
the liability of the Borrower or any other Credit Party, other than the indefeasible payment in full in cash of all the Guaranteed Obligations. The Administrative Agent and the other Guaranteed Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with the Borrower or any other Credit Party or exercise any other right or remedy available to them against the Borrower or any other Credit Party, without affecting or impairing in any way the liability of any Subsidiary Guarantor hereunder except to the extent the Guaranteed Obligations have been indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Subsidiary Guarantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Subsidiary Guarantor against the Borrower or any other Credit Party, as the case may be, or any security.

Section 2.04. Reinstatement. Each Subsidiary Guarantor agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Guaranteed Obligation is rescinded or must otherwise be restored by any Guaranteed Party upon the bankruptcy or reorganization of the Borrower or any other Credit Party or otherwise.

Section 2.05. Agreement to Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Administrative Agent or any other Guaranteed Party has at law or in equity against any Subsidiary Guarantor by virtue hereof, upon the failure of the Borrower or any other Credit Party to pay any Guaranteed Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Subsidiary Guarantor hereby promises to and will forthwith pay, or cause to be paid, to the Administrative Agent for distribution to the applicable Guaranteed Parties in cash the amount of such unpaid Guaranteed Obligation. Upon payment by any Subsidiary Guarantor of any sums to the Administrative Agent as provided above, all rights of such Subsidiary Guarantor against the Borrower or any other Credit Party arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article 3.

Section 2.06. Information. Each Subsidiary Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Credit Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks assumed or incurred by such Subsidiary Guarantor hereunder, and agrees that none of the Guaranteed Parties will have any duty to advise such Subsidiary Guarantor of any information known to any Guaranteed Party regarding such circumstances or risks.

ARTICLE 3
INDEMNITY, SUBROGATION AND SUBORDINATION

Section 3.01. Indemnity and Subrogation. In addition to all rights of indemnity and subrogation the Subsidiary Guarantors may have under applicable law (but subject to Section 3.03) in respect of any payment hereunder, the Borrower agrees that in the event a payment of any obligation of the Borrower shall be made by any Subsidiary Guarantor under this Agreement, the Borrower shall indemnify such Subsidiary Guarantor for the full amount of such payment and such Subsidiary Guarantor shall be subrogated to the rights of the Person to whom such payment shall have been made to the extent of such payment.

Section 3.02. Contribution and Subrogation. Each Subsidiary Guarantor (a “**Contributing Party**”) agrees (subject to Section 3.03) that, in the event a payment shall be made by any other Subsidiary Guarantor hereunder in respect of any Guaranteed Obligation and such other Subsidiary Guarantor (the “**Claiming Party**”) shall not have been fully indemnified by the Borrower as provided in Section 3.01, the Contributing Party shall indemnify the Claiming Party in an amount equal to the amount of such payment, multiplied by a fraction of which the numerator shall be the net worth of the Contributing Party on the date hereof and the denominator shall be the sum of the respective net worth of all the Subsidiary Guarantors on the date hereof (or, in the case of any Subsidiary Guarantor becoming a party hereto pursuant to Section 5.17, the date of the Supplement pursuant to which such Subsidiary Guarantor became a party hereto). Any Contributing Party making any payment to any Claiming Party pursuant to this Section 3.02 shall (subject to Section 3.03) be subrogated to the rights of such Claiming Party under Section 3.01 to the extent of such payment.

Section 3.03. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Subsidiary Guarantors under Sections 3.01 and 3.02 and all other rights of the Subsidiary Guarantors of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Guaranteed Obligations. No failure on the part of the Borrower or any Subsidiary Guarantor to make the payments required by Sections 3.01 and 3.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Subsidiary Guarantor with respect to its obligations hereunder, and each Subsidiary Guarantor shall remain liable for the full amount of the obligations of such Subsidiary Guarantor hereunder.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Each Subsidiary Guarantor represents and warrants to the Administrative Agent and the other Guaranteed Parties that (a) the execution, delivery and

performance by such Subsidiary Guarantor of this Agreement are within such Subsidiary Guarantor's corporate or other organizational powers and have been duly authorized by all necessary corporate or other organizational and, if required, stockholder or other equityholder action, and that this Agreement has been duly executed and delivered by such Subsidiary Guarantor and is the legally valid and binding obligation of such Subsidiary Guarantor, enforceable against such Subsidiary Guarantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability, and (b) all representations and warranties as to such Subsidiary Guarantor set forth in each Credit Document are true and correct in all material respects (except insofar as such inaccuracy thereof would not be material and adverse to the creditworthiness of the Borrower or constitute a material breach of any Credit Document from the point of view of a Person extending credit to the Borrower as contemplated by the Credit Documents) on and as of the date hereof to the same extent as though made on and as of the date hereof, except in the case of any such representation and warranty that expressly relates to a prior date, in which case such representation and warranty was true and correct in all material respects (except insofar as such inaccuracy thereof would not be material and adverse to the creditworthiness of the Borrower or constitute a material breach of any Credit Document from the point of view of a Person extending credit to the Borrower as contemplated by the Credit Documents) on and as of such prior date; *provided that*, in each case, such materiality qualifier is not applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof.

ARTICLE 5 MISCELLANEOUS

Section 5.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Borrower as provided in Section 9.01 of the Credit Agreement.

Section 5.02. Expenses. The Subsidiary Guarantors, jointly and severally, agree to reimburse the Administrative Agent for its expenses incurred hereunder or in connection herewith as provided in Section 9.02 of the Credit Agreement; provided that each reference therein to "the Borrower" shall be deemed to be a reference to "the Subsidiary Guarantors". All amounts due under this Section 5.02 shall be payable promptly after written demand therefor.

Section 5.03. Waiver. To the extent permitted by applicable law, each Subsidiary Guarantor shall not assert, and hereby waives, for itself and on behalf of its Affiliates, any claim against any Indemnatee, on any theory of liability, for

special, indirect, consequential or punitive damages (as opposed to direct or actual damages), whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement, arising out of, in connection with, as a result of or in any way related to this Agreement or any other Credit Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act, omission or event occurring in connection therewith, and each Subsidiary Guarantor, for itself and on behalf of its Affiliates, hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its or their favor.

Section 5.04. *Set-Off.* In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, if an Event of Default shall have occurred and is continuing, each Lender is hereby authorized by each Subsidiary Guarantor at any time or from time to time, without notice to such Subsidiary Guarantor or any other Person (other than the Administrative Agent), but subject to the approval of the Requisite Lenders, any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, time or demand, provision or final, in whatever currency, including Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but excluding trust accounts) or other amounts at any time held or owing by such Lender to or for the credit or the account of such Subsidiary Guarantor against and on account of the obligations then due of such Subsidiary Guarantor to such Lender hereunder and under the other Credit Documents, irrespective of whether or not such Lender shall have made any demand hereunder.

Section 5.05. *Amendments and Waivers.* Neither this Agreement nor any provision hereof may be waived, amended or modified, and no consent to any departure by any Credit Party therefrom may be made, except pursuant to an agreement or agreements in writing entered into by the Administrative Agent, the Borrower and the Subsidiary Guarantors, subject to any consent required in accordance with Section 9.05 of the Credit Agreement and to the other terms of Section 9.05 of the Credit Agreement.

Section 5.06. *Successors and Assigns.* This Agreement shall be binding upon the parties hereto and their respective successors and assigns permitted hereby and shall inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby. No rights or obligations hereunder of any Subsidiary Guarantor, nor any interest therein, may be assigned or delegated (and any such attempted assignment or delegation by any Subsidiary Guarantor shall be null and void) except as expressly provided in this Agreement or the Credit Agreement.

Section 5.07. *Survival of Representations, Warranties and Agreements.* All covenants, agreements, representations and warranties made by any Credit

Party hereunder or in any other Credit Document, or in any certificate or instrument delivered in connection with or pursuant to any Credit Document, shall be considered to have been relied upon by the Guaranteed Parties and shall survive the execution and delivery hereof and of the other Credit Documents and the making of the Loans, regardless of any investigation made by or on behalf of any Guaranteed Party and notwithstanding that any Guaranteed Party may have had notice or knowledge of any Default or Event of Default or incorrect representation or warranty at the time of the making of any Loan, and shall continue in full force and effect as long as any Commitment is in effect or the principal of or any accrued interest on any Loan, any commitment fee or any other amount payable under any Credit Document is outstanding and unpaid. The provisions of Sections 5.02, 5.03, 5.04 and 5.19 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans or the termination of this Agreement or any provision hereof.

Section 5.08. No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent, the Arranger or any Lender in the exercise of any power, right or privilege hereunder or under any other Credit Document shall impair such power, right or privilege or be construed to be a waiver thereof or of any Default or Event of Default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege, or any abandonment or discontinuance of steps to enforce such power, right or privilege, preclude any other or further exercise thereof or the exercise of any other power, right or privilege. The powers, rights, privileges and remedies of the Administrative Agent, the Arranger and the Lenders hereunder and under the other Credit Documents are cumulative and shall be in addition to and independent of all powers, rights, privileges and remedies they would otherwise have. Without limiting the generality of the foregoing, the execution and delivery of this Agreement or the making of any Loan hereunder shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, the Arranger or any Lender may have had notice or knowledge of such Default or Event of Default at the time.

Section 5.09. Severability. In case any provision in or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 5.10. Headings. Article and Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

Section 5.11. Applicable Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED

IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

Section 5.12. Consent to Jurisdiction. SUBJECT TO CLAUSE (E) BELOW, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO OR ANY OTHER CREDIT DOCUMENT, OR ANY OF THE OBLIGATIONS, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH CREDIT PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (A) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (B) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (C) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE CREDIT PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 5.01; (D) AGREES THAT SERVICE AS PROVIDED IN CLAUSE (C) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE CREDIT PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (E) AGREES THAT THE ADMINISTRATIVE AGENT, THE LENDERS AND THE OTHER GUARANTEED PARTIES RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY CREDIT PARTY IN THE COURTS OF ANY OTHER JURISDICTION IN CONNECTION WITH THE EXERCISE OF ANY RIGHTS UNDER ANY CREDIT DOCUMENT OR THE ENFORCEMENT OF ANY JUDGMENT.

Section 5.13. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON THIS AGREEMENT OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER CREDIT DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE LENDER/CREDITOR RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO

ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 5.13 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER CREDIT DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE LOANS MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 5.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same contract.

Section 5.15. Effectiveness; Several Agreement. This Agreement shall become effective as to each Subsidiary Guarantor when a counterpart hereof executed on behalf of such Subsidiary Guarantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be construed as a separate agreement with respect to each Subsidiary Guarantor and may be amended, modified, supplemented, waived or released with respect to any Subsidiary Guarantor without the approval of any other Subsidiary Guarantor and without affecting the obligations of any other Subsidiary Guarantor hereunder.

Section 5.16. Termination; Release. (a) Subject to Section 2.04, this Agreement and the guarantees made herein shall terminate when all the outstanding Guaranteed Obligations (other than contingent obligations for indemnification, expense reimbursement, tax gross-up or yield protection as to which no claim has been made) have been paid in full in cash and the Commitments of the Lenders have terminated or permanently reduced to zero.

(b) If the Borrower shall request the release under this Agreement of any guarantee of any Subsidiary Guarantor (i) upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Subsidiary Guarantor shall (A) cease to be a Subsidiary or (B) cease to be a wholly-owned Material Domestic Subsidiary or (ii) that became a Subsidiary Guarantor pursuant to clause (b) of the Guarantee Requirement but is no longer required to be a Subsidiary Guarantor to satisfy the Guarantee Requirement, and shall deliver to the Administrative Agent a certificate of an Authorized Officer of the Borrower to the effect that (x) in the case of any requested release under clause (i) above, such transaction will comply with the terms of the Credit Agreement and (y) in the case of any requested release under clause (i)(B) or (ii) above, after giving effect to such release the Guarantee Requirement shall remain satisfied, the Administrative Agent, if reasonably satisfied that the applicable certificate is correct, shall release the applicable Subsidiary Guarantor from its guarantee hereunder.

(c) In connection with any termination or release pursuant to Section 5.16(a) or 5.16(b), the Administrative Agent shall execute and deliver to any Credit Party, at such Credit Party's expense, all documents that such Credit Party shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 5.16(c) shall be without recourse to or warranty or representation by the Administrative Agent.

Section 5.17. Additional Subsidiary Guarantors. Pursuant to the Credit Agreement, additional Subsidiaries may be required to become Subsidiary Guarantors after the date hereof. Upon execution and delivery by the Administrative Agent and a Subsidiary of a Supplement, any such Subsidiary shall become a Subsidiary Guarantor hereunder, in each case, with the same force and effect as if originally named as such herein. The execution and delivery of any such instrument shall not require the consent of the Borrower or any other Subsidiary Guarantor hereunder. The rights and obligations of the Borrower and each Subsidiary Guarantor hereunder shall remain in full force and effect notwithstanding the addition of any Subsidiary as a party to this Agreement.

Section 5.18. Enforcement of Guarantees. Notwithstanding anything to the contrary in any Credit Document, no Guaranteed Party shall have any right to individually enforce any guarantee of any Subsidiary Guarantor hereunder, it being understood and agreed that all powers, rights and remedies under this Agreement may be exercised solely by the Administrative Agent on behalf of the Guaranteed Parties in accordance with the terms hereof. Each Guaranteed Party, whether or not a party hereto or to the Credit Agreement, will be deemed, by its acceptance of the benefits of the guarantees of the Subsidiary Guarantors hereunder, to have agreed to the provisions of this Section 5.18.

Section 5.19. Certain Acknowledgments and Agreements. Each Subsidiary Guarantor hereby acknowledges the provisions of Sections 2.16 and 9.10 of the Credit Agreement and agrees to be bound by such provisions with the

same force and effect, and to the same extent, as if such Subsidiary Guarantor were a party to the Credit Agreement. Each Subsidiary Guarantor hereby agrees that the provisions of Section 9.24 of the Credit Agreement shall apply, mutatis mutandis, to such Subsidiary Guarantor and, in furtherance thereof, makes each of the acknowledgements and agreements made in such Section by the Borrower.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FACEBOOK, INC.

By: /s/ Theodore W. Ulyot

Name: Theodore W. Ulyot

Title: Vice President, General
Counsel & Secretary

ANDALE, INC., as a Subsidiary Guarantor,

By: /s/ Theodore W. Ulyot

Name: Theodore W. Ulyot

Title: President, Chief Executive Officer &
Secretary

FACEBOOK OPERATIONS, LLC, as a Subsidiary
Guarantor,

By: /s/ Theodore W. Ulyot

Name: Theodore W. Ulyot

Title: President, Chief Executive Officer &
Secretary

VITESSE, LLC, as a Subsidiary Guarantor,

By: /s/ Theodore W. Ulyot

Name: Theodore W. Ulyot

Title: President, Chief Executive Officer &
Secretary

[Signature Page to Guarantee Agreement (Revolving Loan)]