

## **HACKERRANK SERVICE ORDER NO. HR-06939**

This Service Order No. HR-06939 ("Service Order") is entered into as of January 18, 2015 ("Service Order Effective Date") by and between Mozilla Corporation, a California corporation with its principal place of business at 331 East Evelyn Avenue, Mountain View, California 94041 ("Customer") and Interviewstreet Incorporation, a Delaware corporation doing business as HackerRank, with a place of business at 2300 Geng Road, Suite 250, Palo Alto, California 94303 ("HackerRank") under the HackerRank Master Subscription Agreement as previously accepted and agreed to by Customer as part of a previous purchase from HackerRank or free trial, the terms and conditions of which are set forth at <a href="https://www.hackerrank.com/work/tos">https://www.hackerrank.com/work/tos</a> (the "Agreement"). Capitalized terms used in this Service Order but not defined herein shall have the meanings given in the Agreement.

- 1. **General**. With this Service Order, Customer is purchasing a subscription to HackerRank's online services as described below in Section 6 (the "**Services**") subject to the terms and conditions of the Agreement. HackerRank will provide Customer with a subscription to access and use the Services during the Service Order Term as defined in Section 3 below.
- 2. **Service Level Commitment.** The uptime commitment applicable to the Services provided under this Service Order shall be as set forth in <a href="Exhibit A Service Level Agreement"><u>Exhibit A Service Level Agreement</u></a> of the Agreement.
- 3. **Service Order Term**. Services will be provided to Customer by HackerRank as set forth below (the "Service Order Term"):

Services Start Date	January 18, 2016
Services End Date	January 17, 2017

- 4. **Payment Terms.** Payment terms for the Services provided under this Service Order shall be in accordance with the Agreement. HackerRank will invoice Customer in advance for all fees for the Services, and fees are nonrefundable and not subject to apportionment by Customer. Payment terms are thirty (30) days calculated from the date of invoice. The terms and conditions of the Agreement together with this Service Order shall take precedence over inconsistent terms and conditions contained in any corresponding Purchase Order issued by Customer ("PO"), and additional terms and conditions contained in a PO will be of no force or effect.
- 5. **Terms and Conditions.** Customer agrees to the terms and conditions of the Agreement as set forth at <a href="https://www.hackerrank.com/work/tos">https://www.hackerrank.com/work/tos</a>. This Service Order is intended to supplement the Agreement and is subject in all respects to the terms of the Agreement. In the event of any direct conflict between the terms of this Service Order and the Agreement, the terms of the Agreement shall govern unless a conflicting term in the Service Order is specifically identified as superseding the related term of the Agreement, in which case the conflicting term in this Service Order shall govern.

## 6. **Services Description and Fees.**

Services Description	SKU	Unit Fee	Quantity	Total Fees
Site License	SL1GLB177151	\$100,000.00	1	\$100,000.00
Recruiter Licenses	RE3GLB187141	Included	Unlimited	\$0.00
Engineer Licenses	EL4GLB187141	Included	Unlimited	\$0.00
Total Fees				\$100,000.00

- **7. Site License and Superseding Terms.** The Parties agree that the Site License specified in Section 6 above shall be for use by Customer only, and not for use by any of Customer's Affiliates. In addition, the Parties agree that the terms set forth below are specifically identified as superseding the related terms of the Agreement:
  - a. The second paragraph of the Agreement shall be considered deleted in its entirety and replaced with the following for purposes of this Service Order:

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SERVICE ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY THAT WILL BE RECEIVING AND USING OUR SERVICES, AND YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" OR "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

- b. The "Assignment" term set forth below is specifically identified as superseding Section 13.1 of the Agreement. Accordingly, Section 13.1 of the Agreement shall be considered deleted in its entirety and replaced with the following for purposes of this Service Order:
  - **13.1 Assignment**. Neither party may assign its rights or delegate its duties under this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party, even in the event of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any attempted assignment or delegation in violation of this Section 13.1 will be void. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties have executed this Service Order, which is integrated into the Agreement as of the Service Order Effective Date specified above.

MOZILLA CORPORATION	INTERVIEWSTREET INCORPORATION doing business as HACKERRANK		
By: Authorized Signature	By: Authorized Signature		
Name:	Name: Rhonda Larson		
Title:	Title: <u>VP Business Operations</u>		
Date:	Date:		

