the intended updates. Except as otherwise specified by us, updates will be effective upon the effective date indicated at the top of these Terms. The updated version of these Terms will supersede all prior versions.

Following such notice, your continued use of the Services on or after the effective date of the updated version of these Terms constitutes your acceptance of such updated Terms. If you do not agree to the updated version of these Terms, you must stop using the Services immediately.

2. Account Creation and Information

If you want to use our services, you need to create an account. To create an account, you need to give us some information about yourself. The information you provide must be true and kept up to date.

If you violate these terms, you are not allowed to create new accounts until you fix the violation.

To use the Services, you will be asked to create an account. As part of the account creation process, you'll be asked to provide your email address, create a password, and verify that you are a human being by providing a telephone number to which we will send you a verification code to enter into an online form. Until you create an account, your access to the Services will be limited to what is available to the general public. When creating an account, you must provide true, accurate, current, and complete information about yourself as requested during the account creation process. You must keep that information true, accurate, current, and complete after you create each account. As part of our ongoing and routine monitoring of account activity and to help us reduce the risk of fraudulent use of your account and the Services, you will initially be limited in the number of text messages you can send while we are activating your account or when you have not used an account for a period of at least six (6) months. If you breach these Terms, including, without limitation, your payment obligations in Section 6 (Fees and Payment Terms), you are strictly prohibited from creating new accounts until you remedy such breach in full.

3. Provision of the Services

We want to make our services available for you to use 24/7, but things happen that occasionally make our services unavailable. We offer service credits if our services don't meet our [service level agreement \(SLA\)](#).

You may use our APIs and published documentation with your software applications or services that your end users can use so long as you and your end users comply with these terms and our [Acceptable Use Policy](#).

3.1 Our Responsibilities. We will (a) make the Services available to you in accordance with these Terms, our [documentation](#), including any usage guides and policies for the Services contained in such documentation ("Documentation"), and any applicable ordering document between the parties that specifies mutually agreed upon rates for certain Services and other commercial terms, including any applicable minimum spend commitments ("Order Form"); (b) comply with our [Service Level Agreement](#) for the Services ("SLA") and our [Security Overview](#) for the Services, each of which may be updated from time to time; (c) provide the Services in accordance with laws applicable to our provision of the Services to our customers generally (i.e. without regard for your particular use of the Services), subject to your use of the Services in accordance with these Terms, the applicable Documentation, and any applicable Order Form(s); (d) make commercially reasonable efforts to use industry standard measures designed to scan, detect, and delete code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (e) if applicable, use trained, qualified personnel to provide the Services; and (f) use commercially reasonable efforts to provide you with applicable support for the Services as described in our [Support Terms](#).

You have the choice to use our beta offerings (e.g., services that are in alpha, beta, limited release, etc.), but you don't have to. These are not generally available, and they may have bugs or defects.

3.2 Beta Offerings. From time to time, Twilio may make Services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar Services offered by us (collectively, "Beta Offerings") available to you. You may choose to use Beta Offerings in your sole discretion. Twilio may discontinue Beta Offerings at any time, in our sole discretion, and decide not to make a Beta Offering generally available.

We can suspend our services to you for several reasons:

- (a) You or your end users violate these terms, including our [Acceptable Use Policy](#);*
- (b) You send fraudulent traffic using our services or your use of our services negatively impacts the operation of our services;*
- (c) Legal or regulatory conditions make it impractical for our services to operate;*
- (d) Your use or an end user's use threatens the security or operability of our services; or*
- (e) Your information in your account isn't true, accurate, or complete.*

We'll try to let you know if we need to suspend your account in advance if we can, but cannot guarantee this. We will also try to limit the suspension if we can.

We also won't be liable for any consequences that result from the suspension of our services.

3.3 Suspension of Services. We may suspend the Services immediately upon notice to you for cause if: (a) you or an End User (as defined below) materially breaches (or we believe that you or an End User has materially breached) any provision of these Terms, including any obligations under our [Acceptable Use Policy](#); (b) there is an unusual and material spike or increase in your use of the Services and we believe that such traffic or use is fraudulent or materially and negatively impacting the operating capability of the Services; (c) we determine that our provision of the Services is prohibited by applicable law or regulation; (d) there is any use of the Services by you or an End User that in our judgment threatens the security, integrity, or availability of the Services; or (e) information in your account is untrue, inaccurate, or incomplete. However, we will use commercially reasonable efforts under the circumstances to (x) provide you with notice and an opportunity to remedy such violation or threat prior to any such suspension; (y) where practicable, limit the suspension based on the circumstances leading to the suspension (e.g., to certain phone numbers, sub-accounts, or other subset of traffic); and (z) remove the suspension as quickly as reasonably practicable after the circumstances leading to the suspension have been resolved. If your account is blocked because you are operating in a country or region prohibited under Section 8.3 (Export Controls), you will receive notice of your account being inoperable when you attempt to log into your account in such restricted country or region.

If we suspend the Services pursuant to this Section 3.3 or Section 6.3 (Payment Terms), we will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that you may incur in connection with any such suspension.

We're always looking to innovate and make our services better, so our APIs and [SLA](#) may change over time. We will let you know in advance if any API changes aren't backwards-compatible. We may also work with you to resolve any significant negative impacts that result from the API changes that aren't backwards-compatible.

3.4 Changes to the Services. The features and functions of the Services, including the Twilio APIs and our [SLA](#), may change over time; provided, however, we will not materially decrease the overall functionality of the Services. It is your responsibility to ensure each Customer Application (as defined below) is compatible with the then-current Services. Although we try to avoid making changes to the Services that are not backwards-compatible, if any such changes become necessary, we will use reasonable efforts to let you know at least sixty (60) days prior to implementation. In the event we make a non-backwards compatible change to a Twilio API and such change materially and negatively impacts your use of the Services ("Adverse API Change"), (a) you will notify us of the Adverse API Change and (b) we may agree to work with you, in our sole discretion, to resolve or otherwise address the Adverse API Change, except where we, in our sole discretion, have determined that an Adverse API Change is required for security reasons, by telecommunications providers, or to comply with applicable law or regulation.

[4. Your Responsibilities](#)

Some "dos and don'ts" to keep in mind when using the services:

(a) You're responsible for all use of our services under your account, including your data and the software applications you develop or services you offer;

(b) You won't transfer our services, resell them, etc., except as allowed to make the services available to end users as part of the software applications or services you offer;

(c) You won't use our services in violation of these terms, our [Acceptable Use Policy](#), and any laws or regulations;

(d) You'll responsible for your end users acts, omissions, and activities;

(e) You'll prevent unauthorized access to or use of our services;

(f) You'll cooperate during information requests; and

(g) You'll comply with your promises in Section 8 (Representations, Warranties, and Disclaimer).

Twilio has no liability for any unauthorized use under your account.

You will: (a) be solely responsible for all use of the Services and Documentation under your account, including the quality and integrity of any data and other information made available to us by or for you through the use of the Services under these Terms ("Customer Data") and each software application or service that you make available to End Users that interfaces with the Services (each, a "Customer Application"); (b) not transfer, resell, lease, license, or otherwise make available the Services to third parties (except to make the Services available to End Users in connection with the use of each Customer Application as permitted under these Terms) or offer them on a standalone basis; (c) use the Services only in accordance with these Terms, our [Acceptable Use Policy](#), the applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (d) be solely responsible for all acts, omissions, and activities of anyone who accesses or otherwise uses any Customer Application ("End User"), including End Users' compliance with these Terms, the applicable Documentation, our [Acceptable Use Policy](#), and any applicable Order Form(s); (e) do your best to prevent unauthorized access to or use of the Services and notify us promptly of any such unauthorized access or use; (f) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; and (g) comply with the representations and warranties you make in Section 8 (Representations, Warranties, and Disclaimer).

We will not be liable for any loss or damage arising from unauthorized use of your account.

[5. Your Affiliates](#)

Your affiliates (namely a parent company or a subsidiary that your company controls) may not use our services under these terms. Each of your affiliates must create its own account and accept and agree to these terms individually.

Your Affiliates are not permitted to use the Services under these Terms that you accepted. Each of your Affiliates that wants to use the Services must accept these Terms individually and create its own account.

[6. Fees and Payment Terms](#)

You agree to pay the fees generated under your account. If you don't have an order form mutually agreed upon fees for certain services, then you will pay the applicable rates listed at [twilio.com/pricing](https://www.twilio.com/pricing).

If you use our services causes us to incur additional costs, fines, or penalties, we will automatically bill you for it.

6.1 Fees. You agree to pay fees in accordance with the then-current applicable rates available at [twilio.com/pricing](https://www.twilio.com/pricing), unless otherwise set forth in the applicable Order Form(s).

Additionally, we will charge you, and you will pay, in accordance with Section 6.3 (Payment Terms), any and all additional costs, fines, or penalties we incur from a governmental or regulatory body or telecommunications provider as a result of your use of the Services.

You also agree to pay all applicable taxes and communications surcharges (e.g., pass-through carrier fees). If you are exempt from paying any taxes or communications surcharges, though, please let us know and provide us with the exemption information or proof.

6.2 Taxes and Communications Surcharges

6.2.1 Taxes. All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, “Taxes”). You will pay all Taxes associated with these Terms, excluding any taxes based on our net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to us, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by us. You will provide us with proof of payment of any withheld Taxes to the appropriate authority.

6.2.2 Communications Surcharges. All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, “Communications Surcharges”). You will pay all Communications Surcharges associated with your use of the Services.

6.2.3 Exemption. If you are exempt from paying certain Taxes or Communications Surcharges, you will provide the necessary exemption information as requested by us or a valid exemption certificate issued by the appropriate authority via e-mail to taxforms@twilio.com. You will be exempt on a going-forward basis once we approve your exemption request. If the appropriate authority determines, at any time, that you are not exempt from paying any Taxes or Communications Surcharges, you will promptly pay such Taxes or Communications Surcharges to us, plus any applicable interest or penalties.

You will pay us for any services you use. If you pay by credit card, then you must make sure that you have topped your account up with sufficient funds to cover any fees you owe to us. If you do not have sufficient funds in your account to cover the fees owed to us or your credit card declines, then we may suspend our services to all of your accounts.

If we approve you for invoicing, you agree to pay the fees owed to us in US dollars, unless we agree to another currency in writing, no later than 30 days after the date of the invoice.

If you don't pay on time, then we may send you a late notice. If we don't get your payment within 10 business days after the date on the late notice, then we may charge a late fee and/or suspend our services to all of your accounts. Please pay us on time.

6.3 Payment Terms. Payment obligations are non-cancelable and fees, once paid, are non-refundable. Except as otherwise set forth in the applicable Order Form(s) and subject to Section 6.4 (Payment Disputes), you will make all of the payments due under these Terms in accordance with the following applicable payment method:

6.3.1 Credit Card Payment Terms. If you elect to pay by credit card, then you are responsible for either (a) enabling auto-recharge on your account or (b) ensuring that your account has a sufficient positive balance to cover all fees due. If, for any reason, you have a negative balance on your account or your credit card declines a charge for fees due, then we reserve the right to suspend the Services to all of your accounts.

6.3.2 Invoicing Payment Terms. If you elect to receive invoices and pay in arrears and we approve you for the same, then invoices will be sent to you via email as a PDF on a monthly basis. You will pay all of the undisputed fees under these Terms within thirty (30) days of the date of the invoice. Except as otherwise set forth in the applicable Order Form(s) or an invoice to the extent you procure the Services without an Order Form, all fees are payable in United States dollars. If you are overdue on any payment of undisputed fees and fail to pay within ten (10) business days of written notice of your overdue payment, then we may (a) assess, and you will pay, a late fee of the lesser of 1.5% per month or the maximum amount allowable by applicable law (b) suspend the Services to all of your accounts until you pay the undisputed fees due plus any late fees.

If you ever think that we charged you the wrong amount and you want to dispute it, then let us know, in writing, within 60 days of billing date for the charge in question. You have to be reasonable when disputing a charge. You must be acting in good faith and cooperating with us to resolve the dispute.

6.4 Payment Disputes. You will notify us in writing in the event you dispute any fees, Taxes, or Communications Surcharges paid or payable by you under these Terms. If you dispute any fees, Taxes, or Communications Surcharges, you must act reasonably and in good faith and will cooperate diligently with us to resolve the dispute. You will provide such notice to us within sixty (60) days of the date we bill you for such fees, Taxes, or Communications Surcharges due that are in dispute and the parties will work together to resolve the dispute promptly.

[7. Ownership, Use of Customer Data, and Confidentiality](#)

What's ours is ours, including our services, the documentation, our confidential information, and data that is generated or derived from the use or operation of our services. What's yours is yours, including your software applications or services, your confidential information, and your data.

7.1 Ownership. As between the parties, we exclusively own and reserve all right, title, and interest in and to the Services, the Documentation, our Confidential Information (as defined below), and any data, in anonymized or aggregated form that does not identify you, any End Users, or any natural person, generated or derived from the use or operation of the Services, including volumes, frequencies, bounce rates, and performance results for the Services. As between the parties, you exclusively own and reserve all right, title, and interest in and to each Customer Application, your Confidential Information, and Customer Data, subject to our rights to use and disclose Customer Data in accordance with these Terms.

We can use and disclose any data that you provide to us while using our services in order to provide you with our services and according to our promises of confidentiality in Section 7.4 (Confidentiality) and the terms of our [Data Protection Addendum](#) and [Privacy Notice](#).

We are also not responsible if anything happens to your data outside of our network.

If you do not agree with our [Data Protection Addendum](#) and [Privacy Notice](#), you must stop using our services immediately.

7.2 Our Use of Customer Data. You instruct us to use and disclose Customer Data as necessary to (a) provide the Services consistent with this Section 7.2, Section 7.4 (Confidentiality), our [Data Protection Addendum](#), and [Privacy Notice](#), including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Services, and (b) respond to any technical problems or your queries and ensure the proper working of the Services. You acknowledge that the Internet and telecommunications providers' networks are inherently insecure. Accordingly, you agree we are not liable for any changes to, interception of, or loss of Customer Data while in transit via the Internet or a telecommunications provider's network.

If you do not agree with the terms of our [Data Protection Addendum](#) or [Privacy Notice](#), you must stop using the Services immediately.

Please let us know what you think about Twilio and our services. By the way, though, if you send us feedback, we own it and can use it however we choose.

7.3 Feedback. We welcome any recommendations, suggestions, improvement or correction requests, comments, or other feedback from you or any End User about the Services (collectively, "Feedback"). Please know, however, that by submitting Feedback to us, you agree that: (a) Feedback will not be treated as your Confidential Information; (b) we may use or disclose, or choose not to use or disclose, Feedback for any purpose and in any way; (c) we own any Feedback; and (d) you and any End User are not entitled to any compensation or reimbursement of any kind from us under any circumstances for Feedback.

Neither party will tell anyone else about or use the confidential information that it got from the other party, except as agreed to in these terms.

7.4 Confidentiality.

7.4.1 Definition. "Confidential Information" means any information or data, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") to the other party ("Receiving Party") that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure, including, without limitation, any Order Form(s), Customer Data, the Documentation, security reports and attestations, audit reports, customer lists, pricing, phone numbers, concepts, processes, plans, designs and other strategies, "know how", financial, and other business and/or technical information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information which: (a) is publicly available through no breach of these Terms or fault of Receiving Party; (b) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without breach of Disclosing Party's rights; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information of Disclosing Party.

7.4.2 Use and Disclosure. Except as otherwise authorized by Disclosing Party in writing, Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside the scope of these Terms and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to its, its Affiliates', and their respective employees, legal counsel, accountants, contractors, and in our case, subcontractors (collectively, "Representatives") who have a "need to know" in order to carry

out the purpose of these Terms. Receiving Party is responsible for its Representatives' compliance with this Section 7.4. Representatives will be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 7.4. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care. Notwithstanding the foregoing, you may disclose to End Users our SOC2 or similar report, which will constitute our Confidential Information, only to an End User's employee or contract worker who has a "need to know" for such Confidential Information and is legally bound to terms of confidentiality that are at least as protective as the terms of this Section 7.4.

Either party may disclose the confidential information it got from the other party if required by a law, regulation, subpoena, or a court order, if the parties fulfill certain conditions, such as providing notice (if legally allowed) and reimbursement of legal fees.

7.4.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if so required pursuant to a regulation, law, subpoena, or court order (collectively, "*Compelled Disclosures*"), provided Receiving Party gives Disclosing Party notice of a Compelled Disclosure (to the extent legally permitted). Disclosing Party will cover Receiving Party's reasonable legal fees for preparation of witnesses, deposition, and testimony to the extent such Compelled Disclosure is in connection with a lawsuit or legal proceeding to which Disclosing Party is a party or to the extent fees are incurred in connection with reasonable assistance provided to Disclosing Party in connection with Disclosing Party's efforts to contest such Compelled Disclosure.

Money alone may not be enough to make either party whole if the other party breaks its promise of confidentiality. So, the parties can seek other remedies (like gag orders), if needed.

7.4.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 7.4 and that, in the event of an actual or threatened breach of the provisions of this Section 7.4, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

8. Representations, Warranties, and Disclaimer

You promise that you are only giving us any data for which you've given required notices and gotten required permissions, including in a manner as required by law or regulation. In addition, we will only use and disclose this data according to Section 7.2 (Our Use of Customer Data) above.

8.1 Customer Data. You represent and warrant that you have provided, and will continue to provide, adequate notices and have obtained, and will continue to obtain, the necessary permissions and consents to provide Customer Data to us for use and disclosure pursuant to Section 7.2 (Our Use of Customer Data).

We promise that our services will work the way we say they will in our documentation.

8.2 Services. We represent and warrant that the Services perform materially in accordance with the applicable Documentation. Our sole obligation, and your sole and exclusive remedy, in the event of any failure by us to comply with this Section 8.2 will be for us to, at our option, re-perform the affected Services or refund to you the fees you actually paid for the affected Services.

Both of us must follow export control and economic sanctions laws, including those of the U.S. Each party swears that it, or its organization, is not on any government sanctions lists of people and organizations that U.S. companies are not allowed to do business with.

8.3 Export Controls. Each party will comply with export control and economic sanctions laws in all applicable jurisdictions that apply directly or indirectly to the Services, including, without limitation, the United States of America. You will obtain all licenses or other authorizations required to export, re-export, or transfer the Services. Each party represents that it (and, in your case, also End Users) is not on any government prohibited/denied/unverified-party, sanctions, debarment, or exclusion list (collectively, “Sanctions Lists”). You will not export, re-export, or transfer the Services to an entity on any Sanctions List without prior U.S. government or other required government authorization. You will (a) immediately discontinue your use of the Services if you are placed on any Sanctions List and (b) remove an End User’s access to the Services if such End User becomes placed on any Sanctions List.

Except for any of our explicit warranties in this Section 8, we are offering our services “as is.” You also understand that we are not liable for anything that happens as a result of your use of our beta offerings, and we won't indemnify for them either.

8.4 DISCLAIMER. WITHOUT LIMITING A PARTY’S EXPRESS WARRANTIES AND OBLIGATIONS UNDER THESE TERMS, AND EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE SERVICES ARE PROVIDED “AS IS,” AND WE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. WE ADDITIONALLY DISCLAIM ALL WARRANTIES RELATED TO THIRD PARTY TELECOMMUNICATIONS PROVIDERS. BETA OFFERINGS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH NO WARRANTIES WHATSOEVER, AND WE WILL HAVE NO LIABILITY AND NO OBLIGATION TO INDEMNIFY FOR ANY BETA OFFERING WHATSOEVER.

9. Mutual Indemnification

If our services violate someone else’s intellectual property rights, then we will fight that fight and pay the fines, damages, and costs awarded by a court or that we approve as part of a settlement.

9.1 Indemnification by Us.

9.1.1 Scope of Indemnification. We will defend you from and against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that our provision of the Services infringes or misappropriates such third party’s intellectual property rights (“Infringement Claim”). We will indemnify you from any damages, fines or penalties imposed by a government or regulatory body, attorneys’ fees, and costs awarded against you or for settlement amounts approved by us for an Infringement Claim.

If we think our services may violate someone else’s intellectual property rights, then we may try to obtain the right for you to continue to use our services or modify our services so they are no longer infringing. If we are unable to do either, then we may terminate these terms, close your account, and refund you any unused pre-paid fees.

9.1.2 Infringement Options. If your use of the Services has become, or in our opinion is likely to become, the subject of any Infringement Claim, we may at our option and expense: (a) procure for you the right

to continue using the Services as set forth in these Terms; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate these Terms, or, if applicable, terminate the Services that are the subject of any Infringement Claim, and refund you any unused pre-paid fees.

There are limits on what we indemnify you for. We will not pay for any fines, damages, or costs for:

(a) A claim that was filed because you violated these terms;

(b) Any intellectual property infringement claim that arises from your use of our services in combination with other applications, products, or services; or

(c) Any of our services that are free of charge.

9.1.3 Limitations. We will have no liability or obligation under this Section 9.1 with respect to any Infringement Claim (a) arising out of your use of the Services in breach of these Terms; (b) arising out of the combination, operation, or use of the Services with other applications, portions of applications, products, or services where the Services would not by themselves be infringing; or (c) arising from Services for which there is no charge.

If someone comes after us for:

(a) You or your end users violation of Section 4 (Your Responsibilities) or

(b) Something related to your software applications or services, then you have to fight that fight and cover the fines, damages, or costs awarded by a court or approved by you as part of a settlement.

9.2 Indemnification by You. You will defend us, our officers, directors, employees, and Affiliates (collectively, “Twilio Indemnified Parties”) from and against any claim, demand, suit, or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of (a) your or any End Users’ breach of Section 4 (Your Responsibilities) or (b) a Customer Application, including, without limitation, any claims that a Customer Application, or your or an End User’s use of a Customer Application, infringes or misappropriates such third party’s intellectual property rights (collectively, “Customer Indemnifiable Claims”). You will indemnify us from any damages, fines or penalties imposed by a government or regulatory body, attorneys’ fees, and costs awarded against a Twilio Indemnified Party or for settlement amounts approved by you for a Customer Indemnifiable Claim.

If either party wants to be indemnified by the other for a particular claim, then the party requesting indemnification needs to do certain things – namely give notice of the claim, cooperate, and let the party providing the indemnification handle the defense or settlement of the claim. If these things are not done, then the other party may not have to provide the requested indemnification. See the legal language to the left for what is specifically required.

9.3 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party (“Indemnified Party”) will promptly notify the indemnifying party (“Indemnifying Party”) of any Infringement Claim or Customer Indemnifiable Claim (individually and collectively referred to as a “Claim”); provided, however, any failure to give such prompt notice will not relieve Indemnifying Party of its obligations under this Section 9 except to the extent that Indemnifying Party was actually and materially prejudiced by such failure; (b) Indemnifying Party will have the sole and exclusive authority to defend or settle any Claim; and (c) Indemnified Party will reasonably cooperate with

Indemnifying Party in connection with Indemnifying Party's activities under this Section 9 at Indemnifying Party's expense. Indemnified Party reserves the right, at its own expense, to participate in the defense of any Claim. Notwithstanding anything to the contrary in this Section 9, Indemnifying Party will not settle any Claims for which it has an obligation to indemnify pursuant to this Section 9 admitting liability or fault on behalf of Indemnified Party, nor create any obligation on behalf of Indemnified Party, without Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

9.4 Exclusive Remedy. This Section 9 states Indemnifying Party's sole liability to, and Indemnified Party's exclusive remedy against, the other party for any third party claims.

10. Limitation of Liability

Generally speaking, neither party owes the other party for any bad things that might indirectly result from our services or from a failure of a party to carry out its promises under these terms.

10.1 LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

Generally speaking, any direct damages either party might owe to the other party cannot be more than the amount you've paid (or should have paid) us in the previous 12-months for the specific services giving rise to the claim.

10.2 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNTS PAID OR PAYABLE BY YOU UNDER THESE TERMS FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

The only exceptions that apply to the limitations in Section 10.1 and Section 10.2 are indirect and direct damages for your violation of Section 4 (Your Responsibilities) or Section 6 (Fees and Payment Terms) or for the claims covered under Section 9 (Mutual Indemnification).

10.3 UNLIMITED LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 10.1 (LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES) AND SECTION 10.2 (LIMITATION OF LIABILITY), THE LIMITATIONS IN SECTION 10.1 AND SECTION 10.2 DO NOT APPLY TO (a) YOUR BREACH OF SECTION 4 (YOUR RESPONSIBILITIES); (b) YOUR BREACH OF SECTION 6 (FEES AND PAYMENT TERMS); OR (c) AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (MUTUAL INDEMNIFICATION).

THE PROVISIONS OF THIS SECTION 10 ALLOCATE THE RISKS PURSUANT TO THESE TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH IN THIS SECTION 10 IN DETERMINING WHETHER TO ENTER INTO OR OTHERWISE ACCEPT THESE TERMS.

11. Use of Marks

If you use our services, then we can use your company's name, logo, and description of how you use our services on our website, in earnings releases and calls, and in marketing, promotional, or other materials available to the public according to your usage guidelines that you provide to us.

You grant us the right to use your name, logo, and a description of your use case to refer to you on our website, earnings releases and calls, or marketing or promotional materials, subject to your standard trademark usage guidelines that you expressly provide to us.

12. Term, Termination, and Survival

These terms become effective on the day you accept them and create an account to use our services.

12.1 Term. These Terms, as may be updated from time to time, will commence on the date they are accepted by you and continue until terminated in accordance with Section 12.2 (Termination) ("Term").

Either party may terminate these terms for any reason 30 days after informing the other party in writing. However, if there are any order forms in effect, then these terms won't terminate until all order forms have expired or been terminated.

Termination will result in the closure of all of your accounts.

12.2 Termination.

12.2.1 For Convenience. Either party may terminate these Terms and close all of your accounts for any reason upon thirty (30) days written notice to the other party. Notwithstanding the preceding sentence, if there is an Order Form(s) in effect, then these Terms will not terminate until such Order Form(s) has expired or been terminated in accordance with its terms.

If you significantly violate these terms and don't fix the violation within 15 days of us telling you about the violation, then we may terminate these terms. Similarly, if we significantly violate these terms and don't fix the violation within 15 days of you telling us about the violation, then you may terminate these terms.

Termination will result in the closure of all of your accounts.

12.2.2 Material Breach. We, at our sole discretion, may terminate these Terms and close all of your accounts in the event you commit any material breach of these Terms and fail to remedy such material breach within fifteen (15) days after we provide written notice of such breach to you. You may also terminate these Terms in the event we commit a material breach of these Terms and fail to remedy such material breach within fifteen (15) days after providing written notice of such material breach to us.

Either party may also terminate these terms by providing the other party with written notice if the other party goes bankrupt or fails to continue its business.

Termination will result in the closure of all of your accounts.

12.2.3 Insolvency. Subject to applicable law, either party may terminate these Terms immediately and close all of your accounts by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

Some terms live on even after these terms end. That includes your payment obligations and the specific sections mentioned on the left.

12.3 Survival. Upon termination of these Terms, the terms of this Section 12.3, and the terms of the following Sections will survive (i.e. still apply): Section 3.1(b) (regarding our Security Overview), Section 6 (Fees and Payment Terms), Section 7 (Ownership, Use of Customer Data, and Confidentiality), Section 8.4 (Disclaimer), Section 9 (Mutual Indemnification), Section 10 (Limitation of Liability), Section 13 (General), and Section 14 (Dispute Resolution).

13. General

Just because we don't enforce some part of these terms against you now doesn't mean we can't enforce them against you later. If the various documents that are referred to in these terms seem to be in conflict, we explain which documents will prevail over the other ones.

13.1 No Waiver and Order of Precedence. No failure or delay by either party in exercising any right or enforcing any provision under these Terms will constitute a waiver of that right, provision, or any other provision. Any waiver must be in writing and signed by each party to be legally binding. Titles and headings of sections of these Terms are for convenience only and will not affect the construction of any provision of these Terms. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) these Terms, (3) our [Acceptable Use Policy](#), and (4) the applicable Documentation.

You cannot just transfer these terms or your obligations under these terms to someone else or another party without our permission first. We can transfer these terms or our obligations under these terms to someone else or another party without your permission.

13.2 Assignment. You will not assign, delegate, or otherwise transfer these Terms, in whole or in part, without our prior written consent. Any attempt by you to assign, delegate, or transfer these Terms will be null and void. We may assign, delegate, or otherwise transfer these Terms, in whole or in part, without your consent. Subject to this Section 13.2, these Terms will be binding on each party and each party's successors and assigns.

These terms don't create any special relationship between the parties, like an employer-employee relationship, joint venture, or a partnership. Nothing will change that. Each party will be responsible for its own employees and agents.

13.3 Relationship. Each party is an independent contractor in the performance of each and every part of these Terms. Nothing in these Terms is intended to create or will be construed as creating an employer-employee relationship or a partnership, agency, joint venture, or franchise. Each party will be solely responsible for all of its respective employees and agents and its respective labor costs and expenses arising in connection with its respective employees and agents. Each party will also be solely responsible for any and all claims, liabilities, damages, or debts of any type that may arise on account of each of its respective activities, or those of its respective employees and agents, in the performance of these Terms. Neither party has the authority to commit the other party in any way and will not attempt to do so or imply that it has the right to do so.

Except as explained in Section 14 (Dispute Resolution), if any part of these terms is not enforceable, the rest of these terms will still be enforceable.

13.4 Severability. Except as described in Section 14 (Dispute Resolution), if any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these Terms will continue in full force and effect.

If you need to notify us, you must use our headquarters' address for personal delivery or mail and send a copy to legalnotices@twilio.com. If you're notifying us by email, the notice should be sent to legalnotices@twilio.com, Attn: General Counsel.

If we need to notify you, we'll notify you via email to the email address designated in your account or via your account portal.

13.5 Notices. Any notice required or permitted to be given under these Terms to us will be given in writing to the following address by personal delivery, certified mail, return receipt requested, overnight delivery by a nationally recognized carrier or by email:

Twilio Inc.

375 Beale Street, Suite 300

San Francisco, CA 94105

Attention: General Counsel

Email: legalnotices@twilio.com

Notices given to us by personal delivery, certified mail, return receipt requested, or overnight delivery by a nationally recognized carrier will be copied to legalnotices@twilio.com, Attention: General Counsel.

Any notice required or permitted to be given under these Terms to you will be sent via email to the email address you designate in your account or provided via your account portal.

If either party can't keep its promises because something crazy happens beyond its control (think earthquake, massive power outage, war, etc.), then that doesn't count as a violation of these terms.

13.6 Force Majeure. No failure, delay, or default in performance of any obligation of a party will constitute an event of default or breach of these Terms to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil, or military authority, fire, strike, lockout, or other labor dispute, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster. The party affected by such cause will take all reasonable actions to minimize the consequences of such cause.

If you're associated with a government entity, these terms still apply to your use of our services.

13.7 Government Terms. We provide the Services, including any related software and technology, for ultimate federal government end use solely in accordance with these Terms. If you (or any End Users) are an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data, software, and manuals, is restricted by these Terms. All other use is prohibited

and no rights other than those provided in these Terms are conferred. The Services were developed fully at private expense.

Other than arbitration (see Section 14), if the parties can't agree on something and end up having a legal dispute, then California laws will apply. We definitely don't want to, but, if the parties have to go to court, then it will be in San Francisco, California. Court isn't a great option, but at least it'll be in one of the best cities in the world!

13.8 Governing Law and Venue. The enforceability and interpretation of Section 14 (Dispute Resolution) will be determined by the Federal Arbitration Act (including its procedural provisions). Apart from Section 14 (Dispute Resolution), these Terms will be governed by and interpreted in accordance with the laws of the State of California without regard to conflicts of laws and principles that would cause the laws of another jurisdiction to apply. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 14 (Dispute Resolution), any legal suit, action, or proceeding arising out of or related to these Terms or the Services will be instituted in either the state or federal courts of San Francisco, California, and each party consents to the personal jurisdiction of these courts.

This is the only set of terms that governs the parties' relationship. Any purchase order or other terms that you provide will not be binding or valid.

13.9 Entire Agreement. Except as provided in these Terms and any exhibits or attachments, applicable Order Form(s), or other terms incorporated by reference into these Terms, these Terms supersede all prior and contemporaneous proposals, statements, sales materials, presentations, or agreements, oral and written. No oral or written information or advice given by us, our agents, or our employees will create a warranty or in any way increase the scope of the warranties or obligations under these Terms. Any term or condition stated in your vendor registration form or registration portal or in any purchase order document or similar document provided by you will be construed solely as evidence of your internal business processes, and the terms and conditions contained thereon will be null and void and have no effect with regard to these Terms between the parties and be non-binding against us even if signed by us after the date you accept these Terms.

14. Dispute Resolution

Please, please, please reach out to our [Customer Support team](#) (they're amazing!) before bringing a legal case.

If our Customer Support team can't help you with a dispute, the parties will escalate the dispute internally to see if it can be resolved. If it can't, the parties agree to go to binding arbitration, again, in San Francisco, California. Arbitration means a professional arbitrator will decide how to resolve a dispute instead of a judge or a jury deciding the case.

Before bringing a formal legal case, please first try contacting our [Customer Support](#). Most disputes can be resolved that way.

14.1 Agreement to Arbitrate. If a dispute, claim, or controversy related to these Terms or the Services (collectively, "Disputes") cannot be resolved through our Customer Support team, each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute (except for Disputes set forth in Section 14.3 (Exceptions to Agreement to

Arbitrate), which may be litigated in court). If parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree to in writing, the parties may commence binding arbitration in accordance with Section 14.2 (Details on Arbitration Procedure). If either party has a Dispute about whether this Section 14.1 can be enforced or applies to a Dispute between the parties, each party agrees that the arbitrator will decide that, too. Pursuant to this Section 14.1, you understand that you are giving up the right to have a judge and/or jury resolve any Dispute arising out of or related to these Terms or the Services.

If the parties go to arbitration, then it will be arbitrated through the American Arbitration Association (AAA) with only one arbitrator (one is so much easier). And remember, the arbitrator's decision will be final and binding.

14.2 Details of Arbitration Procedure. Except for Disputes set forth in Section 14.3 (Exceptions to Agreement to Arbitrate), Disputes that have not been resolved between the parties will be submitted to binding arbitration, which will be conducted by the American Arbitration Association (AAA). You can look at AAA's rules and procedures on their website <http://www.adr.org> or you can call them at 1-800-778-7879. The arbitration will be governed by the then-current version of AAA's Commercial Arbitration Rules ("Rules") and will be held with a single arbitrator appointed in accordance with the Rules. To the extent anything described in this Section 14 conflicts with the Rules, the language of this Section 14 applies. Each party will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and to take a reasonable number of depositions. All such discovery will be in accordance with procedures approved by the arbitrator. This Section 14 does not alter in any way the statute of limitations that would apply to any Disputes asserted by either party. The arbitrator's award will be based on the evidence admitted and the substantive law of the State of California and the United States of America, as applicable, and will contain an award for each issue in Dispute. The award will provide in writing the factual findings and legal reasoning for such award. The arbitrator will not be entitled to modify these Terms. Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Any arbitration proceedings will take place in San Francisco, California.

Despite what we said above in this Section 14, there are some disputes that won't go to arbitration, but to court, like IP disputes and disputes about your violation of our [Acceptable Use Policy](#). The parties also don't have to arbitrate small claims court cases.

14.3 Exceptions to Agreement to Arbitrate. Each party agrees it will go to court to resolve Disputes relating to:

(a) either party's intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights, or patents)

or

(b) Your or an End User's breach of our [Acceptable Use Policy](#).

Also, either party can bring a Dispute in small claims court either in San Francisco, California, or the county where you live, or some other location the parties agree on, if it qualifies to be brought in that court. In addition, if either party brings a Dispute in court that should be arbitrated or either party

refuses to arbitrate a Dispute that should be arbitrated, the other party can ask a court to force the parties to go to arbitration to resolve such Dispute (i.e., compel arbitration). Either party may also ask a court to stop a court proceeding while an arbitration proceeding is ongoing.

Neither party will bring a class action suit against the other party. If, for some reason, a court decides that this Section 14.4 isn't enforceable, then this Section 14.4 will go away.

14.4 Class Action Waiver. Each party agrees that any Disputes between the parties must be brought against each other on an individual basis only. That means neither party can bring a Dispute as a plaintiff or class member in a class action, consolidated action, or representative action. An arbitrator cannot combine more than one person's or entity's Disputes into a single case and cannot preside over any consolidated class or representative proceeding. Each party agrees the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought a Dispute and cannot impact or otherwise be used to decide Disputes with other people or entities, including other Twilio customers. If a court decides that this Section 14.4 is not enforceable or valid, then this Section 14.4 will be null and void. But, the rest of these Terms will still apply.

[15. Fun](#)

Let your imagination run wild with Twilio!

You understand and acknowledge that developing software applications should be fun and easy, and by using the Services, you agree to let your imagination run wild.

[16. Additional Terms](#)

These terms apply to you if you provide data from the EEA, UK, or Switzerland.

16.1 If we process personal data from the European Economic Area (EEA), Switzerland, or the United Kingdom on your behalf, you agree to the terms of our [Data Protection Addendum](#) incorporated by reference into these Terms.

For more information about our compliance with the EU General Data Protection Regulation (GDPR), please click [here](#).

These terms apply to you if you reside in the EEA, UK, or Switzerland.

16.2 If you reside in the European Economic Area (EEA), Switzerland, or the United Kingdom, nothing in these Terms will exclude or limit the liability of either party for (i) gross negligence or intentional misconduct of such party; (ii) death or personal injury caused by such party's negligence; (iii) fraud or fraudulent misrepresentation; or (iv) any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.

These terms apply to you if you reside in Germany.

16.3 If you reside in Germany, we warrant that the Services will operate in accordance with the applicable Documentation and will materially comply with any specifications contained the applicable Documentation. The parties agree that to the extent you are entitled to any statutory warranty rights, the applicable statutory warranty period is hereby reduced to twelve (12) months and any and all further warranties are excluded.

These terms apply to you if you are a microenterprise, small enterprise, or not for profit organisation in the EEA or UK.

16.4 If you are a microenterprise, small enterprise, or not for profit organisation and Twilio provides you with the Services within the European Economic Area or United Kingdom, you have read and agree to the [European Electronic Communications Code Rights Waiver](#).

These terms apply to you if you reside in Japan.

16.5 If you reside in Japan, these Terms are hereby amended by the [Amendment to the Global Twilio Terms of Service](#), which will apply to you.

Appendix B

Amendment to the Global Twilio Terms of Service for Customers in Japan

Last Updated: March 2, 2021

1. Parties to the Global Twilio Terms of Service

Notwithstanding anything to the contrary in the preamble to the [Global Twilio Terms of Service](#) (“*Terms*”), if you are residing in Japan, the Terms and this amendment (“*Amendment*”) will be entered into between you and Twilio Japan GK, a Japanese company with a place of business at Link Square Shinjuku 16F, 5-27-5 Sendagaya, Shibuya-ku, Tokyo 151-0051, Japan, unless a particular Service requires contractually partnering with another entity (e.g., telecommunications connection services providing phone numbers in other jurisdictions). For the avoidance of doubt, “*we*”, “*us*”, “*our*” or “*Twilio*”, as used in the Terms and this Amendment, will collectively refer to Twilio Japan GK and its Affiliates. Any capitalized term used in this Amendment but not defined will have the meaning provided to it in the Terms. In the event of any conflict between the Terms and this Amendment, this Amendment will prevail.

2. Intended Use of the Services

The Services are intended for business use by corporate or business entities, and you agree that you will not use the Services for any personal or individual use.

3. Required Information & Verification Process

Depending on the Services you use, you may be required to submit copies of government-issued ID documents to us and/or complete verification processes as required under applicable laws and regulations, including, without limitation, the Act on Prevention of Transfer of Criminal Proceeds and the Telecommunications Business Act.

4. Taxes and Communications Surcharges

Taxes, as defined in Section 6.2.1 (Taxes) of the Terms, will include Japanese consumption tax. The universal service fee and the telephone relay service fee charged by telecommunication providers (e.g., carriers) will be borne by you as part of the Communications Surcharges set forth in Section 6.2.2 (Communications Surcharges) of the Terms.

5. Currency

Notwithstanding anything to the contrary in Section 6.3.2 (Invoicing Payment Terms) of the Terms, all fees are payable in Japanese Yen, except as otherwise set forth in a writing, including in an applicable Order Form(s) or an invoice to the extent you procure the Services without an Order Form.

6. Intellectual Property Rights

Any intellectual property rights vested by us under the Terms will include the rights set forth in Article 27 (Right of Adaptation) and 28 (Original Author’s Right in Derivative Works) of the Copyright Act of Japan, Act No. 48 of May 6, 1970. Further, you agree not to exercise against us or any other third parties

designated by us any moral rights you may have in any contents, including, without limitation, the Feedback that we are entitled to exploit under the Terms.

7. Contact to Emergency Services

You will not attempt to use the Services to contact or allow End Users to contact an official government-sponsored emergency telephone number (such as 110, 118, or 119) which is used to dispatch professional emergency responders ("*Emergency Services*"). You will inform End Users that (a) End Users cannot use the Services to contact Emergency Services and (b) End Users must use alternative means apart from the Services in order to contact Emergency Services. If you require or desire to provide End Users the ability to contact Emergency Services, you must provide End Users with alternative means to do so at your own risk.

8. Anti-Social Forces

You represent and warrant that you are not an Anti-Social Force (meaning here and hereinafter gangsters, right-wing groups, anti-social forces, and others equivalent thereto), and you do not have any exchange or involvement with Anti-Social Forces, such as cooperation or involvement in the maintenance, operation, or management of Anti-Social Forces through funding or other means presently and in the future.

9. Governing Law and Venue

Notwithstanding Section 13.8 (Governing Law and Venue) and Section 14 (Dispute Resolution) of the Terms, which sections will not apply to Services provided in Japan, the Terms and this Amendment will be governed by and interpreted according to the laws of Japan (including its procedural rules) without regard to conflicts of laws and principles that would cause the laws of another jurisdiction to apply. The Terms and this Amendment will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any legal suit, action or proceeding arising out of or related to the Terms, this Amendment, or the Services will be brought before the Tokyo District Court, and the parties each consent to the personal jurisdiction of these courts.

Appendix C

Acceptable Use Policy

Last Updated: January 1, 2021

This Acceptable Use Policy (“AUP”) describes rules that apply to any party (“Customer”) using any products and services (“Services”) provided by Twilio Inc. or any of its affiliates (collectively, “Twilio”) and any user of any software application or service made available by Customer that interfaces with the Services (“End User”). The examples described in this AUP are not exhaustive. Customer is responsible for its End Users’ compliance with this AUP. If Customer or any End User violates this AUP, Twilio may suspend Customer’s use of the Services. This AUP may be updated by Twilio from time to time upon reasonable notice, which may be provided via Customer’s account, e-mail, or by posting an updated version of this AUP at <https://www.twilio.com/legal/aup>.

No Inappropriate Content or Users. Do not use the Services to transmit or store any content or communications (commercial or otherwise) that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or otherwise poses a threat to the public. This prohibition includes use of the Services by a hate group or content or communications that originate from a hate group or are exploitive, abusive, or hate speech.

Prohibited Activities. Do not use the Services to engage in or encourage any activity that is illegal, deceptive, harmful, violating others’ rights, or harmful to Twilio’s business operations or reputation, including:

- **Violations of Laws.** Violating any applicable laws, regulations, or industry standards or guidance (collectively, “Applicable Laws”). This includes violating Applicable Laws requiring (a) consent be obtained prior to transmitting, recording, collecting, or monitoring data or communications or (b) compliance with opt-out requests for any data or communications.
- **Interference with the Services.** Interfering with or otherwise negatively impacting any aspect of the Services or any third-party networks that are linked to the Services.
- **Reverse Engineering.** Reverse engineering, copying, disassembling, or decompiling the Services.
- **Falsification of Identity or Origin.** Creating a false identity or any attempt to mislead others as to the identity of the sender or the origin of any data or communications.

No Service Integrity Violations. Do not violate the integrity of the Services, including:

- **Bypassing Service Limitations.** Attempting to bypass, exploit, defeat, or disable limitations or restrictions placed on the Services.
- **Security Vulnerabilities.** Finding security vulnerabilities to exploit the Services or attempting to bypass any security mechanism or filtering capabilities.
- **Disabling the Services.** Any denial of service (DoS) attack on the Services or any other conduct that attempts to disrupt, disable, or overload the Services.

- Harmful Code or Bots. Transmitting code, files, scripts, agents, or programs intended to do harm, including viruses or malware, or using automated means, such as bots, to gain access to or use the Services.
- Unauthorized Access. Attempting to gain unauthorized access to the Services.

Data Safeguards. Customer is responsible for determining whether the Services offer appropriate safeguards for Customer's use of the Services, including, but not limited to, any safeguards required by Applicable Laws, prior to transmitting or processing, or prior to permitting End Users to transmit or process, any data or communications via the Services.

Service & Country Specific Requirements. Additional requirements for specific Services, including any country specific requirements, are set forth at <https://www.twilio.com/legal/service-country-specific-terms> and apply solely to the extent Customer uses those specific Services.

Violations of this AUP, including any prohibited content or communications, may be reported to <https://www.twilio.com/help/abuse>. Customer agrees to immediately report any violation of this AUP to Twilio and provide cooperation, as requested by Twilio, to investigate and/or remedy that violation.

Appendix D

Data Protection Addendum

Last Updated: January 8, 2021

This Data Protection Addendum ("*Addendum*") supplements the agreement between Customer and Twilio into which it is incorporated by reference ("*Agreement*").

I. Introduction

1. Definitions.

. "*Applicable Data Protection Law*" refers to all laws and regulations applicable to Twilio's processing of personal data under the Agreement including, without limitation, the General Data Protection Regulation (EU 2016/679) ("*GDPR*").

. "*controller*", "*processor*", "*data subject*", "*personal data*", and "*processing*" (and "*process*") have the meanings given in accordance with Applicable Data Protection Law.

. "*Customer Account Data*" means personal data that relates to Customer's relationship with Twilio, including the names and/or contact information of individuals authorized by Customer to access Customer's account and billing information of individuals that Customer has associated with its account. Customer Account Data also includes any data Twilio may need to collect for the purpose of identity verification, or as part of its legal obligation to retain subscriber records.

. "*Customer Content*" means (a) personal data exchanged by means of use of the Services, such as text, message bodies, voice and video media, images, email bodies, email recipients, and sound, and (b) data stored on Customer's behalf such as communication logs within the Services or marketing campaign data Customer has uploaded to the SendGrid Services.

. "*Customer Data*" has the meaning given in the Agreement. Customer Data includes Customer Account Data, Customer Usage Data, Customer Content, and Sensitive Data, as defined in this Addendum.

. "*Customer Usage Data*" means data processed by Twilio for the purposes of transmitting or exchanging Customer Content, including data used to identify the source and destination of a communication, such as (a) individual data subjects' telephone numbers, data on the location of the device generated in the context of providing the Services, and the date, time, duration and the type of communication and (b) activity logs used to identify the source of Service requests, optimize and maintain performance of the Services, and investigate and prevent system abuse.

. "*Privacy Policy*" means the then-current privacy policy for the Services available at <https://www.twilio.com/legal/privacy>.

. "*Security Controls*" means the terms set forth in the Agreement outlining Twilio's technical and organisational measures to protect Customer Data, or, if the Agreement has no such terms, then the Twilio Security Overview available at <https://www.twilio.com/legal/security-overview>.

. "*Security Incident*" means a confirmed or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data.

. "*SendGrid Services*" means the services and any application programming interface branded as "SendGrid", "Twilio SendGrid", or "Email API", enabling companies to develop, transmit, analyze, and manage email communications and other related digital communications and tools through the website at <https://www.sendgrid.com>, including all programs, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available by Twilio. The SendGrid Services excludes any Twilio Services.

. "*Sensitive Data*" means (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), financial information, banking account numbers or passwords; (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords, mother's maiden name, or date of birth; (f) criminal history; or (g) any other information or combinations of information that falls within the definition of "special categories of data" under GDPR or any other applicable law relating to privacy and data protection.

. "*Services*" means, collectively, the Twilio Services and SendGrid Services.

. "*Twilio Services*" means the products and services provided under a Twilio account that are used by Customer, ordered by Customer under an Order Form, or offered on a trial basis or otherwise free of charge. The Twilio Services generally consist of: (a) platform services, namely access to any application programming interface branded as "Twilio" and, where applicable, and (b) connectivity services, that link the Twilio Services to the telecommunication providers' networks via the Internet. The Twilio Services excludes any SendGrid Services.

Any capitalized term used but not defined in this Addendum has the meaning provided to it in the Agreement.

II. Controller and Processor

2. Relationship of the Parties.

2.1 Twilio as a Processor. The parties acknowledge and agree that with regard to the processing of Customer Content, Customer may act either as a controller or processor and Twilio is a processor.

2.2 Twilio as a Controller of Customer Account Data. The parties acknowledge that, with regard to the processing of Customer Account Data, Customer is a controller and Twilio is an independent controller, not a joint controller with Customer.

2.3 Twilio as a Controller of Customer Usage Data. The parties acknowledge that, with regard to the processing of Customer Usage Data, Customer may act either as a controller or processor and Twilio is an independent controller, not a joint controller with Customer.

3. Purpose Limitation. Twilio will process personal data in order to provide the Services in accordance with the Agreement. Section 2.1 of Schedule 1 (Details of Processing) further specifies the duration of the processing, the nature and purpose of the processing, and the types of personal data and categories of data subjects. Twilio will process Customer Content in accordance with Customer's instructions as outlined in Section 5 (Customer Instructions). Twilio will process Customer Account Data and Customer

Usage Data in accordance with Applicable Data Protection Law and consistent with the Privacy Policy, the Agreement, and this Addendum.

4. Compliance. Customer is responsible for ensuring that (a) it has complied, and will continue to comply, with Applicable Data Protection Law in its use of the Services and its own processing of personal data and (b) it has, and will continue to have, the right to transfer, or provide access to, the personal data to Twilio for processing in accordance with the terms of the Agreement and this Addendum.

III. Twilio as a Processor - Processing Customer Content

5. Customer Instructions. Customer appoints Twilio as a processor to process Customer Content on behalf of, and in accordance with, Customer's instructions (a) as set forth in the Agreement, this Addendum, and as otherwise necessary to provide the Services to Customer (which may include investigating security incidents and preventing spam or fraudulent activity, and detecting and preventing network exploits and abuse); (b) as necessary to comply with applicable law; and (c) as otherwise agreed in writing by the parties ("*Permitted Purposes*").

5.1 Lawfulness of Instructions. Customer will ensure that its instructions comply with Applicable Data Protection Law. Customer acknowledges that Twilio is not responsible for determining which laws are applicable to Customer's business nor whether Twilio's provision of the Services meets or will meet the requirements of such laws. Customer will ensure that Twilio's processing of Customer Content, when done in accordance with Customer's instructions, will not cause Twilio to violate any applicable law, regulation, or rule, including Applicable Data Protection Law. Twilio will inform Customer if it becomes aware or reasonably believes that Customer's data processing instructions violate any applicable law, regulation, or rule, including Applicable Data Protection Law.

5.2 Additional Instructions. Additional instructions outside the scope of the Agreement, an Order Form, or this Addendum will be agreed to between the parties in writing, including any additional fees that may be payable by Customer to Twilio for carrying out those instructions.

6. Confidentiality.

6.1 Responding to Third Party Requests. In the event that any request, correspondence, enquiry or complaint from a data subject, regulatory authority, or third party is made directly to Twilio in connection with Twilio's processing of Customer Content, Twilio will promptly inform Customer and provide details of the same, to the extent legally permitted. Unless legally obligated to do so, Twilio will not respond to any such request, inquiry, or complaint without Customer's prior consent except to confirm that the request relates to Customer.

6.2 Confidentiality Obligations of Twilio Personnel. Twilio will ensure that any person it authorizes to process the Customer Content has agreed to protect personal data in accordance with Twilio's confidentiality obligations under the Agreement.

7. Sub-processing.

7.1 Sub-processors. Customer agrees that Twilio may use sub-processors to fulfill its contractual obligations under the Agreement. Where Twilio authorizes any sub-processor as described in this Section 7, Twilio agrees to impose data protection terms on any sub-processor it appoints that require it to protect the Customer Content to the standard required by Applicable Data Protection Law, such as

including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR.

7.2 General Consent for Onward Sub-processing. Customer provides a general consent for Twilio to engage onward sub-processors, conditional on the following requirements:

(a) Any onward sub-processor must agree in writing to only process data in a country that the European Commission has declared to have an “adequate” level of protection; or to only process data on terms equivalent to the Standard Contractual Clauses, or pursuant to a Binding Corporate Rules approval granted by competent European data protection authorities; and

(b) Twilio will restrict the onward sub-processor’s access to personal data only to what is strictly necessary to provide the Services, and Twilio will prohibit the sub-processor from processing the personal data for any other purpose.

7.3 Current Sub-processors and Notification of New Sub-processors. If Twilio Ireland Limited or Twilio Japan G.K. is the Twilio party to the Agreement, then Customer consents to Twilio engaging Twilio Inc. as a sub-processor, which has its primary processing facilities in the United States of America. Customer consents to Twilio engaging additional third party sub-processors to process Customer Content within the Services for the Permitted Purposes provided that Twilio maintains an up-to-date list of its sub-processors at <https://www.twilio.com/legal/sub-processors>, which contains a mechanism for Customer to subscribe to notifications of new sub-processors. If Customer subscribes to such notifications, Twilio will provide details of any change in sub-processors as soon as reasonably practicable. With respect to changes in infrastructure providers, Twilio will endeavor to give notice sixty (60) days prior to any change, but in any event will give notice no less than thirty (30) days prior to any such change. With respect to Twilio’s other sub-processors, Twilio will endeavor to give notice thirty (30) days prior to any change, but will give notice no less than ten (10) days prior to any such change.

7.4 Objection Right for new Sub-processors. Customer may object to Twilio's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is in writing and based on reasonable grounds relating to data protection. In such event, the parties agree to discuss commercial reasonable alternative solutions in good faith. If the parties cannot reach a resolution within ninety (90) days, Customer may suspend or terminate the affected service in accordance with the termination provisions of the Agreement. Such termination will be without prejudice to any fees incurred by Customer prior to suspension or termination. If no objection has been raised prior to Twilio replacing or appointing a new sub-processor, Twilio will deem Customer to have authorized the new sub-processor.

7.5 Sub-processor Liability. Twilio will remain liable for any breach of this Addendum that is caused by an act, error or omission of its sub-processors.

8. Data Subject Rights.

8.1 Twilio Services. As part of the Twilio Services, Twilio provides Customer with a number of self-service features, including the ability to delete, obtain a copy of, or restrict use of Customer Content, which may be used by Customer to assist in complying with its obligations under Applicable Data Protection Law with respect to responding to requests from data subjects via the Twilio Services at no additional cost. In

addition, upon Customer's request, Twilio will provide reasonable additional and timely assistance (at Customer's expense only if complying with the Customer's request will require Twilio to assign significant resources to that effort) to assist Customer in complying with its data protection obligations with respect to data subject rights under Applicable Data Protection Law.

8.2 SendGrid Services. Twilio will, taking into account the nature of the processing, provide reasonable assistance to Customer to the extent possible to enable Customer to respond to requests from a data subject seeking to exercise its rights under Applicable Data Protection Law with respect to Customer Content being processed via the SendGrid Services.

9. Impact Assessments and Consultations. Twilio will provide reasonable cooperation to Customer in connection with any data protection impact assessment (at Customer's expense only if such reasonable cooperation will require Twilio to assign significant resources to that effort) or consultations with regulatory authorities that may be required in accordance with Applicable Data Protection Law.

10. Return or Deletion of Customer Content. Twilio will, in accordance with Section 2 of Schedule 1 (Details of Processing), delete or return to Customer any Customer Content stored in the Services.

10.1 Extension of Addendum. Upon termination of the Agreement, Twilio may retain Customer Content in storage for the time periods set forth in Schedule 1 (Details of Processing), provided that Twilio will ensure that Customer Content is processed only as necessary for the Permitted Purposes, and Customer Content remains protected in accordance with the terms of the Agreement, this Addendum, and Applicable Data Protection Law.

10.2 Retention Required by Law. Notwithstanding anything to the contrary in this Section 10, Twilio may retain Customer Content or any portion of it if required by applicable law, provided that it remains protected in accordance with the terms of the Agreement, this Addendum, and Applicable Data Protection Law.

IV. Security and Audits

11. Security

11.1 Security Measures. Twilio has implemented and will maintain the technical and organizational measures set out in the Security Controls to protect personal data from a Security Incident. Additional information about the technical and organizational security measures involving (a) the Twilio Services are described at <https://www.twilio.com/security> and (b) the SendGrid Services are described at <https://sendgrid.com/policies/security>.

11.2 Determination of Security Requirements. Customer acknowledges that the Services include certain features and functionalities that Customer may elect to use that impact the security of the data processed by Customer's use of the Services, such as, but not limited to, encryption of voice recordings and availability of multi-factor authentication on Customer's Services account or optional TLS encryption within the SendGrid Services. Customer is responsible for reviewing the information Twilio makes available regarding its data security, including its audit reports, and making an independent determination as to whether the Services meet the Customer's requirements and legal obligations, including its obligations under Applicable Data Protection Law. Customer is further responsible for properly configuring the Services and using features and functionalities made available by Twilio to

maintain appropriate security in light of the nature of the data processed by Customer's use of the Services.

11.3 Security Incident Notification. Twilio will provide notification of a Security Incident in the following manner:

- a. Twilio will, to the extent permitted by applicable law, notify Customer without undue delay, but in no event later than seventy-two (72) hours after, Twilio's confirmation or reasonable suspicion of a Security Incident impacting Customer Data of which Twilio is a processor;
- b. Twilio will, to the extent permitted and required by applicable law, notify Customer without undue delay of any Security Incident involving Customer Data of which Twilio is a controller; and
- c. Twilio will notify the email address of Customer's account owner.

Twilio will make reasonable efforts to identify and, to the extent such Security Incident is caused by a violation of the requirements of this Addendum by Twilio, remediate the cause of such Security Incident. Twilio will provide reasonable assistance to Customer in the event that Customer is required under Applicable Data Protection Law to notify a regulatory authority or any data subjects of a Security Incident.

12. Audits. The parties acknowledge that Customer must be able to assess Twilio's compliance with its obligations under Applicable Data Protection Law and this Addendum, insofar as Twilio is acting as a processor on behalf of Customer.

12.1 Twilio's Audit Program. Twilio uses external auditors to verify the adequacy of its security measures with respect to its processing of Customer Content. Such audits are performed at least once annually at Twilio's expense by independent third party security professionals at Twilio's selection and result in the generation of a confidential audit report ("*Audit Report*"). A description of Twilio's certifications and/or standards for audit of the (a) Twilio Services can be found at <https://www.twilio.com/security>; and (b) SendGrid Services can be found at <https://sendgrid.com/policies/security>.

12.2 Customer Audit. Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Twilio will make available to Customer a copy of Twilio's most recent Audit Report. Customer agrees that any audit rights granted by Applicable Data Protection Law (including, where applicable, Article 28(3) of the GDPR or Clauses 5(f) and 12(2) of the Standard Contractual Clauses) will be satisfied by these Audit Reports. To the extent that Twilio's provision of an Audit Report does not provide sufficient information or to the extent that Customer must respond to a regulatory authority audit, Customer agrees to a mutually agreed-upon audit plan with Twilio that: (a) ensures the use of an independent third party; (b) provides notice to Twilio in a timely fashion; (c) requests access only during business hours; (d) accepts billing to Customer at Twilio's then-current rates unless Customer is on Twilio's Enterprise Edition; (e) occurs no more than once annually; (f) restricts its findings to only data relevant to Customer; and (g) obligates Customer, to the extent permitted by law, to keep confidential any information gathered that, by its nature, should be confidential.

[V. International Provisions](#)

13. Processing in the United States. Customer acknowledges that, as of the Effective Date, Twilio's primary processing facilities are in the United States of America.

14. Cross Border Data Transfer Mechanisms for Data Transfers. To the extent that Customer's use of the Services requires transfer of personal data out of the European Economic Area ("EEA"), Switzerland, or a jurisdiction set forth in Schedule 4, then Twilio will take such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

14.1 Order of Precedence. In the event that the Services are covered by more than one transfer mechanism, the transfer of personal data will be subject to a single transfer mechanism in accordance with the following order of precedence: (a) Twilio's binding corporate rules as set forth in Section 14.2 (Twilio BCRs - Twilio Services); (b) the Standard Contractual Clauses as set forth in Section 14.3 (Standard Contractual Clauses); and, if neither (a) nor (b) is applicable, then (c) other applicable data transfer mechanisms permitted by Applicable Data Protection Law.

14.2 Twilio BCRs - Twilio Services. The parties agree that Twilio will process personal data in the Twilio Services in accordance with Twilio's Binding Corporate Rules as set forth at <https://www.twilio.com/legal/binding-corporate-rules> ("Twilio BCRs"). The parties further agree that, with respect to the Twilio Services, the Twilio BCRs will be the lawful transfer mechanism of Customer Account Data, Customer Content and Customer Usage Data from the EEA, Switzerland, or the United Kingdom to Twilio in the United States, or any other non-EEA Twilio entity subject to the binding corporate rules. For avoidance of doubt, the Twilio BCRs do not apply to the SendGrid Services.

14.3 Standard Contractual Clauses. This Addendum hereby incorporates by reference (a) the Standard Contractual clauses for data controller to data processor transfers approved by the European Commission in decision 2010/87/EU, provided that Appendices 1 and 2 of the Standard Contractual Clauses shall be deemed completed as set forth in Schedule 2 to this Addendum; and (b) the Standard Contractual Clauses for data controller to data controller transfers approved by the European Commission in decision 2004/915/EC, provided that Annex B of the Standard Contractual Clauses shall be deemed completed as set forth in Schedule 3 to this Addendum. The parties further agree that the Standard Contractual Clauses will apply to personal data that is transferred via the Services from the European Economic Area, the United Kingdom, and/or Switzerland to outside the European Economic Area, the United Kingdom, and Switzerland, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission (or, in the case of transfers from the UK or Switzerland, the competent authority for the UK or Switzerland) as providing an adequate level of protection for personal data and (ii) not covered by the Twilio BCRs.

15. Jurisdiction Specific Terms. To the extent Twilio processes personal data originating from and protected by Applicable Data Protection Law in one of the jurisdictions listed in Schedule 4, then the terms specified in Schedule 4 with respect to the applicable jurisdiction(s) ("*Jurisdiction Specific Terms*") apply in addition to the terms of this Addendum. In case of any conflict or ambiguity between the Jurisdiction Specific Terms and any other terms of this Addendum, the applicable Jurisdiction Specific Terms will take precedence.

VI. Miscellaneous

16. Cooperation and Data Subject Rights. In the event that either party receives: (a) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable) or (b) any other correspondence, enquiry, or complaint received from a data subject, regulator or other third party, (collectively, "*Correspondence*") then, where such Correspondence relates to processing of Customer

Account Data or Customer Usage Data conducted by the other party, it will promptly inform such other party and the parties agree to cooperate in good faith as necessary to respond to such Correspondence and fulfill their respective obligations under Applicable Data Protection Law.

17. Sensitive Data. Customer is responsible for ensuring that suitable safeguards are in place prior to transmitting or processing, or prior to permitting Customer's end users to transmit or process, any Sensitive Data via the Services.

18. Notification Cooperation. Customer acknowledges that Twilio, as a controller, may be required by Applicable Data Protection Law to notify the regulatory authority of Security Incidents involving Customer Usage Data. If the regulatory authority requires Twilio to notify impacted data subjects with whom Twilio does not have a direct relationship (e.g., Customer's end users), Twilio will notify Customer of this requirement. Customer will provide reasonable assistance to Twilio to notify the impacted data subjects.

19. GDPR Penalties. Notwithstanding anything to the contrary in this Addendum or in the Agreement (including, without limitation, either party's indemnification obligations), neither party will be responsible for any GDPR fines issued or levied under Article 83 of the GDPR against the other party by a regulatory authority or governmental body in connection with such other party's violation of the GDPR.

20. Conflict. If there is any conflict between this Addendum and the Agreement and/or Privacy Policy, then the terms of this Addendum will control. Any claims brought in connection with this Addendum will be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

21. Failure to Perform. In the event that changes in law or regulation render performance of this Addendum impossible or commercially unreasonable, the Parties may renegotiate this Addendum in good faith. If renegotiation would not cure the impossibility, or the Parties cannot reach an agreement, the Parties may terminate the Agreement in accordance with the Agreement's termination provisions.

22. Updates. Twilio may update the terms of this Addendum from time to time; provided, however, Twilio will provide at least thirty (30) days prior written notice to Customer when an update is required as a result of (a) changes in Applicable Data Protection Law; (b) a merger, acquisition, or other similar transaction; or (c) the release of new products or services or material changes to any of the existing Services. The then-current terms of this Addendum are available at <https://www.twilio.com/legal/data-protection-addendum>.

SCHEDULE 1

DETAILS OF PROCESSING

1. Nature and Purpose of the Processing. Twilio will process personal data as necessary to provide the Services under the Agreement. Twilio does not sell Customer's personal data or Customer end users' personal data and does not share such end users' information with third parties for compensation or for those third parties' own business interests.

1.1 Customer Content. Twilio will process Customer Content in accordance with Section 5 (Customer Instructions) of this Addendum.

1.2 Customer Account Data. Twilio will process Customer Account Data as a controller (a) in order to manage the relationship with Customer; (b) carry out Twilio's core business operations, such as accounting and filing taxes; and (c) in order to detect, prevent, or investigate security incidents, fraud and other abuse and/or misuse of the Services.

1.3 Customer Usage Data. Twilio will process Customer Usage Data as a controller in order to carry out the necessary functions as a communications service provider, such as: (a) Twilio's accounting, tax, billing, audit, and compliance purposes; (b) to provide, optimize, and maintain the Services and platform and security; (c) to investigate fraud, spam, wrongful or unlawful use of the Services; and/or (d) as required by applicable law.

2. Duration of the Processing.

2.1 Customer Content.

a. Twilio Services. Prior to the termination of the Agreement, Twilio will process stored Customer Content for the Permitted Purposes until Customer elects to delete such Customer Content via the Twilio Services. Prior to the termination of the Agreement, Customer agrees that it is solely responsible for deleting Customer Content via the Twilio Services. Upon termination of the Agreement, Twilio will (i) provide Customer thirty (30) days after the termination effective date to obtain a copy of any stored Customer Content via the Twilio Services; (ii) automatically delete any stored Customer Content thirty (30) days after the termination effective date; and (iii) automatically delete any stored Customer Content on Twilio's back-up systems sixty (60) days after the termination effective date. Any Customer Content archived on Twilio's back-up systems will be securely isolated and protected from any further processing, except as otherwise required by applicable law.

b. SendGrid Services. Upon termination of the Agreement, Twilio will (i) at Customer's election, delete or return to Customer the Customer Content (including copies) stored in the SendGrid Services and (ii) automatically delete any stored Customer Content on Twilio's back-up systems one (1) year after the termination effective date.

2.2 Customer Account Data. Twilio will process Customer Account Data as long as needed to provide the Services to Customer as required for Twilio's legitimate business needs, or as required by law. Customer Account Data will be stored in accordance with the Privacy Policy.

2.3 Customer Usage Data. Upon termination of the Agreement, Twilio may retain, use, and disclose Customer Usage Data for the purposes set forth in Section 1.3 of this Schedule 1, subject to the confidentiality obligations set forth in the Agreement. Twilio will anonymize or delete Customer Usage Data when Twilio no longer requires it for the purposes set forth in Section 1.3 of this Schedule 1.

3. Categories of Data Subjects.

3.1 Customer Content. Customer's end users.

3.2 Customer Account Data. Customer's employees and individuals authorized by Customer to access Customer's Twilio account or make use of Customer's telephone number assignments received from Twilio.

3.3 Customer Usage Data. Customer's end users.

4. Type of Personal Data. Twilio processes personal data contained in Customer Account Data, Customer Content, and Customer Usage Data as defined in the Addendum.

SCHEDULE 2

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix 1.

Data exporter

The data exporter is the Customer and the user of the Services.

Data importer

The data importer is Twilio Inc, a provider of (a) business communications services that enable communications features and capabilities to be embedded into web, desktop and mobile software applications; and (b) cloud-based transactional and marketing email delivery, management and analytics services.

Data subjects

The personal data transferred concern the following categories of data subjects:

Data exporter's end-users. The data importer will receive any personal data in the form of Customer Content that the data exporter instructs it to process through its cloud communications products and services. The precise personal data that the data exporter will transfer to the data importer is necessarily determined and controlled solely by the data exporter.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Customer Content: As defined in Section 1 (Definitions) of this Addendum.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Twilio does not intentionally collect or process any special categories of data in the provision of its products or services.

However, special categories of data may from time to time be processed through the Services where the data exporter or its end users choose to include this type of data within the communications it transmits using the Services. As such, the data exporter is solely responsible for ensuring the legality of any special categories of data it or its end users choose to process using the Services.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

For the Twilio Services, the provision of programmable communication products and services, primarily offered in the form of application programming interfaces (APIs), on behalf of the data exporter,

including transmittal to or from data exporter's software application from or to the publicly-switched telephone network (PSTN) or by way of other communications networks.

For the SendGrid Services, the provision of products and services which allow the sending and delivering email communications on behalf of the data exporter to its recipients. Twilio will also provide the data exporter with analytic reports concerning the email communications it sends on the data exporter's behalf.

Storage on Twilio's network.

[APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES](#)

This Appendix 2 forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or documentation/legislation attached): See Security Controls.

[SCHEDULE 3](#)

[ANNEX B TO THE STANDARD CONTRACTUAL CLAUSES](#)

DESCRIPTION OF THE TRANSFER

This Annex B forms part of the Standard Contractual Clauses and must be completed and signed by the parties.

Data Subjects

The personal data transferred concern the following categories of data subjects:

Data exporter and data exporter's end users.

Purposes of the Transfer(s)

The transfer is made for the following purposes:

The provision of cloud communication services.

and

For provision of a portion of the Twilio Services under which data exporter adds an additional factor for verification of data exporter's end users' identity in connection with such end users' use of data exporter's software applications or services ("*2 Factor Authentication Services*").

Categories of data

The personal data transferred concern the following categories of data:

1. Personal data transferred by data exporter to data importer to provide 2 Factor Authentication Services, namely data subjects' telephone numbers and email addresses and any other personal data provided by the data exporter and/or needed for authentication purposes.
2. Customer Account Data: As defined in Section 1 (Definitions) of this Addendum.
3. Customer Usage Data: As defined in Section 1 (Definitions) of this Addendum.

Recipients

The personal data transferred may only be disclosed to the following recipients or categories of recipients:

- Employees, agents, affiliates, advisors and independent contractors of data importer with a reasonable business purpose for needing such personal data
- Vendors of data importer that, in their performance of their obligations to data importer, must process such personal data acting on behalf of and according to instructions from data importer.
- Any person (natural or legal) or organization to whom data importer may be required by applicable law or regulation to disclose personal data, including law enforcement authorities, central and local government.

Sensitive data

N/A

Data protection registration of the data exporter

[SCHEDULE 4](#)

[JURISDICTION SPECIFIC TERMS](#)

1. Australia:

1.1. The definition of “Applicable Data Protection Law” includes the Australian Privacy Principles and the Australian Privacy Act (1988).

1.2. The definition of “personal data” includes “Personal Information” as defined under Applicable Data Protection Law.

1.3. The definition of “Sensitive Data” includes “Sensitive Information” as defined under Applicable Data Protection Law.

2. Brazil:

2.1 The definition of “Applicable Data Protection Law” includes the Lei Geral de Proteção de Dados (LGPD).

2.2 The definition of “Security Incident” includes a security incident that may result in any relevant risk or damage to the data subjects.

2.3 The definition of “processor” includes “operator” as defined under Applicable Data Protection Law.

3. California:

3.1 The definition of “Applicable Data Protection Law” includes the California Consumer Privacy Act (CCPA).

3.2 The definition of “personal data” includes “Personal Information” as defined under Applicable Data Protection Law and, for clarity, includes any Personal Information contained within Customer Account Data, Customer Content, and Customer Usage Data.

3.3 The definition of “data subject” includes “Consumer” as defined under Applicable Data Protection Law. Any data subject rights, as described in Section 8 (Data Subject Rights) of this Addendum, apply to Consumer rights. In regards to data subject requests, Twilio can only verify a request from Customer and not from Customer’s end user or any third party.

3.4 The definition of “controller” includes “Business” as defined under Applicable Data Protection Law.

3.5 The definition of “processor” includes “Service Provider” as defined under Applicable Data Protection Law.

3.6 Twilio will process, retain, use, and disclose personal data only as necessary to provide the Services under the Agreement, which constitutes a business purpose. Twilio agrees not to (a) sell (as defined by the CCPA) Customer’s personal data or Customer end users’ personal data; (b) retain, use, or disclose Customer’s personal data for any commercial purpose (as defined by the CCPA) other than providing the Services; or (c) retain, use, or disclose Customer’s personal data outside of the scope of the Agreement. Twilio understands its obligations under the Applicable Data Protection Law and will comply with them.

3.7 Twilio certifies that its sub-processors, as described in Section 7 (Sub-processing) of this Addendum, are Service Providers under Applicable Data Protection Law, with whom Twilio has entered into a written contract that includes terms substantially similar to this Addendum. Twilio conducts appropriate due diligence on its sub-processors.

3.8 Twilio will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal data it processes as set forth in Section 11 (Security) of this Addendum.

4. Canada:

4.1. The definition of “Applicable Data Protection Law” includes the Federal Personal Information Protection and Electronic Documents Act (PIPEDA).

4.2. Twilio’s sub-processors, as described in Section 7 (Sub-processing) of this Addendum, are third parties under Applicable Data Protection Law, with whom Twilio has entered into a written contract that includes terms substantially similar to this Addendum. Twilio has conducted appropriate due diligence on its sub-processors.

4.3. Twilio will implement technical and organizational measures as set forth in Section 11 (Security) of this Addendum.

5. Israel:

5.1 The definition of “Applicable Data Protection Law” includes the Protection of Privacy Law (PPL).

5.2 The definition of “controller” includes “Database Owner” as defined under Applicable Data Protection Law.

5.3 The definition of “processor” includes “Holder” as defined under Applicable Data Protection Law.

5.4 Twilio will require that any personnel authorized to process Customer Content comply with the principle of data secrecy and have been duly instructed about Applicable Data Protection Law. Such personnel sign confidentiality agreements with Twilio in accordance with Section 6 (Confidentiality) of this Addendum.

5.5 Twilio must take sufficient steps to ensure the privacy of data subjects by implementing and maintaining the security measures as specified in Section 11 (Security) of this Addendum and complying with the terms of the Agreement.

5.6 Twilio must ensure that the personal data will not be transferred to a sub-processor unless such sub-processor has executed an agreement with Twilio pursuant to Section 7.1 (Sub-processors) of this Addendum.

6. Japan:

6.1 The definition of “Applicable Data Protection Law” includes the Act on the Protection of Personal Information (APPI).

6.2 The definition of “personal data” includes “Personal Information” as defined under Applicable Data Protection Law.

6.3 The definition of “controller” includes “Business Operator” as defined under Applicable Data Protection Law. As a Business Operator, Twilio is responsible for the handling of personal data in its possession.

6.4 The definition of “processor” includes a business operator entrusted by the Business Operator with the handling of personal data in whole or in part (also a “trustee”), as described under Applicable Data Protection Law. As a trustee, Twilio will ensure that the use of the entrusted personal data is securely controlled.

7. Mexico:

7.1. The definition of “Applicable Data Protection Law” includes the Federal Law for the Protection of Personal Data Held by Private Parties and its Regulations (FLPPIPPE).

7.2. When acting as a processor, Twilio will:

(a) treat personal data in accordance with Customer’s instructions as outlined in in Section 5 (Customer Instructions) of this Addendum;

(b) process personal data only to the extent necessary to provide the Services;

(c) implement security measures in accordance with Applicable Data Protection Law and Section 11 (Security) of this Addendum;

(d) keep confidentiality regarding the personal data processed in accordance with the Agreement;

(e) delete all personal data upon termination of the Agreement in accordance with Section 10 (Return or Deletion of Customer Content) of this Addendum; and

(f) only transfer personal data to sub-processors in accordance with Section 7 (Sub-processing) of this Addendum.

8. Singapore:

8.1 The definition of “Applicable Data Protection Law” includes the Personal Data Protection Act 2012 (PDPA).

8.2 Twilio will process personal data to a standard of protection in accordance with the PDPA by implementing adequate technical and organizational measures as set forth in Section 11 (Security) of this Addendum and complying with the terms of the Agreement.

9. United Kingdom:

9.1 References in this Addendum to GDPR will to that extent be deemed to be references to the corresponding laws of the United Kingdom (including the UK GDPR and Data Protection Act 2018)

9.2 The Standard Contractual Clauses will also apply to Customer in the United Kingdom as data exporter and to Twilio as data importer for transfers of personal data to countries that are not deemed to have an adequate level of data protection under the United Kingdom's Applicable Data Protection Law.

Appendix E

Security Overview for Twilio Services and SendGrid Services

Effective: January 1, 2020

1. This Security Overview is incorporated into and made a part of Twilio's Terms of Service as set forth at <https://www.twilio.com/legal/tos> to which Customer has agreed and accepted or a signed Master Sales Agreement or other similar written agreement between Twilio and Customer ("*Agreement*"). In this Security Overview for the Twilio Services and SendGrid Services, (Security Overview), references to "*Twilio*" will refer collectively to Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 and its Affiliates. The terms "*Customer*" will refer to you, the Customer and its Affiliates.

2. Purpose. Twilio is committed to maintaining customer trust. The purpose of this Security Overview is to describe the security program for the Twilio Services and SendGrid Services (collectively the "*Services*"). This Security Overview describes the minimum security standards that Twilio maintains in order to protect Customer Data (as defined in the Agreement) from unauthorized use, access, disclosure, theft, or manipulation. In addition to this Security Overview, Twilio's API security documentation is available at <https://www.twilio.com/docs/api/security>. As security threats shift and evolve, Twilio continues to update its security program and strategy to help protect Customer Data. Twilio reserves the right to update this Security Overview from time to time; provided, however, any update will not materially reduce the overall protections set forth in this Security Overview. Any capitalized term not defined in this Security Overview will have the meaning given in the Agreement or the Data Protection Addendum.

3.Services Covered. This Security Overview describes the architecture, administrative, technical and physical controls as well as third party security audit certifications that are applicable to the Services. Beta Offerings and any services provided by telecommunication providers involved in routing and connecting Customer communications are not covered by this Security Overview.

4.Security Organization & Program. Twilio maintains a risk-based assessment security program. The framework for Twilio's security program includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Customer Data. Twilio's security program is intended to be appropriate to the nature of Twilio Services and SendGrid Services, size and complexity of Twilio's business operations. Twilio has a separate dedicated team that manages Twilio's security program. This team facilitates and supports independent audits and assessments by third parties. Twilio's security framework is based on the ISO 27001 Information Security Management System and includes programs covering: Policies and Procedures, Asset Management, Access Management, Cryptography, Physical Security, Operations Security, Communications Security, Business Continuity Security, People Security, Product Security, Cloud and Network Infrastructure Security, Security Compliance, Third-Party Security, Vulnerability Management, as well as Security Monitoring and Incident Response. Security is represented at the highest levels of the company, with Twilio's Chief Trust and Security Officer meeting with executive management regularly to discuss issues and coordinate company-wide security initiatives. Information security policies and standards are reviewed and approved by management at least annually and are made available to all Twilio employees for their reference.

5. Confidentiality. Twilio has controls in place to maintain the confidentiality of Customer Data that Customer makes available to the Services, in accordance with the Agreement. All Twilio employees and contract personnel are bound by Twilio's internal policies regarding maintaining confidentiality of Customer Data and contractually commit to these obligations.

6. People Security.

6.1 Employee Background Checks. Twilio carries out background checks on individuals joining Twilio in accordance with applicable local laws. Twilio currently verifies the individual's education and previous employment, and also carries out reference checks. Where local labor law or statutory regulations permit, and dependent on the role or position of the prospective employee, Twilio may also conduct criminal, credit, immigration, and security checks.

6.2 Employee Training. At least once a year, all Twilio employees must complete the Twilio security and privacy training which covers Twilio's security policies, security best practices, and privacy principles. Employees on a leave of absence may have additional time to complete this annual training. Twilio's dedicated security team also performs phishing awareness campaigns and communicates emerging threats to employees. Twilio has also established an anonymous hotline for employees to report any unethical behavior where anonymous reporting is legally permitted.

7. Third Party Vendor Management.

7.1 Vendor Assessment. Twilio may use third party vendors to provide Services. Twilio carries out a security risk-based assessment of prospective vendors before working with those vendors to validate that prospective vendors meet Twilio's security requirements. Twilio periodically reviews each vendor in light of Twilio's security and business continuity standards, including the type of access and classification of data being accessed (if any), controls necessary to protect data, and legal/regulatory requirements. Twilio ensures that Customer Data is returned and/or deleted at the end of a vendor relationship. For the avoidance of doubt, telecommunication providers are not considered subcontractors of Twilio.

7.2. Vendor Agreements. Twilio enters into written agreements with all of its Vendors which include confidentiality, privacy and security obligations that provide an appropriate level of protection for the personal data contained within the Customer Data that these Vendors may process

8. Security Certificates.

8.1 Twilio Certificates:

Twilio has obtained the following security-related certifications for the Twilio Services only:

- ISO/IEC 27001:2013 certification. ISO 27001 is an information security standard originally published in 2005 by the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC). In September 2013, ISO 27001:2013 was published, and it supersedes the original 2005 standard. ISO 27001 is a globally recognized, standards-based approach to security that outlines requirements for an organization's information security management system (ISMS).

Twilio has obtained the following security-related certifications for the Twilio Services and SendGrid Services:

- System and Organization Control (“SOC”) 2 - Type II. Twilio maintains SOC 2 - Type II certification for (a) Twilio Services described as two factor authentication service or otherwise named Authy and (b) SendGrid Services. Twilio’s SOC 2 reports for Authy addresses trust services principles and criteria (security). Twilio’s SOC 2 report for the SendGrid Services addresses trust services principles and criteria (security and availability). SOC 2 audits for the Twilio Services and SendGrid Services are conducted once a year by an independent third-party auditor. The SOC 2 audits validate Twilio’s physical and environmental safeguards for production data centers, backup and recovery procedures, software development processes, and logical security controls.
- Payment Card Industry Data Security Standard (“PCI DSS”). PCI DSS is a proprietary information security standard administered by the PCI Security Standards Council. PCI DSS applies to all entities that store, process or transmit cardholder data and/or sensitive authentication data including merchants, processors, acquirers, issuers, and service providers. The PCI DSS is mandated by the card brands and administered by the Payment Card Industry Security Standards Council. For more information, or to request the PCI DSS Attestation of Compliance and Responsibility Summary, see https://www.pcisecuritystandards.org/pci_security/. Twilio maintains PCI DSS Level 1 compliance for its Programmable Voice service. Twilio maintains PCI DSS Level 4 Merchant compliance for its SendGrid Services.

8.2 AWS Certifications.

In addition, the Services use and leverage AWS data centers. Twilio uses and leverages AWS data centers, with a reputation of being highly scalable, secure, and reliable. Information about AWS audit certifications are available at AWS Security website <https://aws.amazon.com/security> and AWS Compliance website <https://aws.amazon.com/compliance>.

9. Architecture and Data Segregation.

a. Twilio Services. The cloud communication platform for the Twilio Services is hosted by Amazon Web Services (“AWS”). The current location of the AWS data center infrastructure used in providing Twilio Services is located in the United States. Further information about security provided by AWS is available from the AWS security webpage available at <https://aws.amazon.com/security/>. In addition, the overview of AWS’s security process is available at <https://aws.amazon.com/whitepapers/overview-of-security-processes/>. Twilio’s production environment within AWS, where Customer Data and customer-facing applications sit, is a logically isolated Virtual Private Cloud (VPC).

b. SendGrid Services. For the SendGrid Services, Twilio leverages colocation data centers, provided by Zayo and Centurylink, and located in the United States.

For both Twilio Services and SendGrid Services, all network access between production hosts is restricted, using firewalls to allow only authorized services to interact in the production network. Firewalls are in use to manage network segregation between different security zones in the production and corporate environments. Firewall rules are reviewed regularly. Twilio separates Customer Data using logical identifiers tagging all communications data with the associated Customer ID to clearly identify ownership. Twilio’s APIs are designed and built to identify and allow access only to and from these tags and enforce access controls to ensure the confidentiality and integrity requirements for each Customer are appropriately addressed. These controls are in place so one customer's communications cannot be accessed by another customer.

10. Physical Security. AWS data centers that host Twilio Services and the colocation data centers provided by Zayo and Centurylink that are used for the SendGrid Services are strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. These facilities are designed to withstand adverse weather and other reasonably predictable natural conditions. Each data center has redundant electrical power systems that are available twenty-four (24) hours a day, seven (7) days a week. Uninterruptible power supplies and on-site generators are available to provide back-up power in the event of an electrical failure. More details about the physical security of AWS data centers used by Twilio for the Twilio Services, are available at <https://aws.amazon.com/whitepapers/overview-of-security-processes/>. In addition, Twilio headquarters and office spaces have a physical security program that manages visitors, building entrances, CCTVs (closed circuit television), and overall office security. All employees, contractors and visitors are required to wear identification badges.

11. Security by Design. The Twilio Security Development Lifecycle (TSDL) standard defines the process by which Twilio creates secure products and the activities that the product teams must perform at different stages of development (requirements, design, implementation, and deployment). Twilio security engineers perform numerous security activities for the Services including:

- internal security reviews before products are launched;
- periodic penetration tests performed by independent third-party contractors; and
- conduct threat models for the Twilio Services including documenting any detection of attacks.

Twilio has implemented a Bug Bounty Program, available at <https://bugcrowd.com/twilio> through which researchers may report design and implementation issues or possible vulnerabilities.

12. Access Controls.

12.1 Provisioning Access. To minimize the risk of data exposure, Twilio follows the principles of least privilege through a team-based-access-control model when provisioning system access. Twilio personnel are authorized to access Customer Data based on their job function, role and responsibilities, and such access requires approval of the employee's manager. Access rights to production environments are reviewed at least semi-annually. An employee's access to Customer Data is promptly removed upon termination of their employment. In order to access the production environment, an authorized user must have a unique username and password, multi-factor authentication and be connected to Twilio's Virtual Private Network (VPN). Before an engineer is granted access to the production environment, access must be approved by management and the engineer is required to complete internal trainings for such access including trainings on the relevant team's systems. Twilio logs high risk actions and changes in the production environment. Twilio leverages automation to identify any deviation from internal technical standards that could indicate anomalous/unauthorized activity to raise an alert within minutes of a configuration change.

12.2 Password Controls. Twilio's current policy for employee password management follows the NIST 800-63B guidance, and as such, our policy is to use longer passwords, with multi-factor authentication

but not require special characters or frequent changes. For the SendGrid Services, password requirements include a 10 character minimum, with at least three of the following characteristics: upper case letter, lower case letter, number, special character. When a Customer logs into its Twilio account, Twilio hashes the credentials of the user before it is stored. A customer may also require its users to add another layer of security to their account by using two-factor authentication (2FA).

13. Change Management. Twilio has a formal change management process to manage changes to software, applications and system software that will be deployed within the production environment. Change requests are documented using a formal, auditable, system of record. Prior to a high-risk change being made, an assessment is carried out to consider the impact and risk of a requested change, evidence acknowledging applicable testing for the change, approval of deployment into production by appropriate approvers(s) and roll back procedures. A change is reviewed and tested before being deployed to production.

14. Encryption in Transit. For the Twilio Services, Twilio's cloud platform supports TLS 1.2 to encrypt network traffic transmitted between a Customer application and Twilio's cloud infrastructure. For the SendGrid Services, Twilio utilizes opportunistic TLS to transmit Customer's emails. This means that if Customer opts to use TLS, such email is encrypted end-to-end on the wire provided that the recipient's email service provider supports TLS.

15. Vulnerability Management. Twilio maintains controls and policies to mitigate the risk from security vulnerabilities in a measurable time frame that balances risk and the business/operational requirements. Twilio uses a third-party tool to conduct vulnerability scans regularly to assess vulnerabilities in Twilio's cloud infrastructure and corporate systems. Critical software patches are evaluated, tested and applied proactively. For the Twilio Services, operating system patches are applied through the regeneration of a base virtual-machine image and deployed to all nodes in the Twilio cluster over a predefined schedule. For high-risk patches, Twilio will deploy directly to existing nodes through internally developed orchestration tools.

16. Penetration Testing. Twilio performs penetration tests and engages independent third-party entities to conduct application-level penetration tests. Results of penetration tests are prioritized, triaged and remediated promptly by Twilio's security team.

17. Security Incident Management. Twilio maintains security incident management policies and procedures in accordance with NIST SP 800-61. Twilio Security Incident Response Team (T-SIRT), assesses the threat of all relevant vulnerabilities or security incidents and establishes remediation and mitigation actions for all events. Twilio retains security logs for 180 days. Access to these security logs is limited to T-SIRT. Twilio utilizes AWS platforms and third-party tools to detect, mitigate, and to help prevent Distributed Denial of Service attacks (DDoS) attacks.

18. Discovery, Investigation and Notification of a Security Incident. A "Security Incident" has the meaning given in the Data Protection Addendum which can be found online here <https://www.twilio.com/legal/data-protection-addendum>, or which is incorporated into the Agreement. Upon discovery or notification of any Security Incident, Twilio will:

- promptly investigate such Security Incident;

- to the extent that is permitted by applicable law, promptly notify Customer. Customer will receive notification via email to the owner of the Twilio account. Refer to the Agreement and the Data Protection Addendum to the Agreement for additional information on Customer notification and follow on steps.

19. Resilience and Service Continuity. Twilio infrastructure for both the Twilio Services and SendGrid Services uses a variety of tools and mechanism to achieve high availability and resiliency. For the Twilio Services, Twilio's infrastructure spans multiple fault-independent AWS availability zones in geographic regions physically separated from one another. For the Twilio Services, there are manual or automatic capabilities to re-route and regenerate hosts within Twilio's infrastructure. Twilio's infrastructure is able to detect and route around issues experienced by hosts or even whole data centers in real time and employ orchestration tooling that has the ability to regenerate hosts, building them from the latest backup. Twilio leverages specialized tools that monitor server performance, data, and traffic load capacity within each availability zone and colocation data centers. If suboptimal server performance or overloaded capacity is detected on a server within an availability zone or colocation data center, then these specialized tools will increase the capacity or shift traffic to relieve any suboptimal server performance or capacity overload. Twilio will also be notified immediately and have the ability to take prompt action to correct the cause(s) behind these issues if the specialized tools are unable to do so.

20. Backups and Recovery. Twilio performs regular backups of Twilio account information, call records, call recordings and other critical data using Amazon cloud storage. Backup data are retained redundantly across availability zones and are encrypted in transit and at rest using 256-bit Advanced Encryption Standard (AES-256) server-side encryption.

Appendix F

Service Level Agreement for Services ("SLA")

Last Updated: February 15, 2021

1. Definitions:

The following defined terms apply to this SLA. Capitalized terms not defined below have the meanings ascribed to them in the Twilio Terms of Service, Master Sales Agreement, or other similar written agreement between the parties, as applicable ("Agreement").

(a) "*Actual Monthly Uptime Percentage*" = $(A-B+C)/A$, where:

A = Total Monthly Time (defined below);

B = Unavailable Monthly Time (defined below); and

C = Excluded Monthly Times (defined below).

(b) "*Monthly Uptime Percentage Threshold*" means the percentage listed in the table below under the heading, "Monthly Uptime Percentage Threshold."

(c) "*Service Credit*" means the dollar credit that Twilio will credit to a Customer's eligible account if the Actual Monthly Uptime Percentage is less than the Monthly Uptime Percentage Threshold, and which is calculated by multiplying the Service Credit percentage listed in the table below by either (i) with respect to the Twilio Services, Customer's usage fees, or (ii) with respect to the SendGrid Services, Customer's email package fees, in either case, in the applicable calendar month.

(d) "*Total Monthly Time*" means the total number of minutes in the applicable calendar month.

(e) "*Unavailable Monthly Time*" means the number of minutes in the applicable calendar month during which the Twilio APIs for the Twilio Services or for "Mail Send" for the SendGrid Services, as applicable, were unavailable for use.

Applicable Services	Monthly Uptime Percentage Threshold	Service Credit
"Services" as defined in the Agreement	99.95%	10% credit equivalent
During calendar months in which Customer has purchased the Twilio Administration Edition or Twilio Enterprise Edition	99.99% for Twilio Services	10% credit equivalent

During calendar months in which Customer has purchased the Twilio SendGrid Enterprise Solution	99.99% for SendGrid Services	10% credit equivalent
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2. Service Commitments:

(a) If, during any month throughout the Term, the Actual Monthly Uptime Percentage falls below the Monthly Uptime Percentage Threshold, then Customer will be eligible to receive a Service Credit, subject to Customer's compliance with Section 3 below. (b) If, during any month throughout the Term for which Customer has purchased the Twilio SendGrid Enterprise Solution, the SendGrid Service fails to achieve a Successful Connection (as defined below) rate of at least, (A) with respect to emails originating from North America or South America, 15,000 requests per second, or (B) with respect to emails originating outside of North America or South America, 10,000 requests per second (the "*Successful Connection Rate*"), then in addition to any Service Credits calculated regarding the Monthly Uptime Percentage Threshold, Customer shall be eligible to receive a Service Credit for such package, subject to Customer's compliance with Section 3 below. For purposes of this Section, "*Successful Connection*" means a Web API v3 Mail send request by Customer that returns a "202" accepted response. Customer shall have the right, exercisable no more than once per calendar month during the Term, to request a report indicating the Successful Connection Rate applicable to Customer's email sends during the previous thirty (30) days. Notwithstanding any provision in this Agreement to the contrary, the service commitment set forth in this Section is conditioned upon meeting each of the following requirements: (i) Customer will utilize a sufficient number of concurrent connections to support the Successful Connection Rate; (ii) Customer's send request will not exceed (A) with respect to emails originating from North America or South America, six (6) gigabits per second in the aggregate, or (B) with respect to emails originating outside of North America or South America, four (4) gigabits per second in the aggregate; and (iii) Customer will honor Twilio's then-current time-to-live value for domain name system lookups of the Web API v3 Mail send address.

3. Credit Request and Payment Procedures:

(a) Twilio Services: To receive a Service Credit for the Twilio Services, Customer must submit a request to Twilio through the Twilio customer service portal, available at <https://www.twilio.com/help/contact>, within thirty (30) days from the last day of the calendar month in which Customer claims Twilio failed to meet or exceed the Monthly Uptime Percentage Threshold. Availability of Twilio APIs for the Twilio Services is measured by a third party provider of performance and monitoring services (the "*Monitoring Service*"), that issues monthly uptime reports, available at <http://status.twilio.com>. Twilio will adjust the Monitoring Service's uptime results as necessary to account for any Excluded Monthly Times. All submissions must include: (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times of Unavailable Monthly Time; and (iii) any documentation of the applicable outage. Each Service Credit will be applied to future amounts payable by Customer to Twilio for the Twilio Services. No refunds or cash value will be given. All SLA claims will be verified against the measurements of the Monitoring Service. (b) SendGrid Services: To receive a Service Credit for the SendGrid Services, Customer must submit a request to Twilio through the customer service portal, available at <https://support.sendgrid.com>, within thirty (30) days from the last day of the calendar month in which Customer claims Twilio failed to meet

or exceed the Monthly Uptime Percentage Threshold or Successful Connection Rate. The ticket must include: (i) "SLA Claim" as the subject of the ticket; (ii) the dates and times of (A) Unavailable Monthly Time calculated based on the status page available at <http://status.sendgrid.com>, or (B) failure to meet the Successful Connection Rate; and (iii) any documentation of the applicable outage. Each Service Credit will be applied to future amounts payable by Customer to Twilio for the SendGrid Services. No refunds or cash value will be given.

4. Excluded Monthly Times:

Notwithstanding any provision in this Agreement to the contrary, no Unavailable Monthly Time will be deemed to have occurred if downtime: (i) is caused by factors outside of Twilio's reasonable control, including, without limitation, telecommunications provider-related problems or issues, Internet access or related problems occurring beyond the point in the network where Twilio maintains access and control over the Services; (ii) results from any actions or inactions of Customer or any third party (except for Twilio's agents and subcontractors); (iii) results from the Customer Applications, Customer's equipment, software or other technology, Add-on services, or third party equipment, software or other technology (except for equipment within Twilio's direct control); (iv) occurs during Twilio's scheduled maintenance for which Twilio will provide at least twenty-four (24) hours prior notice; (v) occurs during Twilio's emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the Services), regardless of the notice provided by Twilio; or (vi) results from any alpha, beta, developer preview, development test bed environments, descriptions of similar import or not otherwise generally available Twilio features or products; or (vii) periods of Unavailable Monthly Time that are less than five (5) minutes of continuous unavailability in duration (collectively, the "Excluded Monthly Times").

5. Entire SLA Liability:

With respect to any failure of Twilio to meet the Monthly Uptime Percentage Threshold or Successful Connection Rate, as applicable, this Exhibit states Twilio's sole and entire liability to Customer and Customer's sole remedy.

Appendix G

Service & Country Specific Requirements

Last Updated: April 29, 2021

Customer's use of the Services is subject to Customer's compliance with the Service Specific Requirements and Country Specific Requirements below (collectively, "*Requirements*") to the extent applicable.

If any of the following terms are used but not defined within a Requirement below, they will have the meanings set forth in the [Twilio Acceptable Use Policy](#) ("*AUP*"): "*Customer*", "*Twilio*", "*End User*", and "*Services*." Twilio may update or modify these Requirements from time to time.

These Requirements are part of the AUP.

[Service Specific Requirements](#)

The Service Specific Requirements for a particular Service apply solely to the extent Customer uses the identified Service.

- [Services Using Phone Numbers](#)
- [Short Codes](#)
- [Messaging \(SMS, MMS, Chat, & WhatsApp\)](#)
- [Programmable Voice](#)
- [Twilio SendGrid Email](#)
- [Twilio Flex](#)
- [Twilio <Pay>](#)
- [Electric Imp](#)
- [Twilio Frontline](#)
- [Twilio Marketplace Add-Ons](#)

[Country Specific Requirements](#)

The Country Specific Requirements for a particular country apply solely to the extent Customer uses the Services in the identified country, regardless of whether Customer is located, domiciled, or doing business in such country.

United States, Mexico, & Canada

- [Emergency Services in the United States & Canada](#)

- [Voice Calls to North American Phone Numbers](#)
- [Illegal Robocalling Traceback Cooperation for Voice Calls to/from United States Phone Numbers](#)

United Kingdom (UK)

- [UK Emergency Calling Functionality](#)

Spain

- [Spain Geographic Phone Number Based Interpersonal Communications Services](#)

Countries in the European Union (EU)

- [European Electronic Communications Code Rights Waiver](#)

United Arab Emirates (UAE)

- [UAE Toll-Free & Geographic Phone Numbers](#)

China

- [Text Messaging Restrictions in the People's Republic of China](#)

Appendix H

Twilio Messaging Policy

This Messaging Policy applies to SMS, MMS, Chat, and WhatsApp messaging channels. We all expect that the messages we *want* to receive will reach us, unhindered by filtering or other blockers. An important step Twilio and our customers can take to make that expectation reality is to prevent and eliminate *unwanted* messages. Towards that end, we strive to work with our customers so that messages are sent with the consent of the message recipient, and that those messages comply with applicable laws, communications industry guidelines or standards, and measures of fairness and decency.

This principle is central to [Twilio's Acceptable Use Policy](#).

Twilio Messaging

Twilio treats all messaging transmitted via Twilio's platform - regardless of use case or phone number type (e.g., long code, short code, or toll-free) - as Application-to-Person (A2P) messaging. All A2P messages originating from Twilio are subject to this Messaging Policy, which covers rules and /or prohibitions regarding:

- Consent ("opt-in");
- Revocation of Consent ("opt-out");
- Sender Identification;
- Messaging Usage;
- Filtering Evasion; and
- Enforcement.

This policy applies to all customers who use Twilio's messaging channels. If you provide your own end users or clients with the ability to send messages through Twilio, for example as an ISV (Independent Software Vendor), you are responsible for the messaging activity of these users. You must ensure that any messaging activity generated by your users is in compliance with Twilio policies.

Consent / Opt-in

What Is Proper Consent?

Consent can't be bought, sold, or exchanged. For example, you can't obtain the consent of message recipients by purchasing a phone list from another party.

Aside from two exceptions noted later in this section, you need to meet each of the consent requirements listed below. If you are a software or platform provider using Twilio's platform for

messaging within your application or service, you must require your customers to adhere to these same requirements when dealing with their users and customers.

Consent Requirements

- Prior to sending the first message, you must obtain agreement from the message recipient to communicate with them - this is referred to as "consent", you must make clear to the individual they are agreeing to receive messages of the type you're going to send. You need to keep a record of the consent, such as a copy of the document or form that the message recipient signed, or a timestamp of when the customer completed a sign-up flow.
- If you do not send an initial message to that individual within a reasonable period after receiving consent (or as set forth by local regulations or best practices), then you will need to reconfirm consent in the first message you send to that recipient.
- The consent applies only to you, and to the specific use or campaign that the recipient has consented to. You can't treat it as blanket consent allowing you to send messages from other brands or companies you may have, or additional messages about other uses or campaigns.
- Proof of opt-in consent should be retained as set forth by local regulation or best practices after the end user opts out of receiving messages.

Alternative Consent Requirements: The Two Exceptions

While consent is always required and the consent requirements noted above are generally the safest path, there are two scenarios where consent can be received differently.

- *Contact initiated by an individual*

If an individual sends a message to you, you are free to respond in an exchange with that individual. For example, if an individual texts your phone number asking for your hours of operation, you can respond directly to that individual, relaying your open hours. In such a case, the individual's inbound message to you constitutes both consent and proof of consent. Remember that the consent is limited only to that particular conversation. Unless you obtain additional consent, don't send messages that are outside that conversation.

- *Informational content to an individual based a prior relationship*

You may send a message to an individual where you have a prior relationship, provided that individual provided their phone number to you, and has taken some action to trigger the potential communication, and has not expressed a preference to *not* receive messages from you. Actions can include a button press, alert setup, appointments, or order placements. Examples of acceptable messages in these scenarios include appointment reminders, receipts, one-time passwords, order/shipping/reservation confirmations, drivers coordinating pick up locations with riders, and repair persons confirming service call times.

The message can't attempt to promote a product, convince someone to buy something, or advocate for a social cause.

Periodic Messages and Ongoing Consent

If you intend to send messages to a recipient on an ongoing basis, you should confirm the recipient's consent by offering them a clear reminder of how to unsubscribe from those messages using standard opt-out language (defined below). You must also respect the message recipient's preferences in terms of frequency of contact. You also need to proactively ask individuals to reconfirm their consent as set forth by local regulations and best practices.

Identifying Yourself as the Sender

Every message you send must clearly identify you (the party that obtained the opt-in from the recipient) as the sender, except in follow-up messages of an ongoing conversation.

Opt-out

The initial message that you send to an individual needs to include the following language: "Reply STOP to unsubscribe," or the equivalent using another standard opt-out keyword, such as STOPALL, UNSUBSCRIBE, CANCEL, END, and QUIT.

Individuals must have the ability to revoke consent at any time by replying with a standard opt-out keyword. When an individual opts out, you may deliver one final message to confirm that the opt-out has been processed, but any subsequent messages are not allowed. An individual must once again provide consent before you can send any additional messages.

Usage Limitations

Content We Do Not Allow

The key to ensuring that messaging remains a great channel for communication and innovation is preventing abusive use of messaging platforms. That means we never allow some types of content on our platform, even if our customers get consent from recipients for that content. [Twilio's Acceptable Use Policy](#) prohibits sending any content that is illegal, harmful, unwanted, inappropriate, objectionable, confirmed to be criminal misinformation, or otherwise poses a threat to the public, even if the content is permissible by law. Other prohibited uses include:

- Anything that is illegal in the jurisdiction where the message recipient lives. Examples include, but are not limited to:
 - *Cannabis.* Messages related to cannabis are not allowed in the United States as federal laws prohibit its sale, even though some states have legalized it. Similarly, messages related to CBD are not permissible in the United States, as certain states prohibit its sale. Twilio defines a cannabis message as any message which relates to the marketing or sale of a cannabis product, regardless of whether or not those messages explicitly contain cannabis terms, images, or links to cannabis websites.
 - *Prescription Medication.* Offers for prescription medication that cannot legally be sold over-the-counter are prohibited in the United States.
- Hate speech, harassment, exploitative, abusive, or any communications that originate from a hate group.
- Fraudulent messages.

- Malicious content, such as malware or viruses.
- Any content that is designed to intentionally evade filters (see below).

Country-Specific Rules

All messages should comply with the rules applicable to the country in which the message recipient lives, which can be found in our [Country-Specific Guidelines](#). Additionally, Twilio has [Country Specific Requirements](#) for select countries, which you should review prior to sending a message to recipients in or from those countries.

Age and Geographic Gating

If you are sending messages in any way related to alcohol, firearms, gambling, tobacco, or other adult content, then more restrictions apply. In addition to obtaining consent from every message recipient, you must ensure that no message recipient is younger than the legal age of consent based on where the recipient is located. You also must ensure that the message content complies with all applicable laws of the jurisdiction in which the message recipient is located or applicable communications industry guidelines or standards.

You need to be able to provide proof that you have in place measures to ensure compliance with these restrictions.

Messaging Policy Violation Detection and Prevention Evasion

Twilio customers may not use our platform to evade Twilio's or a telecommunications provider's unwanted messaging detection and prevention mechanisms. Examples of prohibited practices include:

- Content designed to evade detection. As noted above, we do not allow content which has been specifically designed to evade detection by unwanted messaging detection and prevention mechanisms. This includes intentionally misspelled words or non-standard opt-out phrases which have been specifically created with the intent to evade these mechanisms.
- Snowshoeing. We do not permit snowshoeing, which is defined as spreading similar or identical messages across many phone numbers with the intent or effect of evading unwanted messaging detection and prevention mechanisms.

How We Handle Violations

When we identify a violation of these principles, where possible, we will work with customers in good faith to get them back into compliance with this policy. However, to protect the continued ability of all our customers to freely use messaging for legitimate purposes, we reserve the right to suspend or remove access to Twilio's platform for customers or customers' end users' that we determine are not complying with the Messaging Policy, or who are not following the law in any applicable area or applicable communications industry guidelines or standards, in some instances with limited notice in the case of serious violations of this policy.

Appendix I

European Electronic Communications Code Rights Waiver

Last Updated: February 23, 2021

If you are a microenterprise, small enterprise, or not for profit organisation and Twilio provides you with services within the European Economic Area or United Kingdom, you hereby waive the right (where you are entitled to do so) to:

- (a) have our contract with you made available to you in a durable medium;
- (b) have a contract summary provided to you; and
- (c) be notified when your usage of any services based on volume or time limits reaches the limits of your tariff plan.

In addition, your order form with Twilio may set out a commitment period. In the event this period is longer than the maximum statutory period, you hereby waive the right to a shorter commitment period.

Appendix J

Supplier Purchase Order Terms and Conditions

These terms and conditions ("*Terms and Conditions*") together with a "*Purchase Order*" form an "*Agreement*" between Twilio Inc. or the Twilio subsidiary identified in the Purchase Order purchasing the goods and services herein ("*Twilio*") and the Supplier identified in the Purchase Order ("*Supplier*"). Supplier's electronic acceptance, receipt, and acknowledgement of the Purchase Order constitutes Supplier's acceptance of these Terms and Conditions. The Purchase Order may be revoked at any time prior to acceptance by either party. Notwithstanding the foregoing, if the parties enter or have entered into a master services agreement, purchase agreement, or any other definitive agreement ("*Master Agreement*"), covering procurement of any services ("*Services*") or commodities and/or goods described in the Purchase Order (collectively, "*Products*"), the terms of such Master Agreement shall prevail over any terms herein. In the event of conflicts between the Purchase Order and the Terms and Conditions, the Purchase Order will govern. Capitalized terms not defined herein will have meanings provided in the Purchase Order.

1. **Delivery.** Supplier will expediently perform its obligations under the Purchase Order. If Supplier delivers the Products after the date of delivery of Products ("*Delivery Date*"), Twilio may reject the Products. Supplier will preserve, pack, package, and handle the Products so as to protect the Products from loss or damage and in accordance with industry best practices. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, with respect to its accompanying information, packing, labeling, reporting, carriage, and disposal. Unless otherwise expressly agreed in writing or specified in a Purchase Order, delivery will be made to Twilio's Ship To location specified in the Purchase Order.
2. **Payment.** Twilio will pay Supplier the price set forth in the Purchase Order in accordance with the payment terms specified therein upon the occurrence of the later of: (i) the Delivery Date; (ii) the date of Twilio's acceptance of all Products or any portion thereof; or (iii) Twilio's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Services or Products to the requirements. In the event Twilio terminates the Services for convenience prior to completion of Services, Twilio shall pay Supplier the fees due under the Purchase Order. Unless otherwise specified therein, the prices within the Purchase Order are inclusive of all applicable tax.
3. **Ownership.** To the extent the Services contain any Deliverables as defined herein, Supplier agrees that Twilio is the sole and exclusive owner of all software (including modifications and documentation), products, inventions, designs, specifications, documents, writings, and other materials created, conceived, prepared, made, discovered, or produced by Supplier for Twilio pursuant to the Purchase Order (the "*Deliverables*"). Supplier irrevocably assigns and transfers to Twilio all of its worldwide right and title to, and interest in, the Deliverables, including all associated copyright, patent, trade secret, trademark, and any other intellectual property or proprietary rights ("*Intellectual Property Rights*"). Additionally, Supplier grants to Twilio a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, non-terminable, transferable,

sublicensable license to all Intellectual Property Rights used in the creation of the Deliverables in order for Twilio to exercise its rights in the Deliverables as contemplated by the Purchase Order. Without limiting the foregoing, (i) the Deliverables are "works made for hire" to the extent permitted by law, and (ii) Supplier will not assert and otherwise waives, any "moral rights" in the Deliverables and assigns to Twilio all "moral rights" in the Deliverables. If for any reason such Deliverables are not works made for hire, Supplier hereby assigns all right, title, and interest in such materials to Twilio and agrees to assist Twilio, at Twilio's expense, to perfect such interest. To the extent Supplier is providing software under the Purchase Order other than as part of Deliverables, Supplier hereby grants to Twilio the right and license to use the software and any software documentation in accordance with the terms and conditions of the Purchase Order. The rights and licenses hereby granted are non-exclusive, royalty-free, worldwide, perpetual, transferable, and fully paid up upon Twilio's payment of the Purchase Order Total.

4. **Term and Termination.** This Agreement is effective until all Products or Services under the Purchase Order have been accepted and paid for by Twilio. Twilio may terminate the Purchase Order at any time, for no reason or for any reason, upon ten (10) days written notice to Supplier. Either Twilio or Supplier may terminate the Purchase Order immediately upon written notice to the other party for any material breach. Twilio will have no further payment obligation in connection with the termination of this beyond the date of termination.
5. **Representations and Warranties.**
 - a. *Performance Warranties.* Supplier warrants to Twilio and Twilio's customers for the longer of Supplier's normal warranty period or for one (1) year following the date of Twilio's acceptance of the Products that: (i) when received by Twilio from Supplier, the Products will be free from defects in design, material, workmanship, and manufacture; (ii) the Products will conform to the applicable documentation; (iii) the Products will be suitable for the purposes for which they are intended including purposes made known to Supplier; and (iv) all Products will be new and unused and not refurbished, unless otherwise agreed to in writing by the the parties. The foregoing warranties are in addition to all other warranties, whether express or implied, and will survive delivery, inspection, acceptance, or payment by Twilio.
 - b. *General Warranties.* Supplier represents and warrants that: (i) Supplier has all necessary rights of title to the Products and has transferred all such rights and title to Twilio upon Twilio's acceptance of the Products; (ii) the Products will be of professional quality and/or performed consistently with generally accepted industry standards; (iii) Supplier's performance under the Purchase Order will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Supplier is bound; (iv) Supplier will comply with all applicable laws and regulations, including any applicable import and export employment and anti-bribery laws and regulations; (v) software will be free from any virus, malicious device, worm, Trojan, time bomb, or other harmful or destructive code.
 - c. *Representations.* Supplier has conducted a criminal background check at its own expense on each employee, subcontractor, or agent performing Services or providing Products under this Agreement. Subject to applicable law, an employee, subcontractor,

or agent of Supplier shall not be eligible to perform Services for Twilio if he or she has (i) been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust and/or (ii) convicted of any sex, weapons, or violent crime. Supplier shall abide by the applicable 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, or national origin. Moreover, these regulations require that Supplier, a subcontractor for purposes of this section is as defined in these regulations, and its subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. Confidentiality. Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose except as solely required to perform its obligations pursuant to this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third parties without Disclosing Party's prior written consent. In the event that Receiving Party is required by law, or judicial, administrative, or other legal order to disclose any of the Disclosing Party's Confidential Information, Receiving Party will first give written notice to Disclosing Party (if permitted by law) to allow Disclosing Party to obtain a protective order or otherwise protect its interests in the Confidential Information. In such cases, Receiving Party will provide full cooperation and assistance to Disclosing Party in seeking such protection, at Disclosing Party's expense. Supplier will not issue any public statements or use Twilio's trademarks or logo without express prior written consent from a senior member of Twilio's Public Relations or Communications Department.

"Confidential Information" is means any information disclosed by a party (*"Disclosing Party"*) to the other party (*"Receiving Party"*), whether in written, electronic, digital, or other form, that a reasonable person would understand to be confidential given the circumstances and content of the disclosure, whether or not designated as "confidential" or "proprietary," including any written or printed documents, proposals, designs, concepts, raw data, employee information, drawings, ideas, inventions, specifications, techniques, discoveries, models, data, source code, object code, documentation, diagrams, flow charts, research, development, processes, procedures, know-how, marketing plans, strategies, pricing, policies, samples and physical items, financial information, software, hardware and all information of any kind relating to either party, their respective shareholders and/or affiliates. For the avoidance of doubt, the Deliverables constitute Confidential Information of Twilio. Supplier agrees not to, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in Supplier's assigned duties and for the benefit Twilio, any of Twilio's Confidential Information, either during or after the Term without Twilio's prior written consent. Notwithstanding the foregoing, Confidential Information will not include any information which: (a) was or becomes publicly known through no action or inaction of Receiving Party; (b) is already in the possession of Receiving Party at the time of disclosure as shown by credible evidence; (c) is obtained by Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (d) is independently developed by Receiving Party

without use of or reference to Disclosing Party's Confidential Information, as shown by credible evidence.

7. Indemnification. Supplier will indemnify, defend, and hold Twilio and its officers, directors, agents, employees, successors, and customers harmless against any and all claims, liabilities, losses, damages, settlements, costs, and expenses (including attorneys' fees) made against or sustained by Twilio arising from: (i) any property damage, personal injury or death related to the Products; (ii) all loss, liability, and damages arising from or caused directly or indirectly by any act or omission of Supplier, Supplier's agents, employees, or subcontractors; (iii) any breach of this Agreement by Supplier or anyone acting on Supplier's behalf; (iv) royalty-claims, liens, or any other encumbrances on the Products or Services provided hereunder; (v) any claim that the Products infringe or misappropriate any third party Intellectual Property Rights. If Twilio's use of any of the Products is enjoined or in Twilio's reasonable opinion, is likely to be enjoined as a result of any such claim or allegation of Intellectual Property Infringement, Supplier agrees, at Twilio's option to: (a) accept return of the Products from Twilio and refund to Twilio the amounts paid by Twilio with respect to such Products; (b) modify the Products so that they become non-infringing but equivalent in functionality, quality, compatibility, and performance; or (c) procure for Twilio and its customers the right to continue using and distributing the Products.
8. Insurance. Supplier will secure and maintain insurance against general liability and property damage. Supplier will also maintain workers' compensation insurance as required by law, including employer's liability coverage. Supplier shall, at its own expense, maintain insurance throughout the term of the Agreement. Twilio may require suppliers to carry additional insurance limits and/or coverages. Supplier will provide Twilio documentation evidencing the required coverage within ten (10) business days of Twilio's request. The insurance carrier must be rated A-VII or better by A.M. Best Company.
9. Limitation of Liability. TWILIO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND TWILIO'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE TO SUPPLIER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM.
10. Miscellaneous. The relationship of Supplier and Twilio is that of independent contractor. Except as provided herein, no term or condition of the Purchase Order may be amended or deemed to be waived, except by a writing signed by both parties. No right or obligation under the Purchase Order (including the right to receive monies due) may be assigned, delegated or subcontracted, except to a subsidiary or affiliate, by either party without prior written consent of the other and any purported assignment without such consent will be void. This Agreement will be construed in accordance with the laws of the State of California without regard to its principles of conflict of laws. The exclusive jurisdiction and venue of any action relating to this Agreement will be the state and/or federal courts located in San Francisco County 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. The rights and remedies herein provided are in addition to those available to either party at law or in equity. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall survive.

Appendix K

Terms of use for Twilio's Services when used with SFDC services

Last Updated February 21st, 2020

In these Terms of use for Twilio's Services when used with SFDC services (hereafter "Agreement" or "Terms"), "we," "us," "our" or "Twilio" will refer collectively to Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 and its affiliates. The terms "you," "your" and "Customer" will refer to you. If you are using the Services on behalf of an organization, then you are agreeing to these Terms for that organization and promising to Twilio that you have the authority to bind that organization to these Terms (and, in which case, the terms "you" and "your" or "Customer" will refer to that organization). The exception to this is if that organization has a separate written agreement with Twilio covering the use of the Services, in which case that agreement will govern such use.

PLEASE REVIEW THESE TERMS CAREFULLY. YOUR USE OF THE SERVICES CONSTITUTES ACCEPTANCE. ONCE ACCEPTED, THESE TERMS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD NOT USE THE SERVICES.

When we refer to the "Twilio API" we mean an application programming interface for the Services (or feature of the Services) provided to you by us.

When we refer to the "Services" in these Terms, we mean those services provided to you by Twilio in connection with the services you may have purchased from salesforce.com, inc. ("SFDC").

When we refer to the "Documentation" we mean all of the Twilio API instruction manuals and guides, code samples, manuals, guides, on-line help files and technical documentation made publicly available by us for the Services, and as may be updated from time to time. There is a special subset of the Documentation that we have named the "APS Documentation." This is available at www.twilio.com/legal and consists of our [Acceptable Use Policy](#), terms that are specific to certain products (namely what we may refer to as "product specific terms" and our Security Overview at www.twilio.com/legal/security-overview.

IMPORTANT NOTE: THESE TERMS LIMIT OUR LIABILITY TO YOU. For more details, go to Section 13.

IN ADDITION, DISPUTES RELATED TO TERMS OR RELATED TO YOUR USE OF THE SERVICES GENERALLY MUST BE RESOLVED BY A DISPUTE RESOLUTION PROCESS WHICH MAY LEAD TO BINDING ARBITRATION. For more details, go to Section 17.

If you have any questions, you can reach Twilio at twilio.com/help/contact.

Contact us if you are a U.S. federal government user or otherwise accessing or using the Services in a U.S. federal government capacity.

1. Changes to These Terms

Twilio may update these Terms of Service from time to time by providing SFDC with prior written notice of material changes at least thirty (30) days in advance of the effective date. Except as otherwise specified by Twilio, updates will be effective upon the effective date indicated at the top of these Terms of Service. The updated version of these Terms will supersede all prior versions.

Your continued access or use of the Services on or after the effective date of the changes to the Terms constitutes your acceptance of any updates. If you do not agree to any updates, you should stop using the Services.

Twilio may not be able to provide SFDC with at least thirty (30) days prior written notice of updates to these Terms that result from changes in the law or requirements from telecommunications providers.

2. Your Use of Twilio Services

You are solely responsible for all use (whether or not authorized) of the Services, including the quality and integrity of your Customer Data. You are also solely responsible for all acts and omissions of anyone who has access to or otherwise uses the Services ("End Users"). You agree to take all reasonable precautions to prevent unauthorized access to or use of the Services and will notify us promptly of any unauthorized access or use. We will not be liable for any loss or damage arising from unauthorized use. You will be solely responsible, at your own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for you and each End User to connect to, access, and use the Services.

3. Access and Use of the Services

3.1 Provision of the Services. We will make the Services available to you in accordance with these Terms and the Documentation. The Services will comply with any applicable service level agreement ("SLA"), which may be updated from time to time. Services will also comply with the [Twilio Security Overview](#). We will provide the Services in accordance with laws applicable to Twilio's provision of the Services to its customers generally (i.e. without regard for your particular use of the Services), and subject to your use of the Services in accordance with these Terms and the Documentation.

3.2 You may use the Services, on a non-exclusive basis, solely to: (a) use and make the Services available to End Users in connection with the use of the Services in accordance with the Documentation and our Acceptable Use Policy; (b) use the Services solely in connection with and as necessary for your activities pursuant to these Terms; and (c) allow your affiliates to use the Services (subject to Section 8 (Affiliates)) pursuant to this Section 3.

4. Customer Data

4.1 Use of Customer Data

"*Customer Data*" consists of data and other information made available to us by or for you through the use of the Services under these Terms.

Data Privacy. The terms of the [Data Protection Addendum](#) made part hereof ("*Data Protection Addendum*") shall apply when personal data is being processed pursuant to this Agreement. Additionally, personal data may be disclosed in accordance with the Privacy Policy. You acknowledge that you have read our [Privacy Policy](#) and understand that it sets forth how we will collect, store, use

and disclose your Customer Data including personal data. If you do not agree with our Privacy Policy, then you must stop using the Services immediately.

You instruct us to use and disclose Customer Data as necessary to (a) provide the Services consistent with Twilio's then-current Data Protection Addendum, Privacy Policy, Section 10.3, and this Section 4, including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Services, and (b) respond to any technical problems or your queries and ensure the proper working of the Services. You acknowledge that email and SMS are an insecure medium that is generally not encrypted in transit and security of information transmitted through the Internet can never be guaranteed and, accordingly, we are not responsible for any interception or interruption of any communications through the internet or for changes to or loss of Customer Data in connection with the Services.

5. Customer Responsibilities, Restrictions and Requirements

5.1 Your Responsibilities

You will: (a) be solely responsible for all use (whether or not authorized) of the Services and Documentation including for the quality and integrity of Customer Data; (b) use Services only in accordance with this Agreement, the Acceptable Use Policy, Documentation, or other applicable terms relating to the use of the Services, and applicable laws; (c) be solely responsible for all acts, omissions and activities of your End Users, including their compliance with these Terms, Documentation, the Acceptable Use Policy, and any other terms of sales of the Services; (d) do your best to prevent unauthorized access to or use of the Services and notify SFDC and Twilio promptly of any such unauthorized access or use; (e) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; and (f) comply with the representations and warranties you make in Section 11 (Representations and Warranties) below.

5.2 Services Usage Restrictions

With regard to the Services, you agree that: (a) you will not transfer, resell, lease, license or otherwise make available the Services to third parties or offer them on a standalone basis; (b) you will not attempt to use the Services to access or allow access to Emergency Services (meaning, an official government-sponsored emergency telephone number (such as 911 in North America or 112 in the European Union and other locations worldwide) which is used to dispatch professional emergency responders) unless the Service is expressly approved for [Emergency Services](#), and you use those Services strictly in accordance with the [Emergency Services Addendum](#); (c) you will ensure that the Services are used in accordance with all applicable law and third party rights, as well as these Terms and our [Acceptable Use Policy](#), as amended from time to time; (d) you will ensure that we are entitled to use your Customer Data, as needed to provide the Services; (e) you will not use the Services in any manner that violates any applicable law; (f) you will not use the Services to create, train, or improve (directly or indirectly) a substantially similar product or service, including any other machine translation engine; (g) except as allowed by applicable law, you will not reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist anyone else to create or derive the source code of any software provided in connection with the Services.

5.3 Suspension of Services

We may suspend the Services immediately upon notice for cause if: (a) you violate (or give us reason to believe you have violated) any provision of these Terms, our Acceptable Use Policy; (b) there is reason to believe the traffic created from your use of the Services or your use of the Services is fraudulent or negatively impacting the operating capability of the Services; (c) we determine, in our sole discretion, that providing the Services is prohibited by applicable law, or it has become impractical or unfeasible for any legal or regulatory reason to provide the Services; or (d) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets or change of control, a failure to continue business, assignment for the benefit of creditors, or if you become the subject of bankruptcy or similar proceeding, or (e) there is any use of the Services by Customer or End Users that in Twilio's judgment threatens the security, integrity or availability of the Services. However, Twilio will use commercially reasonable efforts under the circumstances to (x) provide you with notice and an opportunity to remedy such violation or threat prior to any such suspension; (y) where practicable limit the suspension based on the circumstances leading to the suspension (e.g., to certain phone numbers, sub-accounts or other subset of traffic); and (z) remove the suspension as quickly as reasonably practicable after the circumstances leading to the suspension have been resolved.

6. Changes to the Services

The features and functions of the Services, including the Twilio API and our [SLA](#), may change over time. It is your responsibility to ensure that calls or requests you make to the Services are compatible with our then-current Services. Although we try to avoid making changes to the Services that are not backwards compatible, if any such changes become necessary, we will use reasonable efforts to let you know at least sixty (60) days prior to implementing those changes.

7. Beta Offerings

From time to time, Twilio may make Beta Offerings available to you at no charge. You may choose to try such Beta Offerings or not in your sole discretion. Twilio may discontinue Beta Offerings at any time in our sole discretion and may decide not to make a Beta Offering generally available. For avoidance of doubt, such Beta Offerings are not "Services" under these Terms. "Beta Offerings" means services that are identified as alpha, beta, non-GA, limited release, developer preview, or any such similarly designated services, products, features, and documentation offered by Twilio.

8. Affiliates

Your affiliates mean any entity or person that controls you, is controlled by you, or under common control with you, such as a subsidiary, parent company, or employee. The term "control" means more than 50% ownership. Similarly, if we refer to our affiliates, we mean an entity or person that controls us, is controlled by us, or is under common control with us. Your affiliates must also agree to the Terms of Service to use or access the Services. If your affiliates use the Services under these Terms, then you and those affiliates will be jointly and severally responsible for the acts and omissions of your affiliates, including, but not limited to, their breach of these Terms. Any claim from any of your affiliates that use the Services pursuant to these Terms may only be brought against us by you on your affiliates' behalf.

9. Product Terms

Refer to www.twilio.com/legal for terms that apply to certain features and functionality of our Services.

10. Ownership and Confidentiality

10.1 General. As between you and Twilio, we exclusively own and reserve all right, title and interest in and to the Services, Documentation, our Confidential Information and all anonymized or aggregated data resulting from use and operation of the Services (such as but not limited to volumes, frequencies, or bounce rates) and that do not identify a natural person as the source of the information, as well as any feedback, recommendations, correction requests, or suggestions from you or any End User about the Services ("Contributions"). As between you and Twilio, you exclusively own and reserve all right, title and interest in and to Customer Data and your Confidential Information.

10.2 Suggestions and Contributions. We welcome your Contributions about the Services. But please know that by submitting Contributions you agree that: (a) we are not under any obligation of confidentiality with respect to your Contributions; (b) we may use or disclose (or choose not to use or disclose) your Contributions for any purpose and in any way; (c) we own your Contributions; and (d) you are not entitled to any compensation or reimbursement of any kind from us under any circumstances for your Contributions.

10.3 Confidentiality

10.3.1 "*Confidential Information*" means any information or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. Confidential Information does not include any information which: (a) is publicly available through no fault of the receiving party; (b) was properly known to the receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to the receiving party, without restriction, by another person without violation of the disclosing party's rights; or (d) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party.

10.3.2 Use and Disclosure. The receiving party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the disclosing party in writing, limit access to Confidential Information of the disclosing party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are legally bound to keep such information confidential consistent with the terms of this Section 10. Twilio may disclose the terms of any Order Form or other purchase of Services to its affiliates, legal counsel and accountants without your prior written consent, and Twilio will remain responsible for its affiliate's, legal counsel's or accountant's compliance with this Section 10 (Confidentiality). Notwithstanding the foregoing, (x) Twilio may disclose the terms of this Agreement and any applicable purchase transaction to a subcontractor to the extent necessary to perform Twilio's obligations under this Agreement, and (y) Twilio may use and disclose your Confidential Information as necessary to provide the Services, including as set forth in the Data Protection Addendum, and in each case of (x) and (y) under terms of confidentiality materially as protective as set forth herein.

10.3.3 Compelled Disclosure. Twilio may disclose your Confidential Information if so required pursuant to a regulation, law or court order. We will give you notice of the compelled disclosure (to the extent legally permitted). You will cover our reasonable legal fees for preparation of witnesses, deposition and testimony to the extent such compelled disclosure is in connection with a lawsuit or legal proceeding to

which you are a party or to the extent fees are incurred in connection with reasonable assistance we provide to you in connection with your efforts to contest disclosure.

10.3.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 10 and that, in the event of an actual or threatened breach of the provisions of this Section 10, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

11. Representations and Warranties; Warranty Disclaimer

11.1 Representations and Warranties

11.1.1 Recordings and Communications Monitoring. You represent and warrant that if you record or monitor telephone calls, SMS messages, or other communications using the Services, then you will comply with all applicable laws prior to doing so and will secure all required prior consents to record or monitor communications using the Services. We make no representations or warranties with respect to recording or monitoring of telephone calls, SMS messages, or other communications. You acknowledge that these representations, warranties, and obligations are essential to our ability to provide you with access to recording and monitoring features that are part of the Services, and you further agree to indemnify us and our affiliates in accordance with the terms of Section 12 (Mutual Indemnification) for claims arising out of or related to your acts or omissions in connection with providing notice and obtaining consents regarding such recording or monitoring of telephone calls, SMS messages, or other communications using the Services.

11.1.2 Customer Data. You represent and warrant that you have provided (and will continue to provide) adequate notices and have obtained (and will continue to obtain) the necessary permissions and consents to provide Customer Data to us for use and disclosure pursuant to Section 4 (Our Use of Customer Data).

11.1.3 We represent and warrant that the Services will perform materially in accordance with the applicable Documentation. Twilio's sole obligation, and your sole and exclusive remedy, in the event of any failure by Twilio to comply with this Section 11.1.3 will be for Twilio to, at Twilio's option, re-perform the affected Services or refund to you the fees you actually paid for the affected Services.

11.1.4 Export Controls. The Services may be subject to applicable export control and economic sanctions laws of the U.S. and other jurisdictions. Twilio and You each agree to comply strictly with all domestic and international export laws and economic sanctions regulations, in the case of Twilio, in providing the Services, and, in the case of you, in receiving and using the Services respectively, and to the extent consistent with these Term, you will obtain any necessary license or other authorization to export, re-export, or transfer the Services. These laws include restrictions on destinations, End Users, and end use. Without limitation, you may not transfer the Services without U.S. government authorization to any entity on a U.S. government exclusion list (e.g., the Department of Commerce's List of Denied Persons, Entity, or Unverified List, and the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List). Twilio represents that Twilio is not named on a U.S. government exclusion list. You represent that you or any End User using the Services is not named on a U.S. government exclusion list, and you further warrant that you will immediately discontinue use of the Services if you or any End User using the Services becomes placed on any such list.

11.2 Disclaimers

11.2.1 GENERAL DISCLAIMER. WITHOUT LIMITING A PARTY'S EXPRESS WARRANTIES AND OBLIGATIONS HEREUNDER, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND TWILIO MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND TWILIO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW. TWILIO ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO THIRD PARTY TELECOMMUNICATIONS PROVIDERS. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER, AND TWILIO SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH A BETA OFFERING. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TWILIO WILL NOT BE LIABLE AND WILL HAVE NO OBLIGATION TO INDEMNIFY CUSTOMER FOR SENSITIVE DATA THAT YOU OR ANY END USER SENDS TO TWILIO.

"Sensitive Data" has the meaning given in the [AUP](#).

12. Mutual Indemnification

12.1 Indemnification by Twilio. We will defend you from and against all claims, demands, suits or proceedings made or brought against you by a third party alleging that the Services infringe or misappropriate such third party's intellectual property rights ("Infringement Claim"), and will indemnify you from any damages, attorney fees, and costs finally awarded against you as a result of, or for amounts you pay to settle an Infringement Claim under a settlement for which Twilio has given its written approval.

12.2 Infringement Options. If your use of the Services has become, or in Twilio's opinion is likely to become, the subject of any Infringement Claim, Twilio may at its option and expense: (a) procure for you the right to continue using the Services as set forth herein; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate these Terms. This Section 12 states your exclusive remedy for any Infringement Claim by a third party.

12.3 Twilio will have no liability or obligation with respect to any Infringement Claim and a court award of damages (a) arising out of your use of the Services in breach of these Terms, (b) arising out of the combination, operation, or use of the Services with other applications, portions of applications, products, or services where the Services would not by themselves, and without modification, be infringing, or (c) arising from Services for which there is no charge.

12.4 Indemnification by You. You will defend Twilio, its officers, directors, employees, and affiliates ("*Twilio Indemnified Parties*") from and against any claim, demand, suit or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of (a) your or any of your End Users' breach of these Terms or your obligations under Section 5 (Customer Responsibilities, Restrictions and Requirements), or breach of your representations or warranties under Section 11 of these Terms; or (b) your or any of your End Users' use of the Services or any activities under these Terms (collectively, "*Customer Indemnifiable Claims*") and will indemnify Twilio from any damages, attorney fees, and costs finally awarded against Twilio Indemnified Parties as a result of, or for amounts paid by Twilio Indemnified Parties to settle a Customer Indemnifiable Claim under a settlement for which you have given your written approval.

12.5 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("*Indemnified Party*") will promptly notify the indemnifying party ("*Indemnifying Party*") of any Infringement Claim or Customer Indemnifiable Claim, as applicable (collectively referred to as a "Claim"), provided, however, that the failure to give such prompt notice shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (b) the Indemnifying Party will have the sole and exclusive authority to defend or settle any such Claim (provided that, the Indemnifying Party will obtain the Indemnified Party's consent in connection with any act or forbearance required by the Indemnified Party, which consent will not be unreasonably withheld); and (c) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party will not settle any Claims for which it has an obligation to indemnify pursuant to this Section 12 admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of the Indemnified Party without the Indemnified Party's prior written consent.

13. Limitation of Liability; Emergency Services

13.1 INDIRECT CONSEQUENTIAL AND RELATED DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF YOUR OBLIGATIONS UNDER SECTION 5 (CUSTOMER RESPONSIBILITIES, RESTRICTIONS AND REQUIREMENTS), IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13.2 LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING FROM BREACH OF YOUR OBLIGATIONS UNDER SECTION 5 (CUSTOMER RESPONSIBILITIES, RESTRICTIONS AND REQUIREMENTS) AND EXCEPT FOR AMOUNTS PAYABLE UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (MUTUAL INDEMNIFICATION) OF THESE TERMS, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT, AND REGARDLESS OF THE THEORY OF LIABILITY.

13.3 EMERGENCY SERVICES DISCLAIMER. NEITHER TWILIO NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD TWILIO HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE THE SERVICES TO CONTACT EMERGENCY SERVICES, AS DEFINED IN SECTION 2(b), ABOVE. TWILIO'S OUTBOUND COMMUNICATIONS SERVICES SHOULD NOT BE USED FOR CONTACTING EMERGENCY SERVICES. UNLESS THE TWILO SERVICE IS EXPRESSLY APPROVED FOR THIS PURPOSE AND YOU AND TWILIO HAVE ENTERED AN EMERGENCY SERVICES ADDENDUM <[APPROVED PRODUCTS](#) AND [ADDENDA](#)> IN CONNECTION WITH YOUR USE OF THE APPROVED PRODUCT.

13.4 THE PROVISIONS OF THIS SECTION 13 ALLOCATE THE RISKS PURSUANT TO THESE TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THESE TERMS. Note that these Terms apply solely to the Services covered hereunder, and do not cover the SFDC services. Twilio's liability under these Terms applies only to the Services covered hereunder and does not apply to the SFDC services. You must contact SFDC and not Twilio if you have any claims or concerns regarding the SFDC services.

14. Term; Termination

14.1 Term. These Terms, as may be updated from time to time, will commence on the date they are accepted by you (through your use of the Services) and continue until terminated in accordance with the agreement between you and SFDC or Section 14.2 (Termination) below ("*Term*").

14.2 Termination. Either party may terminate these Terms and close your customer account(s) for any reason upon thirty (30) days written notice to SFDC. Notwithstanding the preceding sentence, if there is an Order Form(s) in effect, then these Terms will not terminate until such Order Form(s) have expired or been terminated. Twilio, at its sole discretion, may terminate these Terms in the event you commit any material breach of these Terms and fail to remedy that breach within five (5) days after Twilio provides written notice of that breach to SFDC. You may also terminate these Terms in the event we commit a material breach of these Terms and fail to remedy that breach within five (5) days after your providing written notice of that breach to SFDC.

15. Survival

Upon termination of these Terms, the terms of this Section 15 and the terms of the following Sections will survive (i.e. still apply): Section 4 (Customer Data), Section 10 (Ownership and Confidentiality), Section 12 (Mutual Indemnification), Section 13 (Limitation of Liability; Emergency Services), Section 16 (General), and Section 17 (Agreement to Arbitrate).

16. General

16.1 Compliance with Laws. You will comply with the applicable law relating to your respective activities pursuant to these Terms. Twilio will provide the Services in accordance with laws applicable to Twilio's provision of the Services to its customers generally (i.e. without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement and the Documentation.

16.2 No Waiver, Order of Precedence. Our failure to enforce at any time any provision of these Terms, our Acceptable Use Policy, or any other of your obligations does not waive our right to do so later. And, if we do expressly waive any provision of these Terms, our Acceptable Use Policy, or any of your other obligations, that does not mean it is waived for all time in the future. Any waiver must be in writing and signed by you and us to be legally binding. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (except as otherwise expressly set forth in an applicable Order Form): (1) the AUP, (2) product-specific terms, (3) the Terms of Service and (4) the Documentation.

16.3 Assignment. You will not assign or otherwise transfer these Terms, in whole or in part, without our prior written consent. Any attempt by you to assign, delegate, or transfer these Terms will be void.

Twilio may assign these Terms, in whole or in part, without consent. Subject to this Section 16.3, these Terms will be binding on both you and Twilio and each of our successors and assigns.

16.4 Relationship. You and Twilio are independent contractors in the performance of each and every part of these Terms. Nothing in these Terms is intended to create or shall be construed as creating an employer-employee relationship or a partnership, agency, joint venture, or franchise. You and Twilio will be solely responsible for all of our respective employees and agents and our respective labor costs and expenses arising in connection with our respective employees and agents. You and Twilio will also be solely responsible for any and all claims, liabilities or damages or debts of any type that may arise on account of each of our respective activities, or those of each of our respective employees or agents, in the performance of these Terms. Neither you nor Twilio has the authority to commit the other of us in any way and will not attempt to do so or imply that it has the right to do so.

16.5 Severability. Except as described in Section 17 (Agreement to Arbitrate), if any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable and, in any event, the rest of these Terms will continue in full force and effect.

16.6 Notices. Any notice required or permitted to be given hereunder will be given in writing to the party at the address specified in this Agreement by personal delivery, certified mail, return receipt requested, overnight delivery by a nationally recognized carrier or by email. Notices to Twilio shall be copied to legalnotices@twilio.com, Attn: General Counsel.

16.7 Force Majeure. No failure, delay or default in performance of any obligation of a party shall constitute an event of default or breach of these Terms to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; flood, terrorist act; war; riot; theft; earthquake and other natural disaster. The party affected by such cause shall take all reasonable actions to minimize the consequences of any such cause.

16.8 Government Terms. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with these Terms. If you (or any of your End Users) are an agency, department, or other entity of any government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, or any related documentation of any kind, including technical data, software, and manuals, is restricted by these Terms. All other use is prohibited and no rights other than those provided in these Terms are conferred. The Services were developed fully at private expense.

16.9 Governing Law and Venue. The enforceability and interpretation of Section 17 (Agreement to Arbitrate) will be determined by the Federal Arbitration Act (including its procedural provisions). Apart from Section 17, these Terms will be governed by and interpreted according to the laws of the State of California without regard to conflicts of laws and principles that would cause laws of another jurisdiction to apply. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 17 (Agreement to Arbitration), any legal suit, action or proceeding arising out of or related to these Terms or the Services shall be instituted in either the state or federal courts of San Francisco, California, and we each consent to the personal jurisdiction of these courts.

16.10 Entire Agreement. Except as provided in these Terms and any exhibits or addenda or other terms incorporated by reference into these Terms, these Terms supersede all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written. No oral or written information or advice given by Twilio, its agents or employees will create a warranty or in any way increase the scope of the warranties or obligations under these Terms. Any purchase order document or similar document provided by you shall be construed solely as evidence of your internal business processes, and the terms and conditions contained thereon shall be void and have no effect with regard to these Terms between you and Twilio and be non-binding against Twilio even if signed by Twilio after the date you accept these Terms.

17. Agreement to Arbitrate

Before bringing a formal legal case, please first try contacting our Customer Support. Most disputes can be resolved that way.

17.1 We Both Agree to Arbitrate. If a dispute cannot be resolved through our Customer Support Team, you or any of your affiliates on one hand and Twilio and any of Twilio's affiliates on the other hand, all agree to resolve any dispute relating to these Terms or in relation to the Services by binding arbitration in San Francisco, California.

This applies to all claims under any legal theory, unless the claim fits in one of the exceptions below in Section 17.2 (Exceptions to Agreement to Arbitrate). It also applies even after you have stopped using the Services. If we have a dispute about whether this agreement to arbitrate can be enforced or applies to our dispute, we all agree that the arbitrator will decide that, too.

Pursuant to this Section 17 (Agreement to Arbitrate), you understand that you and your affiliates and Twilio and its affiliates are giving up the right to have a judge and/or jury resolve any controversy or claim arising out of or relating to these Terms or the Services.

17.2 Exceptions to Agreement to Arbitrate. You and your affiliates on one hand, and Twilio and its affiliates on the other hand, agree that we will go to court to resolve disputes relating to:

(a) Your, your affiliates', Twilio's or Twilio's affiliates' intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents); or

(b) Your violation of our Acceptable Use Policy.

Also, any of us can bring a claim in small claims court either in San Francisco, California, or the county where you live, or some other place we both agree on, if it qualifies to be brought in that court. In addition, if any of us brings a claim in court that should be arbitrated or any of us refuses to arbitrate a claim that should be arbitrated, the other of us can ask a court to force us to go to arbitration to resolve the claim (i.e., compel arbitration). Any of us may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

17.3 Details of Arbitration Procedure. Prior to filing any arbitration, both parties jointly agree to seek to resolve any dispute between us by mediation conducted by the American Arbitration Association (AAA), with all mediator fees and expenses paid equally by the parties. If mediation is not successful, either party may initiate an arbitration proceeding with AAA. You can look at AAA's rules and procedures on their [website](#) or you can call them at 1-800-778-7879. The arbitration will be governed by the then-

current version of AAA's Commercial Arbitration Rules (the "*Rules*") and will be held with a single arbitrator appointed in accordance with the Rules. To the extent anything described in this Section 17 conflicts with the Rules, the language of this Section 17 applies. Each of us will be entitled to get a copy of non-privileged relevant documents in the possession or control of the other party and to take a reasonable number of depositions. All such discovery will be in accordance with procedures approved by the arbitrator. This Section 17 does not alter in any way the statute of limitations that would apply to any claims or counterclaims asserted by either party. The arbitrator's award will be based on the evidence admitted and the substantive law of the State of California and the United States, as applicable, and will contain an award for each issue and counterclaim. The award will provide in writing the factual findings and legal reasoning for such award. The arbitrator will not be entitled to modify these Terms. Except as provided in the Federal Arbitration Act, the arbitration award will be final and binding on the parties. Judgment may be entered in any court of competent jurisdiction.

17.4 Class Action Waiver. Both you and your affiliates, on one hand, and Twilio and its affiliates on the other hand, agree that any claims or controversies between us must be brought against each other on an individual basis only. That means neither you and your affiliates on one hand nor Twilio and its affiliates on the other hand can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action. The arbitrator cannot combine more than one person's or entity's claims into a single case, and cannot preside over any consolidated, class or representative proceeding (unless we agree otherwise). And, the arbitrator's decision or award in one person's or entity's case can only impact the person or entity that brought the claim, not other Twilio customers, and cannot be used to decide other disputes with other customers. If a court decides that this Section 17.4 (Class Action Waiver) is not enforceable or valid, then the entire Section 17 (Agreement to Arbitrate) will be null and void (i.e., go away). But, the rest of the Terms will still apply.

18. Additional Terms

18.1 For customers using Twilio to process personal data from the European Economic Area (EEA), Switzerland, or the United Kingdom:

EU Data Protection Addendum. If Twilio will be processing personal data from the EEA, Switzerland, or the United Kingdom on your behalf, the Data Protection Addendum incorporated by reference into these Terms of Service will apply.

18.2 For more information about Twilio's compliance with the GDPR, please click [here](#).

18.3 For Customers who reside in European Economic Area (EEA), Switzerland, or the United Kingdom: the following additional terms shall apply:

18.3.1 In relation to the limitation of liability: Nothing in this Agreement shall exclude or limit the liability of either party for (i) gross negligence or intentional misconduct of such party, (ii) death or personal injury caused by that party's negligence or (iii) fraud or fraudulent misrepresentation or (iv) any other liability to the extent that the same may not be excluded or limited as a matter of applicable law.

18.3.2 In relation to updating these Terms: Twilio may amend or modify these Terms from time to time, in which case the amended or modified version of these Terms will supersede all prior versions. Twilio will notify SFDC not less than thirty (30) days prior to the effective date of any such amendment or modification about the intended amendments or modifications. If you do not object to the amendment

or modification within thirty (30) days from the aforementioned notice, such non-objection may be relied upon by Twilio as your consent to any such amendment or modification. Twilio will inform you about your right to object and the consequences of non-objection with the aforementioned notice. Please note, Twilio may not be able to provide at least thirty (30) days prior written notice of updates to these Terms of Service that result from changes in the law or requirements from telecommunications providers.

18.4 For Customers who reside in Germany the following additional terms shall apply:

18.4.1 In relation to Warranties:

(aa) Twilio warrants that the Services will operate in accordance with the Documentation and will materially comply with any specifications contained therein. Both parties agree that to the extent the Customer is entitled to any statutory warranty rights, the applicable statutory warranty period is hereby reduced to twelve (12) months

(bb) Any and all further warranties are excluded.

[END]

Appendix L

Flex Zendesk Terms

Amendment to Twilio Terms of Service Applicable to Subscribers of the Flex App in the Zendesk Marketplace

This amendment to [Twilio's Terms of Services](#) (the “ToS,” collectively, as amended, the “App Terms”) applies to Subscribers. “Subscribers,” as used herein, are Zendesk Customers who are users of the Twilio Services and that are accessing or using or wish to access or use the Twilio Services through the Twilio Flex Application available on the Zendesk Marketplace available at (the “Flex App”). By using the Flex App, you agree to be bound by the App Terms. Any other use of the Twilio Services shall continue to be subject to the ToS. Any capitalized term that is not defined herein shall have the meaning set forth in the ToS.

[A. IP Rights and Licenses](#)

Twilio grants Subscriber a limited, non-exclusive, non-transferable license to use the Twilio Services provided in connection with the Flex App during the term solely for use in conjunction with Subscriber’s use of the Zendesk Services.

Subscriber hereby assigns to Twilio all right, title and interest (including intellectual property rights) in and to any new feature improvement, suggestion, enhancement request, recommendation, correction, idea or other feedback that Subscriber may provide to Twilio relating to the Flex App and Twilio Services (collectively, “Feedback”), and Subscriber agree that Twilio shall be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever without compensation to Subscriber.

[B. Data Privacy and Acknowledgment of Use](#)

Any of Subscriber’s data, including the personal information of Subscriber and Subscriber’s End Users, collected, transferred, stored or otherwise processed through Subscriber’s use of the Flex App shall be processed in accordance with Twilio’s Privacy Policy, available at . By using the Flex App, as integrated with Zendesk’s Services, Subscriber has the ability to enable features and functionality within the Flex App “the “Features”). Subscriber acknowledges and agrees that by using the Flex App and enabling any of the Features of the Flex App, Subscriber would be transferring data collected and processed by Twilio to Zendesk for use with the Zendesk Service. Any such data transferred to Zendesk would be governed under Zendesk’s privacy policy, available at <https://www.zendesk.com/company/customers-partners/privacy-policy/>.

Furthermore, Subscriber understands and agrees that it is Subscriber’s responsibility, and not Twilio’s, to appropriately handle and delete any data that is copied from Twilio over to the Zendesk Services through the Flex App. This includes both data with personally identifiable information and data without personally identifiable information.

[C. Payment Terms](#)

Subscriber acknowledges and agrees that the payment terms set forth in the App Terms shall govern Subscriber's payment obligations for any fees accrued based on Subscriber's use of the Flex App. For the avoidance of doubt, the App Terms shall govern and control in the event of a conflict between the App Terms and any Zendesk payment terms for any payment obligations related to Subscriber's use of the Flex App.

D. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE APP TERMS, TWILIO'S AGGREGATE LIABILITY TO SUBSCRIBER OR ANY THIRD PARTY ARISING OUT OF THESE APP TERMS OR OTHERWISE IN CONNECTION WITH SUBSCRIBER'S USE OF THE FLEX APP, SHALL IN NO EVENT EXCEED THE LESSER OF ONE HUNDRED DOLLARS (\$100.00) OR THE AMOUNTS PAID BY SUBSCRIBER TO TWILIO FOR USE OF THE FLEX APP DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE APP TERMS BETWEEN THE PARTIES AND TWILIO HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SUBSCRIBER THE RIGHTS TO ACCESS AND USE THE FLEX APP PROVIDED FOR IN THESE APP TERMS.

E. Availability of the Flex App

Subscriber understands that use of the Flex App is subject to Zendesk permitting the Flex App to be available through the Zendesk Marketplace (the "Marketplace") and the Zendesk Services. Zendesk may decide to no longer support the Flex App, potentially with little or no notice to Twilio or Subscriber. Subscriber understands this risk and agrees that Twilio shall bear no liability if Subscriber's use of the Flex App is interrupted, temporarily or permanently, if Twilio is unable to provide it through the Zendesk Marketplace and Zendesk Services on commercially reasonable terms or for any other reason.

F. Required Zendesk Marketplace Terms

- (i) For the avoidance of doubt, Twilio is the licensor of the Flex App and Zendesk is not a Party to the App Terms set forth in this Amendment and the TOS.
- (ii) Except as otherwise limited by the App Terms imposed or required by the Twilio, Twilio grants Subscriber a perpetual, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate the Flex App in connection with Subscriber's active Zendesk account for a Zendesk Services.
- (iii) Any information that Twilio collects, stores and processes from Subscriber or the systems Subscriber uses to access or deploy the Flex Application, including Service Data, as defined in Zendesk's terms of service, will be subject to the App Terms, Twilio Privacy Policy, and any other terms that the Twilio provides to Subscriber, and will not be subject to the Zendesk's privacy policy, except for as otherwise expressly set forth under the App Terms.
- (iv) Subscriber may not modify, reverse engineer, decompile or disassemble the Flex App in whole or in part, or create any derivative works from or sublicense any rights in the Flex App, unless otherwise expressly authorized in writing by Twilio.
- (v) Each of Subscriber, Zendesk and Twilio shall maintain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any

other intellectual property and/or proprietary rights (collectively, "IP Rights"). The rights granted to Subscriber to use the Flex App under these App Terms do not convey any additional rights in the Flex App or Zendesk Services, or in any IP Rights associated therewith. Subject only to limited rights to access and use the Flex App as expressly stated herein, all rights, title and interest in and to the Flex App and all hardware, software and other components of or used to provide the Flex App, including all related IP Rights, will remain with and belong exclusively to Twilio. Twilio shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to incorporate into the Flex App or otherwise use any suggestions, enhancement requests, recommendations or other feedback it receives from Subscriber.

[G. Modification; Conflict](#)

Unless amended herein, the terms of the ToS shall remain in full force and effect. No modification to the App Terms, nor any waiver of any rights, will be effective unless consented to in a writing signed by both Parties. In the event there is a conflict between the App Terms and the ToS, the App Terms shall prevail.

Appendix M

Partner Program Policies

Last Updated February 8th, 2021

SUMMARY:

Twilio Build is a partner program for cloud innovators and change agents, with a mission to transform how businesses connect their customers in the modern world. Twilio Build empowers our partners in that mission through tailored resources, training, and tools. Through this program, Twilio shares expertise around specific business functions, product areas, and industries so our partners can best serve customers and differentiate their practices.

These policies describe the requirements for participating in the Twilio Build program, including access to the Build Community and to the Twilio Showcase (*"Program Policies"*). Additional terms and associated benefits for participating in Twilio's Consulting and Technology Partner Programs are also outlined below.

Twilio may revise these Program Policies from time to time. If we do, the revised terms will supersede prior versions. Unless Twilio says otherwise, revisions will be effective upon the effective date indicated above.

1. PROGRAM OVERVIEW

1.1. Enrollment. To enroll in Twilio's Technology Partner Program or the Consulting Partner Program, you must complete the Program Application located online at [Become a Twilio Partner](#). As part of this application, you must satisfy Twilio's qualifications and requirements and agree to the Partner Terms of Service (*"PTOS"*) at <https://showcase.twilio.com/s/partner-tos>.

Once your application to become a Partner has been approved by Twilio, your participation in Twilio Build will be subject to the applicable requirements outlined in the [Technology Partner Program Guide](#) and [Consulting Partner Program Guide](#) (*"Program Requirements"*).

1.2. Onboarding. Once you are approved as a Twilio Partner, you will receive a confirmation email from Twilio containing log-in credentials to Build Community and Twilio Showcase.

1.3. Benefits. In order to receive the program benefits of Twilio Build, you must remain in good standing with the applicable Program Requirements. Twilio has the right to audit your progress and your fulfillment of the Program Requirements.

2. PUBLICITY AND MARKETING

2.1. Opt-In to Twilio's Program Marketing. Twilio may use the contact information you provide to periodically send you information about Twilio, Twilio Build, or other material that Twilio believes may be of interest to you as a Partner. You give us permission to collect, store, use, disclose and process any information that you provide to us in connection with the Program, including information from your use of the Twilio site or any third party websites and software. Twilio will use your personal information

according to the Twilio privacy policies which are available on the Twilio Legal Page at <https://www.twilio.com/legal/tos> and can be found by navigating to the section titled “Privacy.”

If you would like to unsubscribe from these updates and marketing, please let Twilio know by responding to the confirmation email we send you when you join the Partner Program. Going forward, you can always unsubscribe at any time by contacting our support team.

2.2 Press Releases and Public Statements. Please note that as a Partner, you will need to get Twilio’s prior written approval on any press releases or other public statements regarding your participation as a Partner in Twilio Build.

2.3 Identifying Yourself as a Twilio Build Partner. If your participation in the Program meets the qualifications described in the Program Policies (each qualified partner, a “*Logo Partner*”), Twilio may provide you with a graphic image that identifies you as a Program participant (the “*Twilio Build Partner Logo*”), which we may modify from time to time. Twilio may also assign different badges based on the partner tier level (“*Program Tiers*”) a Logo Partner achieves (each a “*Partner Badge*”).

As a Logo Partner, you may use and display the Partner Badge that corresponds with the Program Tier that Twilio has designated for you. Specifically, you will have a non-exclusive, worldwide, royalty-free, revocable license to display the most recent version of the Twilio Partner Program Logo and/or Partner Badge on your websites and your offline materials (e.g., in any printed material, mailing, or other document) to identify your participation in the Program. Any additional uses of the Twilio Partner Program Logo or Partner Badge requires Twilio’s prior written approval.

It is important that you may not modify your Twilio Partner Program Logo or Partner Badge in any way, and that you may not transfer, assign or sublicense your Twilio Partner Program Logo or Partner Badge to any other person or entity. When using the Twilio Partner Program Logo or Partner Badge, you must also follow Twilio’s guidelines at <https://www.twilio.com/legal/trademark>, as those guidelines are updated from time to time.

Twilio may revoke your license to use your Twilio Partner Program Logo or Partner Badge at any time by giving you written notice. Twilio reserves all rights in the Twilio Partner Program Logo and Partner Badges and related intellectual property rights. Except as expressly described in this Section, Twilio does not transfer or license any additional rights to the Twilio Partner Program Logo and the Partner Badge, or related intellectual property rights.

Further information about Partner Badges and Program Tiers is available in the [Technology Program Guide](#) and the [Consulting Program Guide](#).

3. PROGRAM CONTENT AND INFORMATION

3.1. Program Content. Twilio may provide to you as a Program benefit text, images, web content, audio, video, or other content (excluding software) through a variety of means including through the Build Community and third-party websites and software (“*Program Content*”).

3.2. Ownership and Usage. Twilio exclusively owns and reserves all right, title and interest in the Services, Documentation, Twilio's Confidential Information, and any Service Data that Twilio gathers while providing Services (as these terms are defined in the PTOS). Twilio reserves all rights not expressly granted to you. In turn, you will exclusively own and reserve all right, title and interest in your own

Partner Solutions, your own Confidential Information, and your End Customer Data (as those terms are defined in the PTOS).

3.3. Restrictions. You agree that you will not use the Program Content in any manner or for any purpose other than as expressly permitted by these Program Policies. You may not and may not attempt to: (a) use, reproduce, sell, sublicense, distribute or otherwise transfer any Program Content to any third party; or (b) modify, alter or otherwise create derivative works of any Program Content. During and after your term as a Partner, you will not assert, nor will you authorize, assist, or encourage any third party to assert, any copyright infringement claim or other intellectual property infringement claim regarding the Program Content you have used.

3.4. Feedback. As described in the PTOS, Twilio may freely use the recommendations, suggestions, improvement or correction requests, comments, or other feedback that you provide relating to the Twilio Services ("*Feedback*"). Feedback will not be treated as confidential, and Twilio may use or incorporate Feedback into the Twilio Services or use it for any other purpose.

Appendix N

Partner Terms of Service (PTOS)

Last Updated February 8th, 2021

In these Partner Terms of Service (hereafter the “PTOS” or the “Partner Terms”), “we,” “us,” “our” or “Twilio” will refer collectively to Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 and its Affiliates. The terms “Partner,” “you,” and “your” will refer to you.

Twilio provides its Twilio Build program (“Partner Program”) and associated Services (defined below) subject to these Partner Terms. When we refer to Partner Services, this includes both our Services and the additional materials and services that are specific to Twilio’s Partner Program, including access to the Build Community (the “Community”).

To enroll in the Twilio Partner Program either on behalf of yourself or your organization, Partner must review and then accept these Partner Terms by checking the box indicating acceptance. If you are enrolling in the Partner Program on behalf of an organization, then you are agreeing to these Partner Terms for that organization and promising to Twilio that Partner has the authority to bind that organization to these Partner Terms (in which case, the terms “you” and “your” will refer to that organization).

PLEASE REVIEW THESE PARTNER TERMS CAREFULLY. ONCE ACCEPTED, THESE PARTNER TERMS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. IF YOU DO NOT AGREE TO BE BOUND BY THESE PARTNER TERMS, YOU SHOULD NOT CHECK THE ACCEPTANCE BOX.

“Acceptable Use Policy” means certain terms and conditions relating to the use of the Services available at <https://www.twilio.com/legal/aup>.

“Affiliate” means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

“Beta Offerings” means Services that are identified as alpha, beta, not generally available, limited release, developer preview, or any similar Services offered by Twilio.

“Customer Application” means any software application or service that an End Customer makes available through, or creates, using developer tools provided by Twilio or that interfaces with the Services. any software application or service that an End Customer makes available to End Users that interfaces with the Services.

“Documentation” means the then-current version of Twilio’s documentation, including any usage guides and policies, for the Services available at <https://www.twilio.com/docs>.

“EndCustomer” means a customer of a Partner who uses the Services either (i) directly through a resale or referral by a Partner or (ii) indirectly via a Partner Solution.

“End Customer Data” means any data and other information made available by or for the End Customer, to Twilio, and/or Partner through the End Customer’s use of the Services under these Partner Terms.

“End User” means any user of each End Customer Application. When we refer to an *“End User”* we mean anyone who has access to or otherwise accesses any Customer Application.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Order Form” means an ordering document between Partner, as applicable, and Twilio (or any of their Affiliates) that specifies mutually agreed upon rates for certain Services and other commercial terms, including any applicable minimum spend commitments.

“Partner Services” means Twilio’s Services together with the associated Partner Program materials and services that Partner receives as part of the Partner Program policies set forth at <https://showcase.twilio.com/s/program-policies>.

“Partner Data” means data and other information made available by or for Partner, to Twilio, through Partner’s use of the Services under these Partner Terms.

“Privacy Policy” means the then-current privacy policy for the Services available at <https://www.twilio.com/legal/privacy>.

“Services” means the products and services that are ordered by Partner under an Order Form, or provided by Twilio to Partner on a trial basis or otherwise free of charge. Services may include products and services that provide both (a) the platform services, including access to any application programming interface (*“Twilio API”*) and (b) where applicable, connectivity services, that link the Services to the telecommunication providers’ networks via the Internet. Twilio may make available other program offerings and services from time to time under additional terms, subject to the Partner meeting the application qualification criteria.

“Service Data” means any data, in anonymized or aggregated form that does not identify Customer, End Users, or any natural person, generated or derived from the use or operation of the Services, including volumes, frequencies, bounce rates, and performance results for the Services.

“Short Code” means an abbreviated phone number that is 5 or 6 digits in length that is used to send SMS and MMS messages.

“Support Terms” means the terms of support for the Services available at <https://www.twilio.com/support-plans>.

“Twilio Acceptable Use Policy” or *“AUP”* means certain terms and conditions relating to the use of the Services available at <https://www.twilio.com/legal/aup>.

“Twilio Security Overview” means the security related terms applicable to the Services available at <https://www.twilio.com/legal/security-overview>.

“Twilio SLA” means the service level agreement available at <https://www.twilio.com/legal/service-level-agreement>.

“Twilio Terms of Service” means the Twilio Terms of Service available at <http://www.twilio.com/legal/tos>, as may be updated from time to time.

1. Changes to The Partner Terms

Twilio may update these Partner Terms from time to time upon reasonable notice, which may be provided via Partner’s account, e-mail or by posting an updated version of these Partner Terms at <https://www.twilio.com/legal/>. The updated version of these Partner Terms will supersede all prior versions, and will become effective on the date given in those updated Partner Terms.

Following such notice, your continued use of the Services and participation in the Partner Program constitutes Partner's acceptance of such updates. If you do not agree to such updates, you should stop your use of the Services and participation in the Partner Program.

Exceptions: Twilio may not be able to provide prior written notice of updates to these Partner Terms that result from changes in the law or requirements from telecommunications providers.

Service & Country Specific Requirements. Additional requirements for specific Services, including any country specific requirements, are set forth at <https://www.twilio.com/legal/service-country-specific-terms> and apply solely to the extent Partner’s End Customers and its End Users use those specific Services.

2. Enrollment in the Partner Program

2.1 Application and Enrollment. You may apply to join the Partner Program by completing the application at <https://www.twilio.com/partner-solutions/become-a-partner>. You must satisfy Twilio’s qualifications and requirements in order to be approved, and you must comply with both these Partner Terms and the Partner Program Policies at <https://www.twilio.com/legal/tos> on an ongoing basis. Twilio offers different partner classifications. Twilio may require Partners to enter additional terms and conditions that apply to different partner classifications.

2.2 Publicity. Twilio will notify you in writing if you are approved to participate in the Partner Program. Until you receive this notification, you may not represent yourself as a Twilio Partner. In addition, once you are approved, you may not issue any press releases or other public statements regarding your status as a Partner or your participation in the Build Community without Twilio’s prior written consent.

2.3 Affiliates. Partner’s Affiliates are not permitted to participate in this Program or use the Services under these Partner Terms. Each of your Affiliates that wants to participate in the Partner Program must accept these Terms individually and create its own account.

3. Partner Rights, Responsibilities, and Restrictions

3.1 Provision of the Services. Twilio will: (a) make the Services available to Partner or, as applicable, the End Customers pursuant to these Partner Terms, the Documentation and any applicable Order Forms; (b) comply with the Twilio SLA; (c) comply with the security terms for the Services as set forth in the Twilio Security Overview; (d) provide the Services in accordance with laws applicable to Twilio’s provision of the Services to its Partners generally (i.e., without regard for Partner or the End Customers’ particular use of the Services), and subject to Partner’s and the End Customer and the End Users’ use of the Services in accordance with these Partner Terms, the Documentation and any applicable Order Form; (e) make commercially reasonable efforts to use industry standard measures designed to scan,

detect and delete Malicious Code; (f) if applicable, use trained, qualified personnel to provide the Services; and (g) use commercially reasonable efforts to provide Partner with applicable support for the Services as described in the Support Terms.

3.2 Partner Responsibilities. Partner will: (a) be solely responsible for all use (whether or not authorized) of the Services and Documentation under its account, including for the quality and integrity of End Customer Data and each End Customer Application and/or Partner Solution; (b) use, provide and resell Services only in accordance with these Partner Terms, the Acceptable Use Policy, Documentation, Order Forms or other applicable terms related to the use of the Services, and applicable laws; (c) be solely responsible for all acts, omissions and activities of its End Customers, including their compliance with these Partner Terms, Documentation, the Acceptable Use Policy, and any Order Forms or other terms of sales of the Services as mutually agreed to by the parties in writing; (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify Twilio promptly of any such unauthorized access or use; (e) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers; (f) at its sole cost and expense, obtain all permits, licenses and registrations necessary in connection with its performance of these Partner Terms and manage the same on behalf of End Customers, as required by applicable law; (g) not attempt to reverse engineer, decompile, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code of the Services or related software; (h) ensure Twilio is provided with accurate and up-to-date information as required to provide the Services, including for the provisioning of phone numbers; (i) escalate any End Customer requests for credits under the Twilio SLA to Twilio for review and ensure any credits are properly applied to End Customer's account; (j) comply with the representations and warranties set forth in Section 9 (Representations, Warranties, and Disclaimers) below; (k) where Twilio has authorized Partner to resell Services, diligently market, promote, advertise, and provide access to the Software and maintain a staff of personnel with reasonable knowledge of Twilio and the Services; and (l) not engage in any deceptive, misleading, illegal or unethical marketing activities that may be detrimental to the Twilio brand.

3.3 Requirements for End Customer Terms. Partner shall ensure that before an End Customer accesses the Services, the End Customer has either accepted the Twilio Terms of Service online (the "*Customer TOS*") or that the End Customer has entered an agreement with Partner with terms and conditions as protective of Twilio as the Customer TOS (the "*End Customer Terms*"). Partner will indemnify Twilio for any differences between the Customer TOS and the End Customer Terms. Partner will ensure that the End Customer has no rights to sue Twilio, and that Twilio is a third party beneficiary under the End Customer Terms. Partner shall not enter into agreements with End Customers that attempt to bind Twilio to additional terms and conditions, or that either restrict Twilio's rights as a third party beneficiary or expand Twilio's obligations to Partner and/or End Customer, without Twilio's prior written consent. For example, Partner is prohibited from agreeing to (i) provisions that would extend Twilio's liability beyond the limitation of liability contained in these Partner Terms; or (ii) provisions that would add security or data privacy requirements on behalf of Twilio, or that would restrict Twilio's ability to block or suspend Services of an End Customer as more fully described in the TOS. In the event that an End Customer breaches the Customer TOS or End Customer Terms, Partner will immediately notify Twilio and will take whatever action Twilio directs to address the breach (which may include terminating the relationship with the End Customer).

3.4 Marketing. Twilio hereby grants to Partner a non-exclusive, non-transferable, and non-assignable, revocable right to use Twilio's Marks (as defined below) solely as reasonably necessary for Partner to perform its obligations under these Partner Terms. "*Marks*" means all trademarks, service marks, trade names, logos, or other words or symbols associated with the Services or Twilio's business with respect to the Services. Partner will use the Twilio Marks exactly in the format provided and in accordance with any trademark usage authorizations granted by Twilio pursuant to <https://www.twilio.com/legal/logo-use>. Twilio may, from time to time, specify any uses of the Twilio Marks that are no longer permitted.

3.5 Partner Restrictions. Partner is not authorized to: (a) appoint any agents, dealers, sub-Partners, representatives, subcontractors, and/or other third parties to advertise, promote, resell, transfer or distribute the Services, unless Partner and Twilio agree otherwise in writing; (b) resell the Services to contact or allow End Customers to contact an official government-sponsored emergency telephone number (such as 911 in North America or 112 in the European Union and other locations worldwide) which is used to dispatch professional emergency responders ("*Emergency Services*"), unless the Service is expressly identified as approved for Emergency Services at <https://www.twilio.com/legal/emergency-services>, and unless the End Customer agrees to use those Services strictly in accordance with the Emergency Services Addendum available at that link or enters such other agreement as Twilio deems appropriate; and (c) will not directly use and will not allow End Customers to use the Services in any manner that violates the Acceptable Use Policy or any applicable law.

3.6 Changes to the Services. Partner acknowledges that the features and functions of the Services may change over time; provided, however Twilio will not materially decrease the overall functionality of the Services. It is Partner's responsibility to ensure each End Customer Application is compatible with the Services. Although Twilio endeavors to avoid changes to the Twilio APIs that are not backwards compatible, if any such changes become necessary, Twilio will use commercially reasonable efforts to notify Partner at least sixty (60) days prior to implementation. In the event that Twilio makes a non-backwards compatible change to a Twilio API and such change materially and negatively impacts Partner and/or End Customer's use of the Services ("*Adverse API Change*"), then (a) Partner shall notify Twilio of the Adverse API Change and (b) Twilio may agree to work with the Partner and/or End Customer to resolve or otherwise address the Adverse API Change, except where Twilio in its sole discretion has determined that an Adverse API Change is required for security reasons, by telecommunications providers or to comply with applicable law or regulations.

3.7 Professional Services. Partner may be authorized to sell Professional Services for implementation or integration or ongoing maintenance and support (combined, the "*Professional Services*"), which shall be described in a separate, mutually agreed upon and signed appendix with Twilio. Partner will perform Professional Services for implementation to End Customers in connection with a valid Statement of Work ("*SOW*") that has been executed by an authorized representative of each party. Each SOW shall identify the technical requirements for the implementation and any additional or different payment terms. Partner shall similarly execute a separate statement of work with End Customer that aligns with End Customer's instructions and requirements.

3.9 Reservation of Rights. All rights not specifically granted by Twilio hereunder are reserved by Twilio.

4. Additional Product and Services

4.1 Add-Ons. Twilio may make available through the Twilio Marketplace additional features, functionality, and services (each an "*Add-On*") offered by third-party partners (each an "*Add-On*")

Provider"). Twilio will provide such Add-Ons pursuant to the terms available at <https://www.twilio.com/legal/add-ons>. If an End Customer chooses to use an Add-On, then if Partner, at its sole discretion, decides to purchase any Add-Ons, Partner will be required to accept the Add-On Provider's terms of service. Partner may not provide an Add-On as a standalone option to its End Customers or resell Add-Ons to others.

4.2 Provision of Short Codes; Phone Number Porting. Twilio may provide phone numbers and short codes to Partner and/or Partner's End Customers pursuant to the terms available at <https://www.twilio.com/legal/phone-numbers> and <https://www.twilio.com/legal/short-codes>.

5. Ownership, Use of Partner and End Customer Data, and Confidentiality

5.1 Ownership Rights.

(a) Twilio Property. As between the parties, Twilio exclusively owns and reserves all right, title and interest in and to the Services, Documentation, Twilio's Confidential Information, and Service Data.

(b) Partner Property. Partner exclusively owns and reserves all right, title and interest to the Partner Solution, Partner Data, and Partner's Confidential Information.

(c) End Customer Property. End Customer exclusively owns and reserves all right, title and interest in and to the End Customer Applications and End Customer Data.

5.2 Feedback. Partner, End Customer and End Users may provide recommendations, suggestions, improvement or correction requests, comments or other feedback (collectively, "*Feedback*") to Twilio. Partner grants Twilio a worldwide perpetual, irrevocable, royalty-free license to use, exploit and incorporate such Feedback into the Services. Please know, however, that (a) Feedback will not be treated as your Confidential Information or as End Customer Confidential Information; (b) Twilio may use or disclose, or choose not to use or disclose, Feedback for any purpose and in any way; (c) you and any End Customer are not entitled to any compensation or reimbursement of any kind from Twilio under any circumstances for Feedback.

5.4 Use of Partner Data and End Customer Data. Partner instructs us to use and disclose Partner Data, and Partner shall obtain the right for Twilio to use and disclose End Customer Data as necessary to (a) provide the Services consistent with Twilio's then-current Privacy Policy, this Section 5.4, Section 5.6 (Confidentiality), and the Data Protection Addendum, including detecting, preventing, and investigating security incidents, fraud, spam, or unlawful use of the Services and (b) respond to any technical problems or Partner and/or End Customer queries and ensure the proper working of the Services. Partner acknowledges that the Internet and telecommunications providers' networks are inherently insecure. Accordingly, Partner agrees Twilio is not liable for any changes to, interception of, or loss of Partner Data and/or End Customer Data while in transit via the Internet or a telecommunications provider's network.

5.5 Data Privacy. The Data Protection Addendum available at <https://www.twilio.com/legal/data-protection-addendum> ("*DPA*") describes Twilio's processing of the Partner Data and any End Customer Data. Additionally, personal data may be disclosed in accordance with the "[Privacy Policy](#)". If you do not agree with the terms of our [Data Protection Addendum](#) or our [Privacy Policy](#), you should stop using the Services immediately.

5.6 Confidentiality.

5.6.1 Definition. “*Confidential Information*” means any information or data, regardless of whether it is in tangible form, disclosed by either party (“*Disclosing Party*”) to the other party (“*Receiving Party*”) that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure, including, without limitation, these Partner Terms, any Order Forms, Customer Data, the Documentation, security reports and attestations, audit reports, customer lists, pricing, phone numbers, concepts, processes, plans, designs and other strategies, “know how”, financial, and other business and/or technical information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information which: (i) is publicly available through no breach of these Partner Terms or fault of Receiving Party; (ii) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (iii) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without violation of Disclosing Party's rights; or (iv) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

5.6.2 Use and Disclosure. Except as otherwise authorized by Disclosing Party in writing, Receiving Party will not (i) use any Confidential Information of Disclosing Party for any purpose outside the scope of these Partner Terms and (ii) disclose or make Confidential Information of Disclosing Party available to any party, except to its, its Affiliates’, and their respective employees, legal counsel, accountants, contractors, and in Twilio’s case, subcontractors (collectively, “*Representatives*”) who have a “need to know” in order to carry out the purpose of these Partner Terms. Receiving Party is responsible for its Representatives’ compliance with this Section 5.6. Representatives will be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 5.6. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care. Notwithstanding the foregoing, Customer may disclose to its End Users Twilio’s SOC2 or similar report, which will constitute Twilio’s Confidential Information, only to an End User’s employee or contract worker who has a “need to know” for such Confidential Information and is legally bound to terms of confidentiality that are at least as protective as the terms of this Section 5.6.

5.6.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if so required pursuant to a regulation, law, subpoena, or court order (collectively, “*Compelled Disclosures*”), provided Receiving Party gives Disclosing Party notice of a Compelled Disclosure (to the extent legally permitted). Disclosing Party will cover Receiving Party's reasonable legal fees for preparation of witnesses, deposition, and testimony to the extent such Compelled Disclosure is in connection with a lawsuit or legal proceeding to which Disclosing Party is a party or to the extent fees are incurred in connection with reasonable assistance provided to Disclosing Party in connection with Disclosing Party's efforts to contest such Compelled Disclosure.

5.6.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 5.6 and that, in the event of an actual or threatened breach of the provisions of this Section 5.6, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it.

6. Building Regulated Services. Twilio offers both non-interconnected and interconnected VoIP products. If Partner purchases an interconnected VoIP product for Partner's use or use by an End Customer, Partner is responsible, just like Twilio, to comply with the regulatory requirements, taxes, and fees imposed on interconnected VoIP services. If Partner purchases a non-interconnected VoIP product or service from Twilio, it is still possible for Partner or the End Customer to build an interconnected VoIP service with Twilio's non-interconnected VoIP product. If Partner builds an interconnected VoIP service (regardless of which Twilio product is purchased), Partner and, as applicable its End Customer, will be responsible to comply with the regulatory requirements, taxes, and fees imposed on interconnected VoIP services.

7. Product Terms. Refer to www.twilio.com/legal for terms that apply to certain features and functionality of our Services.

8. Fees, Taxes, and Payment Terms

8.1 Fees. Partner agrees to pay fees in accordance with the rates listed at <https://www.twilio.com/pricing>, unless otherwise set forth in an order form or order confirmation between the parties (an "Order Form"). Additionally, we will charge Partner, and Partner shall pay, in accordance with Section 8.3 (Payment Terms), any and all additional costs, fines, or penalties we incur from a governmental or regulatory body or telecommunication provider as a result of Partner's or the End Customer's use of the Services.

8.2 Taxes and Communications Surcharges

8.2.1 Taxes. All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "Taxes"). Partner will pay all Taxes associated with these Partner Terms, excluding any taxes based on Twilio's net income, property, or employees. If Partner is required by applicable law to withhold any Taxes from payments owed to Twilio, Partner will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by Twilio. Partner will provide Twilio with proof of payment of any withheld Taxes to the appropriate authority.

8.2.2 Communications Surcharges. All fees are exclusive of any applicable communications service or telecommunication provider (e.g., carrier) fees or surcharges (collectively, "Communications Surcharges"), Partner will pay all Communications Surcharges associated with Partner's use, as well as its End Customer's use, of the Services.

8.2.3 Exemption. If Partner is exempt from paying certain Taxes or Communications Surcharges, Partner will provide the necessary exemption information as requested by Twilio or a valid exemption certificate issued by the appropriate authority via email to taxforms@twilio.com. Partner will be exempt on a going-forward basis once Twilio has approved Partner's exemption request. If the appropriate authority determines, at any time, that Partner is not exempt from paying any Taxes or Communications Surcharges, Partner will promptly pay such Taxes or Communications Surcharges to Twilio, plus any applicable interest or penalties.

8.3 Payment Terms.

8.3.1 Credit Card. If Partner elects to pay via credit card, then Partner is responsible for either (a) enabling auto-recharge on Partner's account or (b) ensuring that Partner's account has a sufficient positive balance to cover all fees due. If, for any reason, Partner has a negative balance or Partner's credit card declines a charge for fees due, Twilio reserves the right to suspend the provision of the Services to all of Partner's accounts. Partner is prohibited from creating new accounts until all negative balances are paid in full.

8.3.2 Invoicing. If Partner elects to receive invoices and pay in arrears and we approve you for the same, then invoices will be sent to you via email as a PDF on a monthly basis. Partner will make all of the undisputed fees hereunder within thirty (30) days of the date of the invoice. Unless you and Twilio agree otherwise in writing, all undisputed fees due pursuant to these Terms are payable in United States dollars, unless otherwise agreed to between the parties in writing. Payment obligations can't be canceled, and fees paid are non-refundable. If you are overdue on any payment of undisputed fees and fail to pay within ten (10) business days of a written notice of your overdue payment, then we may assess, and you must pay a late fee. The late fee will be either 1.5% per month, or the maximum amount allowable by applicable law, whichever is less. Following the notice of non-payment, we may also suspend the Services until you pay the undisputed fees due plus any late fees.

8.4 Payment Disputes. Partner will notify Twilio in writing in the event Partner disputes any fees, Taxes, or Communications Surcharges paid or payable by Partner under these Partner Terms. Where Partnerer is disputing any fees Taxes, or Communications Surcharges, Partner must act reasonably and in good faith and will cooperate diligently with Twilio to resolve the dispute. Partner will provide such notice to Twilio within sixty (60) days of the date Twilio bills Partner for such fees, Taxes, or Communications Surcharges due that are in dispute and the parties will work together to resolve the dispute promptly.

8.5 Audit. During the term of these Partner Terms and for a period of twelve (12) months following termination or expiration of these Partner Terms, Twilio or its authorized representative shall have the right to audit Partner's books and records to verify the accuracy of reports and ensure Partner has paid Twilio all fees entitled to it, provided that such audit shall be conducted (i) no more than once per calendar year, (ii) during Partner's regular business hours, and (iii) upon reasonable prior written notice. Twilio shall conduct the audit at its own expense, unless it is revealed that fees were underpaid by more than five percent (5%) during the audit period, in which case, Partner will reimburse Twilio for reasonable fees incurred for the audit in addition to such unpaid fees.

9. Representations, Warranties, and Disclaimers

9.1 Power and Authority Representation. Each party represents and warrants that it has validly entered into these Partner Terms and has the legal power to do so.

9.2 Export Controls. Each party will comply with export control and economic sanctions laws in all applicable jurisdictions that apply directly or indirectly to the Services, including, without limitation, the United States of America. Partner will obtain all licenses or other authorizations required to export, re-export, or transfer the Services. Each party represents that it (and in the case of Partner, also its End Customers) is not on any government prohibited/denied/unverified-party, sanctions, debarment, or exclusion list (collectively, "*Sanctions Lists*"). Neither Partner nor any End Customer will export, re-export, or transfer the Services to an entity on any Sanctions List without prior U.S. government or other required government authorization. Partner will (a) immediately discontinue its use of the Services if

Partner becomes placed on any Sanctions List and (b) remove an End Customer's access to the Services if such End Customer becomes placed on any Sanctions List.

9.3 Consents and Permissions. Partner represents and warrants that it has provided and will continue to provide adequate notices, and has obtained and will continue to obtain the necessary permissions and consents to provide End Customer Data to Twilio for use and disclosure pursuant to Section 5.4 (Use of Partner Data and End Customer Data).

9.4 Performance of Services. Twilio represents and warrants that the Services perform materially in accordance with the applicable Documentation. For any breach of this warranty, Partner's exclusive remedy will be, at Twilio's option, re-perform the affected Services or refund to Partner the fees Partner actually paid for the affected Services.

9.5 Disclaimer. WITHOUT LIMITING A PARTY'S EXPRESS WARRANTIES AND OBLIGATIONS HEREUNDER, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS," AND NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. TWILIO ADDITIONALLY DISCLAIMS ALL WARRANTIES RELATED TO THIRD PARTY TELECOMMUNICATIONS PROVIDERS. BETA OFFERINGS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES AND TWILIO WILL HAVE NO LIABILITY AND NO OBLIGATION TO INDEMNIFY FOR ANY BETA OFFERING WHATSOEVER.

10. Mutual Indemnification

10.1 Indemnification by Twilio. Twilio will defend Partner and Partner's directors, officers, employees, and Affiliates (collectively, "*Partner Indemnified Parties*") from and against any claim, demand, suit, or proceeding made or brought against a Partner Indemnified Party by a third party alleging that Twilio's provision of the Services infringes or misappropriates such third party's intellectual property rights ("*Twilio Indemnifiable Claim*"). Twilio will indemnify Partner from any damages, fines or penalties imposed by a government or regulatory body, attorneys' fees, and costs awarded against Partner Indemnified Parties or for settlement amounts approved by Twilio for a Twilio Indemnifiable Claim.

10.2 Infringement Options. If the use of the Services by Partner has become, or in Twilio's opinion is likely to become, the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, Twilio may at its option and expense: (i) procure for Partner the right to continue using the Services as set forth herein; (ii) modify the Services to make them non-infringing; or (iii) if the foregoing options are not reasonably practicable, terminate these Partner Terms, or, if applicable, terminate the Services that are the subject of any Twilio Indemnifiable Claim for third-party intellectual property rights infringement or misappropriation, and refund Partner any unused pre-paid fees.

10.3 Limitations. Twilio will have no liability or obligation under this Section 10 with respect to any Twilio Indemnifiable Claim arising out of (i) the use of the Services by Partner in breach of these Partner Terms; (ii) the combination, operation, or use of the Services with other applications, portions of applications, products, or services where the Services would not by themselves be infringing; or (iii) Services for which there is no charge.

10.4 Indemnification by Partner. Partner will defend Twilio and Twilio's directors, officers, employees, and Affiliates (collectively, "*Twilio Indemnified Parties*") from and against any claim, demand, suit, or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of: (a) Partner's or any of breach of Section 3 (Partner Rights, Responsibilities, and Restrictions), (b) a Partner Solution, including, without limitation, any claims that a Partner Solution or Partner's or its End Customer's use of a Partner Solution infringes or misappropriates such third party's intellectual property rights, or (c) an End Customer's violation of the End Customer Terms (collectively, "*Partner Indemnifiable Claims*"). Partner will indemnify Twilio from any damages, fines or penalties imposed by a government or regulatory body, attorneys' fees, and costs awarded against Twilio Indemnified Parties or for settlement amounts approved by Partner for a Partner Indemnifiable Claim.

10.5 Conditions of Indemnification. As a condition of the foregoing indemnification obligations: (a) the indemnified party ("*Indemnified Party*") will promptly notify the indemnifying party ("*Indemnifying Party*") of any Partner Indemnifiable Claim or Twilio Indemnifiable Claim (individually or collectively referred to herein as a "*Claim*"); provided, however, that the failure to give prompt notice will not relieve the Indemnifying Party of its obligations hereunder, except to the extent that the Indemnifying Party was actually and materially prejudiced by such failure; (b) the Indemnifying Party will have the sole authority to defend or settle any such Claim; and (c) the Indemnified Party will reasonably cooperate with the Indemnifying Party in connection with the Indemnifying Party's activities hereunder, at the Indemnifying Party's expense. The Indemnified Party reserves the right, at its own expense, to participate in the defense of a Claim. Notwithstanding anything herein to the contrary, the Indemnifying Party will not settle any Claims for which it has an obligation to indemnify under this Section 10 admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of the Indemnified Party without the Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

10.6 Exclusive Remedy. This Section 10 states the Indemnifying Party's sole liability to, and the Indemnified Party's exclusive remedy against, the other party for any third party claims.

11. Limitation of Liability

11.1 Limitation on Indirect, Consequential, and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.2 Limitation of Liability. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

11.3 Unlimited Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 11.1 (LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES) AND SECTION 11.2 (LIMITATION OF LIABILITY), THE LIMITATIONS IN SECTION 11.1 AND SECTION 11.2 DO NOT APPLY TO (a) PARTNER'S BREACH OF SECTION 3.2 (PARTNER RESPONSIBILITIES); (b) PARTNER'S AND ITS AFFILIATES' BREACH OF SECTION 8 (FEES, PAYMENT TERMS, AND TAXES); OR (c) AMOUNTS PAYABLE PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (MUTUAL INDEMNIFICATION).

12. Term; Suspension and Termination

12.1 Term. These Terms, as may be updated from time to time, will commence on the date they are accepted by Partner and continue until terminated in accordance with the provisions below ("*Term*").

12.2 Termination for Convenience. Twilio may terminate these Partner Terms at any time, with or without cause, upon thirty (30) days written notice to Partner.

12.3 Material Breach. Either party may terminate these Partner Terms in the event the other party commits any material breach of these Partner Terms and fails to remedy such breach within ten (10) days after written notice of such breach. If Twilio terminates the PTOS because of Partner's material breach, then Twilio will also close Partner's Twilio account.

12.4 Insolvency. Subject to applicable Law, Twilio may terminate these Partner Terms immediately by providing notice to Partner upon Partner's liquidation, commencement of dissolution proceedings, disposal or transfer to a custodian (as defined in Chapter 11 of the United States Bankruptcy Code) of all or substantially all of Partner's assets, a failure to continue business, assignment for the benefit of creditors, or if Partner becomes the subject of bankruptcy or similar proceeding.

12.5 Blocking or Suspending Services. Twilio has the right to block access to an account or suspend Services (either in whole or in part) in accordance with the TOS or equivalent terms in the End User Customer Agreement, or in the event of nonpayment by Partner. If we block or suspend the Services then we will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Partner may incur in connection with any such blocking or suspension.

13. Survival. Upon termination of these Partner Terms, Partner's payment obligations, the terms of this Section 13, and the terms of the following Sections will continue to apply: Section 5 (Ownership, Use of Partner and End Customer Data, and Confidentiality), Section 8 (Fees, Taxes, and Payment Terms), Section 10 (Mutual Indemnification), Section 11 (Limitation of Liability), Section 14 (General), and Section 15 (Dispute Resolution).

14. General.

14.1 Compliance with Laws. Partner will comply with the applicable law relating to Partner's activities pursuant to these Partner Terms. Twilio will provide the Services in accordance with laws applicable to Twilio's provision of the Services to its customers generally (namely without regard for Partner's or an End Customer's use of the Services), and subject to Partner's, End Customer's and/or End User's use of the Services in accordance with these Partner Terms, the Documentation, and applicable Order Form (if any).

14.2 Assignment. Neither party hereto may assign or otherwise transfer these Partner Terms, in whole or in part, whether by operation of law or otherwise, without the other party's prior written consent

(not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign these Partner Terms, in whole in part, without consent to (a) a successor to all or substantially all of its assets or business or (b) an Affiliate. Any attempted assignment, delegation, or transfer by either party in violation hereof will be void. Subject to the foregoing, these Partner Terms will be binding on the parties and their respective successors and permitted assigns.

14.3 Relationship. Partner and Twilio are independent contractors in the performance of each and every part of these Terms. Nothing in these Terms is intended to create or will be construed as creating an employer-employee relationship or a partnership, agency, joint venture, or franchise. Partner and Twilio will be solely responsible for all of our respective employees and agents and our respective labor costs and expenses arising in connection with our respective employees and agents. Partner and Twilio will also be solely responsible for any and all claims, liabilities or damages or debts of any type that may arise on account of each of our respective activities, or those of each of our respective employees or agents, in the performance of these Terms. Neither Partner nor Twilio has the authority to commit the other of us in any way and will not attempt to do so or imply that it has the right to do so.

14.4 No Third Party Beneficiaries. These Partner Terms do not confer any benefits on any third party (including any End User or Affiliate) unless it expressly states that it does.

14.5 Notices. Any notice required or permitted to be given hereunder will be given in writing to the other party by personal delivery, certified mail, return receipt requested, overnight delivery by a nationally recognized carrier or by email. Billing-related notices to End Customer will be addressed to the relevant billing contact designated by End Customer in its account. Notices to Twilio will be copied to legalnotices@twilio.com, Attention: General Counsel.

14.6 Governing Law and Venue. These Terms will be governed by and interpreted according to the laws of the State of California without regard to conflicts of laws and principles that would cause laws of another jurisdiction to apply. These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except as provided in Section 15 (Dispute Resolution), any legal suit, action or proceeding arising out of or related to these Terms or the Services will be instituted in either the state or federal courts of San Francisco, California, and the parties hereby consent to the personal jurisdiction of these courts. In the event of any adjudication of any dispute under these Partner Terms, the prevailing party in such action will be entitled to reimbursement of its attorneys' fees and related costs by the non-prevailing party.

14.7 Force Majeure. No failure, delay or default in performance of any obligation of a party shall constitute an event of default or breach of these Terms to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; pandemic, flood, terrorist act; war; riot; theft; earthquake and other natural disaster. The party affected by such cause shall take all reasonable actions to minimize the consequences of any such cause.

14.8 Waiver; Order of Precedence. No failure or delay by either party in exercising any right under these Partner Terms will constitute a waiver of that right. Titles and headings of sections of these Partner Terms are for convenience only and will not affect the construction of any provision of these Partner Terms. In the event of any conflict or inconsistency among the following documents, the order of

precedence will be: (1) the applicable Order Form, (2) these Partner Terms, (3) the AUP, and (4) the applicable Documentation.

14.9 Severability. In the event that any provision of these Partner Terms is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary to render such provision enforceable and, in any event, the remainder of these Partner Terms will continue in full force and effect.

14.10 Counterparts. These Partner Terms may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via electronic mail (including .pdf or electronic signature) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

14.11 Entire Agreement. These Partner Terms (including all exhibits and attachments hereto) will constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, statements, sales materials, presentations, or agreements, whether oral or written. No oral or written information or advice given by Twilio, its agents or employees will create a warranty or in any way increase the scope of the warranties or obligations in these Partner Terms. The parties agree that any term or condition stated in Partner's registration form or registration portal or in any Partner purchase order document or similar document will be construed solely as evidence of Partner's internal business processes and the terms and conditions contained therein will be void and have no effect with regard to these Partner Terms even if signed by the parties after the Effective Date.

15. Dispute Resolution.

15.1 Informal Dispute Resolution. In the event of a dispute, claim, or controversy arising out of or in connection with these Partner Terms or the breach, termination, enforcement, interpretation or validity thereof (other than for claims or disputes related to the intellectual property of a party) (collectively, "*Disputes*"), each party's senior representatives will engage in good faith negotiations with the other party's senior representatives to amicably resolve a Dispute. If parties are unable to resolve a Dispute within thirty (30) days after the first request to engage in good faith negotiations or within such other time period as the parties may agree in writing, then the parties may commence alternative dispute resolution or litigation proceedings.

15.2 Agreement to Arbitrate. If a dispute cannot be resolved under Section 15.1, Partner and Twilio agree to resolve any dispute relating to these Partner Terms or in relation to the Services by binding arbitration in San Francisco, California. This applies to all claims under any legal theory, unless the claim fits in one of the exceptions below in Section 15.3. It also applies even after Partner has ended its participation in the Partner Program. If we have a dispute about whether this agreement to arbitrate can be enforced or applies to our dispute, we all agree that the arbitrator will decide that too. Pursuant to this Section 15.2, you understand that Partner and its Affiliates and Twilio and its Affiliates are giving up the right to have a judge and/or jury resolve any controversy or claim arising out of or relating to these Partner Terms or the Services.

15.3 Exceptions to Agreement to Arbitrate. Partner and its Affiliates on one hand, and Twilio and its Affiliates on the other hand, agree that we will go to court to resolve disputes relating to:

a. Partner's, its Affiliates', Twilio's or Twilio's Affiliates' intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents); or

b. Partner's violation of the Acceptable Use Policy.

In addition, if any of us brings a claim in court that should be arbitrated or any of us refuses to arbitrate a claim that should be arbitrated, the other of us can ask a court to force us to go to arbitration to resolve the claim (i.e., compel arbitration). Any of us may also ask a court to halt a court proceeding while an arbitration proceeding is ongoing.

Appendix O

Acceleration Program Participation Terms

This Twilio Acceleration Program Participation Terms (the “*Program Terms*”) is added to the Twilio Partner Terms of Service (as set forth at <https://showcase.twilio.com/s/partner-tos>) to which Partner has previously agreed and accepted (the “*Agreement*”). The Program Terms are subject in all respects to the terms of the Agreement. To the extent there is a conflict between the Program Terms and the terms of the Agreement, the Program Terms shall control. Capitalized terms not defined in these Program Terms shall have the meanings given in the Agreement.

In these Program Terms, “*Twilio*” refers to Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105, and its affiliates. The term “*Partner*” refers to you. To receive the benefits of this program, you must review and accept these Program Terms by clicking on the “I Accept” button or other mechanism provided. By accepting these Program Terms, you represent that you have the legal authority to enter into these Program Terms on behalf of your organization.

PLEASE REVIEW THESE PROGRAM TERMS CAREFULLY. ONCE ACCEPTED, THESE PROGRAM TERMS BECOME A BINDING LEGAL COMMITMENT BETWEEN YOU AND TWILIO. IF YOU DO NOT AGREE TO BE BOUND BY THESE PROGRAM TERMS OR DO NOT WISH TO PARTICIPATE IN THE TWILIO ACCELERATION PROGRAM, THEN DO NOT CLICK THE “I ACCEPT” BUTTON.

1. **Joining the Program.** Participation in the Twilio Acceleration Program (“*Program*”) is subject to the terms set forth on the Twilio Build Partner Program site located at <https://www.twilio.com/partner-solutions>. To be eligible for the Program, Partner must be a “silver” or “gold” member. No fee is required to be a participant in the Program. Applying to the Program does not constitute or guarantee admission into the Program, and Twilio may accept or reject any Program application in its sole discretion and for any reason. Participation in this Program does not authorize Partner, in any manner, to resell or sublicense Twilio's products or its Services or the products/services to any third party. Partner’s participation in the Program is conditioned on its acceptance of and compliance with these Program Terms and the terms of the Agreement.

Prior to its acceptance into the Program, (a) Partner’s nomination to the Program must be accepted by Twilio, (b) Partner must submit a complete summary and action plan for the Project (as defined below) that must be approved by Twilio in its sole discretion, (c) Partner must receive a welcome message from Twilio confirming that Partner is registered for the Program, which will include an estimate of the Funding (as defined below) available to the Partner, and (d) Partner must agree to the Program Terms by signing below. Partner’s acceptance into the Program does not guarantee future acceptance into the Program and Partner must submit a new Project and be nominated again in order to be considered eligible to receive future Funding. Twilio may modify any or all criteria for a given applicant in its sole discretion and is under no obligation to make the same or comparable modifications for any other applicant.

2. **Program Benefits.** The Program may include certain non-financial benefits that Twilio makes available from time-to-time, as determined in Twilio’s sole discretion, and as described in applicable Program documentation Twilio shall provide to Partner. If there is any direct inconsistency between these

Program Terms and the terms for any specific Program benefits described in the Program documentation, the terms for the specific Program benefits will prevail to the extent of such inconsistency.

3. Fund Disbursement. Once accepted into the Program, and upon successful completion of Partner's Marketing Event (as defined below) or POC (as defined below), as applicable, Twilio will provide Partner with a one-time cash disbursement ("*Funding*"), the specific amount of which will be set forth in a mutually agreed upon Statement of Work (as defined below). The Funding will be disbursed in the currency of the United States (US\$) and will not include a gross-up to reflect any applicable taxes (including, but not limited to, any sales, value added or goods and services tax) or other governmental charges imposed or payable in connection with the Funding. Partner shall be solely responsible for such taxes.

- If Partner successfully creates a proof-of-concept or demo ("*POC*") for an end customer ("*Customer*") or completes and organizes and holds a promotional event to market Twilio Services ("*Marketing Event*"), ("*POC*" and "*Marketing Event*", are collectively defined as the "*Project*"), Partner will receive Funding in the amount specified in the SOW Appendix (as defined below) within sixty (60) days of satisfying the requirements set forth below in Sections 3(b) or 3(c), as applicable, which will be available for use until the Funding Expiration Date. "*Funding Expiration Date*" is defined as 12 months from the date of the applicable Statement of Work ("*Funding Start Date*"). Notwithstanding anything to the contrary, any Funding granted to Partner under the Program benefits will automatically expire and end 12 months from the Funding Start Date. To the extent the Partner has not utilized the Funding in full by the Funding Expiration Date, the remaining balance of such Funding shall no longer be available to Partner. The Funding cannot be applied to any purchases made prior to the Funding Start Date.
- Operational Requirements for POC Partners.
 1. A POC Partner must use the Funding to offset the Partner's actual costs of conducting the POC ("*POC Expenses*"). POC Expenses do not include travel, lodging, meals, or transportation expenses incurred by Partner.
 2. For each POC, Partner must provide Twilio with a signed copy of its statement of work or equivalent agreement with Customer, which will be used as supporting documentation for the POC Funding.
 3. Partner must complete a statement of work ("*Statement of Work Appendix*" or "*SOW Appendix*") substantially in the form attached hereto as Exhibit A and provide a detailed description of the POC to be delivered by Partner to Customer hereunder.
 4. Twilio and Partner will cooperate reasonably and in good faith under the applicable SOW Appendix.
 5. Partner will allocate sufficient resources and timely perform all tasks necessary to enable Partner to perform its obligations under each SOW Appendix.
 6. Partner will immediately advise Twilio if Partner anticipates any delay in carrying out its obligations under the SOW Appendix.

7. Twilio and Partner will provide complete, accurate and timely information, data and feedback as reasonably requested by the other party or Customer, as may be required for the POC, the Funding, or to otherwise fulfil each of their obligations under the Program Terms.
8. Twilio and Partner will comply with the operational processes that may be required for the POC that are set forth in a SOW Appendix.
9. Delivery and Acceptance of Deliverables.
 1. Process for Submission and Correction of Deliverables. Deliverables will be subject to such testing, inspection, acceptance or rejection in accordance with the acceptance and completion (collectively, "*Acceptance Criteria*") set forth in the applicable SOW Appendix. "Deliverable" means the products and services produced by Partner as a result of a POC under any SOW Appendix, and any future bug fixes, enhancements and upgrades developed by the Partner. Deliverable will be considered a Partner Solution. Upon completion of each Deliverable under a SOW Appendix, Partner will, as applicable: (a) submit a complete copy to Twilio; and (b) at Twilio's request, demonstrate its functionality to Twilio. Twilio is responsible for reviewing and testing all Deliverables in accordance with such SOW Appendix pursuant to any Acceptance Criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Twilio will provide Partner with written notification of acceptance for each Deliverable promptly upon acceptance, or as otherwise provided in the SOW Appendix. Timeframes may vary to align with Twilio's obligations to its Customer.
 2. Twilio shall have the right to reject all or part, or require the correction, of any Deliverable found not to meet the relevant specifications and standards or other Acceptance Criteria, whereupon such item shall be promptly replaced or corrected by Partner.
 3. If Twilio and/or its Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy the Acceptance Criteria as specified in the applicable SOW Appendix for such Deliverable, Twilio must so notify Partner in writing after Partner's submission of the Deliverable, specifying the deficiencies in detail. Partner will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Twilio as soon as practicable. Twilio will again review and test the Deliverable against the agreed-upon acceptance criteria and detail any deficiencies to Partner in writing after resubmission of the Deliverable.
 4. If a Deliverable fails to meet the functional requirements specified in the applicable SOW Appendix after its second resubmission to Twilio, Twilio may either, as its sole and exclusive remedy: (i) again reject the Deliverable and return it to Partner for further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two

resubmissions or (ii) terminate the relevant SOW Appendix immediately upon written notice and will not be obligated to issue any Funding to Partner.

10. Funding will only be provided to Partner once Partner successfully completes the requirements of the applicable Statement of Work.

- Operational Requirements for MDF Partners.

1. Partner must complete a statement of work ("*Statement of Work Appendix*" or "*SOW Appendix*") substantially in the form attached hereto as Exhibit A and provide a detailed description of the Marketing Event.
2. Twilio and Partner will cooperate reasonably and in good faith under the applicable SOW Appendix.
3. Partner will allocate sufficient resources and timely perform any tasks reasonably necessary to perform its obligations under each SOW Appendix.
4. Partner must use the Funding to offset Out-of-Pocket Costs directly related to the Marketing Event.
5. Any updates, changes, modifications to or feedback regarding the Marketing Event must be detailed and provided to Twilio in writing.
6. An MDF Partner must submit to Twilio a complete breakdown of the total cost of the Marketing Event ("*Final Costs*"), with supporting documentation in the form of valid invoices, within thirty (30) days of the completion of the Marketing Event in order to receive the Funding.
7. Partner is required to track leads, gather attribution data (i.e. Customer opened a Twilio account), register deals that result from the Marketing Event and provide all such details to Twilio promptly after the date of the Marketing Event.

4. Limitations and Exclusions of Liability and Remedy. Twilio's disclaimers, limitation of liability and the limited remedies available to Partner as set forth in the Agreement shall be deemed to apply to all claims by Partner against Twilio for damages of any kind arising under these Program Terms.

5. Terms Regarding the Services. All terms and conditions regarding the Services and Partner's and its End Users' use of the Services are set forth in the Agreement, as amended by these Program Terms.

6. Term and Termination.

- Partner's participation in this Program will automatically end on the Program Discount Term End Date.
- Termination for Convenience. Partner may terminate these Program Terms and Partner's participation in the Program, as applicable, without cause, by giving Twilio 10 days' prior written notice of termination. Neither party will be responsible to the other for any costs or damages that are a direct result of this termination.
- Immediate Termination. These Program Terms will immediately terminate upon written notice to Partner, if (i) the Program is discontinued; or (ii) the Agreement is terminated.

- **Effect of Termination.** Irrespective of the reason for termination of these Program Terms or Partner's participation in this Program, the following will apply: (a) Partner's access to both current and any further Program benefits will end and Partner will immediately stop using any such rights and benefits; and any Credits remaining in Partner's account will no longer apply, and Partner will no longer be entitled to the Discount, and (d) Partner will no longer identify itself or hold itself out as a Program participant. Even though Partner is no longer participating in this Program, it may continue to be a Partner of Twilio, and the Agreement will continue in accordance with its terms with respect to Partner's purchase and use of Services.

7. General Provisions.

- **To the extent the context allows, Section 11 (General) of the Agreement shall apply to these Program Terms.**
- **Independent Contractor.** For all purposes hereof and in the performance of its obligations under these Program Terms, Partner is and shall remain an independent contractor as described in Section 11.4 of the Agreement. Nothing in these Program Terms or in a SOW Appendix shall be deemed or construed to create an employer/employee, joint venture or partnership relationship between Twilio and Partner or the Customer and Partner. Partner has no authority to commit the Customer in any way and will not attempt to do so or imply that it has the right to do so.
- **Entire Agreement.** The terms and conditions of these Program Terms and the Application Site, together with terms applicable to specific Program benefits, form the entire agreement between Twilio and Partner concerning the Program. They replace all prior agreements and communications between Partner and Twilio or its affiliates relating to the Program.
- **Assignment.** All Program benefits are personal to the Partner, and Partner may not sell, license, rent, or otherwise transfer any Program benefits. If Partner desires to assign these Program Terms or any rights or obligations under it, by operation of law, merger, change in control, or otherwise, it must obtain Twilio's prior written consent. The Funding Expiration Date shall not be affected by the permitted assignment. Partner's assignment will not relieve Partner of Partner's obligations under these Program Terms. Any attempted assignment in violation of this Section 11(d) is void.
- **Surviving Provisions.** Provisions that by their nature should survive termination of these Program Terms or completion of an applicable SOW Appendix will also survive, including, without limitation, the sections of these Program Terms titled, "Fund Disbursement", "Confidentiality", "Indemnification," "Limitation of Liability," "Term and Termination", "General" and the sections of the SOW Appendix titled "License" or "Assignment and License."

Exhibit A

Statement of Work Appendix to Acceleration Program Participation Terms

This Statement of Work Appendix ("*SOW Appendix*") is made by and between Twilio and Partner, effective as of the last date signed below ("*SOW Appendix Effective Date*"), is hereby incorporated into the Acceleration Program Participation Terms between Twilio and Partner (the "*Program Terms*"), and is subject in all respects to the Program Terms and the Twilio Partner Terms of Service (as set forth

at <https://showcase.twilio.com/s/partner-tos>) (the “Agreement”). If anything in this SOW Appendix conflicts with the Program Terms or the Agreement, then the terms of this SOW Appendix shall control. Capitalized terms not defined herein shall take the meaning ascribed to them in the Program Terms.

- 1) Twilio representative:
- 2) Partner representative:
- 3) Twilio’s Customer:
- 4) Description of POC or Marketing Event, as applicable:
- 5) POC delivery or Marketing Event date, as applicable:
- 6) The Deliverables under this SOW Appendix shall include the following:
- 7) Funding amount: US\$
- 8) Percentage of POC Expenses covered by Funding:
- 9) Location of work or Marketing Event:
- 10) Acceptance Criteria:
- 11) Other terms:

Taxes. The Funding is provided exclusive of any applicable tax pursuant to Section 3 of the Program Terms.

License. Upon the payment of Funding from Twilio to Partner for the Deliverable, Partner grants Twilio and its affiliates a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sublicensable through multiple tiers, worldwide license to copy, distribute, prepare derivative works of, make, use, modify, sell and offer to sell the Deliverable.

Assignment and License. Upon the payment of Funding from Twilio to Partner for the Deliverable, Partner assigns and agrees to assign in the future to Twilio all right, title and interest in and to the Deliverable. Twilio grants Partner a non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide license to copy, distribute, prepare derivative works of, make, use and modify the Deliverable.

- [LEGAL](#)
- [PRIVACY](#)
- [TWILIO.ORG](#)
- [PRESS & MEDIA](#)

Appendix P

Twilio Frontline App Terms

Last Updated: April 14, 2021

By using, installing, or accessing the Twilio Frontline Application ("*Frontline App*"), or clicking to accept the terms and conditions set forth in these Twilio Frontline App Terms ("*App Terms*"), you agree to be bound by these App Terms. Any reference to "you", or "your" will refer to you for purposes of these App Terms.

1. Use of the Frontline App

You will use the Frontline App in accordance with these App Terms, the [Twilio Acceptable Use Policy](#), and applicable law or regulation.

2. IP Rights and Licenses

Twilio owns all right, title, and interest in and to the Frontline App. Subject to all terms and conditions of these App Terms, Twilio grants you a limited, non-exclusive, non-transferable license to install and use one (1) object code copy of the Frontline App.

3. Data Privacy and Acknowledgement of Use

Any data, including your personal information, collected, transferred, stored or otherwise processed through your use of the Frontline App will be processed in accordance with the [Twilio Frontline Privacy Statement](#).

4. Availability of the Frontline App

You understand that use and availability of the Frontline App may be interrupted, including for maintenance, upgrades, or network or equipment failures. Twilio may discontinue the Frontline App, any of its features, and/or support for the Frontline App, including its use on certain devices and platforms, at any time.

5. Feedback

Twilio welcomes any recommendations, suggestions, ideas, or feedback you have about the Frontline App (collectively, "*Feedback*"). You understand that Twilio owns all Feedback that you provide and you are not entitled to any compensation or reimbursement of any kind for providing Feedback to Twilio or in connection with Twilio's use of Feedback.

6. Terms Applicable to Frontline App Use on iOS Devices

This Section 6 only applies to the extent you are using the Frontline App on an iOS device. You acknowledge that these App Terms are between you and Twilio only, not with Apple Inc. ("*Apple*"), and Apple is not responsible for the Frontline App or the content thereof. Apple has no obligation to furnish any maintenance and support services with respect to the Frontline App. If the Frontline App fails to conform to any applicable warranty, you may notify Apple and Apple will refund any applicable purchase price for the Frontline App to you; and, to the maximum extent permitted by applicable law, Apple has

no other warranty obligation with respect to the Frontline App. Apple is not responsible for addressing any claims by you or any third party relating to the Frontline App or your possession and/or use of the Frontline App, including: (a) product liability claims; (b) any claim that the Frontline App fails to conform to any applicable legal or regulatory requirement; or (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement and discharge of any third-party claim that the Frontline App and/or your possession and use of the Frontline App infringe a third party's intellectual property rights. You agree to comply with any applicable third-party terms when using the Frontline App. Apple and Apple's subsidiaries are third-party beneficiaries of these App Terms, and upon your acceptance of these App Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these App Terms against you as a third-party beneficiary of these App Terms. You hereby represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that is on Title 15, Part 740 Supplement 1 Country Group E of the U.S. Code of Federal Regulations and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. Warranty Disclaimer

THE FRONTLINE APP IS PROVIDED "AS IS," AND TWILIO MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND TWILIO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Indemnification

You will defend Twilio and Twilio's officers, directors, employees, and affiliated entities (collectively, "*Twilio Indemnified Parties*") from and against any claim, demand, suit, or proceeding made or brought against a Twilio Indemnified Party by a third party alleging or arising out of your use of the Frontline App ("*Claim*"). You will indemnify Twilio from any damages, fines or penalties imposed by a government or regulatory body, attorneys' fees, and costs awarded against a Twilio Indemnified Party or for settlement amounts approved by you for a Claim.

Twilio reserves the right, at its own expense, to participate in the defense of any Claim. You will not do the following without Twilio's prior written consent: (a) settle any Claims for which you have an obligation to indemnify pursuant to this Section 8 or (b) admit to liability or fault or create any obligation on behalf of Twilio as part of a settlement of a Claim.

9. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE APP TERMS, TWILIO'S AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE APP TERMS OR OTHERWISE IN CONNECTION WITH THE FRONTLINE APP WILL IN NO EVENT EXCEED FIFTY DOLLARS (\$50.00). YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 9 IS TO ALLOCATE THE RISKS UNDER THESE APP TERMS BETWEEN THE PARTIES AND TWILIO HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE FRONTLINE APP.

10. Term; Termination

These App Terms, as may be updated from time to time, will commence on the date you (a) begin using, installing, or accessing the Frontline App, or (b) click to accept these App Terms, and will continue until terminated in accordance with this Section 10.

You may terminate these App Terms at any time, for any or no reason, by immediately ceasing your use of the Frontline App. If you commence using the Frontline App again, you are consenting to these App Terms. Twilio may, in its sole discretion, suspend or terminate these App Terms immediately (a) if Twilio suspects you are in breach of these App Terms; (b) if Twilio determines that you are engaged in activity that is suspected or actually fraudulent, illegal or otherwise malicious or fails to comply with applicable law; (c) causes a significant risk of reputational harm to Twilio; or (d) to prevent harm to the security, stability, availability, or integrity of Twilio.

11. Modification; Conflict

Twilio may update or modify these App Terms (including any terms or policies incorporated by reference) from time to time by posting a revised version on Twilio's website and in the Frontline App. Additionally, Twilio will notify the Twilio customer that authorized your access to the Frontline App of any such updates and modifications via email to the email address designated in that Twilio customer's account or provided via that Twilio customer's account portal not less than thirty (30) days prior to the effective date of any material amendments or modifications. Except as otherwise specified by Twilio, updates will be effective upon the effective date indicated at the top of these App Terms. The updated version of these App Terms will supersede all prior versions. Your continued access or use of the Frontline App on or after the effective date of the changes to these App Terms (including any terms or policies incorporated by reference) constitutes your acceptance of any updates. If you do not agree to any updates, you should stop using the Frontline App. Twilio may not be able to provide at least thirty (30) days prior written notice of updates to these App Terms that result from changes in the law or requirements from telecommunications providers.

Appendix Q

Twilio's Digital Millennium Copyright Act ("DMCA") Policy

Twilio Inc. ("*Twilio*") respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Twilio will respond expeditiously to claims of copyright infringement committed using the Twilio service and/or the Twilio website (the "*Site*") if such claims are reported to Twilio's Designated DMCA Agent.

If you are a copyright owner or an agent thereof, please report the alleged copyright infringement taking place on or through the Site by completing the DMCA Notice using the button below or providing written notice that includes all the information in the DMCA Notice including the requester's signature to Twilio's Designated DMCA Agent:

Twilio Inc.

Attn: Twilio Designated DMCA Agent, Legal Department

101 Spear Street, Suite 300

San Francisco, CA 94105

+1 877-889-4546

legalnotices@twilio.com

Upon receipt of the DMCA Notice, Twilio will take whatever action it deems appropriate, in its sole discretion, including removal of the content at issue from the Site.

[View the DMCA Request Form](#)

Appendix R

Twilio Trademark Usage Guidelines

These Trademark Usage Guidelines are for Twilio Inc.'s licensees, authorized resellers, developers, customers, and other parties who wish to use Twilio's trademarks, names, and logos ("Twilio Trademarks") for their own purposes, including in promotional, advertising, instructional, or reference materials, or in or on web sites, products, labels, or packaging. Note that any use of Twilio logos and/or use of any Twilio Trademarks outside of these guidelines requires permission and without such permission may constitute trademark infringement under federal and state laws.

[Twilio Trademarks](#)

Twilio Trademarks are valuable assets Twilio needs to protect. We ask that you help us by properly using and crediting Twilio Trademarks in accordance with these guidelines. The Twilio Trademarks specifically include:

- TWILIO
- TWIML
- The Twilio Rotary logo
- MODERN COMMUNICATIONS

[Permissible Uses](#)

You may generally use the TWILIO and TWIML trademarks to refer to the associated Twilio products or services. For instance, an authorized developer may note in its advertisements and products that it utilizes the Twilio software. Similarly, such a developer may issue a press release stating that it has built its product on the Twilio platform.

[Relationship of Products or Services](#)

You may indicate the relationship of your products or services to Twilio products or services by using accurate, descriptive tag lines such as "with Twilio technology," "built on the Twilio platform" in connection with your product or service name. Within text or body copy, such tag lines may appear in the same type as your product or service name. On product, packaging, advertising and other collateral where your product or service name is displayed apart from body copy, make sure that the tag line appears in significantly smaller type than your name. You should also distinguish the tag line from your mark by using a different font or color.

[Open Source Software](#)

Most open source licenses do not grant, and many exclude, a license of trademark rights. Do not assume you can use the name of a source code base in the name of your distribution developed from that code base. Without a license or permission, you may not incorporate Twilio Trademarks in the name of your distribution or other products that incorporate open source elements. Truthful statements incorporating a trademark are generally allowed (for example, in the format "MyImplementation, derived from

Trademarked ProductName"), but you should check the terms of the license for the original source code or any posted trademark guidelines for the project.

[User Groups](#)

Twilio generally permits use of its marks in groups name that include phrases such as "user group," "special interest group," etc., that clarify the relationship between Twilio and the group and do not create confusion about the source of products or services. This applies only to user groups that are not formally doing business as commercial entities. If you are administering a user group that includes a Twilio trademark in its name, do not claim any trademark rights in the name or attempt to register the name or your logo with a trademark office, and do not register the name as a trade name or business name, or conduct any business under the name.

[Correct Use](#)

Proper use of Twilio Trademarks reinforces their role as brands for our products and services, and helps prevent them from becoming generic names that can be used by anyone. Examples of former trademarks that became generic terms are "aspirin," "cellophane," and "escalator." By adhering to the following rules, you help protect Twilio's investment in its trademarks.

[Use a Generic Term](#)

Use a generic term in association with each Twilio trademark the first time the mark appears in text, and as often as possible after that. You need not include generic names in headlines, package titles and documentation titles. "Twilio platform" is an example of generic term use.

[Use as Adjectives](#)

Twilio Trademarks are adjectives and should not be used as nouns, or in the possessive or plural form. For example, "Twilio platform's benefits" not "Twilio's benefits"

[Do Not Vary the Trademarks](#)

Do not vary Twilio Trademarks by changing their spelling or abbreviating them. For example, "Twilio OpenVBX platform" not "TwilVBX" or the like.

Do not use any name or trademark confusingly similar to the Twilio Trademarks or any other trademark or trade name owned by Twilio for which Twilio has not given you permission. And do not use the Twilio Trademarks in such proximity to any of your own trademarks or trade names or third party trademarks so as to create a combination or composite mark.

["Twilio" As a Trade Name](#)

Trade names are the actual business names of companies. Trademarks and trade names are not the same, even though many companies use their trade names as trademarks. If you are using "Twilio" as a substitute for Twilio Inc., you are using it as a trade name. Because they are nouns, trade names can be used in the possessive and do not require a generic term or a trademark symbol. Thus, you should not use a ® after "Twilio" when it appears as part of the full corporate name or as a trade name.

Examples:

- Corporate Name: This software was developed by Twilio Inc.

- Trade Name: This software was developed by Twilio.
- Trade Name: Twilio's latest software developments are outstanding.
- Trademark: The Twilio® platform leads the industry.

[Trademark Symbols And Credit Lines](#)

[Trademark Symbols](#)

Proper trademark attribution through trademark symbols and credit lines helps make others aware of our rights, and helps prevent them from becoming generic terms. Credit lines also help clarify that they belong to Twilio. Accordingly, you should attribute ownership of Twilio Trademarks to Twilio Inc. by using trademark symbols (TM or SM or ®) and credit lines as detailed below.

Use the ® symbol with the most prominent appearance of the "Twilio" mark on products, packaging, manuals, advertisements, promotional materials and Web pages (for example, in the headline of an advertisement), and the first use of the mark in text or body copy. This includes situations where "Twilio" is a part of a product or service name (for example, Twilio® Twiml® platform). An example would be

XYZ Develops New Product on the Twilio® Platform XYZ Corporation has developed the ABC telecommunications app based on the Twilio® platform. The ABC app is one of numerous products XYZ has developed using Twilio software.

"Twilio" receives a trademark symbol in the headline because this is the most prominent appearance, and when it appears as part of the "Twilio platform" name because this is the first appearance in text. While there is no trademark symbol after "Twilio" when it appears in front of the term "software" since this is not the first time that the term "Twilio" appeared in body copy. That said, it is always acceptable to continue using the ® after "Twilio" throughout the document.

[Credit Line](#)

All products, packaging, manuals, advertisements, promotional materials and web pages bearing Twilio Trademarks should include the following trademark credit line.

"Twilio and Twiml are registered trademarks of Twilio and/or its affiliates. Other names may be trademarks of their respective owners."

The credit line may appear anywhere on the collateral, but typically is displayed on a copyright page, the back of a package or at the end of a document or web page.

[Prohibited Uses](#)

You may not use the Twilio Rotary Design logo or the MODERN COMMUNICATIONS tagline without express written permission from Twilio.

You may not use any of the Twilio Trademarks

- in a manner that could cause confusion as to Twilio sponsorship, affiliation or endorsement; or
- in a manner that shows Twilio or its products in a false or derogatory light

Take particular care not to use Twilio Trademarks as set out below.

[Company, Product or Service Names](#)

Do not use Twilio Trademarks or potentially confusing variations as all or part of your company, product or service names. If you wish to note the relationship of your products or services to Twilio products or services, please use an appropriate tag line as detailed above. For example, "XYZ for Twilio database" not "TwixYZ or XYZ Twilio"

[Logos](#)

For more information regarding use of Twilio logos, please review the [Third-Party Twilio Logo Usage Guidelines](#).

[Trade Dress](#)

You may not imitate Twilio trade dress, type style or logos. For instance, do not copy Twilio's layout or styling of its web pages for use with your product, or display your product name in the distinctive logotype associated with the Twilio logo.

[Domain Names](#)

Do not use Twilio Trademarks or potentially confusing variations in your Internet domain name. This helps prevent Internet users from being confused as to whether you or Twilio is the source of the web site.

[Merchandise Items](#)

You may not manufacture, sell or give-away merchandise items, such as T-shirts and mugs, bearing any of the Twilio Trademarks or any other Twilio marks or names, including symbols, logos, or icons, except pursuant to an express written trademark license from Twilio.

[Report Usage Violations](#)

Please report suspected misuse of logos, trademarks or copyrighted material to trademark@twilio.com.

[Ownership](#)

Nothing in these guidelines gives you any right, title or interest in the Twilio Trademarks, or any other trademark or trade name of Twilio, except the right to use the trademarks solely to identify your actual use of Twilio's software and platform. You agree that the Twilio Trademarks, and all intellectual property rights therein, are solely owned by Twilio, and that any and all uses Trademarks, and all goodwill derived therefrom, whether or not done pursuant to the written Agreement, shall inure solely to the benefit of Twilio.

[Questions Or Requests](#)

If you have any questions regarding Twilio Trademarks or to request permission for use, please contact the Twilio Legal Department at:

Twilio Inc.
375 Beale Street, Suite 300

San Francisco, CA 94105

trademark@twilio.com

[Last Updated](#)

September 28, 2015

Appendix S

Twilio's Binding Corporate Rules

Binding Corporate Rules (BCRs) are binding data protection policies that are approved by European data protection authorities after significant consultation with those authorities and enable multinational businesses, such as Twilio, to make intra-organisational transfers of personal data across borders in compliance with EU data protection law. BCRs function as a code of conduct for Twilio's data protection practices, based on strict principles established by EU data protection authorities.

Twilio's BCRs were approved in May 2018 and demonstrate Twilio group members' commitment to provide adequate protection of personal data throughout the organisation, regardless of the group members' location in the world. Twilio's BCRs enable the transfer of personal data to Twilio group members across borders in compliance with EU data protection law.

From time to time, Twilio may update its BCRs, in accordance with the Binding Corporate Rules Updating Procedure. The links below reflect our most recent Binding Corporate Rules, which took effect on July 9th, 2019.

[Twilio's Binding Corporate Rules](#)

[Controller Policy](#) (Applicable When Twilio is Processing Personal Data as a Controller)

[Processor Policy](#) (Applicable When Twilio is Processing Personal Data as a Processor)

Appendix T

Twilio CCPA Notice

Effective November 21, 2019

So, you've read the [Twilio Privacy Statement](#) and the [SendGrid Privacy Statement](#), but you're looking for something a little more specifically tailored to California. In particular, you're looking for a written agreement that addresses Twilio's responsibilities as a business and as a service provider to you, whether you are a business or a consumer. You're in the right place.

This notice supplements the [Twilio Privacy Statement](#) as well as any other agreement you have with us, such as the [Twilio Terms of Service](#), Master Sales Agreement, or other agreement for the use of our services. Any terms we use in this notice that aren't defined here will have the meanings we give them in those agreements.

[Let's get oriented](#)

Our [Privacy Statement](#) defines Customer Account Data, Customer Usage Data, and Customer Content. We'll refer to those here, too...but mostly, we're talking about our customers' personal information. Personal information is [defined in the California Consumer Privacy Act](#), or "CCPA," and we use that definition.

We will also talk about some other terms from the same law, such as "consumer," "business," "service provider," "business purpose," or "commercial purpose," and those also have the definitions set out in that law.

When we talk about a "sale," or "selling," personal information, we are using the definitions of "sale," and "sell" as defined in the CCPA. It's important that we be clear on what this means: it means we don't sell, rent, or otherwise disclose your personal information in exchange for money or something else of value.

[Twilio's relationship with you under California law](#)

The [Twilio Privacy Statement](#) describes "controllers" and "processors," and discusses the purposes for which we process personal information in Customer Account Data, Customer Usage Data, and Customer Content. For the purposes of the CCPA, in the same way that we act as a processor of Customer Content, we act as a service provider for Customer Content. For Customer Account Data and Customer Usage Data, we act as a business, which means that we may use this data for our own business purposes. Regardless of whether we are acting as a business or a service provider, we process, retain, use, and disclose personal information only as necessary to provide the services we have agreed to provide. In other words, we use the personal information we have strictly for business purposes. You can read more about our business purposes for each type of personal information in our [Privacy Statement](#). Regardless, we will not:

- sell your personal information or your end users' personal information;
- process your personal information for any commercial purpose other than providing the services; or

- retain, use, or disclose your personal information outside of the scope of the agreement we have with you.

To be clear, we are not receiving any of your personal information or your end users' personal information as consideration for any services or other items of value that we provide to you. We also understand our obligations under the CCPA and will comply with them.

By the same token, you are responsible for ensuring that you have complied, and you will continue to comply, with the requirements of the CCPA in your use of the services we provide to you and your own processing of personal information.

[Twilio's obligations under California law](#)

We will ensure that any person we authorize to process your Customer Content has agreed to protect personal information consistent with our confidentiality obligations under our agreement with you.

We use third party service providers to fulfill our obligations under our agreement with you and for our own business purposes. When we do use service providers, we have entered into a written contract that includes terms substantially similar to this notice. We conduct appropriate due diligence on our service providers and we will remain liable for any breach of this notice that is caused by an act, error, or omission of our service providers.

[Your access and deletion rights](#)

As part of the services we provide to you, we provide you with a number of self-service features at no additional cost, including the ability to delete, retrieve, or restrict use of Customer Content, which you may use in complying with your obligations under the CCPA with respect to responding to requests from consumers. If you need more assistance than that, let our [Support team know](#); we will provide reasonable additional and timely assistance to assist you in complying with your obligations with respect to consumer access and deletion requests under the CCPA. If additional assistance requires going above and beyond what Support can provide, further assistance may be at your expense.

In the event that we receive any request, complaint, or other communication from a verifiable consumer, regulatory authority, or third party in connection with our processing of your Customer Content, we will promptly inform you and provide details, to the extent legally permitted. Unless legally obligated to do so, we will not respond to any such request, inquiry or complaint without your prior consent except to confirm that the request relates to you.

[Data retention and deletion of content](#)

We hate to see any relationship end. However, if our agreement with you terminates, we will give you thirty days after the termination effective date to obtain a copy of your Customer Content via the Twilio Services. We'll automatically delete any stored Customer Content thirty days after the termination effective date, and automatically delete any stored Customer Content on our back-up systems sixty days after the termination effective date. If you're using the SendGrid Services, we'll retain stored Customer Content on our back-up systems for one year after the termination effective date, after which it will be automatically deleted. During that time, if there's any Customer Content archived on our back-up systems, we will securely isolate that data and protect it from any further processing, except as otherwise required by applicable law.

Upon termination of our agreement with you, we may retain Customer Content in storage for the periods described in this section, provided that we will ensure that your Customer Content is processed only as necessary for the purpose specified in this notice and no other purpose. Also, at all times, we will ensure that we protect Customer Content as we have promised to, and as the law requires us to.

Of course, if we are required by law to retain any portion of your Customer Content, we may do so, regardless of the requirements of this section. If we must do so, we will ensure we maintain the same security protections on your Customer Content.

Security

Let's talk about our security protections! Of course, we will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal information we process. You may read more about the measures we take to protect Customer Content from a security breach involving the Twilio Services at <https://www.twilio.com/security> and involving the SendGrid Services at <https://sendgrid.com/policies/security>.

As part of the services, you may elect to use certain features and functionalities that impact the security of the data processed, such as encryption of voice recordings, use of multi-factor authentication on your account, or TLS encryption within the SendGrid Services. You are responsible for reviewing the information we make available regarding our data security, including our audit reports, and making an independent determination as to whether the services we provide to you meet your requirements and legal obligations, including your legal obligations. You are also responsible for properly configuring the services we provide to you and using available features and functionalities to maintain appropriate security in light of the nature of the data you're processing.

In the event that we become aware of a security breach that involves your Customer Content, we will, to the extent we're permitted by law, notify you without undue delay via your account owner's email address. We will make reasonable efforts to identify and, to the extent any security incident is caused by our violation of the requirements of this notice, remediate the cause of the security incident. We will provide reasonable assistance to you in the event that you are required by law to notify a regulatory authority or any individuals of a security incident.

Material changes in our practices or in the law

We may modify this notice where required, such as due to a material change in our business practices with respect to your personal information or due to a material change in the CCPA. If this happens, we'll notify you before such modifications take effect as our agreement with you provides.

Appendix U

Twilio Cookie Notice

Mmmm!! Cookies! Oh wait, not that kind of cookie... this kind of cookie:

When you visit Twilio's website, www.twilio.com, or the Twilio Account Portal, we and our service providers acting on our behalf automatically collect certain data using tracking technologies like cookies and web beacons. This notice describes what tracking technologies we use and what we use them for.

[What's a Cookie?](#)

A cookie is a piece of data contained in a very small text file that is stored in your browser or elsewhere on your hard drive. Cookies allow Twilio to identify your device as you navigate through our publicly-accessible website (the Twilio Site) or our account portal. We also use them to recognize return visitors to the Twilio Site. This helps make navigating and interacting with the Twilio Site and our account portal more efficient, easy and meaningful.

By themselves, cookies do not identify you specifically. Rather, they recognize your web browser. So, unless you identify yourself specifically to Twilio, like signing into the account portal, we don't know who you are just because you visited the Twilio Site.

Twilio uses both session and persistent cookies. Session cookies are cookies that disappear from your computer or browser when you turn off your computer. Persistent cookies stay on your computer even after you've turned it off.

You can turn off your web browser's ability to accept cookies. But, if you do that, certain parts of the Twilio Site or account portal may not work for you.

Cookie Type	Description	Management Settings
	Required cookies make it possible for you to access our account portal, navigate within the portal, and access information related to your account.	
Required cookies	Each time you log into the account portal, a cookie containing an encrypted, unique identifier that is tied to your account is placed on your browser. These cookies allow Twilio to uniquely identify you when you are logged into the account portal and to	Required cookies are necessary to operate the account portal, so you can't opt out of them.

Cookie Type	Description	Management Settings
	process your online transactions and requests.	
Functionality cookies	<p>Functionality cookies allow the Twilio Site and account portal to remember information you have entered or preferences you select, and provide enhanced, more personal features. These cookies allow you to optimize your use of Twilio's account portal after logging in. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customize.</p>	<p>You can use your browser settings to opt out of functionality cookies. For more information on how to do that, click here. Note that opting out may affect the functionality of our Site or account portal for you.</p>
	We may use Flash cookies to store preferences you set inside your Twilio Account.	To manage privacy and storage settings for Flash cookies, click here .
Performance cookies	<p>These cookies collect data about how visitors use the Twilio Site. This includes data like which pages visitors go to the most. These cookies don't collect information that individually identifies visitors. The data these cookies collect is aggregated and intended to be anonymous and used to improve how the site functions and performs.</p>	<p>You can use your browser settings to opt out of performance cookies. For more information on how to do that, click here.</p>

Cookie Type	Description	Management Settings
	<p>We may also have third party service providers help us track and analyze usage and volume statistical information from individuals who visit our Site. Or, we may use Flash cookies for this. Flash cookies are different from browser cookies because of the amount of, type of, and how data is stored.</p> <p>Third party service providers that currently place performance cookies include:</p>	<p>To manage privacy and storage settings for Flash cookies, click here.</p>
	<p>Crazy Egg - Used to help analyze website page performance.</p>	<p>To opt-out of Crazy Egg tracking technologies, click here.</p>
	<p>KissInsights - This tracking technology is placed by Qualaroo, a service provider we use for customer surveys and analytics about our website.</p>	<p>For information about Qualaroo's privacy policy, click here.</p>
	<p>Google Analytics - We use Google Analytics to help analyze which pages on the Twilio Site visitors to the site viewed.</p>	<p>For information on how to opt-out of tracking technologies from Google Analytics, click here.</p>
	<p>Heap Analytics - We use Heap Analytics to help analyze visitor</p>	<p>For information on Heap Analytics' privacy policy, click here.</p>

Cookie Type	Description	Management Settings
	behavior on our Twilio Site and account portal.	
	Hubspot – we use Hubspot to manage contact forms and the web store for our subsidiary, Electric Imp.	For more information about how to opt-out of tracking technologies from Hubspot, click here .
	LinkedIn Insights - We use LinkedIn Analytics to help analyze how visitors from LinkedIn interact with our website.	For information on LinkedIn's privacy policy, click here .
	Sift Science – We use Sift Science to help prevent fraud.	For information on Sift Science's privacy policy, click here .
	Twitter Analytics – We use Twitter Analytics to help analyze which pages on the site visitors from Twitter to the site viewed.	For information on how to opt-out of tracking technologies from Twitter Analytics, click here .
	Adobe Typekit – We use Typekit to enhance our Twilio Site typography. Adobe uses cookies to track usage statistics.	For information on Adobe Typekit's privacy policy, click here .
	The above list of third party service providers that place cookies is subject to change and list may not include all such providers at any given time.	

Cookie Type	Description	Management Settings
Targeting or Advertising cookies	<p>Twilio may have third party service providers track and analyze usage and volume statistical information from those who visit our Twilio Site. Twilio sometimes uses cookies placed by its third party service providers to track the performance of our advertisements. For example, these cookies remember which browsers have visited the Twilio Site. This data given to the third party service providers does not include information that identifies you specifically, but this data may be re-associated with information that identifies you specifically after Twilio receives it.</p> <p>Twilio also uses third-party advertising networks that collect IP addresses and other data from web beacons (see below) on the Twilio Site, from emails, and on third-party websites. Ad networks follow your online activities over time through automated means, such as cookies and web beacons. They use this data to provide ads about products and services tailored to your interests. You may see these ads on other websites. This helps us manage and track the effectiveness of our marketing.</p> <p>From time to time, Twilio works with third parties to provide certain features on our Twilio Site or to</p>	<p>To learn more about how to opt out of targeting and advertising cookies, you can go to the Your Online Choices page, the Network Advertising Initiative page, and the Digital Advertising Alliance's Consumer Choice page. These opt-out tools are provided by third parties, not Twilio. We do not control or operate these tools or the choices that advertisers and others provide through these tools.</p> <p>To manage privacy and storage settings for Flash cookies, click here.</p>

Cookie Type	Description	Management Settings
	display ads based upon your web browsing activity. These third parties may use Flash cookies to collect and store data.	
	Below are third parties that currently place tracking technologies on the Twilio Site.	
	AppNexus - We use AppNexus to track how you use the Twilio Site to help us target ads to you on other websites.	For information on how to opt-out of AppNexus tracking technologies, click here .
	DoubleClick - We use DoubleClick to track how you use the Twilio Site to help us target ads to you on other websites.	For information on how to opt-out of DoubleClick tracking technologies, click here .
	Marketo - We use Marketo for lead management and marketing automation.	For information on how to opt-out of Marketo tracking technologies, click here .
	Eloqua - We use Eloqua for marketing automation and lead management.	For information on how to opt-out of Eloqua tracking technologies, click here .
	Facebook Custom Audience - We use Facebook Custom Audience to track how you use the Twilio Site and target ads to you on Facebook.	For information on how to opt-out of Facebook Custom Audience tracking technologies, click here .

Cookie Type	Description	Management Settings
	Google Adwords Conversion - We use Google Adwords Conversion to track our support conversion metrics for our search engine marketing campaigns.	For more information on opting out of Google advertising tracking technologies, click here .
	Google Dynamic Remarketing - We use Google Dynamic Remarketing to target search engine marketing to users of the Google search engine	For more information on opting out of Google advertising tracking technologies, click here .
	Google Tag Manager - We use Google Tag Manager to dynamically manage how and when all marketing cookie scripts are included or excluded from pages.	For more information on opting out of Google advertising tracking technologies, click here .
	Quantcast - We use Quantcast to track how you use the Twilio Site and target ads to you on other websites.	For information on how to opt-out of Quantcast tracking technologies, click here .
	LinkedIn Ads - We use LinkedIn Ads to track how you use the Twilio Site and target ads to you on LinkedIn.	For information on how to opt-out of LinkedIn Ads advertising tracking technologies, click here .
	LinkedIn Marketing Solutions - We use LinkedIn Marketing Solutions to track how you use the Twilio Site and target ads to you on LinkedIn.	For information on how to opt-out of LinkedIn Marketing Solutions advertising tracking technologies, click here .

Cookie Type	Description	Management Settings
	LiveRamp - We use LiveRamp to track how you use the Twilio Site to help us target ads to you on other websites.	For more information on opting out of LiveRamp tracking technologies, click here .
	Marin Search Marketer - We use the Marin Search Marketer help track the success of search engine marketing campaigns.	For information on opting out of Marin Search Marketer tracking technologies, click here .
	PerfectAudience - We use PerfectAudience to track how you use the Twilio Site to help us target ads to you on other websites.	For information on opting out of PerfectAudience tracking technologies, click here .
	Twitter Advertising - We use Twitter Advertising to track the success of and target social ads placed on twitter.com.	For information on opting-out of Twitter Advertising tracking technologies, click here .
	The above list of third party service providers that place cookies is subject to change and the above list may not include all such providers at any given time.	

[What's a Web Beacon?](#)

We use web beacons along with cookies to gather data about use of the Twilio Site and account portal and interaction with emails from Twilio. Web beacons are clear electronic images that can recognize certain types of data on your computer, like cookies, when you viewed a particular website tied to the web beacon, and a description of a website tied to the web beacon. For example, we may put web beacons in marketing emails that notify us when you click on a link in the email that directs you to the Twilio Site or one of its pages. We use web beacons to operate and improve the Twilio Site and email communications.

[What We Do With IP Addresses](#)

When you visit the Twilio Site, account portal, or use our products and services, like our APIs, we collect your IP addresses to track and analyze information about the devices that are connecting to our systems and about where those devices are located. For example, we use IP addresses to track which regions visitors to our Twilio Site or Customers logging into our account portal come from and to detect possible fraud.

[How We Treat Do Not Track Signals/California Do Not Track Disclosure](#)

Various browsers allow a “do not track” (DNT) setting that relies on a technology known as a DNT header, which sends a signal to websites visited by the individual about the individual’s browser DNT setting. At this time, there is no general agreement on how companies like Twilio should interpret Do Not Track signals. Therefore, Twilio does not currently commit to respond to DNT signals, whether that signal is received on a computer or on a mobile device. Twilio does, however provide meaningful choices to you about the information that is collected through cookies and web beacons through the various opt-out options set forth above. We will continue to monitor developments around DNT browser technology and the implementation of a standard.

[How you contact us](#)

You may contact via email at privacy@twilio.com. Or, you may write to us at the address listed below.

Twilio Inc.

375 Beale Street, Suite 300
San Francisco, CA 94105

Appendix V

Data Protection Addendum

Last Updated: January 8, 2021

This Data Protection Addendum ("*Addendum*") supplements the agreement between Customer and Twilio into which it is incorporated by reference ("*Agreement*").

I. Introduction

1. Definitions.

. "*Applicable Data Protection Law*" refers to all laws and regulations applicable to Twilio's processing of personal data under the Agreement including, without limitation, the General Data Protection Regulation (EU 2016/679) ("*GDPR*").

. "*controller*", "*processor*", "*data subject*", "*personal data*", and "*processing*" (and "*process*") have the meanings given in accordance with Applicable Data Protection Law.

. "*Customer Account Data*" means personal data that relates to Customer's relationship with Twilio, including the names and/or contact information of individuals authorized by Customer to access Customer's account and billing information of individuals that Customer has associated with its account. Customer Account Data also includes any data Twilio may need to collect for the purpose of identity verification, or as part of its legal obligation to retain subscriber records.

. "*Customer Content*" means (a) personal data exchanged by means of use of the Services, such as text, message bodies, voice and video media, images, email bodies, email recipients, and sound, and (b) data stored on Customer's behalf such as communication logs within the Services or marketing campaign data Customer has uploaded to the SendGrid Services.

. "*Customer Data*" has the meaning given in the Agreement. Customer Data includes Customer Account Data, Customer Usage Data, Customer Content, and Sensitive Data, as defined in this Addendum.

. "*Customer Usage Data*" means data processed by Twilio for the purposes of transmitting or exchanging Customer Content, including data used to identify the source and destination of a communication, such as (a) individual data subjects' telephone numbers, data on the location of the device generated in the context of providing the Services, and the date, time, duration and the type of communication and (b) activity logs used to identify the source of Service requests, optimize and maintain performance of the Services, and investigate and prevent system abuse.

. "*Privacy Policy*" means the then-current privacy policy for the Services available at <https://www.twilio.com/legal/privacy>.

. "*Security Controls*" means the terms set forth in the Agreement outlining Twilio's technical and organisational measures to protect Customer Data, or, if the Agreement has no such terms, then the Twilio Security Overview available at <https://www.twilio.com/legal/security-overview>.

. "*Security Incident*" means a confirmed or reasonably suspected accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data.

. *"SendGrid Services"* means the services and any application programming interface branded as "SendGrid", "Twilio SendGrid", or "Email API", enabling companies to develop, transmit, analyze, and manage email communications and other related digital communications and tools through the website at <https://www.sendgrid.com>, including all programs, features, functions and report formats, and subsequent updates or upgrades of any of the foregoing made generally available by Twilio. The SendGrid Services excludes any Twilio Services.

. *"Sensitive Data"* means (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card), financial information, banking account numbers or passwords; (c) employment, financial, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, or information about sexual life or sexual orientation; (e) account passwords, mother's maiden name, or date of birth; (f) criminal history; or (g) any other information or combinations of information that falls within the definition of "special categories of data" under GDPR or any other applicable law relating to privacy and data protection.

. *"Services"* means, collectively, the Twilio Services and SendGrid Services.

. *"Twilio Services"* means the products and services provided under a Twilio account that are used by Customer, ordered by Customer under an Order Form, or offered on a trial basis or otherwise free of charge. The Twilio Services generally consist of: (a) platform services, namely access to any application programming interface branded as "Twilio" and, where applicable, and (b) connectivity services, that link the Twilio Services to the telecommunication providers' networks via the Internet. The Twilio Services excludes any SendGrid Services.

Any capitalized term used but not defined in this Addendum has the meaning provided to it in the Agreement.

II. Controller and Processor

2. Relationship of the Parties.

2.1 Twilio as a Processor. The parties acknowledge and agree that with regard to the processing of Customer Content, Customer may act either as a controller or processor and Twilio is a processor.

2.2 Twilio as a Controller of Customer Account Data. The parties acknowledge that, with regard to the processing of Customer Account Data, Customer is a controller and Twilio is an independent controller, not a joint controller with Customer.

2.3 Twilio as a Controller of Customer Usage Data. The parties acknowledge that, with regard to the processing of Customer Usage Data, Customer may act either as a controller or processor and Twilio is an independent controller, not a joint controller with Customer.

3. Purpose Limitation. Twilio will process personal data in order to provide the Services in accordance with the Agreement. Section 2.1 of Schedule 1 (Details of Processing) further specifies the duration of the processing, the nature and purpose of the processing, and the types of personal data and categories of data subjects. Twilio will process Customer Content in accordance with Customer's instructions as outlined in Section 5 (Customer Instructions). Twilio will process Customer Account Data and Customer

Usage Data in accordance with Applicable Data Protection Law and consistent with the Privacy Policy, the Agreement, and this Addendum.

4. Compliance. Customer is responsible for ensuring that (a) it has complied, and will continue to comply, with Applicable Data Protection Law in its use of the Services and its own processing of personal data and (b) it has, and will continue to have, the right to transfer, or provide access to, the personal data to Twilio for processing in accordance with the terms of the Agreement and this Addendum.

III. Twilio as a Processor - Processing Customer Content

5. Customer Instructions. Customer appoints Twilio as a processor to process Customer Content on behalf of, and in accordance with, Customer's instructions (a) as set forth in the Agreement, this Addendum, and as otherwise necessary to provide the Services to Customer (which may include investigating security incidents and preventing spam or fraudulent activity, and detecting and preventing network exploits and abuse); (b) as necessary to comply with applicable law; and (c) as otherwise agreed in writing by the parties ("*Permitted Purposes*").

5.1 Lawfulness of Instructions. Customer will ensure that its instructions comply with Applicable Data Protection Law. Customer acknowledges that Twilio is not responsible for determining which laws are applicable to Customer's business nor whether Twilio's provision of the Services meets or will meet the requirements of such laws. Customer will ensure that Twilio's processing of Customer Content, when done in accordance with Customer's instructions, will not cause Twilio to violate any applicable law, regulation, or rule, including Applicable Data Protection Law. Twilio will inform Customer if it becomes aware or reasonably believes that Customer's data processing instructions violate any applicable law, regulation, or rule, including Applicable Data Protection Law.

5.2 Additional Instructions. Additional instructions outside the scope of the Agreement, an Order Form, or this Addendum will be agreed to between the parties in writing, including any additional fees that may be payable by Customer to Twilio for carrying out those instructions.

6. Confidentiality.

6.1 Responding to Third Party Requests. In the event that any request, correspondence, enquiry or complaint from a data subject, regulatory authority, or third party is made directly to Twilio in connection with Twilio's processing of Customer Content, Twilio will promptly inform Customer and provide details of the same, to the extent legally permitted. Unless legally obligated to do so, Twilio will not respond to any such request, inquiry, or complaint without Customer's prior consent except to confirm that the request relates to Customer.

6.2 Confidentiality Obligations of Twilio Personnel. Twilio will ensure that any person it authorizes to process the Customer Content has agreed to protect personal data in accordance with Twilio's confidentiality obligations under the Agreement.

7. Sub-processing.

7.1 Sub-processors. Customer agrees that Twilio may use sub-processors to fulfill its contractual obligations under the Agreement. Where Twilio authorizes any sub-processor as described in this Section 7, Twilio agrees to impose data protection terms on any sub-processor it appoints that require it to protect the Customer Content to the standard required by Applicable Data Protection Law, such as

including the same data protection obligations referred to in Article 28(3) of the GDPR, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR.

7.2 General Consent for Onward Sub-processing. Customer provides a general consent for Twilio to engage onward sub-processors, conditional on the following requirements:

(a) Any onward sub-processor must agree in writing to only process data in a country that the European Commission has declared to have an “adequate” level of protection; or to only process data on terms equivalent to the Standard Contractual Clauses, or pursuant to a Binding Corporate Rules approval granted by competent European data protection authorities; and

(b) Twilio will restrict the onward sub-processor’s access to personal data only to what is strictly necessary to provide the Services, and Twilio will prohibit the sub-processor from processing the personal data for any other purpose.

7.3 Current Sub-processors and Notification of New Sub-processors. If Twilio Ireland Limited or Twilio Japan G.K. is the Twilio party to the Agreement, then Customer consents to Twilio engaging Twilio Inc. as a sub-processor, which has its primary processing facilities in the United States of America. Customer consents to Twilio engaging additional third party sub-processors to process Customer Content within the Services for the Permitted Purposes provided that Twilio maintains an up-to-date list of its sub-processors at <https://www.twilio.com/legal/sub-processors>, which contains a mechanism for Customer to subscribe to notifications of new sub-processors. If Customer subscribes to such notifications, Twilio will provide details of any change in sub-processors as soon as reasonably practicable. With respect to changes in infrastructure providers, Twilio will endeavor to give notice sixty (60) days prior to any change, but in any event will give notice no less than thirty (30) days prior to any such change. With respect to Twilio’s other sub-processors, Twilio will endeavor to give notice thirty (30) days prior to any change, but will give notice no less than ten (10) days prior to any such change.

7.4 Objection Right for new Sub-processors. Customer may object to Twilio's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is in writing and based on reasonable grounds relating to data protection. In such event, the parties agree to discuss commercial reasonable alternative solutions in good faith. If the parties cannot reach a resolution within ninety (90) days, Customer may suspend or terminate the affected service in accordance with the termination provisions of the Agreement. Such termination will be without prejudice to any fees incurred by Customer prior to suspension or termination. If no objection has been raised prior to Twilio replacing or appointing a new sub-processor, Twilio will deem Customer to have authorized the new sub-processor.

7.5 Sub-processor Liability. Twilio will remain liable for any breach of this Addendum that is caused by an act, error or omission of its sub-processors.

8. Data Subject Rights.

8.1 Twilio Services. As part of the Twilio Services, Twilio provides Customer with a number of self-service features, including the ability to delete, obtain a copy of, or restrict use of Customer Content, which may be used by Customer to assist in complying with its obligations under Applicable Data Protection Law with respect to responding to requests from data subjects via the Twilio Services at no additional cost. In

addition, upon Customer's request, Twilio will provide reasonable additional and timely assistance (at Customer's expense only if complying with the Customer's request will require Twilio to assign significant resources to that effort) to assist Customer in complying with its data protection obligations with respect to data subject rights under Applicable Data Protection Law.

8.2 SendGrid Services. Twilio will, taking into account the nature of the processing, provide reasonable assistance to Customer to the extent possible to enable Customer to respond to requests from a data subject seeking to exercise its rights under Applicable Data Protection Law with respect to Customer Content being processed via the SendGrid Services.

9. Impact Assessments and Consultations. Twilio will provide reasonable cooperation to Customer in connection with any data protection impact assessment (at Customer's expense only if such reasonable cooperation will require Twilio to assign significant resources to that effort) or consultations with regulatory authorities that may be required in accordance with Applicable Data Protection Law.

10. Return or Deletion of Customer Content. Twilio will, in accordance with Section 2 of Schedule 1 (Details of Processing), delete or return to Customer any Customer Content stored in the Services.

10.1 Extension of Addendum. Upon termination of the Agreement, Twilio may retain Customer Content in storage for the time periods set forth in Schedule 1 (Details of Processing), provided that Twilio will ensure that Customer Content is processed only as necessary for the Permitted Purposes, and Customer Content remains protected in accordance with the terms of the Agreement, this Addendum, and Applicable Data Protection Law.

10.2 Retention Required by Law. Notwithstanding anything to the contrary in this Section 10, Twilio may retain Customer Content or any portion of it if required by applicable law, provided that it remains protected in accordance with the terms of the Agreement, this Addendum, and Applicable Data Protection Law.

IV. Security and Audits

11. Security

11.1 Security Measures. Twilio has implemented and will maintain the technical and organizational measures set out in the Security Controls to protect personal data from a Security Incident. Additional information about the technical and organizational security measures involving (a) the Twilio Services are described at <https://www.twilio.com/security> and (b) the SendGrid Services are described at <https://sendgrid.com/policies/security>.

11.2 Determination of Security Requirements. Customer acknowledges that the Services include certain features and functionalities that Customer may elect to use that impact the security of the data processed by Customer's use of the Services, such as, but not limited to, encryption of voice recordings and availability of multi-factor authentication on Customer's Services account or optional TLS encryption within the SendGrid Services. Customer is responsible for reviewing the information Twilio makes available regarding its data security, including its audit reports, and making an independent determination as to whether the Services meet the Customer's requirements and legal obligations, including its obligations under Applicable Data Protection Law. Customer is further responsible for properly configuring the Services and using features and functionalities made available by Twilio to

maintain appropriate security in light of the nature of the data processed by Customer's use of the Services.

11.3 Security Incident Notification. Twilio will provide notification of a Security Incident in the following manner:

- a. Twilio will, to the extent permitted by applicable law, notify Customer without undue delay, but in no event later than seventy-two (72) hours after, Twilio's confirmation or reasonable suspicion of a Security Incident impacting Customer Data of which Twilio is a processor;
- b. Twilio will, to the extent permitted and required by applicable law, notify Customer without undue delay of any Security Incident involving Customer Data of which Twilio is a controller; and
- c. Twilio will notify the email address of Customer's account owner.

Twilio will make reasonable efforts to identify and, to the extent such Security Incident is caused by a violation of the requirements of this Addendum by Twilio, remediate the cause of such Security Incident. Twilio will provide reasonable assistance to Customer in the event that Customer is required under Applicable Data Protection Law to notify a regulatory authority or any data subjects of a Security Incident.

12. Audits. The parties acknowledge that Customer must be able to assess Twilio's compliance with its obligations under Applicable Data Protection Law and this Addendum, insofar as Twilio is acting as a processor on behalf of Customer.

12.1 Twilio's Audit Program. Twilio uses external auditors to verify the adequacy of its security measures with respect to its processing of Customer Content. Such audits are performed at least once annually at Twilio's expense by independent third party security professionals at Twilio's selection and result in the generation of a confidential audit report ("*Audit Report*"). A description of Twilio's certifications and/or standards for audit of the (a) Twilio Services can be found at <https://www.twilio.com/security>; and (b) SendGrid Services can be found at <https://sendgrid.com/policies/security>.

12.2 Customer Audit. Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality controls, Twilio will make available to Customer a copy of Twilio's most recent Audit Report. Customer agrees that any audit rights granted by Applicable Data Protection Law (including, where applicable, Article 28(3) of the GDPR or Clauses 5(f) and 12(2) of the Standard Contractual Clauses) will be satisfied by these Audit Reports. To the extent that Twilio's provision of an Audit Report does not provide sufficient information or to the extent that Customer must respond to a regulatory authority audit, Customer agrees to a mutually agreed-upon audit plan with Twilio that: (a) ensures the use of an independent third party; (b) provides notice to Twilio in a timely fashion; (c) requests access only during business hours; (d) accepts billing to Customer at Twilio's then-current rates unless Customer is on Twilio's Enterprise Edition; (e) occurs no more than once annually; (f) restricts its findings to only data relevant to Customer; and (g) obligates Customer, to the extent permitted by law, to keep confidential any information gathered that, by its nature, should be confidential.

[V. International Provisions](#)

13. Processing in the United States. Customer acknowledges that, as of the Effective Date, Twilio's primary processing facilities are in the United States of America.

14. Cross Border Data Transfer Mechanisms for Data Transfers. To the extent that Customer's use of the Services requires transfer of personal data out of the European Economic Area ("EEA"), Switzerland, or a jurisdiction set forth in Schedule 4, then Twilio will take such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law.

14.1 Order of Precedence. In the event that the Services are covered by more than one transfer mechanism, the transfer of personal data will be subject to a single transfer mechanism in accordance with the following order of precedence: (a) Twilio's binding corporate rules as set forth in Section 14.2 (Twilio BCRs - Twilio Services); (b) the Standard Contractual Clauses as set forth in Section 14.3 (Standard Contractual Clauses); and, if neither (a) nor (b) is applicable, then (c) other applicable data transfer mechanisms permitted by Applicable Data Protection Law.

14.2 Twilio BCRs - Twilio Services. The parties agree that Twilio will process personal data in the Twilio Services in accordance with Twilio's Binding Corporate Rules as set forth at <https://www.twilio.com/legal/binding-corporate-rules> ("Twilio BCRs"). The parties further agree that, with respect to the Twilio Services, the Twilio BCRs will be the lawful transfer mechanism of Customer Account Data, Customer Content and Customer Usage Data from the EEA, Switzerland, or the United Kingdom to Twilio in the United States, or any other non-EEA Twilio entity subject to the binding corporate rules. For avoidance of doubt, the Twilio BCRs do not apply to the SendGrid Services.

14.3 Standard Contractual Clauses. This Addendum hereby incorporates by reference (a) the Standard Contractual clauses for data controller to data processor transfers approved by the European Commission in decision 2010/87/EU, provided that Appendices 1 and 2 of the Standard Contractual Clauses shall be deemed completed as set forth in Schedule 2 to this Addendum; and (b) the Standard Contractual Clauses for data controller to data controller transfers approved by the European Commission in decision 2004/915/EC, provided that Annex B of the Standard Contractual Clauses shall be deemed completed as set forth in Schedule 3 to this Addendum. The parties further agree that the Standard Contractual Clauses will apply to personal data that is transferred via the Services from the European Economic Area, the United Kingdom, and/or Switzerland to outside the European Economic Area, the United Kingdom, and Switzerland, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission (or, in the case of transfers from the UK or Switzerland, the competent authority for the UK or Switzerland) as providing an adequate level of protection for personal data and (ii) not covered by the Twilio BCRs.

15. Jurisdiction Specific Terms. To the extent Twilio processes personal data originating from and protected by Applicable Data Protection Law in one of the jurisdictions listed in Schedule 4, then the terms specified in Schedule 4 with respect to the applicable jurisdiction(s) ("*Jurisdiction Specific Terms*") apply in addition to the terms of this Addendum. In case of any conflict or ambiguity between the Jurisdiction Specific Terms and any other terms of this Addendum, the applicable Jurisdiction Specific Terms will take precedence.

VI. Miscellaneous

16. Cooperation and Data Subject Rights. In the event that either party receives: (a) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable) or (b) any other correspondence, enquiry, or complaint received from a data subject, regulator or other third party, (collectively, "*Correspondence*") then, where such Correspondence relates to processing of Customer

Account Data or Customer Usage Data conducted by the other party, it will promptly inform such other party and the parties agree to cooperate in good faith as necessary to respond to such Correspondence and fulfill their respective obligations under Applicable Data Protection Law.

17. Sensitive Data. Customer is responsible for ensuring that suitable safeguards are in place prior to transmitting or processing, or prior to permitting Customer's end users to transmit or process, any Sensitive Data via the Services.

18. Notification Cooperation. Customer acknowledges that Twilio, as a controller, may be required by Applicable Data Protection Law to notify the regulatory authority of Security Incidents involving Customer Usage Data. If the regulatory authority requires Twilio to notify impacted data subjects with whom Twilio does not have a direct relationship (e.g., Customer's end users), Twilio will notify Customer of this requirement. Customer will provide reasonable assistance to Twilio to notify the impacted data subjects.

19. GDPR Penalties. Notwithstanding anything to the contrary in this Addendum or in the Agreement (including, without limitation, either party's indemnification obligations), neither party will be responsible for any GDPR fines issued or levied under Article 83 of the GDPR against the other party by a regulatory authority or governmental body in connection with such other party's violation of the GDPR.

20. Conflict. If there is any conflict between this Addendum and the Agreement and/or Privacy Policy, then the terms of this Addendum will control. Any claims brought in connection with this Addendum will be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

21. Failure to Perform. In the event that changes in law or regulation render performance of this Addendum impossible or commercially unreasonable, the Parties may renegotiate this Addendum in good faith. If renegotiation would not cure the impossibility, or the Parties cannot reach an agreement, the Parties may terminate the Agreement in accordance with the Agreement's termination provisions.

22. Updates. Twilio may update the terms of this Addendum from time to time; provided, however, Twilio will provide at least thirty (30) days prior written notice to Customer when an update is required as a result of (a) changes in Applicable Data Protection Law; (b) a merger, acquisition, or other similar transaction; or (c) the release of new products or services or material changes to any of the existing Services. The then-current terms of this Addendum are available at <https://www.twilio.com/legal/data-protection-addendum>.

SCHEDULE 1

DETAILS OF PROCESSING

1. Nature and Purpose of the Processing. Twilio will process personal data as necessary to provide the Services under the Agreement. Twilio does not sell Customer's personal data or Customer end users' personal data and does not share such end users' information with third parties for compensation or for those third parties' own business interests.

1.1 Customer Content. Twilio will process Customer Content in accordance with Section 5 (Customer Instructions) of this Addendum.

1.2 Customer Account Data. Twilio will process Customer Account Data as a controller (a) in order to manage the relationship with Customer; (b) carry out Twilio's core business operations, such as accounting and filing taxes; and (c) in order to detect, prevent, or investigate security incidents, fraud and other abuse and/or misuse of the Services.

1.3 Customer Usage Data. Twilio will process Customer Usage Data as a controller in order to carry out the necessary functions as a communications service provider, such as: (a) Twilio's accounting, tax, billing, audit, and compliance purposes; (b) to provide, optimize, and maintain the Services and platform and security; (c) to investigate fraud, spam, wrongful or unlawful use of the Services; and/or (d) as required by applicable law.

2. Duration of the Processing.

2.1 Customer Content.

a. Twilio Services. Prior to the termination of the Agreement, Twilio will process stored Customer Content for the Permitted Purposes until Customer elects to delete such Customer Content via the Twilio Services. Prior to the termination of the Agreement, Customer agrees that it is solely responsible for deleting Customer Content via the Twilio Services. Upon termination of the Agreement, Twilio will (i) provide Customer thirty (30) days after the termination effective date to obtain a copy of any stored Customer Content via the Twilio Services; (ii) automatically delete any stored Customer Content thirty (30) days after the termination effective date; and (iii) automatically delete any stored Customer Content on Twilio's back-up systems sixty (60) days after the termination effective date. Any Customer Content archived on Twilio's back-up systems will be securely isolated and protected from any further processing, except as otherwise required by applicable law.

b. SendGrid Services. Upon termination of the Agreement, Twilio will (i) at Customer's election, delete or return to Customer the Customer Content (including copies) stored in the SendGrid Services and (ii) automatically delete any stored Customer Content on Twilio's back-up systems one (1) year after the termination effective date.

2.2 Customer Account Data. Twilio will process Customer Account Data as long as needed to provide the Services to Customer as required for Twilio's legitimate business needs, or as required by law. Customer Account Data will be stored in accordance with the Privacy Policy.

2.3 Customer Usage Data. Upon termination of the Agreement, Twilio may retain, use, and disclose Customer Usage Data for the purposes set forth in Section 1.3 of this Schedule 1, subject to the confidentiality obligations set forth in the Agreement. Twilio will anonymize or delete Customer Usage Data when Twilio no longer requires it for the purposes set forth in Section 1.3 of this Schedule 1.

3. Categories of Data Subjects.

3.1 Customer Content. Customer's end users.

3.2 Customer Account Data. Customer's employees and individuals authorized by Customer to access Customer's Twilio account or make use of Customer's telephone number assignments received from Twilio.

3.3 Customer Usage Data. Customer's end users.

4. Type of Personal Data. Twilio processes personal data contained in Customer Account Data, Customer Content, and Customer Usage Data as defined in the Addendum.

SCHEDULE 2

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix 1.

Data exporter

The data exporter is the Customer and the user of the Services.

Data importer

The data importer is Twilio Inc, a provider of (a) business communications services that enable communications features and capabilities to be embedded into web, desktop and mobile software applications; and (b) cloud-based transactional and marketing email delivery, management and analytics services.

Data subjects

The personal data transferred concern the following categories of data subjects:

Data exporter's end-users. The data importer will receive any personal data in the form of Customer Content that the data exporter instructs it to process through its cloud communications products and services. The precise personal data that the data exporter will transfer to the data importer is necessarily determined and controlled solely by the data exporter.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Customer Content: As defined in Section 1 (Definitions) of this Addendum.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Twilio does not intentionally collect or process any special categories of data in the provision of its products or services.

However, special categories of data may from time to time be processed through the Services where the data exporter or its end users choose to include this type of data within the communications it transmits using the Services. As such, the data exporter is solely responsible for ensuring the legality of any special categories of data it or its end users choose to process using the Services.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

For the Twilio Services, the provision of programmable communication products and services, primarily offered in the form of application programming interfaces (APIs), on behalf of the data exporter,

including transmittal to or from data exporter's software application from or to the publicly-switched telephone network (PSTN) or by way of other communications networks.

For the SendGrid Services, the provision of products and services which allow the sending and delivering email communications on behalf of the data exporter to its recipients. Twilio will also provide the data exporter with analytic reports concerning the email communications it sends on the data exporter's behalf.

Storage on Twilio's network.

[APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES](#)

This Appendix 2 forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or documentation/legislation attached): See Security Controls.

[SCHEDULE 3](#)

[ANNEX B TO THE STANDARD CONTRACTUAL CLAUSES](#)

DESCRIPTION OF THE TRANSFER

This Annex B forms part of the Standard Contractual Clauses and must be completed and signed by the parties.

Data Subjects

The personal data transferred concern the following categories of data subjects:

Data exporter and data exporter's end users.

Purposes of the Transfer(s)

The transfer is made for the following purposes:

The provision of cloud communication services.

and

For provision of a portion of the Twilio Services under which data exporter adds an additional factor for verification of data exporter's end users' identity in connection with such end users' use of data exporter's software applications or services ("*2 Factor Authentication Services*").

Categories of data

The personal data transferred concern the following categories of data:

1. Personal data transferred by data exporter to data importer to provide 2 Factor Authentication Services, namely data subjects' telephone numbers and email addresses and any other personal data provided by the data exporter and/or needed for authentication purposes.
2. Customer Account Data: As defined in Section 1 (Definitions) of this Addendum.
3. Customer Usage Data: As defined in Section 1 (Definitions) of this Addendum.

Recipients

The personal data transferred may only be disclosed to the following recipients or categories of recipients:

- Employees, agents, affiliates, advisors and independent contractors of data importer with a reasonable business purpose for needing such personal data
- Vendors of data importer that, in their performance of their obligations to data importer, must process such personal data acting on behalf of and according to instructions from data importer.
- Any person (natural or legal) or organization to whom data importer may be required by applicable law or regulation to disclose personal data, including law enforcement authorities, central and local government.

Sensitive data

N/A

Data protection registration of the data exporter

[SCHEDULE 4](#)

[JURISDICTION SPECIFIC TERMS](#)

1. Australia:

1.1. The definition of “Applicable Data Protection Law” includes the Australian Privacy Principles and the Australian Privacy Act (1988).

1.2. The definition of “personal data” includes “Personal Information” as defined under Applicable Data Protection Law.

1.3. The definition of “Sensitive Data” includes “Sensitive Information” as defined under Applicable Data Protection Law.

2. Brazil:

2.1 The definition of “Applicable Data Protection Law” includes the Lei Geral de Proteção de Dados (LGPD).

2.2 The definition of “Security Incident” includes a security incident that may result in any relevant risk or damage to the data subjects.

2.3 The definition of “processor” includes “operator” as defined under Applicable Data Protection Law.

3. California:

3.1 The definition of “Applicable Data Protection Law” includes the California Consumer Privacy Act (CCPA).

3.2 The definition of “personal data” includes “Personal Information” as defined under Applicable Data Protection Law and, for clarity, includes any Personal Information contained within Customer Account Data, Customer Content, and Customer Usage Data.

3.3 The definition of “data subject” includes “Consumer” as defined under Applicable Data Protection Law. Any data subject rights, as described in Section 8 (Data Subject Rights) of this Addendum, apply to Consumer rights. In regards to data subject requests, Twilio can only verify a request from Customer and not from Customer’s end user or any third party.

3.4 The definition of “controller” includes “Business” as defined under Applicable Data Protection Law.

3.5 The definition of “processor” includes “Service Provider” as defined under Applicable Data Protection Law.

3.6 Twilio will process, retain, use, and disclose personal data only as necessary to provide the Services under the Agreement, which constitutes a business purpose. Twilio agrees not to (a) sell (as defined by the CCPA) Customer’s personal data or Customer end users’ personal data; (b) retain, use, or disclose Customer’s personal data for any commercial purpose (as defined by the CCPA) other than providing the Services; or (c) retain, use, or disclose Customer’s personal data outside of the scope of the Agreement. Twilio understands its obligations under the Applicable Data Protection Law and will comply with them.

3.7 Twilio certifies that its sub-processors, as described in Section 7 (Sub-processing) of this Addendum, are Service Providers under Applicable Data Protection Law, with whom Twilio has entered into a written contract that includes terms substantially similar to this Addendum. Twilio conducts appropriate due diligence on its sub-processors.

3.8 Twilio will implement and maintain reasonable security procedures and practices appropriate to the nature of the personal data it processes as set forth in Section 11 (Security) of this Addendum.

4. Canada:

4.1. The definition of “Applicable Data Protection Law” includes the Federal Personal Information Protection and Electronic Documents Act (PIPEDA).

4.2. Twilio’s sub-processors, as described in Section 7 (Sub-processing) of this Addendum, are third parties under Applicable Data Protection Law, with whom Twilio has entered into a written contract that includes terms substantially similar to this Addendum. Twilio has conducted appropriate due diligence on its sub-processors.

4.3. Twilio will implement technical and organizational measures as set forth in Section 11 (Security) of this Addendum.

5. Israel:

5.1 The definition of “Applicable Data Protection Law” includes the Protection of Privacy Law (PPL).

5.2 The definition of “controller” includes “Database Owner” as defined under Applicable Data Protection Law.

5.3 The definition of “processor” includes “Holder” as defined under Applicable Data Protection Law.

5.4 Twilio will require that any personnel authorized to process Customer Content comply with the principle of data secrecy and have been duly instructed about Applicable Data Protection Law. Such personnel sign confidentiality agreements with Twilio in accordance with Section 6 (Confidentiality) of this Addendum.

5.5 Twilio must take sufficient steps to ensure the privacy of data subjects by implementing and maintaining the security measures as specified in Section 11 (Security) of this Addendum and complying with the terms of the Agreement.

5.6 Twilio must ensure that the personal data will not be transferred to a sub-processor unless such sub-processor has executed an agreement with Twilio pursuant to Section 7.1 (Sub-processors) of this Addendum.

6. Japan:

6.1 The definition of “Applicable Data Protection Law” includes the Act on the Protection of Personal Information (APPI).

6.2 The definition of “personal data” includes “Personal Information” as defined under Applicable Data Protection Law.

6.3 The definition of “controller” includes “Business Operator” as defined under Applicable Data Protection Law. As a Business Operator, Twilio is responsible for the handling of personal data in its possession.

6.4 The definition of “processor” includes a business operator entrusted by the Business Operator with the handling of personal data in whole or in part (also a “trustee”), as described under Applicable Data Protection Law. As a trustee, Twilio will ensure that the use of the entrusted personal data is securely controlled.

7. Mexico:

7.1. The definition of “Applicable Data Protection Law” includes the Federal Law for the Protection of Personal Data Held by Private Parties and its Regulations (FLPPIPPE).

7.2. When acting as a processor, Twilio will:

(a) treat personal data in accordance with Customer’s instructions as outlined in in Section 5 (Customer Instructions) of this Addendum;

(b) process personal data only to the extent necessary to provide the Services;

(c) implement security measures in accordance with Applicable Data Protection Law and Section 11 (Security) of this Addendum;

(d) keep confidentiality regarding the personal data processed in accordance with the Agreement;

(e) delete all personal data upon termination of the Agreement in accordance with Section 10 (Return or Deletion of Customer Content) of this Addendum; and

(f) only transfer personal data to sub-processors in accordance with Section 7 (Sub-processing) of this Addendum.

8. Singapore:

8.1 The definition of “Applicable Data Protection Law” includes the Personal Data Protection Act 2012 (PDPA).

8.2 Twilio will process personal data to a standard of protection in accordance with the PDPA by implementing adequate technical and organizational measures as set forth in Section 11 (Security) of this Addendum and complying with the terms of the Agreement.

9. United Kingdom:

9.1 References in this Addendum to GDPR will to that extent be deemed to be references to the corresponding laws of the United Kingdom (including the UK GDPR and Data Protection Act 2018)

9.2 The Standard Contractual Clauses will also apply to Customer in the United Kingdom as data exporter and to Twilio as data importer for transfers of personal data to countries that are not deemed to have an adequate level of data protection under the United Kingdom's Applicable Data Protection Law.

Appendix W

GDPR

For more information about Twilio and SendGrid's compliance with the GDPR, please [see our GDPR resources](#).

Appendix X

Twilio Privacy Statement

Effective Date May 25, 2018, updated on January 8, 2021 ([View the prior version of our privacy statement here.](#))

Twilio is a cloud communications platform that provides software developers with building blocks to add communications to web and mobile applications or manage email applications (such as through our SendGrid products and services).

Interested in how Twilio processes your data as a user of the Authy Mobile or Desktop App? See the [Authy App Privacy Notice](#). Looking for how Twilio processes your data as a user of the Frontline Mobile App? Check out the [Frontline App Privacy Notice](#).

If you're a SendGrid user, you can click [here](#) to see what specific privacy controls apply to our SendGrid products and services.

We understand that when you use Twilio's platform you are placing your trust in us to handle your data appropriately, including the personal information of you and your end users. That is why we take a "No Shenanigans" approach to data protection.

Part of our "No Shenanigans" approach is to make sure that you, the developer, have information about how we process personal information in connection with your use of our products and services, including our website. We want to enable you to make informed decisions about your personal information when building your software applications on Twilio's platform. We also want to provide you with relevant information to help your end users make informed decisions about their personal information when they use your software applications built on Twilio's platform.

We're realists here. And, as much as our Privacy Team wishes it were otherwise, we know that most developers don't spend their time reading privacy notices...

But they do read API docs! So, we've added information to our Twilio [API docs](#) and SendGrid [Documentation](#) about personal information processing to give you information to help you build in a smarter, more privacy-aware way.

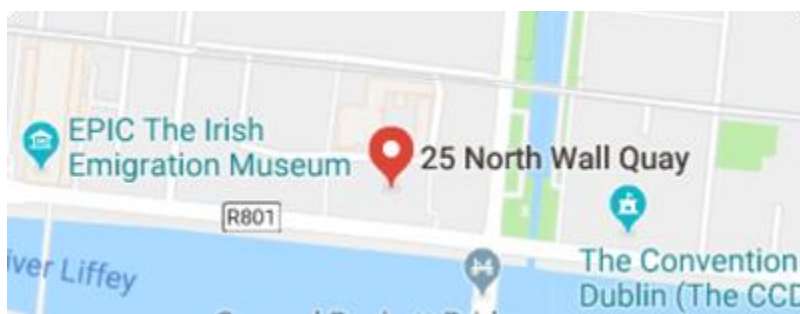
So, let's say you've read everything here and you've checked out our product-specific API docs, but you still have more questions or concerns about how we're processing personal information, or you would like to know more about how to exercise your rights. You can contact our Privacy Team in the Office of the Data Protection Officer by either emailing us at privacy@twilio.com or, by writing to us at:

WORLDWIDE HEADQUARTERS



[375 Beale Street, Suite 300, San Francisco, CA 94105](#)

EUROPEAN HEADQUARTERS



[25-28 North Wall Quay, Dublin 1, Ireland](#)

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[Let's Get Oriented](#)

Twilio processes two broad categories of personal information when you use our products and services:

- Your personal information as a customer (or potential customer) of Twilio's services — information that we refer to as Customer Account Data, and
- The personal information of your end users who use or interact with your application that you've built on Twilio's platform, like the people you communicate by way of that application — this category contains both your Customer Usage Data (e.g., communications metadata) and your Customer Content (e.g., the contents of communications).

Twilio processes these categories of personal information differently because the direct relationship we have with you, our customer, is different than the indirect relationship we have with your end users.

[How Twilio Processes Your Personal Information](#)

Data protection laws and privacy laws in certain jurisdictions, like the European Economic Area (EEA), differentiate between "controllers" and "processors" of personal information. A controller decides why and how to process personal information.

A processor processes personal information on behalf of a controller based on the controller's instructions. When Twilio processes your Customer Account Data, the Twilio entity with whom you are contracting is acting as a controller.

Broadly speaking, we use Customer Account Data to further our legitimate interests to:

- understand who our customers and potential customers are and their interests in Twilio's product and services,
- manage our relationship with you and other customers,
- carry out core business operations such as accounting, filing taxes, and fulfilling regulatory obligations and
- help detect, prevent, or investigate security incidents, fraud and other abuse and/or misuse of our products and services.

[What Personal Information Twilio collects](#)

While we're on the subject of Customer Account Data and Customer Usage Data, we'd like to give you a brief summary of the categories of personal information that might be found in the Customer Account Data and Customer Usage Data that we collect from our customers and their end users, so you can know at a glance what we're talking about.

We collect and process your personal information:

- When you visit a Twilio public-facing website like [twilio.com](#), [twilio.org](#), [authy.com](#), or [sendgrid.com](#), sign up for a Twilio event, like SIGNAL, or make a request to receive information about Twilio or our products, like a Twilio whitepaper or a newsletter;
- When you contact our Sales Team or Customer Support Team; and
- When you sign up for a Twilio, Authy, or SendGrid account and use our products and services.

We call this personal information Customer Account Data. We also collect Customer Usage Data from you when you send or receive communications through your use of our services. This data might take different forms, and we might use it for different purposes — read on for more information.

[Learn More](#)

[What Customer Account Data Twilio Processes When You Visit Our Website, Sign Up for a Twilio Event, or Make a Request for Information About Twilio and Why](#)

When you visit our website, sign up for a Twilio event or request more information about Twilio, we collect information automatically using tracking technologies, like cookies, and through web forms where you type in your information. We collect this information to provide you with what you request through the web form, to learn more about who is interested in our products and services, and to improve navigation experience on our pages.

[Learn More](#)

[What Customer Account Data Twilio Processes When You Communicate with Our Sales or Customer Support Teams and Why](#)

You may share personal information, like your contact information, with a member of our Sales or Customer Support Team when you communicate with them. We keep a record of this interaction.

[Learn More](#)

[What Customer Account Data Twilio Processes When You Sign Up for and Log Into a Twilio Account and Why](#)

When you sign up for an account with us, we ask for certain information like your contact details and billing information so we can communicate with you and so you can pay for our products and services. We also collect some information automatically, like your IP address, when you log in to your account or when your software application built on Twilio makes requests to our APIs. We use this to understand who is using our services and how, and to detect, prevent and investigate fraud, abuse, or security incidents.

[Learn More](#)

[Other Customer Account Data We Collect and Why](#)

We may collect information about you, as our customer, from publicly-available sources so we can understand our customer base better.

[Learn More](#)

[How Long We Store Your Customer Account Data](#)

Twilio will store your Customer Account Data as long as needed to provide you with our services and to operate our business. If you ask Twilio to delete specific personal information from your Customer Account Data (see 'How To Make Choices About Your Customer Account Data' below), we will honor this request unless deleting that information prevents us from carrying out necessary business functions, like billing for our services, calculating taxes, or conducting required audits.

[Learn More](#)

[How To Make Choices About Your Customer Account Data](#)

You can make various choices about your Customer Account Data through the account portal, such as accessing it, correcting it, deleting it, or updating your choices about how it is used, when you log into your Twilio account or through the marketing preferences center. Any other requests about your data you cannot make through these self-service tools, you can request by emailing privacy@twilio.com or contacting [Customer Support](#).

[Learn More](#)

[California Consumer Access and Deletion Rights](#)

For those customers that would like more information about our use of Customer Account Data or Customer Usage Data, you have the ability to request:

- that we provide details about the categories of personal information that we collect about you, including how we collect and share it;
- that we provide you access to the personal information we collect about you; and
- that we delete the personal information we have about you.

Please be aware that when you ask us for these things, we will take steps to verify that you are authorized to make the request.

[Learn More](#)

[How Twilio Processes Your End Users' Personal Information](#)

Your end users' personal information typically shows up on Twilio's platform in a few different ways:

- Communications-related personal information about your end users, like your end users' phone numbers for number-based communications, your end users' email addresses for email communications, IP addresses for IP-based communications, device status (indicating whether a device is available for messaging), or device tokens for push notifications, show up in our systems when you use or intend to use this information to contact your end user through use of our products and services.
- Your end users' personal information may show up in "friendly names," which are strings you provide, if you choose to include your end users' personal information as part of a string.
- Your end users' personal information may also be contained in the content of communications you (or your end users) send or receive using Twilio's products and services.

We call the information in the first two bullets above Customer Usage Data. The information in the third bullet is what we refer to as Customer Content.

As noted above, data protection law (including privacy law) in certain jurisdictions, like the EEA, differentiate between "controllers" and "processors" of personal information. When Twilio processes Customer Content, we generally act as a processor. When we process Customer Usage Data, we act as a

processor in many respects, but we may act as a controller in others. For example, we may need to use certain Customer Usage Data for the legitimate interests of billing, reconciling invoices with telecommunications carriers, and in the context of troubleshooting and detecting problems with the network.

[What Customer Usage Data and Customer Content Twilio Processes and Why](#)

We use Customer Usage Data and Customer Content to provide services to you and to carry out necessary functions of our business as a communications service provider. We do not sell your end users' personal information and we do not share your end users' information with third parties for those third parties' own business interests.

[Learn More](#)

[How Long Do We Store Customer Usage Data and Customer Content and Exercising Choices About End User Personal Information](#)

Details regarding how long your end user personal information may be stored on Twilio systems and how to delete, access, or exercise other choices about end user data will depend on which Twilio products and services you are using and how you are using them. For that reason, our [API docs](#) for each of our products and services, along with SendGrid's [documentation](#), are the best place to find more detailed information about managing end user data collected and stored in connection with your use of our products and services, as well as the particular data retention periods for your use case.

[Learn More](#)

[When and Why We Share Your Personal Information Or Your End Users' Personal Information](#)

We do not sell or allow your Customer Account Data to be used by third parties for their own marketing purposes, unless you ask us to do this or give us your consent to do this. Further, we do not sell your end users' personal information. We also do not share it with third parties for their own marketing or other purposes, unless you instruct us to do so. You can read more in our [CCPA Notice](#).

[Learn More](#)

[Transfers of Personal Information Out of the EEA and Switzerland](#)

When you use our account portal, or our other products and services, personal information of you and your end users processed by Twilio may be transferred to the United States, where our primary processing facilities are located, and possibly to other countries where we or our service providers operate. These transfers will often be made in connection with routing your communications in the most efficient way.

Twilio employs appropriate safeguards for cross-border transfers of personal data, as required by applicable local law, including Binding Corporate Rules and Standard Contractual Clauses.

[Learn More](#)

[SendGrid Services](#)

The SendGrid services work a little differently from the rest of Twilio's services, and we'd like to make sure you're aware of those differences. Most importantly, SendGrid services are not currently covered

by Twilio's [Binding Corporate Rules](#), which means that we rely on Standard Contractual Clauses (which you can find in our [Data Protection Addendum](#)) for any cross-border data transfers relating to the SendGrid services. However, even where SendGrid services are not covered by our [Binding Corporate Rules](#), we are committed to providing a high level of data protection for our SendGrid customers. There are a few other elements that are specific to the SendGrid services, and you should read on for more information.

[Learn More](#)

[Automated Decision Making](#)

Twilio may use automated decision making using a variety of signals derived from account activity to help identify and suspend accounts sending spam or engaged in other abusive or fraudulent activity. Holders of accounts suspended under these circumstances are notified of the suspension and given an opportunity to request human review of the suspension decision.

[Handling disputes relating to our data protection practices](#)

We hope we can resolve any disputes relating to our data protection practices between us. You can raise your concern or dispute by emailing our Privacy Team at privacy@twilio.com or by writing to us at:

Twilio Inc., 375 Beale Street, Suite 300, San Francisco, CA 94105 (our worldwide headquarters)

or

Twilio Ireland Limited, 25-28 North Wall Quay, Dublin 1, Ireland (our EEA headquarters).

For individuals in the EEA, you have additional rights to make a complaint to a competent data protection authority or commence proceedings in a court of competent jurisdiction in accordance with applicable data protection laws.

[Learn More](#)

[How We Secure Personal Information](#)

We use appropriate technical and organizational measures to protect the security of your personal information both online and offline. These measures vary based on the sensitivity of the personal information we collect, process and store and the current state of technology. We also take measures to ensure service providers that process personal data on our behalf also have appropriate security controls in place.

[Learn More](#)

[Other Information You May Find Useful](#)

Here's some other information about our privacy practices, such as how we handle certain types of data like children's data or protected health information, how we handle do-not-track signals, what to expect if we make changes to our notice, and the legal bases for processing personal information.

Appendix Y

Twilio's Privacy Shield Statement

Note: Twilio does not rely on Privacy Shield for cross-border data transfers. However, we continue to comply with the framework, including its dispute resolution process. Please read our statement for information about how we comply with the Privacy Shield framework.

Twilio has certified with the EU–U.S. Privacy Shield Framework and the Swiss–U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of "personal data" (as defined under the Privacy Shield principles) transferred from the European Union and the United Kingdom, and/or Switzerland to the United States, respectively. Twilio has certified that it adheres to the Privacy Shield Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement for such personal data. To learn more about the Privacy Shield, view a list of entities who have current certifications under Privacy Shield, or view Twilio's certification, please visit <https://www.privacyshield.gov/list>. As required under the principles, when Twilio receives information under the Privacy Shield and then transfers it to a third-party service provider acting as an agent on Twilio's behalf, Twilio has certain liability under the Privacy Shield if both (i) the agent processes the information in a manner inconsistent with the Privacy Shield and (ii) Twilio is responsible for the event giving rise to the damage.

If you have any questions or complaints about Twilio's privacy practices, including questions related to the Privacy Shield, you may contact us via email at privacy@twilio.com, or by mail at either of the addresses below, and we will work with you to resolve your issue:

Twilio Inc.
375 Beale Street, Suite 300
San Francisco, CA 94105

Twilio Ireland Limited
25-28 North Wall Quay
Dublin 1, Ireland

If you are a resident of the European Union or Switzerland and are dissatisfied with the manner in which we have addressed your concerns about our privacy practices, you may seek further assistance, at no cost to you, from our designated Privacy Shield independent recourse mechanism:

[American Arbitration Association/International Centre for Dispute Resolution](#)

Residents of the European Union or Switzerland may elect to arbitrate unresolved complaints but prior to initiating such arbitration, you must: (1) contact Twilio and afford us the opportunity to resolve the issue; (2) seek assistance from Twilio's designated independent recourse mechanism above; and (3) contact the U.S. Department of Commerce (either directly or through a European Data Protection Authority or the Swiss Federal Data Protection and Information Commissioner) and afford the Department of Commerce time to attempt to resolve the issue. Each party shall be responsible for its own attorney's fees. Please be advised that, pursuant to the Privacy Shield, the arbitrator(s) may only impose individual-specific, non-monetary, equitable relief necessary to remedy any violation of the Privacy Shield Principles with respect to the individual. Twilio is subject to the investigatory and enforcement powers of the U.S. Federal Trade Commission (FTC).

In addition to the rights granted to Twilio users to access, modify, and delete data we have collected from those users, some international users (including those whose information we collect under the Privacy Shield) have certain legal rights to access certain information we hold about them and to obtain its deletion. To exercise those rights, these users may contact us at privacy@twilio.com with their request.

Appendix Z

Twilio Sub-Processors

Twilio uses certain sub-processors to assist in providing Twilio's services. A sub-processor is a third party data processor engaged by Twilio who agrees to receive personal data from Twilio intended for processing activities to be carried out (i) on behalf of Twilio customers; (ii) in accordance with customer instructions as communicated by Twilio; and (iii) in accordance with the terms of a written contract between Twilio and the sub-processor.

Twilio maintains an up-to-date list of the names and locations of all sub-processors. This list is below, or you can obtain a copy by contacting privacy@twilio.com.

Twilio customers may [subscribe to notifications of sub-processor changes](#) to receive updates.

[Sub-Processor List](#)

Sub-processor	Types of data transferred	Purpose for the data transfer	Location
AWS	Personal data contained in communications customers send or receive through Twilio's services.	Provision of communication products and services, including transmittal to or from customer software applications from or to the publicly-switched telephone network (PSTN) or other specified origination and termination points. Storage.	USA
		Provides text to speech capabilities for Programmable Voice customers using Amazon Polly.	
Appen Butler Hill	Personal data contained in voice recordings customers process via the opt-in Twilio AI Services.	Provides human annotation of voice recordings for customers who have enabled the feature on supported products.	Storage: USA, Australia Access: Philippines

Sub-processor	Types of data transferred	Purpose for the data transfer	Location
DVELP/Sabio	Personal data contained in Voice communications customers instruct Google to process via the Flex Partner CCAI products	Provides connectivity services to Customer's Google CCAI instance	UK, EU, USA
GoodData Corporation	Personal data contained in communications customers send or receive through Twilio's services.	Provides data analytics functionality for customers who have enabled the feature in Flex Workforce Optimization.	USA
Google	Personal data contained in communications customers send or receive through Twilio's services.	Provides speech recognition functionality for customers who have enabled the feature on supported products.	USA
Google	Personal data customers instruct Google to process via the Flex Partner CCAI products	Provides the Flex Partner CCAI products in accordance with and subject to the Google Cloud Platform Terms of Service and the Google Dialogflow Service Level Agreement	Storage: As Selected by Customer Access: USA
IBM Cloud Services (f/k/a Softlayer Technologies, Inc.)	Personal data contained in communications customers send or receive through the SendGrid services.	Routes outgoing email through the most efficient local caching servers in order to increase speed for customers outside the United States who are sending email through the SendGrid services.	USA

Sub-processor	Types of data transferred	Purpose for the data transfer	Location
iMerit	Personal data contained in voice recordings customers process via the opt-in Twilio AI Services.	Provides human annotation of text files and human transcription of audio files for customers who have enabled the feature on supported products.	Storage: USA Accessing text and audio files for annotation and transcription: India, Bhutan
TranscribeMe	Personal data contained in voice recordings customers process via the opt-in Twilio AI Services.	Provides human annotation of voice recordings for customers who have enabled the feature on supported products.	Storage: USA Access: Philippines
VoiceBase	Personal data contained in communications customers send or receive through Twilio's services.	Provides transcription services for customers who have enabled transcriptions on supported products.	USA

Appendix AA

Frontline Privacy Statement

Effective Date January 5, 2021

We appreciate you using Twilio Frontline. Entrusting us with your personal data is a serious responsibility, and we want you to know how we approach privacy and data protection. This Frontline Privacy Statement describes:

- The types of information Twilio may collect or that you may provide when you download, install, access, or use the Frontline App or the Frontline Services.
- How Twilio shares that information with others.
- Twilio's practices for collecting, using, maintaining, protecting, and disclosing that information.
- Ways you can review and make changes to the information you've shared with us.

This Frontline Privacy Statement is an addendum to, supplements, and incorporates the terms of the [Twilio Privacy Statement](#). If you need to know more information about Twilio's data processing practices, please refer there. This Frontline Privacy Statement applies only to information Twilio collects in:

- The Frontline App;
- Conjunction with the use of the Frontline Services; and
- Email, text, and other electronic communications sent through or in connection with the Frontline App or Frontline Services.

This Frontline Privacy Statement does not apply to information that Twilio collects offline or via any other Services, apps, or websites, including websites you may access through the Frontline App; or information you provide to, or information collected by, any third party. Twilio's website and apps, and these other third parties, have their own privacy policies, which we encourage you to read before providing information on or through them.

Unless specifically defined, terms used throughout this Frontline Privacy Statement have the same definitions as those given in the [Twilio Terms of Service](#), the [Twilio Privacy Statement](#), and the [Twilio Frontline Terms of Service](#), as applicable. In this Frontline Privacy Statement, the terms "you," "your," and "customer" will refer to you, and/or your Frontline Users, as applicable.

[Information we collect](#)

[Categories of data](#)

We collect two broad categories of personal data while you're using the Frontline Services:

- Your personal information as a customer (or potential customer) of Twilio's services — information that we refer to as Customer Account Data, and

- The personal information of your Frontline Users and End Users (each, a “user”) who interact with and communicate with you while you’re using the Frontline Services — this category contains both your Customer Usage Data (e.g., communications metadata) and your Customer Content (e.g., the contents of communications).

You can always read more about how Twilio collects and processes personal information in the [Twilio Privacy Statement](#), including our legal basis for processing, if you’re in the EEA. Specifically, we collect certain information from and about Twilio Frontline’s customers, as well as our customers’ users directly from users when they provide it to us, and automatically when a user uses the Frontline App or Frontline Services. Twilio uses this information to identify you as you use the Frontline Services, so we can provide the Frontline Services to you.

Depending on your interactions with us, we might collect the following categories of personal information, and for the following reasons:

- We collect Identifiers, like your name and contact information (Customer Account Data), when you sign up for or use the Frontline Services and to do things like allow you to use our products (including the Frontline App), verify your identity, and communicate with you. These include unique device identifiers as you use the Frontline App.
- We collect Commercial information when we keep track of the Frontline Services that you purchase from us and our communications history about the Frontline Services.
- We collect Financial information, such as your payment information, when you pay for the Frontline Services.
- We collect Internet and other electronic activity information, such as communications metadata, as you use the Frontline Services. This metadata may be information about how you interact with our websites and the information on them; what features you use on the Frontline Services; or it may be your Customer Usage Data as you send communications over the Frontline Services.
- We collect Geolocation information when you use the Frontline Services such as your IP address for analytics purposes.
- We collect Professional or employment information, such as your company or employer or your role at your company.
- If you use other Twilio services or products, we may collect additional information; please see the [Twilio Privacy Statement](#) to see how Twilio collects and uses personal data in general.

In addition, as a processor and a service provider, we process Customer Content — the content of communications — that may include personal information from any of those categories, plus others.

[Connecting to Frontline](#)

To use the Frontline App, your users must login using a third party account, i.e., your Single Sign-On provider. The authentication of your users login details is handled by that third party and we only collect the information your users expressly agree to share with us at the time they give permission to link their Frontline account with the third party account. We only gather the information you give us access to,

and we only use it for the purposes for which you have provided it to us, as you have authorized in the [Twilio Terms of Service](#), the [Twilio Privacy Statement](#), the [Twilio Frontline Terms of Service](#), and in this Frontline Privacy Statement, as applicable.

[How we use the information we collect](#)

Twilio Frontline uses personal information, including Customer Usage Data, Customer Account Data, and Customer Content, as necessary to perform and provide the Frontline Services you request. This includes performing the necessary functions of our business as a service provider, as described in the [Twilio Privacy Statement](#).

For clarity:

- We may use your Customer Account Data to manage your account; to carry out our core business functions such as billing and account maintenance; and to detect, prevent, or investigate security incidents, fraud and other abuse or misuse of the Frontline Services.
- We may use your Customer Usage Data to assist you with debugging or troubleshooting. We may also use it in connection with detecting, investigating, and preventing security incidents; detecting and preventing spam or fraudulent activity; and detecting and preventing network exploits and abuse. It may also be anonymized, as allowed by law, and we may use data that can no longer identify you or relate to you for our legitimate business needs.
- We only use your Customer Content as necessary to provide the Frontline Services (which may include investigating security incidents and preventing spam or fraudulent activity, and detecting and preventing network exploits and abuse); as necessary to comply with applicable law; and as you instruct. These instructions may take the form of commands sent via the Frontline App.
- We do not sell or allow your Customer Account Data to be used by third parties for their own marketing purposes, unless you ask us to do this or give us your consent; and we will not retain, use, or disclose your personal information for any commercial purpose; and we will not retain, use, or disclose your personal information outside of the scope of the Agreement we have with you. You can see our [CCPA Notice](#) for more information.

[Sharing the information we collect](#)

We do not disclose personal information outside Twilio Frontline, except as described in this section.

As mentioned above, we do not sell or allow your Customer Account Data to be used by third parties for their own marketing purposes, unless you ask us to do this or give us your consent to do this. Further, we do not sell your users' personal information. We also do not share it with third parties for their own marketing or other purposes, unless you instruct us to do so.

There are a few scenarios in which Twilio Frontline may share personal information:

- We may share personal information with your consent, to perform services you have requested.
- We may share personal information to third-party service providers or consultants. Twilio engages certain third-party service providers to carry out certain data processing functions on our behalf. These providers are limited to only accessing or using this data to provide services to

us and must provide reasonable assurances they will appropriately safeguard the data. You may learn more by reading the [Twilio Privacy Statement](#).

- We may share Customer Content with sub-processors who assist in providing the Twilio services, like our infrastructure provider, or as necessary to provide optional functionality like transcriptions. An up-to-date list of sub-processors for the Twilio Services is located [here](#).
- We may share your personal information or your users' personal information within the Twilio group of companies, such as with a subsidiary of Twilio Inc. We and our subsidiaries will only use the information as described in this notice.
- We may disclose your or your users' personal information to a third party if (i) we reasonably believe that disclosure is compelled by applicable law, regulation, legal process, or a government request (including to meet national security, emergency services, or law enforcement requirements), (ii) to enforce our agreements and policies, (iii) to protect the security or integrity of our services and products, (iv) to protect ourselves, our other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which we believe in good faith requires us to disclose data to assist in preventing a death or serious bodily injury. If Twilio is required by law to disclose any personal information of you or any of your users, we will notify you of the disclosure requirement, unless prohibited by law. Further, we object to requests we do not believe were issued properly. You can read more in our [Law Enforcement Guidelines](#).
- If Twilio goes through a corporate sale, merger, reorganization, dissolution or similar event, data we gather from you may be part of the assets transferred or shared in connection with the due diligence for any such transaction. In that situation, and that situation only, we might transfer your data in a way that constitutes a sale under applicable law. If we do, we'll let you know ahead of time, and any acquirer or successor of Twilio may continue to process data consistent with this notice.
- We might also share data with third parties if the data has been de-identified or aggregated in a way so it cannot be used to identify you or your users.

If you're a Californian interested in what personal information Twilio has shared lately for our business purposes, here's a list:

- Identifiers
- Commercial information
- Financial information
- Internet or other electronic activity information
- Geolocation information
- Professional or employment information

By "our business purposes," we mean that we only share personal information as we describe in the [Twilio Privacy Statement](#) (in other words, this may include telephony operators, communications providers, and so on).

[Transfers of Personal Information](#)

When you use the Frontline Services, personal information of you and your users processed by Twilio may be transferred to the United States, where our primary processing facilities are located, and possibly to other countries where we or our service providers operate.

Twilio employs appropriate safeguards for cross-border transfers of personal data, as required by applicable local law, including Binding Corporate Rules and Standard Contractual Clauses.

Twilio has established and implemented a set of Binding Corporate Rules (“BCRs”) for internal transfers of personal information between Twilio group companies in the European Union and Twilio group companies elsewhere. Twilio’s BCRs have been approved by European Union Data Protection Authorities and are a commitment by Twilio to adequately protect personal information that Twilio processes regardless of where the information resides. You can access Twilio’s BCR controller and processor policies [here](#).

Please see the [Twilio Privacy Statement](#) for information about our dispute resolution process.

[Securing personal information](#)

Twilio Frontline takes appropriate technical and organizational measures to protect the security of your and your users’ personal information both online and offline. These measures vary based on the sensitivity of the personal information we collect, process and store and the current state of technology. We also take measures to ensure service providers that process personal data on our behalf also have appropriate security controls in place. No method of transmission, or method of electronic storage, is completely secure. While we strive to protect your and your users’ data, we cannot guarantee that unauthorized access, hacking, data loss or a data breach will never occur.

[Your choices about your Customer Account Data](#)

Twilio will store your Customer Account Data as long as needed to provide you with the Frontline Services and to operate our business. If you ask Twilio to delete specific personal information from your Customer Account Data (see [‘How To Make Choices About Your Customer Account Data’](#) in the [Twilio Privacy Statement](#)), we will honor this request unless deleting that information prevents us from carrying out necessary business functions, like billing for our services, calculating taxes, or conducting required audits.

You can make various choices about your Customer Account Data through the account portal, such as accessing it, correcting it, deleting it, or updating your choices about how it is used, when you log into your Twilio account or through the marketing preferences center. Any other requests about your data you cannot make through these self-service tools, you can request by emailing privacy@twilio.com or contacting [Customer Support](#).

For instructions on how to request closure or deletion of your Twilio account, please see [‘How To Make Choices About Your Customer Account Data’](#) in the [Twilio Privacy Statement](#).

You can choose not to receive promotional emails from Twilio by following the unsubscribe/opt-out instructions in those emails. You can also opt-out by contacting [Customer Support](#). Please note that even if you opt out of promotional communications, we may still send you non-promotional messages

relating to things like updates to our terms of service or privacy notices, security alerts, and other notices relating to your access to or use of our products and services.

[Your choices about your Customer Usage Data and Customer Content](#)

Details regarding how long your users' personal information may be stored on Twilio systems and how to delete, access, or exercise other choices about users' data will depend on which Twilio products and services you are using and how you are using them. For that reason, our [API docs](#) for each of our products and services are the best place to find more detailed information about managing users' data collected and stored in connection with your use of the Frontline Services.

As a Twilio customer, if the Twilio product or service you use enables you to store records of your usage on Twilio, including personal information contained within those records, and you choose to do so, then Twilio will retain these records for as long you instruct. In some cases, use of extended storage may cost more. If you later instruct us to delete those records, we will do so. Please note that it may take up to 30 days for the data to be completely removed from all systems. In some cases, a copy of those records, including the personal information contained in them, may nonetheless be retained to carry out necessary functions like billing, invoice reconciliation, troubleshooting, and detecting, preventing, and investigating spam, fraudulent activity, and network exploits and abuse. Sometimes legal matters arise that also require us to preserve records, including those containing personal information. These matters include litigation, law enforcement requests, or government investigations. If we have to do this, we will delete the impacted records when no longer legally obligated to retain them. We may, however, retain or use records after they have been anonymized, if the law allows.

[California Consumer Access and Deletion Rights](#)

For those customers that would like more information about our use of Customer Account Data or Customer Usage Data, you have the ability to request:

- that we provide details about the categories of personal information that we collect about you, including how we collect and share it;
- that we provide you access to the personal information we collect about you; and
- that we delete the personal information we have about you.

Please be aware that when you ask us for these things, we will take steps to verify that you are authorized to make the request. For more information on California consumer access and deletion rights, please see '[California Consumer Access and Deletion Rights](#)' in the [Twilio Privacy Statement](#).

[Changes to this Frontline Privacy Statement](#)

We may change this Frontline Privacy Statement from time to time. If we make changes, we'll revise the "Effective" date at the top of this notice, and we may provide additional notice such as on the Twilio website homepage, account portal sign-in page, or via the email address we have on file for you if you're a Twilio Frontline customer. We will comply with applicable law with respect to any changes we make to this notice and seek your consent to any material changes if this is required by applicable law.

[Contacting Twilio Frontline](#)

If you need help with Twilio Frontline, please contact Frontline Support at frontline@twilio.com. Questions regarding this Frontline Privacy Statement, the [Twilio Privacy Statement](#), or Twilio's information practices should be directed to privacy@twilio.com. For information about Twilio's DPO or mailing addresses, please see the [Twilio Privacy Statement](#).

Appendix AB

Twilio Referral Program Terms and Conditions

Twilio ("we," "us" the "*Company*") offers you the opportunity to earn rewards by referring friends to try our Upgraded Twilio Service (The "*Upgraded Service*"). Your participation in the Twilio Referral Program ("*Twilio Referral Program*" or "*Program*") can earn you credits to use in conjunction with Twilio Services, and may also get you additional rewards. We reserve the right to terminate the Program at any time for any reason. The Program is administered by Twilio, which may, outsource certain elements of administration to third parties (collectively "*Administrator*").

These terms ("*Terms*") apply to a user's participation in the Program. By participating in the Program, users agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Program. Users also cannot where in so doing, they would violate any applicable law or regulations.

[Eligibility](#)

This Program is void where such referral programs are prohibited. Users who refer others to the program are "Referrers"; those who are referred are "Referred Customers." Referrers are may be eligible to receive "Credits" for every qualified referral. Referrers must speak and read English, be legally able to participate in the Program, and must be 1) at least the age of majority where they reside, 2) have an existing, valid Twilio user account, and 3) are otherwise in good standing. When registering for the Program, Referrers must use the same email address that is registered with their existing Twilio user account. Sorry, no company accounts. Twilio reserves the right to determine if a Referrer's Twilio user account is valid based on criteria that includes, but is not limited to, Twilio account activity and ownership, incorporation status, and business affiliation of the user's registered Twilio email address domain. Participation in the Program represents an ongoing relationship with you, for privacy purposes. So long as you remain in the Program, and you have unused Credits, you will be considered an active member of the Program and of the Twilio Community. Please see Twilio's privacy policy for further details on your privacy rights.

Companies and employees of Twilio Entities or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible.

[How It Works](#)

To participate, once you have created your Twilio account, visit www.twilio.com/console and follow the on-screen instructions to start referring. You will be provided a link which you can share with your friends and colleagues as much as you want. If a user uses your personal link and signs up and upgrades your account, each of you will receive a credit ("*Credit*") worth \$10.00 US, to use for designated Twilio products and services. There is a limit of 100 unique Credits per calendar year that a Referrer may receive, and Credits may only be used for designated Twilio products and services and may never be redeemed for cash.

[Special Promotions](#)

From time to time, Referrers may be offered special promotions ("*Special Promotion*"), and special links ("*Personal Bonus Link*") to use. These Special Promotions may be offered to some, but not all Users, depending upon your Credit status, your geographic location, or for other reasons. Such Special Promotions are for a limited time and will give Referrers (and in some cases, Referred Customers) additional perks and rewards. Additional terms, including expiration dates for any Special Promotion will be provided with the Special Promotion. During Special Promotions, Referrers may use either their Personal Link, or their Personal Bonus Link, and will receive Credit based upon the specific link used. Sorry, during any Special Promotion, the Referrer will only receive the identified credit outlined Special Promotion only if the Referred User completes the task prior to the end date of the Special Promotion period.

[Qualified Referrals](#)

Upon signing up for the Program, Referrers will be provided with a unique referral link ("*Personal Link*") that allows Referrers to receive Credit. Each Referrer will be able to check his/her status on referrals by logging in to his/her/their account and checking the Referral Status. Referrers will also be provided with a unique and personal Twilio "Referral Status" page to check page or account to check the status of his/her Qualified Referrals and to manage his/her account. Personal Links will be issued only to individuals. An individual must use their Personal Link to participate in the program but no purchase is required. Referrers must respect the spirit of the Program by not engaging in spamming or other unfair or otherwise problematic practices, including creating fake accounts or harassing potential referral sources.

[Conditions for Receiving Credit](#)

Credit will be awarded for Qualified Referrals who meet the following conditions:

1. The Referred Customer must use the Personal Link from a Referrer in good standing with Twilio.
2. If a Referred Customer receives more than one Personal Link, Twilio will provide the Credit to the person whose Personal Link is used to complete the Twilio registration process regardless of when the Personal Links were sent. If a Referred Customer registers for the Upgraded Service using any other method, the registration will not count as a Qualified Referral and Referrer will not earn Credit;
3. The Referred Customer may not combine the link with any other monetary offer.
4. The Referred Customer may not receive a credit back for the Upgraded Service for up to 1 month.
5. The Referred Customer must not be registered with the Upgraded Service, and was not previously registered with the Service under any email address or alias for at least 12 months;
6. The Referred Customer must be eligible to create a Twilio account and otherwise be qualified.
7. The Referred Customer must register for the Upgraded Service using a valid and current email address that has not been used to register for the Upgraded Service within the last 12 months.

[How Credits Work](#)

Referrers are allowed up to 100 unique Credits (100 unique Qualified Referrals).

Credit are subject to verification and will generally be awarded within 60 days of verification. Twilio Entities may withhold a Credit if it reasonably believes additional verification is required. Twilio may also withhold or invalidate any potential it deems fraudulent, suspect, or in violation of these Terms. If Twilio in its sole discretion believes awarding a credit or verifying and approving a transaction will impose liability on Twilio, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.

All Twilio Entities' decisions are final and binding, except where prohibited, including decisions as to whether a Qualified Referral, or Credit is valid, when and if to terminate the Program, and whether, if at all, to change the program. Any changes to the program will be sent via email to registered Referrer's and, except where prohibited, will become effective as of the date the email is sent. If a Referrer has referrals pending qualification at the time that updates are sent, those pending referrals shall be validated and Credits given under the terms that were valid at the time the Referred Customer signed up for the Upgraded Service.

Use of Credits

Credits may only be used for qualified Twilio products and services, which can change at any time. They may not be traded and have no monetary value, and may not be redeemed for cash, or traded. Credits are not transferable, salable, or auctionable. If the Program is terminated by Twilio, Referrers will have 6 months to use any Credits before they are forfeited. If a Referrer's account is cancelled for any reason, unredeemed Credits are forfeited immediately. If Referrer's account is suspended for any reason, upon resumption of account privileges.

Liability Release

Except where prohibited, Users agree that by participating in the Program, they agree: (1) to be bound by these Terms the decisions of Twilio, its Administrators ("*Twilio Entities*") (if any) and/or their designees, and privacy policies; (2) to release and hold harmless Twilio Entities and their respective parent companies, affiliates and subsidiaries, together with their respective employees, directors, officers, licensees, licensors, shareholders, attorneys and agents including, without limitation, their respective advertising and promotion entities and any person or entity associated with the production, operation or administration of the Program (collectively, the "*Released Parties*"), from any and all claims, demands, damages, losses, liabilities, costs or expenses caused by, arising out of, in connection with, or related to their participation in the Program (including, without limitation, any property loss, damage, personal injury or death caused to any person(s) and/or the awarding, receipt and/or use or misuse of the Program or any Credit); and (3) to be contacted by Twilio Entities via e-mail.

Except where prohibited by law, the Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind resulting from acceptance, possession or use of a Credit, or from participation in the Program; or (v) any printing, typographical, administrative or technological errors in any websites or materials associated with the Program. Twilio Entities disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Program, and reserve

the right, in their sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond Twilio Entities control, corrupt the administration, security or proper play of the Program.

Except where prohibited, the Released Parties shall not be liable to any Users for failure to supply any Credit or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control.

As a condition of entering the Program, and unless prohibited by law, Users agree that under no circumstances will Users be entitled to any awards for any losses or damages, and Users hereby waive all rights to claim punitive, incidental, consequential and any other damages, and waives any and all rights to have damages multiplied or otherwise increased. A waiver of rights may not apply to you in your jurisdiction of residence. Additional rights may be available to you.

Twilio Entities reserves the right to cancel or suspend this Program should it determine, in its sole discretion, that the administration, security or fairness of this Program has been compromised in any way.

[Applicable Law](#)

Except where prohibited, disputes, claims and causes of action arising out of or related to this Program or any prize awarded shall be resolved under the laws of the United States, and except where prohibited, California law (without reference to its conflicts of laws principles), and participant agrees to submit any dispute to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California.

[Referrer's Code of Conduct](#)

Referrer's agree that they will not violate any of these Terms, or otherwise engage in activity that could be considered harassment toward other users. Users agree not to use the Program to:

- Violate the intellectual property rights of Twilio
- Spam or otherwise create bulk distributions of the Personal Link or the Personal Bonus Link that is inappropriate
- Collect or attempting to collect personal data about users or potential Referred Customers
- Engage in any actions that are designed to disrupt or undermine the Program
- Make attempts to gain unauthorized access to the software or the Program for any reason
- Transmit files that contain bots, viruses, worms, Trojan horses, or any other file that could contaminate or otherwise destroy Twilio intellectual property or stop the function of the Twilio services

- Engage in illegal or unsportsmanlike activities
- Engage in behavior designed to annoy or harass others
- Engage in actions that disparage or malign or call into question the reputation of Twilio, in Twilio's sole discretion

Inappropriate Behavior

The Twilio Entities may prohibit anyone from participating in the Program or receiving a if they determine such User is attempting to undermine the fairness, integrity or legitimate operation of the Program in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other Twilio users (whether or not enrolled in the Program), or representatives of Twilio Entities. Use of any automated system to participate is strictly prohibited, and if discovered, and will result in disqualification. Twilio reserves the right to disqualify anyone, cancel Credits, disable or suspect an account, and contact legal authorities (including law enforcement), if it should discover a user is tampering with the entry or referral process or the operation of the Program or violating these Terms. Referrals generated by a script, macro or other automated means will be disqualified. If a solution cannot be found to restore the integrity of the Program, we reserve the right to cancel, change, or suspend the Program.

Privacy

Participation in the Program may require a Referred Customer and/or a Referrer to submit personal information about themselves. The personal information will be collected, processed and used in accordance with Twilio's Privacy Policy which can be found at <http://www.twilio.com/privacy> privacy. In addition, personal information may be used by Company on Company's behalf, to contact Users with regards to participation in the Program and to receive communications from Twilio or third party administrators of the Program.

Reservations of Rights

We reserve the right to modify or amend at any time these Terms and the methods through which Credit are earned. We reserve the right to disqualify any User at any time from participation in the Program if he/she does not comply with any of these Terms. Twilio Entities' failure to enforce any term of these Terms shall not constitute a waiver of that provision.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROGRAM. SHOULD SUCH AN ATTEMPT BE MADE, PROGRAM ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION

THE CONTENT, INFORMATION, LINKS AND FUNCTIONALITY OF THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL COMPONENTS. WITHOUT IN ANY WAY LIMITING THE PRIOR SENTENCE, WORLDPAY DOES NOT MAKE ANY REPRESENTATION OR WARRANTY THAT (I) THE CONTENT AND

INFORMATION OF THIS WEBSITE IS ACCURATE, SECURE, COMPLETE OR OTHERWISE FREE FROM ERRORS AND OMISSIONS, OR (II) THE LINKS AND OTHER ASPECTS OF THE WEBSITE ARE FUNCTIONAL.

Appendix AC

Government Requests

Twilio is a cloud communications company. Our products and services enable you to build communications features and capabilities into your web, desktop and mobile software applications.

We take the security and privacy of our developers extremely seriously.

[Twilio Transparency Reporting](#)

The trust you place in Twilio for your vital communications is of paramount importance. Twilio produces semi-annual transparency reports to provide the visibility you deserve and expect from a cloud service.

Check out our [Transparency Reports](#) reflecting the the total volume of government requests for information received by Twilio, how Twilio responded to the requests and how often Twilio notified users of the requests.

Twilio has received and obtained permission to publish select National Security Letters received. [View the available documents.](#)

[Submitting Law Enforcement Requests to Twilio](#)

For instructions on how to submit a law enforcement request for information, click here to read our [Law Enforcement Guidelines](#).

Please note that Twilio will only respond to requests that are sent from a government agency via registered email domain; are issued where Twilio is subject to jurisdiction; have an enforceable subpoena, court order, or search warrant compelling us to produce the information requested; and state the categories of records sought and specific time period.

Twilio's Privacy Policy compels us to notify our customer of requests unless explicitly prohibited from doing so by law. For more information on our non-disclosure policy: <https://www.twilio.com/legal/privacy>

Agencies that do not want us to notify our customer(s) of a request should reference explicit legal authority barring us from disclosing. If your request does not prohibit disclosure and you do not want us to notify our customer, reply stating you withdraw your request or that you will obtain a non-disclosure order.

- [LEGAL](#)
- [PRIVACY](#)
- [TWILIO.ORG](#)
- [PRESS & MEDIA](#)
- [SIGNAL](#)
- [INVESTORS](#)

- [JOBS](#)

Appendix AD

Twilio Transparency Reporting

Twilio's developer ecosystem, customers and end users expect Twilio to protect their personal information, sensitive data and user privacy. That responsibility includes how Twilio handles government requests received.

As part of [our commitment to the privacy of your data](#), Twilio issues semi-annual reports to provide visibility to the Twilio community around the government requests received for customer information by municipal, state, provincial and federal governments globally.

In that spirit, Twilio's Transparency Reports document the total volume of government requests for information received by Twilio, how Twilio responded to the requests and how often Twilio notified users of the requests.

Twilio will continue to publish semi-annual transparency reports here on the Twilio website. Please be advised that Twilio may restate data going forward if more complete information becomes available or if Twilio changes classifications.

Twilio has received and obtained permission to publish select National Security Letters received. [View the available documents](#).

Please email transparency@twilio.com with specific questions or feedback on the transparency report.

Documents links:

[Transparency Report - Second Half 2020](#)

[Transparency Report - First Half 2020](#)

[Transparency Report - Second Half 2019](#)

[Transparency Report - First Half 2019](#)

[Transparency Report - Second Half 2018](#)

[Transparency Report - First Half 2018](#)

[Transparency Report - Second Half 2017](#)

[Transparency Report - First Half 2017](#)

[Transparency Report - Second Half 2016](#)

[Transparency Report - First Half 2016](#)

[Transparency Report - Second Half 2015](#)

[Transparency Report - First Half 2015](#)

Appendix AE

Submitting Subpoenas and Civil Requests to Twilio

This page provides information for an individual or an attorney seeking user data from Twilio Inc. in civil proceedings in the U.S or outside of the U.S. When Twilio Inc. receives requests for user data, we review them very carefully according to applicable state and federal laws and our terms of service and privacy policy.

If you are a law enforcement agency seeking customer data, please contact Twilio's law enforcement requests team via: legalrequests@twilio.com or for more information visit: <https://www.twilio.com/legal/law-enforcement-guidelines>.

Due to COVID-19, Twilio personnel are working from home and physical offices are closed. Accordingly, Twilio is unable to receive legal process via mail, express delivery, or couriers sent to Twilio's offices. If you intend to serve Twilio with legal process, please serve our registered agent, Corporation Service Company (CSC), through its appropriate office (see below), and send a courtesy copy via email to legalnotices@twilio.com to minimize any delay in our response to your request.

[I am a Twilio customer and have a Twilio Account, can I access my user data?](#)

Twilio's customers have access to their user data, including billing information, usage information, message logs, call logs, and content via [Twilio's customer console](#).

For the collection of message and call logs, there are two options:

1. [The BulkExport API](#). Twilio's BulkExport API provides an efficient mechanism for retrieving all of your activity logs from the Twilio platform on an ongoing basis, or for one-off downloads.
2. Customer Support Request. Customers can log into their account via <https://www.twilio.com/console/> and submit a customer support request. In this request the following information should be provided:

Subject Line: Legal Request for SMS Logs and Content re [Customer Name]

In the Comments field provide:

Attention: Twilio Legal Department

Account Owner Name:

Account Owner Email Address:

Account SID:

Phone Number(s):

Date Range:

Description of data requested: see <https://www.twilio.com/docs/sms/api/message-resource> and <https://www.twilio.com/docs/voice/api/call-resource> for a description of message and voice properties.

Upon receipt of the customer support ticket, an affidavit will be sent to the account owner confirming the request for customer data.

What Types of Customer Information Does Twilio have?

Phone numbers registered to Twilio are typically subleased to a Twilio customer. Some Twilio customers may then distribute that number to their own end user or subscriber. Twilio cannot identify whether our customer is directly using a phone number or has "resold" the number to their own end user as part of their application. Accordingly, in response to proper legal process, Twilio will provide you Twilio's customer contact information, so that you can obtain end user information from the Twilio customer.

Other than our customer names, contact information, and types and length of service, the particular categories of other customer information that Twilio has depends on which Twilio products and services the customer uses. Twilio generally has information regarding our customers' usage of our products and services, such as how much our customer has used our particular product or service and may include such things as the origination and destination of calls or messages, and the duration of calls. In some instances, Twilio may also have the content of communications sent or received through our customers software applications. Please note that the law prohibits Twilio from producing in civil litigation certain information. See, e.g., 18 U.S.C. § 2702. Twilio makes much of its customers data accessible to its customers themselves to download, so Twilio encourages parties involved in legal proceedings to obtain Twilio's customer data directly from our customers whenever possible. For a list of message properties, please visit: <https://www.twilio.com/docs/sms/api/message-resource>.

How Do I Serve a Subpoena or Court Order in the United States?

Twilio Inc. is a Delaware Corporation with its headquarters in San Francisco, California. Twilio Inc. accepts civil requests for user data (including subpoenas and court orders) issued from the San Francisco Superior Court, the U.S. District Court for the Northern District of California, Delaware state or federal court, or properly domesticated out of state legal process. Twilio Inc. accepts personal service through our registered agent for service of process (CSC) or at our headquarters. Twilio Inc. does not accept service of civil legal process via fax or email. Service on Twilio through CSC will ensure the most efficient and timely handling of the request.

Twilio Inc.
Attn: Legal
101 Spear Street, First Floor
San Francisco, CA 94105

California CSC office:
Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Delaware CSC office:
251 Little Falls Drive
Wilmington, DE USA 19808

For a list of other CSC locations, please visit: <https://www.cscglobal.com/cscglobal/pdfs/CSC-registered-agent-addresses.pdf>

Notice: SendGrid Inc. was acquired by Twilio in February 2019 and the SendGrid entity was dissolved in December 2019. For all civil requests related to SendGrid products, please follow Twilio's civil service process guidelines.

In order for Twilio to process your request, please include at minimum sufficient information regarding the customer account, such as a phone number or account identifier, so that Twilio may identify the customer account(s) at issue.

[How Do I Serve a Civil Request from Outside of the United States?](#)

Requests from outside the U.S. can be sent to:

Twilio Inc.
c/o Twilio Legal Department
(legalnotices@twilio.com)
101 Spear Street, First Floor
San Francisco, CA 94105
United States of America

Please include your full name, mailing address, email address and phone number with your request.