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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/BORROWER 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 9.16 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 9.17. Confidentiality.** The Administrative Agent and each Lender shall keep confidential in accordance with this Section 9.17 all non public information disclosed to it by the Borrower or any Subsidiary at any time on or after the date hereof regarding the business, operations, assets, liabilities and financial condition of the Borrower and the Subsidiaries, including any product plans and designs, software, technology, inventions, business plans and opportunities and financial statements but excluding the existence and the terms and conditions of this Agreement, including Exhibits and Schedules hereto (other than any such Schedule setting forth any such information regarding the Borrower and the Subsidiaries), and the other Credit Documents (collectively, the “**Confidential Information**”). The Administrative Agent and each Lender agrees that it shall not publicly disclose, or make any public statement regarding the existence and the terms or conditions of, this Agreement and the other Credit Documents, including any of the Exhibits and Schedules hereto and thereto. Each of the Administrative Agent and the Lenders further agrees that it (a) shall use the Confidential Information only in connection with this Agreement and the other Credit Documents, including exercising its rights and remedies thereunder or administering the terms thereof, (b) shall take reasonable

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precautions with respect to the confidentiality of the Confidential Information that are at least as protective as precautions employed by it with respect to confidential materials of similar nature of its other clients, (c) shall not reverse engineer or remove any proprietary markings from any Confidential Information and (d) except as otherwise permitted under this Section 9.17, shall not disclose any Confidential Information to any individual or organization, either internally or externally, without the prior written consent of the Borrower. Notwithstanding the foregoing, it is understood and agreed by the Borrower that the Administrative Agent may disclose any Confidential Information to the Lenders, and the Administrative Agent and each Lender may make (i) disclosures of any Confidential Information to its Affiliates in connection with this Agreement and the other Credit Documents, (ii) disclosures of any Confidential Information to its and its Affiliates' respective directors, officers, credit and loan administration personnel, internal management and credit committee members, administrative personnel, conflicts and compliance personnel, legal advisers (including outside counsel), auditors and other personnel, advisors and agents directly involved in the transactions contemplated hereby (other than, for the avoidance of doubt, any research analyst), in each case on a "need to know" basis (and to other Persons authorized by the Administrative Agent or such Lender to organize, present or disseminate such information in connection with disclosures otherwise made in accordance with this Section 9.17), it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature thereof and instructed to keep such information confidential in accordance herewith, (iii) disclosures of any Confidential Information to any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation of any Commitments or Loans or any participations therein or to any direct or indirect contractual counterparties (or the professional advisors thereto) to any swap or derivative transaction relating to the Borrower and its obligations, provided that (A) in the case of any such assignee or transferee in connection with any assignment and transfer requiring the prior written consent of the Borrower under Section 9.06(c), no Confidential Information other than the Limited Confidential Information may be disclosed to such assignee or transferee without the prior written consent of the Borrower (not to be unreasonably withheld or delayed) (it being understood that such written consent, if obtained, shall in any event permit disclosures of the Standard Credit Information), (B) subject to clause (A) above, no Confidential Information other than Standard Credit Information may be disclosed without the prior written consent of the Borrower (not to be unreasonably withheld or delayed) and (C) such assignees, transferees, participants, counterparties and advisors are advised of and agree, in advance of such disclosure, in writing (including pursuant to customary "click-through" procedures) to be bound by either the provisions of this Section 9.17 or other provisions that are at least as restrictive as the provisions of this Section 9.17, (iv) disclosure of any Confidential Information to any rating agency when required by it, provided that, prior to any disclosure, such rating agency shall undertake in writing to preserve the confidentiality of any Confidential Information received by it from the Administrative Agent or such Lender, as the case may be, (v) disclosures in connection with the exercise of any remedies hereunder or under any other Credit Document, (vi) disclosures of any Confidential Information to any other party to this Agreement (it being understood that such other party shall continue to be subject to the agreements set forth in this Section 9.17), (vii)

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disclosures required or requested by any Governmental Authority or by any self-regulatory authority, such as the NAIC, or pursuant to legal or judicial process, provided that, unless prohibited by applicable law, court order or rules and regulations of any self-regulatory authority, (A) the Administrative Agent or such Lender, as the case may be, shall take commercially reasonable efforts to promptly notify the Borrower of any request by any Governmental Authority or any such self-regulatory authority (other than any such request in connection with any examination of the financial condition or other routine examination of the Administrative Agent or such Lender (or any Affiliate of any of the foregoing) by such Governmental Authority or self-regulatory authority) for disclosure of any such Confidential Information prior to the disclosure thereof and shall (other than in connection with any such examination where it is not practicable to do so under the circumstances) take commercially reasonable precautions to preserve the confidentiality of any Confidential Information subject to such disclosure and (B) the Administrative Agent or such Lender, as the case may be, agrees to use reasonably diligent efforts to assist (other than in connection with any request referred to in the second preceding parenthetical) the Borrower, at the Borrower's sole cost and expense, in seeking to limit the disclosure of such Confidential Information or to obtain confidential treatment or protective order therefor, and (viii) disclosures to the extent such Confidential Information (A) has become publicly available other than as a result of a breach of this Section 9.17 or (B) becomes available to the Administrative Agent, any Lender or any Affiliate of any of the foregoing from a source other than the Borrower or any Subsidiary to the extent such information is not known by the Administrative Agent, such Lender or such Affiliate to be subject to a confidentiality agreement between such source and the Borrower or any Subsidiary, provided that if the Administrative Agent, such Lender or such Affiliate subsequently obtains knowledge that such information is subject to such confidentiality agreement, any further disclosure thereof may only be made to the extent otherwise permitted by this Section 9.17, and *provided further* that none of the Administrative Agent, any Lender or any Affiliate of any of the foregoing shall have any liability for any disclosure of such information prior to obtaining knowledge of any such confidentiality agreement. To the extent that the Administrative Agent or any Lender provides any Confidential Information to any of its Affiliates or its or any of its Affiliates' respective directors, officers and other personnel referred to in clause (ii) above, the Administrative Agent or such Lender, as applicable, shall be responsible for compliance by such Affiliate and such persons with the terms of this Section 9.17. The obligations under this Section 9.17 shall survive any termination of this Agreement and, with respect to any Confidential Information, shall expire three years after the date of receipt of such Confidential Information. Any Confidential Information disclosed by the Borrower to any Lender pursuant to a non-disclosure agreement between the Borrower and such Lender shall become subject to the terms of this Section 9.17 as if disclosed to such Lender on the date hereof. Neither the Administrative Agent nor any Lender shall acquire any intellectual property rights in any Confidential Information disclosed to it. Each of the Administrative Agent and the Lenders acknowledges that any breach of this Section 9.17 may cause irreparable harm for which monetary damages are an insufficient remedy and, as a consequence thereof, upon any breach of this Section 9.17, the Borrower shall be entitled to seek appropriate equitable relief in addition to any remedies available to the Borrower at law.

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**Section 9.18. Usury Savings Clause.** Notwithstanding any other provision herein, the aggregate interest rate charged with respect to any of the Obligations, including all charges or fees in connection therewith deemed in the nature of interest under applicable law, shall not exceed the Highest Lawful Rate. If the rate of interest (determined without regard to the preceding sentence) under this Agreement at any time exceeds the Highest Lawful Rate, the outstanding amount of the Loans made hereunder shall bear interest at the Highest Lawful Rate until the total amount of interest due hereunder equals the amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect. In addition, if when the Loans made hereunder are repaid in full the total interest due hereunder (taking into account the increase provided for above) is less than the total amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect, then to the extent permitted by law, the Borrower shall pay to the Administrative Agent an amount equal to the difference between the amount of interest paid and the amount of interest which would have been paid if the Highest Lawful Rate had at all times been in effect. Notwithstanding the foregoing, it is the intention of the Lenders and the Borrower to conform strictly to any applicable usury laws. Accordingly, if any Lender contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender's option be applied to the outstanding amount of the Loans made hereunder or be refunded to the Borrower.

**Section 9.19. 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 9.20. Effectiveness; Entire Agreement.** Subject to Article 3, this Agreement shall become effective when it shall have been executed by the Administrative Agent and there shall have been delivered to the Administrative Agent counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. 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 and the other Credit Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof (but do not supersede any other provisions of any separate letter agreements with respect to fees payable to the Arranger or the Administrative Agent or other matters that do not by the terms of such documents terminate upon the effectiveness of this Agreement, all of which provisions shall remain in full force and effect) and JPMCB and its Affiliates shall be released from all liability in connection therewith, including any claim for injury or damages, whether consequential, special, direct, indirect, punitive or otherwise.

**Section 9.21. PATRIOT Act.** Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrower, on behalf of itself and each other Credit Party, that pursuant to the requirements of the PATRIOT

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Act, it is required to obtain, verify and record information that identifies each Credit Party, which information includes the name and address of each Credit Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify such Credit Party in accordance with the PATRIOT Act.

**Section 9.22. *Electronic Execution of Assignments.*** The words “execution”, “signed”, “signature” and words of like import in any Assignment Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

**Section 9.23. *Non-Public Information.*** (a) In the event the Borrower shall have any Equity Interests or other securities registered under Section 12 of the Exchange Act or otherwise files or is required to file reports under Section 15(d) of the Exchange Act, the Borrower and each Lender acknowledges that certain of the Lenders may be Public Lenders and, if any document, notice or other information required to be delivered hereunder is being distributed through the Platform, any information that the Borrower has indicated contains Non-Public Information will not be posted on that portion of the Platform designated for such Public Lenders. If the Borrower has not indicated whether a document, notice or other information provided to the Administrative Agent by or on behalf of the Borrower or any Subsidiary contains Non-Public Information, the Administrative Agent reserves the right to post such information solely on the portion of the Platform designated for Lenders that wish to receive material Non-Public Information with respect to the Borrower, the Subsidiaries and its and their securities. Notwithstanding the foregoing, nothing in this Section 9.23 shall create any obligation on the Borrower to indicate whether any information contains Non-Public Information, it being further agreed that if any such indication is provided by the Borrower in its discretion, such indication shall create no obligation on the Borrower to provide any such indication in the future.

(b) Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the “**Private Side Information**” or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender’s compliance procedures and applicable law, including United State federal and state securities laws, to make reference to information that is not made available through the “**Public Side Information**” portion of the Platform and that may contain Non Public Information with respect to the Borrower, the Subsidiaries or its or their securities.

**Section 9.24. *No Fiduciary Duty.*** The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the “**Lenders**”) may have economic interests that conflict with those of the Borrower. The Borrower acknowledges and agrees that nothing in the Credit Documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other

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implied duty between the Lenders and the Borrower, its Affiliates or its stockholders. The Borrower further acknowledges and agrees that (a) the transactions contemplated by the Credit Documents (including the exercise of rights and remedies thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Credit Parties, on the other, (b) in connection therewith and with the process leading thereto, (i) no Lender has assumed an advisory or fiduciary responsibility in favor of any Credit Party, its Affiliates or its stockholders with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise any Credit Party, its Affiliates or its stockholders on other matters) or any other obligation to any Credit Party except the obligations expressly set forth in the Credit Documents and (ii) each Lender is acting solely as a principal and not as the agent or fiduciary of any Credit Party, its Affiliates, its management, stockholders, creditors or any other Person. The Borrower acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Credit Parties, in connection with such transaction or the process leading thereto.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**FACEBOOK, INC.**

By: /s/ David Ebersman

Name: David Ebersman

Title: Chief Financial Officer

*[Signature Page to Revolving Credit Agreement]*

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JPMORGAN CHASE BANK, N.A., as  
Administrative Agent and a Lender,

By: /s/ Tina Ruyter

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Name: Tina Ruyter

Title: Executive Director

*[Signature Page to Revolving Credit Agreement]*



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Name of Institution: Morgan Stanley Senior Funding,  
Inc.

By: /s/ Subhalakshmi Ghosh-Kohli

Name: Subhalakshmi Ghosh-Kohli

Title: Authorized Signatory

For any Lender requiring a second signature block:

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Revolving Credit Agreement]*

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Name of Institution: Morgan Stanley Bank, N.A.

By: /s/ Subhalakshmi Ghosh-Kohli

Name: Subhalakshmi Ghosh-Kohli

Title: Authorized Signatory

For any Lender requiring a second signature block:

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Revolving Credit Agreement]*