

## STOREFRONT PARTICIPATION AGREEMENT

This STOREFRONT PARTICIPATION AGREEMENT (this "Agreement") is made, entered into and effective for all purposes, as of September 27, 2013 (the "Effective Date"), by and between the International Age Rating Coalition, Inc., a Delaware not-for-profit corporation ("IARC"), and Mozilla Corporation, a California corporation that is a wholly owned subsidiary of the non-profit Mozilla Foundation ("Company") (IARC and Company are each a "Party" and collectively, the "Parties" to this Agreement).

WHEREAS, IARC administers the International Age Rating Coalition rating system (the "IARC Rating System" (as further defined below)); and

WHEREAS, Company is an open source project that has spearheaded an open source marketplace of apps and games in HTML5 that can be accessed online across multiple platforms. Company desires to implement the IARC Rating System in and through its proprietary storefront (the "Company Storefront" (as further defined below) and display therein ratings assigned to apps and games by the IARC Rating System; and

WHEREAS, IARC is willing to authorize and license Company to implement the IARC Rating System in the Company Storefront subject to the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the respective promises contained herein, and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS. In addition to other terms defined elsewhere in the Agreement, the following terms are defined for purposes of this Agreement:

1. Collected Data. The term "Collected Data" is defined on Exhibit F attached hereto.
2. Company Storefront. The term "Company Storefront" means Company's electronic online and/or mobile storefront(s) for the sale or license and digital distribution of downloadable apps and/or games in and for which Company will implement the IARC Rating System. The rights and responsibilities under this Agreement shall only apply to the Company Storefront(s) listed on Exhibit A attached hereto.
3. Confidential Information. The term "Confidential Information" means information which has been or which may be disclosed, either orally or in writing, by one Party ("Disclosing Party") to the other Party ("Receiving Party") in confidence and includes, (i) the terms of this Agreement; (ii) information and documents concerning pricing, finances, non-public pending or threatened litigation, or past, current, or prospective licenses, contractual relations or arrangements (including, without limitation, the identities of the parties to such relations or arrangements); and (iii) information and documents identified or marked as confidential, sensitive, non-public or of a similar nature, which may include, without limitation, information and documents concerning business and marketing plans, processes, methodology, business and technical data, collection, tabulation, and analysis of data, computer programming code, programs, software, databases, methods, algorithms, processes, formulae, research and development. Notwithstanding the foregoing, Confidential Information does not include any information which (i) is or was in the public domain at the time communicated to the Receiving Party, or which becomes public through no fault of the Receiving Party; (ii) is or was obtained by the Receiving Party, with permission to disclose, from a third party not subject to a contractual, fiduciary or other duty not to disclose; (iii) has been independently developed by the Receiving Party, as shown by Receiving Party documentation; or (iv) was lawfully in the Receiving Party's possession free of any duty to the Disclosing Party before the date of disclosure to the Receiving Party by the Disclosing Party.
4. Documentation. The term "Documentation" shall mean any and all pricing, technical, or instructional manuals or guides, in any Media, which may be supplied to Company by IARC or any Rating Authority (as further defined below) in relation to the IARC Rating System.
5. IARC Marks. The term "IARC Marks" means the trademarks, certification marks, and/or service marks, either owned by IARC or licensed by the Rating Authorities to IARC for use in connection with the IARC Rating System, including, but not limited to, rating icons, descriptors, and other rating indicia assigned to games and apps rated by the IARC Rating System.



6. IARC Materials. The term "IARC Materials" means, in any Media (as such term is defined below), the materials describing the IARC Rating System (marketing or otherwise) together with available Documentation provided by IARC or any Rating Authority to Company.

7. IARC Rating System. The term "IARC Rating System" means the automated system which assigns the ratings of the Rating Authorities to submitted apps and games. For purposes of this Agreement, the "IARC Rating System" includes (i) materials developed from the combined contributions of the Rating Authorities and owned by IARC, including the IARC questionnaire, IARC help files and instructional videos, the IARC rating assignment webpage, the aggregated logic matrix used to assign the ratings of the Rating Authorities, and all translations of the foregoing; and (ii) a rating system developed and solely owned by the Entertainment Software Association and licensed to IARC, which includes all databases, administrative portals, web services, application programming interfaces (APIs), security protocols, storefront interfaces and messaging systems, and all software, processes, and methods underlying the same, used to implement and/or use the foregoing materials owned by IARC to assign the ratings of the Rating Authorities to submitted apps and games.

8. Licensed Materials. The term "Licensed Materials" refers collectively to the IARC Rating System, the IARC Marks, and the IARC Materials.

9. Media. The term "Media" means any printed, hard copy, digital, or electronic materials, including, without limitation, any material that is encoded electronically with binary data.

10. Publisher(s). The term "Publisher(s)" means any publisher(s) or developer(s) that have or may submit a game or app to the IARC Rating System for rating.

11. Rating Authorities. The term "Rating Authorities" means the particular nonprofit organizations and government-backed entities participating in IARC that own or administer a rating system in one or more regions, and which are set forth on Exhibit B, which may be amended in writing from time to time by IARC to reflect the addition or removal of Rating Authorities from participation in IARC.

12. Territory. The term "Territory" means those regions for which Company has licensed the corresponding Rating Authorities as set forth on Exhibit B. Exhibit B may be amended from time to time by IARC in its sole discretion to reflect addition or removal of Rating Authorities from participation in IARC.

## II. LICENSE & OWNERSHIP.

### 1. Trademarks.

(a) License Grant to Company. Subject to the terms and conditions of this Agreement, IARC hereby grants to Company during the term of this Agreement, and Company hereby accepts from IARC, a limited, non-exclusive, non-transferable, non-sublicensable license (except that a sublicense is permitted for subsidiaries and affiliates under common ownership with Company solely in connection with the Company Storefront, including for example, Mozilla China) to display IARC Marks on and with the Company Storefront in the designated Territory to convey accurate and up-to-date information about the content of games and apps submitted to the IARC Rating System and to identify IARC and/or the Rating Authorities (as applicable) as the source from which those ratings originate, as permitted by this Agreement. As a part of the foregoing grant, Company shall be permitted to publicly identify itself as a licensee of the IARC Rating System in the Territory, provided that before making such use of the IARC marks Company must provide a sample of the proposed use to IARC, and obtain IARC's prior written approval of the proposed use, which approval shall not be unreasonably withheld or delayed. .

(b) Restrictions. Company shall not at any time during the term of this Agreement or thereafter: (a) register or attempt to obtain any right in or to the IARC Marks; (b) adopt, use, register or attempt to register any trademarks, logos, trade names, trade dress, configurations, slogans, service marks or other designs, symbols, designations, or marks that are likely to cause confusion with respect to the IARC Marks; (c) adopt, use, register, or attempt to register any uniform resource locator (URL) or Internet domain name containing the IARC Marks; (d) adopt or use the IARC Marks as part of Company's own name or the name of any of its subsidiaries or services; or (e) take any other action the effect of which would dilute or adversely affect the effectiveness of the IARC Marks. Company further agrees not to challenge or assist others to

challenge the validity of any IARC Marks (or registrations thereof) during the term of this Agreement or thereafter. Unless otherwise indicated in writing by IARC, Company may only use the IARC Marks of each Rating Authority in the respective regions of such Rating Authority and may only use the Generic ratings in regions not represented by a Rating Authority, in accordance with Exhibit A. All goodwill resulting from the use of the IARC Marks shall inure solely to the benefit of IARC or the applicable Rating Authorities. Accordingly, except for the limited right herein, all other rights in and to the IARC Marks are reserved to IARC and the applicable Rating Authorities. Exceeding the scope of the license herein shall be a material breach of this Agreement and subject to the termination provisions set forth herein.

(c) Quality Control. IARC shall have the right to exercise quality control over the Company's use (or proposed use) of the IARC Marks, and Company acknowledges and agrees that any and all use of IARC Marks shall be in accordance with the then-current display guidelines provided by IARC (attached for reference as Exhibit C), including any IARC requirements for proprietary notices. For this purpose and when requested by IARC, Company agrees to submit to IARC a sample of any use or proposed use of the IARC Marks for IARC's approval (which must be evidenced in a writing), which is not to be unreasonably withheld or delayed. Following notice from IARC, Company agrees to correct within 15 days any and all deficiencies identified by IARC with Company's use or display of the IARC Marks.

(d) Updates. From time to time during the term of this Agreement, IARC will make updates to the IARC Rating System, including, without limitation, changes to the IARC Marks, the software on which the IARC Rating System operates, and the methods through which the IARC Rating System interacts with and provides data to participating storefronts, and Company agrees to implement such updates in the Company Storefront in a timely manner.

(e) Publishers. Licensing of the IARC Marks to Publishers in connection with games and apps rated by the IARC Rating System shall be on terms separately provided to Publishers by IARC.

(f) License Grant from Company. Company hereby grants to IARC a worldwide, royalty-free, non-sublicensable and non-transferable license to use Company's trademarks and logos, including that of Mozilla, Firefox, Firefox Marketplace, and Firefox OS (collectively "Company Marks"), solely for promotional activity that is mutually agreed upon in writing by the Parties in connection with this Agreement. IARC will use Company Marks in accordance with the then-current Mozilla trademark guidelines and policies located at [www.mozilla.org/foundation/trademarks](http://www.mozilla.org/foundation/trademarks) and <http://www.mozilla.com/en-US/about/logo/>. Before using Company's Marks, IARC will provide a sample of the proposed use to Company, and obtain Company's prior written approval of the proposed use (email is acceptable), which approval shall not be unreasonably withheld or delayed. IARC will not use Company Marks in a manner that could diminish or otherwise damage the goodwill of Company; and will take reasonable steps to notify Company of any suspected Trademark infringement.

## 2. IARC RATING SYSTEM.

(a) License Grant. Subject to the terms and conditions of this Agreement, IARC hereby grants to Company during the term of this Agreement, and Company accepts from IARC, a limited, non-exclusive, non-transferable, non-sublicensable license (except that a sublicense is permitted for subsidiaries and affiliates under common ownership with Company solely in connection with the Company Storefront, including for example, Mozilla China) to hyperlink to the IARC Rating System from the on-boarding process through which Publishers submit games and apps to the Company Storefront, for the purpose of requiring Publishers to submit their games and apps to the IARC Rating System for rating before they can be accepted for sale or download on the Company Storefront. As a condition for this grant, Company shall abide by any reasonable security restrictions or other obligations provided by IARC concerning such hyperlink(s) (e.g., a requirement that any traffic from such hyperlink automatically communicate to the IARC Rating System a password identifying Company as the origin of such traffic).

(b) Restrictions. Except as expressly permitted under this Agreement or in writing by IARC, Company may not (i) copy, store, transmit, distribute, display, rent, lease, sell, modify, alter, license, or commercially exploit the IARC Rating System or any part thereof; (ii) reverse engineer, decompile, disassemble, translate or create any derivative versions of the IARC Rating System or any part thereof; (iii) erase or remove any proprietary or intellectual property notice contained in or on the IARC Rating System, or

any part thereof, or any information displayed, transmitted or printed from the output of the IARC Rating System; or (iv) use or permit use of the IARC Rating System for or by any person or entity other than Publishers and Company. Exceeding the scope of the license herein shall be a material breach of this Agreement and subject to the termination provisions set forth herein.

3. IARC Materials.

(a) License Grant. Subject to the terms and conditions of this Agreement, IARC hereby grants to Company during the term of this Agreement, and Company accepts from IARC, a non-exclusive and non-transferable license to use and distribute the IARC Materials only to the extent necessary to promote and educate Publishers about the IARC Rating System. As a condition for this grant, Company shall abide by any usage restrictions indicated by IARC for the IARC Materials, including any "Confidential" restrictions therefor. The foregoing grant shall also include the right to distribute IARC Materials to Publishers (as specified by IARC).

(b) Restrictions. This Agreement shall apply to any and all copies and versions of the IARC Materials. Except as expressly permitted by this Agreement or in writing by IARC, Company may not (i) copy, store, transmit, distribute, display, rent, lease, sell, modify, alter, license, or commercially exploit the IARC Materials or any part thereof; (ii) translate or create any derivative work of the IARC Materials or any part thereof; (iii) erase or remove any proprietary or intellectual property notice contained in or on the IARC Materials, or any part thereof, or any information displayed, transmitted or printed from the IARC Materials; or (iv) use or permit use of the IARC Materials for or by any person or entity other than Publishers' or Company's employees and independent contractors. Exceeding the scope of the license herein shall be a material breach of this Agreement and subject to the termination provisions set forth herein.

(c) Modification of IARC Materials. There is no right for Company to modify or create derivative versions of the IARC Materials. To the extent Company requests customized versions of IARC Materials, all such requests shall be directed to IARC in writing and subject to IARC's prior approval and any other fee requirements provided by IARC and mutually agreed upon by Company.

III. IARC OBLIGATIONS. In addition to any other obligations set forth in this Agreement, IARC agrees that during the term of this Agreement, IARC shall maintain and update the IARC Rating System and any other software and hardware utilized by the same as required to perform IARC's service obligations under this Agreement in accordance with the service levels set forth on Exhibit D attached hereto.

IV. MUTUAL PARTY OBLIGATIONS. In addition to any other obligations set forth in this Agreement, each Party agrees to fulfill the following specific obligations and/or acknowledge the following responsibilities:

1. Cooperation. The parties acknowledge and agree that the IARC Rating System will not function properly without reasonable cooperation between IARC and Company therefore each agrees to perform such reasonable tasks as necessary to ensure the proper functioning of the IARC Rating System, including, but not limited to, Company's full implementation of the IARC Rating System in the Company Storefront according to parameters and technical specifications set by IARC.

2. Implementation. Full implementation of the IARC Rating System in the Company Storefront includes, but is not limited to, (a) requiring Publishers to submit their games and apps to the IARC Rating System during the on-boarding process through which Publishers submit games and apps to the Company Storefront, (b) requesting that Publishers submit to the IARC Rating System for rating games and apps which were submitted to Company before the IARC Rating System was implemented in the Company Storefront, and at Company's discretion, submitting popular games and apps for rating by the IARC Rating System on the Publisher's behalf, (c) ensuring that complete rating information for games and apps rated by the IARC Rating System is properly displayed in the Company Storefront in a form approved in writing by IARC, (d) automatic correction of rating information in the Company Storefront upon receipt of rating updates from the IARC Rating System, (e) periodically providing IARC with material consumer feedback and complaints received by Company concerning the accuracy of ratings generated by the IARC Rating System (to the extent that Company is legally permitted to share the foregoing), (f) automatically communicating to the IARC Rating System when a game or app rated by the IARC Rating System is made available for sale in a Company Storefront, (g)

communicating to IARC requested form parameter entries (e.g., Publisher name, Publisher email address, game or app name) for games and apps submitted to the Company Storefront, (h) taking reasonable steps to implement parental controls on the Company Storefront when it becomes reasonable and practicable for Company to do so (in Company's discretion based on factors, including without limitation, the scope and complexity of the Company Storefront) and mapping ratings assigned by the IARC Rating System to such parental controls, and (i) providing to IARC for testing purposes free access to all games and apps that have been rated by the IARC Rating System and are available via the Company Storefront. If rating information in the Company Storefront is not corrected automatically upon the availability or receipt by Company of current ratings data from the IARC Rating System, then Company shall retrieve current ratings data from the IARC Rating System and update and correct ratings displayed in the Company Storefront accordingly at a minimum of once every twenty-four (24) hours.

3. Reporting & Enforcement. Upon request, each Party shall provide the other with periodic information as to its use of the IARC Materials, use of the IARC Rating System by Publishers submitting to the Company Storefront, ratings issued to Publishers submitting to the Company Storefront through their use of the IARC Rating System, ratings appeals, analytics that would be useful to both parties (such as average time spent on questionnaires), feedback and complaints from consumers and Publishers concerning the IARC Rating System or the ratings it generates, and any problems, including, the nature and frequency of problems, encountered with respect to utilization of the IARC Rating System and any resolutions determined (if any) for such problems. With respect to any problems, each Party shall communicate promptly to the other Party any and all suggested modifications, changes, or enhancements of the Licensed Material, regardless of source.

4. Compliance with Applicable Laws. Each Party will comply with all applicable laws, rules, and regulations in its performance under this Agreement and is solely responsible for obtaining any desired legal counsel and/or interpretations with respect to compliance with such applicable laws, rules, and regulations and for taking any required action in order to comply with such laws, rules, and regulations in connection with its performance under this Agreement.

5. Allowance of Monitoring. Company acknowledges that IARC reserves the right, at any time and without notice, to monitor compliance with the terms of this Agreement and to otherwise protect the rights of IARC and its licensors, as applicable, in Licensed Material. In particular, IARC reserves the right, with reasonable notice, to audit or have audited no more than once during each Term year the number of games and apps in the Company Storefront, and Company's use of the IARC Marks or the IARC Materials. Such audit shall be at IARC's expense unless noncompliance by Company or inaccurate reporting by a margin of more than 5% in Company's favor is found by the auditor and attributable to Company, in which case, Company shall reimburse IARC for the reasonable costs of the audit and IARC shall otherwise be entitled to any other remedy at law or equity under this Agreement.

6. Authorized Personnel. Each Party shall be responsible for monitoring the use of the IARC Materials and Confidential Information by its employees and independent contractors (collectively "Authorized Personnel") to both protect the interests of the other Party and its licensors, as applicable, in and to the Licensed Material, Company Marks, Collected Data and Confidential Information and to otherwise ensure compliance with the terms of this Agreement. If either Party learns that any Authorized Personnel has breached or otherwise violated the terms of this Agreement, then it agrees to notify the other Party immediately and take all reasonable steps that may be available to enforce this Agreement and to protect the rights of the other Party and its licensors under this Agreement.

7. Translation. If Company demonstrates that a reasonably significant percentage of its Publishers are not native readers of at least one of the languages in which the IARC questionnaire and legal notices are made available, upon request by Company and subject to IARC's discretion, IARC agrees to provide translations of its content questionnaire and legal notices into additional languages.

## V. PROMOTION.

1. Restrictions. Company will not engage in any deceptive, misleading, or unethical practices and will make no false, misleading, or disparaging statements about IARC or any of its licensors (including, without limitation, the managers, officers, directors, and employees of each) or the IARC Rating System, or the IARC

Materials. Moreover, Company shall not make any representations, warranties or guarantees, whether express or implied, to Publishers with respect to the specifications, features, or results of the IARC Rating System other than those stated, provided, or agreed to by IARC with respect thereto.

2. Public Statements. Neither Party shall issue any press release or make any other public statement (media interviews excluded) regarding the subject matter hereof unless the other Party has previously reviewed and approved such press release or statement in writing (such approval not to be unreasonably withheld) or such disclosure is required by applicable law.

## VI. PROPRIETARY RIGHTS.

1. Ownership. Except for the licensed rights expressly granted in this Agreement, Company acknowledges and agrees that (a) Company does not acquire any right, title, or interest in or to the Licensed Materials; and (b) IARC and/or its licensors, as applicable, shall at all times retain all rights on a world-wide basis, including, without limitation, all proprietary and intellectual property rights, in and to the Licensed Materials. The foregoing provisions shall apply to the Licensed Materials, and to all subsequent copies, changes to, and enhancements and modifications to the same, regardless of the source of such changes, enhancements and modifications, or the form or Media in or on which the original and other copies may subsequently exist. This Agreement is not a sale of any of the Licensed Materials nor is it a transfer or assignment of any intellectual or proprietary rights in the Licensed Materials. IARC and its licensors, as applicable, reserve all rights not expressly granted herein and expressly reserve all rights, title, and interest in and to their other intellectual property, information, materials, and assets. Moreover, nothing herein shall impair the rights of IARC or its licensors, as applicable, to use, market, distribute, or license the Licensed Materials or any other product or service outside of the grant(s) provided to Company herein. Upon request and at the expense of IARC, Company agrees to complete reasonable tasks which may be necessary or appropriate to perfect, prosecute, or maintain such rights of IARC and/or its licensors, as applicable, in and to the Licensed Materials (e.g., the execution of documents describing licenses provided hereunder). Company shall not make any changes, enhancements and modifications to Licensed Materials without prior discussion and written approval of IARC, which shall set forth any applicable ownership, assignment, prosecution and licensing terms. If Company does not notify IARC in writing before making any such changes, enhancements and modifications to Licensed Materials then the same shall be considered "work made for hire," and all rights therein, including the copyright thereto, shall be the sole and exclusive property of IARC (or its licensors, as applicable) and Company hereby assigns and agrees to assign to IARC (or its licensors, as applicable) any rights Company may have or acquire to any changes, enhancements or modifications of any of the Licensed Materials and to enter into and/or execute any recordation or further documents necessary to record or perfect ownership of the same by IARC (or any of its licensors, as applicable) whether or not required by applicable laws, rules, and regulations. Company shall not at any time do any act, which would impair the proprietary or intellectual property rights of IARC (or its licensors, as applicable) in and to the Licensed Materials, including, without limitation, the introduction or combination of the Licensed Material with any open source software or any other software such that the combination places an obligation of accessibility and/or distribution on IARC or its licensors with respect to the Licensed Material or any derivatives thereof.

2. Prosecution. The Licensed Materials are the property of IARC or its licensors (as applicable) and they alone shall have the exclusive right on a world-wide basis to prosecute, register, and/or apply for registration of any intellectual property rights related to the Licensed Materials.

3. Ownership of Data. Except as prohibited by law, all data generated by Company and Publishers use of or interaction with the IARC Rating System and/or the IARC Rating System shall be the sole property of IARC, and with respect to such data IARC agrees to the terms of the Data Protection Addendum which is attached hereto as Exhibit F. Notwithstanding the foregoing, IARC may use anonymous and aggregated data related to Company's and Publishers' use of the Licensed Materials for research and analytical purposes to improve the Licensed Materials and IARC's services.

## VII. CONFIDENTIALITY.

1. Confidentiality and Non-Disclosure. Each Party agrees to preserve the confidentiality of all Confidential Information of the other Party that is obtained in performance or connection with this Agreement,

and shall not, without the prior written consent of the other Party, disclose or make available to any person (except for professional advisors and those permitted to use the Confidential Information under this Agreement), or use for its own benefit or that of another person or entity other than as contemplated by this Agreement, any Confidential Information of the other Party. Each Party shall exercise the level of care it would exercise to safeguard its own Confidential Information as concerns the Confidential Information received from the other Party, provided that such efforts shall at least be reasonable. These restrictions do not apply to Confidential Information that the Receiving Party (i) is required by law or regulation to disclose, but only to the extent and for the purposes of such law or regulation; (ii) discloses in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order, and only if the Receiving Party first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order or moves to quash or limit such order; or (iii) discloses with written permission of the Disclosing Party, in compliance with any terms or conditions set by the Disclosing Party regarding such disclosure. In the interest of clarity, the obligations and responsibilities of each Party with respect to the Confidential Information of the other Party shall apply equally to information of the other Party's licensors which is disclosed to the Party.

2. Return. Upon termination or expiration of this Agreement, the Receiving Party shall return to the Disclosing Party or destroy, at the request of the Disclosing Party, all Confidential Information of the Disclosing Party and certify in writing to the Disclosing Party, within 15 days following termination or expiration, that all such Confidential Information has been returned or destroyed. The obligations of confidentiality shall survive any termination or expiration of this Agreement for ten (10) years.

#### VIII. CONSIDERATION.

1. Fee. Company agrees to pay IARC the fee, as set forth on the fee schedule (attached as Exhibit E) (the "Fee"). The Fees are to be computed and payable on a per Company Storefront basis for the licenses and rights granted, the IARC Materials made available, and the services provided by IARC under this Agreement. In the interest of clarity, Company hereby acknowledges and agrees that "on a per Company Storefront basis" means that Company shall pay one Fee for each of the Company Storefronts listed on Exhibit A attached hereto. Company hereby agrees further that all Fees and any other amounts paid (or to be paid) to IARC are non-refundable. In addition, Company further acknowledges and agrees that IARC has the right to amend Exhibit E as applicable to the third Renewal Term and any subsequent Renewal Term(s) upon written notice at least sixty (60) days prior to the beginning of the earliest Renewal Term to which such amended Exhibit E will apply.

2. Expenses. Company will perform its responsibilities under this Agreement at no additional cost to IARC or Publishers. Except as expressly stated otherwise herein, each Party shall bear its own costs and expenses in connection with its performance of this Agreement.

3. Taxes. Each party will be responsible for their own income, property, or other applicable taxes.

4. Certain Payment Terms. All undisputed past-due payments to IARC will accrue interest at a rate of 1.5% per month or the highest rate permissible by law, whichever is less, on the unpaid balance from the due date until paid in full. Company shall reimburse IARC for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts. Unless otherwise specified herein, all obligations with respect to the amounts due to IARC shall survive any expiration or termination of this Agreement.

5. Antitrust Compliance. Each party shall comply and require that its employees and representatives comply with the applicable antitrust and competition laws of all jurisdictions of the Territory.

#### IX. REPRESENTATIONS, LIMITED WARRANTIES AND DISCLAIMER.

1. Company Warranty. Company represents and warrants to IARC that (i) Company shall be solely responsible for its use of the Licensed Materials in accordance with this Agreement, (ii) Company has the full authority and right to enter into this Agreement; (iii) the undersigned representative of Company is authorized to execute this Agreement on behalf of Company, and (iv) Company agrees to take all reasonable steps to protect the Licensed Materials from unauthorized use or illegal reproduction.

2. IARC Warranty. IARC represents and warrants to Company that as of the Effective Date (i) IARC, either on its own behalf or pursuant to understandings or agreements with its licensors, has the full



authority and right to enter into this Agreement and to grant the licenses granted hereunder, (ii) the undersigned representative of IARC is authorized to execute this Agreement on behalf of IARC, (iii) IARC and its licensors agree to take reasonable steps to protect and keep Collected Data secure from unauthorized use or disclosure and in compliance with applicable data privacy laws as further described in Exhibit F, and (iv) the services provided hereunder will be performed with reasonable care and skill by those with requisite knowledge and experience on ratings systems and tools, ratings authorities, local cultural norms and ratings standards.

3. Disclaimer. EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE LICENSED MATERIALS, AND ANY OTHER INTELLECTUAL PROPERTY OR INFORMATION OF IARC AND/OR ITS LICENSORS ARE PROVIDED "AS IS," AND "AS AVAILABLE" AND IARC AND ITS LICENSORS OTHERWISE DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IARC AND ITS LICENSORS ALSO DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE IARC RATING SYSTEM IN TERMS OF COMPLIANCE WITH THE RULES, LAWS, OR REGULATIONS WHICH MAY BE APPLICABLE IN ANY JURISDICTION OF THE TERRITORY, OR IN TERMS OF ACCURACY, RELIABILITY, CURRENTNESS, COMPLETENESS, FUNCTIONALITY, INTENDED PURPOSE, OR OTHERWISE.

#### X. LIMITATION OF LIABILITY AND DAMAGES.

1. Limitation of Liability. EXCEPT FOR CLAIMS OR DAMAGES TO BE COVERED BY THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED UPON CONTRACT, TORT, OR OTHERWISE. MOREOVER, IN NO EVENT SHALL IARC OR ANY OF ITS LICENSORS BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR FINANCIAL LOSS DUE TO (i) THE FAILURE, QUALITY, PERFORMANCE OR USE OF THE IARC RATING SYSTEM, OR THE IARC MATERIALS; (ii) ANY DAMAGE TO, OR DEGRADATION OR LOSS OF, ANY DATA OF COMPANY OR ANY PUBLISHER; OR (iii) ANY MATTER BEYOND THE REASONABLE CONTROL OF IARC. MOREOVER, THE RATING AUTHORITIES, AND ESA SHALL NOT ACCEPT ANY CONTRACTUAL RESPONSIBILITY OR LIABILITY TO COMPANY, PUBLISHERS, OR ANY THIRD-PARTY BUSINESS PARTNERS OF EITHER

2. Maximum Liability. EXCEPT FOR CLAIMS OR DAMAGES TO BE COVERED BY THE INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN NO EVENT SHALL THE LIABILITY OF EITHER PARTY EXCEED THE FEES PAID BY COMPANY UNDER THIS AGREEMENT DURING THE PRIOR SIX MONTHS, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION.

3. Bargained-For Limitation. THE PARTIES AGREE THAT THE LIMITATIONS CONTAINED HEREIN ARE A BARGAINED-FOR EXCHANGE AND A MATERIAL CONDITION AND PREMISE OF THIS AGREEMENT.

#### XI. INDEMNIFICATION.

1. Mutual. Each Party shall indemnify, hold harmless, and defend the other Party, its subsidiaries, and their respective directors, officers, employees, agents and representatives, from and against any and all actions, disputes, proceedings, claims, damages, expenses, liabilities, losses and costs, including reasonable fees of attorneys and other professionals, arising out of or relating to third-party claims resulting from (i) infringement, misappropriation, or violation of proprietary or intellectual property rights of the indemnified party or its licensors, as further described below in Section XI.2, (ii) breach of confidentiality; or (iii) acts or omissions which result in an unauthorized access to Collected Data.

2. IP Indemnification. Company shall indemnify, hold harmless, and defend IARC, its subsidiaries and their respective directors, officers, employees, agents, and representatives, from and against any and all actions, disputes, proceedings, claims, damages, expenses, liabilities, losses, and costs, including



reasonable fees of attorneys and other professionals, arising out of or relating to IARC's use of the Company Marks in accordance with this Agreement. IARC shall indemnify Company, its subsidiaries and their respective directors, officers, employees, agents, and representatives, from and against any and all third party actions, disputes, proceedings, claims, damages, expenses, liabilities, losses, and costs, including reasonable fees of attorneys and other professionals, arising out of or relating to Company's use of the Licensed Material in accordance with this Agreement.

3. General Indemnification Terms. With respect to any action that is otherwise subject to indemnification by a Party, such indemnifying Party will defend at its expense any such applicable action that is brought against the other indemnified Party and will pay any costs, fees and damages finally awarded against such indemnified Party in such action or to be paid in settlement of such claim; provided that, neither Party shall be required to pay any settlement that it has not approved. As a condition to receiving any such indemnification, the indemnified Party shall promptly notify the other Party in writing of such claim. Moreover, the indemnified Party shall have the right, at its own expense, to participate in the defense of any such claim through counsel of its own choosing, and shall in any event cooperate reasonably with the indemnifying Party in defense of such claim.

## XII. TERM AND TERMINATION.

1. Term. Unless terminated earlier as provided for herein, this Agreement will be in effect, commencing on the Effective Date, for an initial period of 12 calendar months beginning on the Effective Date (the "Initial Term"). Thereafter, this Agreement shall renew automatically for subsequent 12-month periods (each, a "Renewal Term") unless either Party provides the other Party with at least thirty (30) days prior written notice prior to the expiration of the Initial Term or the then-current Renewal Term of its intent to not renew this Agreement.

2. Termination. This Agreement may also be terminated earlier by written notice from one Party to the other Party in the following circumstances:

(a) Breach. Either Party may terminate if the other Party materially breaches or fails to observe or perform any material term or condition of this Agreement (including failure to pay license fees) and does not cure such breach or failure within thirty (30) days after written demand.

(b) Bankruptcy; Insolvency. If permitted by law, either Party may terminate immediately, by providing the other written notice to that effect, if the other Party makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other Party and is not dismissed within forty-five (45) days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of the other Party.

(c) Loss of Licensing. Following termination of any license between IARC and a licensor controlling rights in the Licensed Materials requisite for IARC to grant to Company the licenses granted hereunder and provide to Company the services described herein (a "Necessary License") either Party may terminate the rights and obligations of this Agreement solely with respect to the Licensed Materials that were affected by the termination of the Necessary License, provided, that in the event of such termination by either Party, the Agreement will continue in full force and effect with respect to all other Licensed Materials that were not affected by the termination of the Necessary License. Further, following termination of the Necessary License controlling the software which underlies the IARC Rating System or any Necessary License which Company reasonably claims is an absolute requirement for its use of the IARC Rating System, either Party may terminate this Agreement in its entirety. IARC shall provide Company with immediate notice of any termination of a Necessary License.

3. Effect of Termination.

(a) Fees. Upon termination of this Agreement, Company shall pay any undisputed fees owed to IARC within thirty (30) days of the termination date.

(b) License Termination. If the Agreement is terminated pursuant to Section XII(1) or a breach by Company under Section XII(2)(a), then Company shall cease all use of and interaction with the Licensed Materials and upon request return to IARC or destroy any of IARC's information and materials (and provide written confirmation of such return or destruction), including all IARC Materials and components of the IARC Rating System on any Media and all of Company's rights with respect to the Licensed Materials and all licenses and rights granted by IARC shall cease immediately upon termination of this Agreement. If the Agreement is terminated pursuant to Section XII(2) because of a breach by IARC or its licensors, bankruptcy or insolvency of IARC, or Service Level Deficiency, then Company shall have the continuing right to use and interact with the Licensed Materials until the earlier of the resolution of such terminating event or 45 days. Notwithstanding anything to the contrary contained herein, following termination of this Agreement or any Necessary License Company shall retain the right to display all ratings issued to games and apps rated by the IARC Rating System for the Company Storefront prior to such termination.

### XIII. MISCELLANEOUS.

#### 1. Assignment.

(a) Company. Neither Party may assign or otherwise transfer this Agreement or the licenses or rights granted hereunder or delegate any of its duties hereunder, in whole or in part, without the prior written consent of the other Party. Any attempt of assignment, transfer, or delegation in violation hereof shall be void, of no effect, and a material breach of this Agreement.

(b) Binding Effect. Pursuant to the foregoing requirements and prohibitions, each and all of the provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Moreover, the assignment of this Agreement by either Party shall not change or alter the Assigning Party's obligations under this Agreement if the assignee is otherwise operating in compliance with this Agreement.

2. Section Headings. The titles and headings of the sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or interpret the provisions of this Agreement.

3. Counterparts. This Agreement may be executed in counterparts (including electronic or facsimile counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

4. Relationship. The relationship between all Parties to this Agreement is and shall be that of independent contractors, and nothing in this Agreement shall be construed or used to create or imply any relationship of partners, joint venturers, or employer and employee between the Parties.

5. Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought. The terms of this Agreement may not be amended or changed by the terms of any purchase order, acknowledgment, invoice or similar document even though a Party may have signed or accepted such document. No failure or delay by either Party in exercising any right, power or remedy with respect to any of the provisions of this Agreement shall operate as a waiver thereof.

6. Severability. In the event any provision of this Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, void or unenforceable, the Parties agree that unless it materially affects the entire intent and purpose of the Agreement, the invalidity, voidness, or unenforceability shall affect neither the validity of this Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

7. Survival. The provisions in this Agreement concerning proprietary rights, confidentiality, indemnity, disclaimers of warranty and liability, termination, and governing law shall survive termination or expiration of this Agreement.

8. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be sent to the respective Parties at the addresses set forth below or to such other addresses as may be designated by each Party in writing from time to time in accordance with this Notices section. All notices and other communications shall be sent by registered or certified air mail, postage prepaid, or by express courier service, service fee prepaid, or by facsimile or e-mail (with confirmation of receipt by the machine and by a follow-up hard copy). All notices and other communications shall be deemed received (i) immediately upon delivery, if hand delivered, (ii) five (5) business days after posting, if delivered by mail, (iii) the next business day after delivery to express courier service, if delivered by express courier service, or (iv) the day of transmission, if delivered by facsimile or e-mail (provided a copy by first class mail is also sent after the facsimile or e-mail transmission for any notice of breach, termination, or non-renewal).

To IARC:

International Age Rating Coalition, Inc.  
420 Lexington Ave., Suite 2024  
New York, NY 10170  
Attn: Brian Pyne  
bpyne@esrb.org

To Company:

Mozilla Corporation  
2 Harrison Street, Suite 175  
San Francisco, CA 94105  
Attn: General Counsel  
[Legal-notices@mozilla.com](mailto:Legal-notices@mozilla.com) with a cc to: [udevi@mozilla.com](mailto:udevi@mozilla.com)

9. Enforcement. No exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

10. Law. The validity, construction and performance of this Agreement, and the legal relations between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the state of New York and the United States, excluding that body of law applicable to conflicts of law. Parties agree that no action or proceeding may be brought arising from this Agreement more than two (2) years after such claim first arose. Prior to either Party commencing any legal proceeding under this Agreement, however, the Parties agree to try in good faith to settle any disputes amicably between them. If a dispute has not been settled after thirty (30) days of good faith negotiations, then either Party may commence a legal proceeding against the other in a federal or state court in New York, New York (applying New York Law). Notwithstanding the foregoing, either Party may seek interim or immediate injunctive relief in court, including without limitation, injunctive relief for violations of the intellectual property rights or a breach of confidentiality obligations under this Agreement.

11. Further Assurances. Each Party hereto agrees from time-to-time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered to the other of them such instruments or further assurances as may, in the reasonable opinion of the other Party, be necessary or desirable to give effect to the provisions of this Agreement.

12. Entire Agreement. This Agreement shall be deemed drafted equally by the Parties hereto. This Agreement and any exhibits or attachments hereto represents the entire understanding of the Parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous statements, representations or agreements, whether oral or written, with respect to the subject matter of this Agreement, including, without

limitation, the letter of agreement between Company and the Entertainment Software Rating Board (ESRB) dated September 27, 2013.

WHEREFORE, the Parties hereto, by their duly authorized representatives, have executed this Agreement effective on the Effective Date intending to be legally bound.

INTERNATIONAL AGE RATING COALITION, INC.    MOZILLA CORPORATION  
("Company")

By: *Patricia Vance*  
Name: Patricia Vance  
Title: Chair person  
Date: 2/2/15

By: *Denelle Dixon-Thayer*  
Name: Denelle Dixon-Thayer  
Title: SVP & General Counsel  
Date: Jan 30, 2015

EXHIBIT A

STOREFRONT(S)

1. Firefox Marketplace

## EXHIBIT B

The Rating Authorities participating in IARC as of the Effective Date are listed below. During the Term, IARC will notify Company in writing by email to [legal-notice@mozilla.com](mailto:legal-notice@mozilla.com) with a cc to [udevi@mozilla.com](mailto:udevi@mozilla.com) to reflect addition or removal of Rating Authorities from participation in IARC. The Parties understand that for the Term of the Agreement, the Fee includes a license for Company to use all of the ratings issued by any Rating Authorities participating in IARC.

Rating Authorities	Region(s)	Licensed
Australian Classification Branch (ACB)	Australia	YES
Classificação Indicativa (CLASSIND)	Brazil	YES
Entertainment Software Rating Board (ESRB)	Antigua and Barbuda, Argentina, Bahamas, Barbados, Belize, Bolivia, Canada, Chile, Colombia, Costa Rica, Cuba, Dominica, Dominican Republic, Ecuador, El Salvador, Greenland, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago, United States of America, Uruguay, and Venezuela	YES
Pan European Game Information (PEGI)	Austria-Denmark, Belgium, Bulgaria, Cyprus, Czech Republic, Estonia, Finland, France, Greece, Hungary, Iceland, Ireland, Israel, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom	YES
Unterhaltungssoftware Selbstkontrolle (USK)	Germany	YES
Generic	Afghanistan, Albania, Algeria, Andorra, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Belarus, Benin, Bhutan, Bosnia and Herzegovina, Botswana, Brunei, Burkina Faso, Burundi, Cambodia, Cameroon, Cape Verde, Central African Republic, Chad, China, Comoros, Democratic Republic of the Congo, Republic of the Congo, Cote d'Ivoire, Croatia, Denmark, Djibouti, East Timor, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Federated States of Micronesia, Fiji, Gabon, The Gambia, Georgia, Ghana, Guinea, Guinea-Bissau, India, Indonesia, Iran, Iraq, Japan, Jordan, Kazakhstan, Kenya, Kiribati, Kosovo, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Liechtenstein, Macedonia, Madagascar, Malawi, Malaysia, Maldives, Mali, Marshall Islands, Mauritania, Mauritius, Moldova, Monaco, Mongolia, Montenegro, Morocco, Mozambique, Myanmar, Namibia, Nauru, Nepal, New Zealand, Niger, Nigeria, North Korea, Oman, Pakistan, Palau, Papua New Guinea, Philippines, Qatar, Russia, Rwanda, San Marino, Sao Tome and Principe, Saudi Arabia, Senegal, Serbia, Seychelles, Sierra Leone, Singapore, Solomon Islands, Somalia, Samoa, South Africa, South Korea, South Sudan, Sri Lanka, Sudan, Swaziland, Syria, Taiwan, Tajikistan, Tanzania, Thailand, Togo, Tonga, Tunisia, Turkey, Turkmenistan, Tuvalu, Uganda, Ukraine, United Arab Emirates, Uzbekistan, Vanuatu, Vatican City, Vietnam, Yemen, Zambia, and Zimbabwe	YES

EXHIBIT C

DISPLAY GUIDELINES



## EXHIBIT D

# **International Age Rating Coalition Service Level Agreement**

## **General Overview**

This Service Level Agreement ("SLA") is between International Age Rating Coalition ("IARC") and Mozilla Corporation ("Company") for the provisioning of Information Technology ("IT") services required to support and sustain the International Age Rating Coalition Rating System ("IARC Rating System").

This SLA outlines the parameters of all IT services covered as they are mutually understood by the primary stakeholders.

## **Service Description**

The IARC Rating System has been developed to provide game/app developers and publishers ("Publishers") a streamlined system to obtain age ratings that consumers recognize, understand and trust. By completing a single multiple-choice questionnaire, developers of digitally-delivered products immediately receive ratings from numerous regional rating authorities that reflect local cultural norms and ratings standards.

During the term of this Agreement, IARC shall maintain and update the Rating Tool and any other software utilized by the IARC Rating System as required to perform IARC's service obligations under this Agreement in accordance with the service levels set forth herein. IARC shall provide commercially reasonable customer support services for Company's implementation of the IARC Rating System, and provide any Documentation necessary for Company to execute such implementation, as determined by IARC. IARC reserves the right to determine the particular support services and Documentation to be provided, and scheduling for provision of the same to Company shall be on a mutually agreeable basis.

In connection with the foregoing, and to the extent any support services are not provided by email, webinar or teleconference but in-person at Company's facility (as designated and requested by Company), Company shall reimburse IARC for reasonable travel expenses (limited to travel, lodging, and meals) in accordance with the Mozilla Travel Reimbursement Policy for Vendors and Consultants attached hereto, when such travel is mutually agreed upon. Company shall reimburse IARC for any approved travel expenses within thirty (30) days of the date of IARC's invoice(s). Changes to the scope of the support services or related Documentation discussed herein will only be made upon mutual agreement as set forth in a mutually executed writing.

- Service Level Calculation
- Customer Support

## Contact Information

### Contacting IARC:

- For reporting outages, technical defects, or other urgent technical issues, Company will send email communications to [support@globalratings.com](mailto:support@globalratings.com) and direct phone communication to Dmitri Kalmar at 917-522-3242.
- For all other issues, including non-urgent technical inquiries, Company will send email communications to [contact@globalratings.com](mailto:contact@globalratings.com).

### Contacting Company:

- IARC will send all email communications to Wil Clouser <[wclouser@mozilla.com](mailto:wclouser@mozilla.com)>; David Bialer <[dbialer@mozilla.com](mailto:dbialer@mozilla.com)>; and Caitlin Galimidi <[cgalimidi@mozilla.com](mailto:cgalimidi@mozilla.com)>.
- Phone communications will be directed to Wil Clouser at 503-409-4249.

## Unplanned System Outages

Unplanned System Outages refer to periods when the IARC Rating System is unavailable as a result of the IARC Rating System failing to function because of an unplanned event ("Unplanned Outage"). The common reasons for unplanned outages are system failures (such as a crash) or communications failures (commonly known as network outage).

### *Response*

If the IARC Rating System experiences an unplanned outage, Company will be contacted by phone or email as soon as IARC becomes aware of the outage. IARC will make every effort to provide Company with the estimated duration of

### Major Updates

If IARC is scheduled to undergo a major update or release, Company will be provided notification by email with at least four (4) weeks' notice if any feature affects a Publisher's experience or Company's current interface with the IARC Rating System. This communication will contain the date and time of the release, expected duration of the outage, as well as a list of feature changes included in the major update.

### Service Level Credits

If service availability is less than 100% due to unplanned outages or downtime, IARC will issue a credit to Company according to the following schedule, with the credit being calculated on the basis of the applicable monthly service charge:

Service Level	Service Level Credit
98%-100%	0%
95%-97.9%	10%
90%-94.9%	20%
89.9% or below	2% credited for every 1% of lost availability up to the maximum total credit of 40%

Service level credits are nonrefundable and can be used toward billing charges during the 12 months following their issuance.

### Service Level Calculation:

The unit of measurement for service availability is hours and minutes. It will be calculated as follows:

$$\text{"IARC Rating System Availability"} = (\text{Basetime} - \text{Downtime}) \times 100 / \text{Basetime}$$

"Basetime" means the total hours in each calendar month less all hours when the IARC Rating System is unavailable to Company's Publishers due to Planned Maintenance during that calendar month.

"Downtime" means the total hours in each calendar month during which the IARC Rating System is unavailable to Company due to Unplanned Outage or downtime beyond the

## Mozilla Travel Reimbursement Policy for Vendors and Consultants

The following is a list of Mozilla's travel policies. Any travel that adheres to these policies is considered "In Policy" and therefore does not require special approval from your Mozilla contact as long as the trip is for a valid business purpose related to the Services.

**Egencia:** Mozilla has an Egencia account for making travel reservations. As a Mozilla vendor or consultant, you may be eligible to use Mozilla's account. Please contact Karen Esterly at [kesterly@mozilla.com](mailto:kesterly@mozilla.com) and cc your Mozilla contact to check whether you may use our account.

### FLIGHTS

**Overall Airfare Cost:** Domestic travel greater than \$750 requires approval prior to booking even if all other policies below are "In Policy."

International travel greater than \$1,500 requires approval prior to booking.

**Class of service:** Only Coach Airfare is acceptable for all flights (domestic and international). You may use airline mileage programs only after the lowest logical fare is obtained. You should not book an "out of policy" trip and thus pay a higher fare in order to qualify for a mileage upgrade. You may book Business Class or First Class, but Mozilla will only reimburse you for the coach fare for that trip. Exceptions can be granted for special circumstances such as a medical condition.

**Advance purchase:** Please book your travel at least 14 days in advance. Flights more than 365 days in the future are also "out of policy".

**Low fare:** We try to balance cost savings with convenience and allow flights that are within \$150 of the lowest otherwise logical fare as still being within policy. Any flights greater than \$150 of the lowest logical fare will require special approval.

**Reasonable flights:** We ask that you consider other departure times during your day of travel as well as longer trips and nearby departure

**Other:** Reimbursement will also be made for necessary and reasonable expenses for taxis, trains, car rentals, busses, parking, tolls and gratuities to attendants.

## **MEALS**

Mozilla will reimburse you for the cost of meals for yourself at reasonably priced restaurants while traveling at the request of Mozilla. We will also pay for guests if you are hosting a business meeting on Mozilla's behalf that has been pre-approved by your Mozilla contact. We will not reimburse you for meals for personal guests or during any extended stay beyond the time you are performing services for Mozilla. Mozilla will reimburse you for one room service meal for every two days of travel.

## **REIMBURSEMENT**

All travel and travel related expenses must be submitted with accompanying receipts and a description of the purpose of travel.

## EXHIBIT E

### FEE SCHEDULE

#### **Initial Term:**

For the Initial Term (9/27/2013–9/26/2014), Company has paid to IARC a Fee of \$50,000.

#### **First and Second Renewal Terms:**

For each of the first Renewal Term (9/27/2014–9/26/2015) and second Renewal Term (9/27/2015–9/26/2016), Company shall pay to IARC an annual flat fee of \$150,000, invoiced as set forth below. This Fee covers all IARC services, such as the IARC Rating System, Generic ratings, and ratings of all Rating Authorities that participate in IARC during the first or second Renewal Term.

#### **Third and Subsequent Renewal Terms:**

For the third Renewal Term (9/27/2016–9/26/2017) and subsequent Renewal Terms, Company shall pay to IARC, on a per Company Storefront basis, an annual Fee calculated based on the then-current IARC Fee schedule.

#### **Invoices:**

IARC shall invoice Company for the annual Fee for each Company Storefront in equal monthly installments on or about the first day of each month of each Renewal Term. Upon full execution of this Agreement IARC shall also invoice Company for the amount of the Fee owed to IARC for the period 9/27/2014 to 1/27/2015. Company shall pay each invoice within 30 days of its receipt. IARC will send invoices to [mozilla@bill.com](mailto:mozilla@bill.com) copying [accounting@mozilla.com](mailto:accounting@mozilla.com).

Exhibit F  
Data Protection Addendum

1. **IARC Affiliates.** IARC shall be responsible for ensuring that any third parties, including IARC's licensors, that help IARC perform services ("Services") under the Agreement (collectively, "IARC Affiliates"), comply with all applicable terms of the Agreement and this Addendum ("Addendum") and IARC shall be fully liable for all acts and omissions of IARC Affiliates with respect thereto.
2. **Collected Data.** IARC acknowledges that as result of this Agreement, IARC and IARC Affiliates may obtain information relating to or potentially relating to individuals, including without limitation users of Company products or services, such as Publishers (such information is collectively referred to as "Collected Data").

For clarity, Collected Data includes, but is not limited to, all information about users of Company's products or services or their devices that may be collected or stored on IARC or IARC Affiliate's servers or to which IARC or IARC Affiliates may have access, such as:

- Publisher names;
- Publisher email addresses;
- Publisher browser types;
- Publisher operating systems and versions;
- Publisher IP addresses; and
- Pages visited by each Publisher on IARC websites (submission, help pages, privacy policy, etc.) and the date and time of such visits.

IARC will disclose in its Privacy Policy all the ways in which it collects, uses and shares such data.

3. **Data Requirements.** IARC shall not and shall require IARC Affiliates not to collect, use or disclose to any party Collected Data except for the purposes of rating games and apps, reviewing and maintaining such ratings, maintaining a permanent database of such ratings, and making such ratings and related information searchable by the public, in accordance with applicable law. If IARC collects Collected Data through its provision of the Services that Company has not requested to receive (for example, log file data not requested by Company), IARC shall not provide such Collected Data to Company. IARC shall adhere to IARC's Data Retention Practices (as defined below).
4. **Data Retention Requirements** IARC and IARC Affiliates will implement



6. **Data Safeguards.** IARC shall establish and maintain administrative, technical and physical safeguards (including without limitation software safeguards) in accordance with reasonable standards and all Data Protection Requirements to ensure the security and confidentiality of Collected Data, and to protect and safeguard against threats or hazards to the integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure or use of Collected Data (the "Data Safeguards"). IARC shall revise and maintain the Data Safeguards in accordance with all applicable laws and prevailing industry practices.
7. **Information Security Breach and Remedial Actions.** Without limiting any other provision of this Agreement, if (x) IARC or any IARC Affiliate deliberately or inadvertently discloses Collected Data in breach of the Data Protection Requirements or this Agreement or (y) Company, IARC, or a IARC Affiliate discovers, is notified of, or has reasonable awareness that an unauthorized access, acquisition, theft, disclosure or use of Collected Data under the control of IARC or any IARC Affiliate has occurred or is likely to occur (each such event in (x) and (y), an "Information Security Breach"), IARC shall immediately notify Company of such Information Security Breach. Furthermore, at Company's option, IARC shall: (a) investigate, remediate, and mitigate the effects of the Information Security Breach; and (b) provide Company with assurances satisfactory to Company that such Information Security Breach will not recur. Additionally, if any Information Security Breach or other unauthorized access, acquisition or disclosure of Collected Data occurs or is likely to have occurred and (i) applicable laws (including without limitation Data Protection Requirements) require notification of public authorities, agencies or individuals whose data were so affected or other remedial actions (collectively, the "Remedial Actions"), IARC will undertake such Remedial Actions. All Remedial Actions and notifications shall be at IARC's expense. IARC shall maintain records of breaches concerning Collected Data, including without limitation the facts surrounding the breach, its effects, the remedial action taken and the names of all impacted Publishers.
8. **Legally Required Disclosure.** IARC may disclose Collected Data in response to a valid order of a court or other governmental body, but only to the extent and for the purposes of such order; provided that, if such order includes a request to disclose any personally identifiable information (including IP and email addresses), then IARC agrees to limit its disclosure to only the information legally required to be disclosed. To the extent permitted by the court or government order, IARC will promptly notify Company of the nature of the request if it concerns Collected Data received from Publishers as a result of their submission of an app or game to the Company Storefront.