

Service Agreement between ShareProgress, Inc., and Mozilla Foundation

This Services Agreement (the "Agreement") between ShareProgress, Inc. ("ShareProgress"), located at 88 King Street, Unit 523, San Francisco, CA 94107, and Mozilla Foundation, located at 331 E. Evelyn Ave., Mountain View, CA 94041, is dated March 1, 2016 ("Effective Date").


In consideration of the mutual promises contained herein, the parties agree as follows:

ShareProgress has agreed to provide certain services to Mozilla, and Mozilla wishes to receive such services. The services to be provided will be described in addenda attached to this Agreement as Exhibits 1, 2, and 3.

- Exhibit 1: ShareProgress Terms of Service ("ShareProgress TOS"), which sets forth the terms governing ShareProgress's provision of services to Mozilla. The link referenced in section 4(A) of the ShareProgress TOS points to <http://www.shareprogress.org/tools/#plans>.
- Exhibit 2: Additional Terms regarding Do Not Track functionality and data segmentation as they apply to ShareProgress's provision of services to Mozilla.
- Exhibit 3: Mozilla Data Protection Addendum, which governs the terms under which ShareProgress must protect data on its services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date of signature set forth below.

SHAREPROGRESS, INC.


Name: James Pugh
Title: CEO
Date: 3/3/16

MOZILLA FOUNDATION

Name: _____
Title: _____
Date: _____

EXHIBIT 1
ShareProgress Terms of Service

Terms of Service Agreement

Effective Date: June 17, 2013

The website shareprogress.org is the website and online service of ShareProgress, Inc. ("ShareProgress," "we," or "us"). This Terms of Service Agreement (this "Agreement") explains the terms by which you may use our online services, web site, mobile applications and/or software provided on or in connection with such services (collectively the "Service").

BY ACCESSING OR USING THE SERVICE, INCLUDING BY EMBEDDING OUR CODE ON YOUR SITE, YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT, WHETHER OR NOT YOU ARE A REGISTERED USER OF THE SERVICE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SERVICE. If you accept or agree to the terms and conditions of this Agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to this Agreement and, in such event, "you" and "your" will refer and apply to that company or other legal entity.

We reserve the right to amend this Agreement at any time by notifying you as provided in this Agreement, provided that no notice shall be required for non-substantive changes to the Agreement. If we substantively amend this Agreement, we will give you at least seven (7) days notice before the changes take effect, during which period of time you may reject the changes by terminating your account. Your continued use of the Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Service. This Agreement applies to all visitors, users, and others who access the Service ("Users").

1. Use of Our Service

ShareProgress provides a service for increasing website visitor traffic through social sharing.

A. Eligibility

You may use the Service only if you can form a binding contract with ShareProgress, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Service by anyone under 13 is strictly prohibited and in violation of this Agreement. The Service is not available to any Users previously removed from the Service by ShareProgress.

B. Member Accounts

You will need to arrange with ShareProgress and obtain access to a "Member" account. Your Member account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another Member's account without our permission. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. You must notify ShareProgress immediately of any breach of security or unauthorized use of your account. ShareProgress will not be liable for any losses caused by any unauthorized use of your account.

By providing ShareProgress your email address you consent to our using your email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out in the email message. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

C. Service Rules

You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping"; (ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the ShareProgress servers than a human can reasonably produce in the same period of time by using a conventional online web browser; (iii) transmitting spam, chain letters, or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms, or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights (such as of privacy and publicity) of any other user of the Service or staff member of ShareProgress; (xi) interfering with the proper working of the Service; (xii) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; attempting to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Service; (xiii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; or (xiv) encouraging or enabling any other individual to do any of the foregoing.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend your access to the Service without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

D. Privacy

See ShareProgress's Privacy Policy at <http://www.shareprogress.org/privacy> for information and notices concerning ShareProgress's collection and use of your personal information.

2. License Grant

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable, license to use the Service. ShareProgress reserves all rights not expressly granted herein in the Service and the ShareProgress Content (as defined below). ShareProgress may terminate this license at any time for any reason or no reason.

3. Our Proprietary Rights

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, and copyrights (the "ShareProgress Content"), and all Intellectual Property Rights (as defined below) related thereto, are the exclusive property of ShareProgress or, as applicable, its licensors. Except as explicitly provided herein, nothing in this

Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the ShareProgress Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place ShareProgress under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, ShareProgress does not waive any rights to use similar or related ideas previously known to ShareProgress, or developed by its employees, or obtained from sources other than you.

4. Paid Services

A. Billing Policies. Certain aspects of the Service may be provided for a fee or other charge. If you elect to use paid aspects of the Service, you agree to the terms of sale, pricing, payment and billing policies applicable to such fees and charges, posted or linked here. ShareProgress may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

B. No Refunds. In the event that ShareProgress suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any ShareProgress Property, any unused time on a subscription, any license or subscription fees for any portion of the Service, any content or data associated with your account, or for anything else.

C. Payment Information; Taxes. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

5. Security

We have implemented commercially reasonable technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes.

6. End User Information

You hereby represent and warrant that (i) any personally identifiable information, including without limitation if such information is in aggregate form, about your end users that you provide to ShareProgress

hereunder was, is, and will be collected with the informed consent of such end users and (ii) you have obtained all necessary rights, releases, and permissions to provide such information to ShareProgress.

7. Indemnity

You agree to defend, indemnify and hold harmless ShareProgress and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any other party's access and use of the Service with your unique username, password or other appropriate security code; or (vi) your disclosure of any end user or consumer information as described in Section 6 above.

8. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SHAREPROGRESS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, SHAREPROGRESS, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

SHAREPROGRESS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SHAREPROGRESS SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND SHAREPROGRESS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHAREPROGRESS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL SHAREPROGRESS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR

INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHAREPROGRESS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE. IN NO EVENT SHALL SHAREPROGRESS, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO SHAREPROGRESS HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHAREPROGRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. ShareProgress makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

10. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by ShareProgress without restriction.

11. General

A. Governing Law. You agree that: (i) the Service shall be deemed based solely in California; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over ShareProgress, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any claim or dispute between you and ShareProgress that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in San Francisco County, California, unless submitted to arbitration as set forth in the following paragraph.

B. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) under this Agreement, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider

and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

C. Notification Procedures. ShareProgress may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by ShareProgress in our sole discretion. ShareProgress reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. ShareProgress is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. We recommend that you add info@shareprogress.org to your email address book to help ensure you receive email notifications from us.

D. Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with ShareProgress in connection with the Service, shall constitute the entire agreement between you and ShareProgress concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

E. No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and ShareProgress's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

EXHIBIT 2

Additional Terms

In the event of a conflict between the terms of this Exhibit 1, on the one hand, and the terms of the Agreement on the other hand, the terms of this Exhibit 1 will govern.

1. **Do Not Track.** ShareProgress agrees, within three (3) weeks of the Effective Date, to enable functionality to honor “Do Not Track” for users whose data is collected through services provided by ShareProgress to Mozilla.
2. **Data Segmentation.** ShareProgress will not share information associated with you or your websites or services with any third parties unless ShareProgress (a) has your consent; (b) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of ShareProgress, its users or the public; or (c) provides such information in certain limited circumstances to third parties to carry out tasks on ShareProgress’s behalf (e.g., billing or data storage) with strict confidentiality and security restrictions that prevent the data from being used or shared except as directed by ShareProgress.

EXHIBIT 3

Protection of Data Addendum

This Addendum applies if ShareProgress is collecting, storing, accessing, transferring, using or processing any Mozilla Data or ShareProgress User Data (each as defined below) in the course of providing any of the Services. In the event of a conflict between the terms of this Addendum (this "Addendum"), on the one hand, and the ShareProgress TOS on the other hand, the terms of this Addendum will govern. ShareProgress shall ensure that any third parties it uses to help it perform the Services hereunder ("ShareProgress Affiliates") are contractually required to agree to terms in favor of Mozilla no less restrictive than the terms contained in this Addendum.

1. Certain Definitions

- (a) *"Mozilla Data"* means Mozilla User Data and Mozilla Personnel/Participant Data.
- (b) *"Mozilla Personnel/Participant Data"* means any information about any Mozilla (or Mozilla affiliate) employee, independent contractor or volunteer, including without limitation name, address, email address, phone number, address, nationality, passport number, credit card, age or gender.
- (c) *"Mozilla User Data"* means any information about, or from, any users of Mozilla's products and/or services obtained by ShareProgress and/or provided or made accessible to ShareProgress as part of the Services. Depending upon the Services being provided by ShareProgress, examples of Mozilla User Data may include, without limitation, browsing/viewing history, user's device ID, internet protocol (IP) address, location of the user and any user personal information including without limitation the user's name, email address, phone number, address, age or gender.
- (d) *"ShareProgress User Data"* means any information about, or from, any users/participants of products and/or services (other than from Mozilla's products and services) obtained by ShareProgress, and which information is used for and/or provided as part of the Services.

2. Principles Applying To Both Mozilla Data and ShareProgress User Data.

ShareProgress will maintain and/or put in practice processes consistent with the Mozilla Data Principles (<https://www.mozilla.org/en-US/privacy/principles/>). Without limiting the generality of these principles, ShareProgress agrees:

- (a) ShareProgress shall comply with ShareProgress's privacy policy and all applicable privacy and data laws.
- (b) If ShareProgress collects Mozilla Data or ShareProgress User Data, it agrees to disclose to users/personnel/participants all the ways in which it collects such data.
- (c) ShareProgress shall not provide to Mozilla any Mozilla Data or ShareProgress User Data not requested by Mozilla.
- (d) ShareProgress shall implement and maintain (i) reasonable administrative, technical and physical safeguards (including without limitation software safeguards) sufficient to ensure the security and confidentiality of Mozilla Data and ShareProgress User 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 Mozilla Data and ShareProgress User Data that are in the possession or control of ShareProgress (the "*Data Safeguards*"), and (ii) documented data retention practices concerning ShareProgress User Data and Mozilla Data, including IP address logs ("*Data Retention Practices*").

(c) If ShareProgress is collecting Mozilla Data or ShareProgress User Data from users in one jurisdiction and transferring such data to another jurisdiction (such as from the European Union), ShareProgress must obtain consent for the transfer from such users.

3. Mozilla Data

(a) ShareProgress acknowledges that Mozilla and its users own all right, title and interest in and to Mozilla Data.

(b) Except solely to provide Mozilla with the Services and except in a manner disclosed to and authorized herein by Mozilla, ShareProgress shall not:

- i. collect or use Mozilla Data, or disclose Mozilla Data to any party; nor
- ii. correlate or aggregate any Mozilla Data with any other data obtained through other products, services, web properties or from third parties in any way that could (i) identify an individual, a specific device, Mozilla, or its parents or subsidiaries or (ii) to expand existing or create new profiles about Mozilla or any individuals.

(c) ShareProgress's Data Safeguards as they apply to Mozilla Data shall be in accordance with the highest industry standards. ShareProgress shall revise and maintain its Data Safeguards in accordance with prevailing industry best practices.

(d) ShareProgress's Data Retention Practices as they apply to Mozilla Data will include retaining data only (i) as long as requested by Mozilla, and, if not specified by Mozilla, as long as necessary for the original purpose for which such Mozilla Data was collected.

(e) At all times during the term of this Agreement, if ShareProgress is handling Mozilla Personnel/Participant Data and for so long as ShareProgress has any Mozilla Personnel/Participant Data, ShareProgress shall remain in compliance with and certified as compliant with the US Department of Commerce's Safe Harbor principles and requirements.

(f) Upon expiration or termination of this Agreement for any reason, or upon request by Mozilla, ShareProgress shall immediately: (a) stop processing Mozilla Data; and (b) destroy Mozilla Data in its possession, in accordance with Mozilla's written instructions, if any, unless Mozilla requests that ShareProgress return all Mozilla Data to Mozilla, in which case ShareProgress shall return all Mozilla Data to Mozilla within 15 days of termination or expiration of the Agreement.

(g) If (x) ShareProgress deliberately or inadvertently collects, uses, or discloses Mozilla Data in breach of this Addendum or (y) Mozilla or ShareProgress discovers, is notified of, or has reasonable awareness that an unauthorized access, acquisition, theft, disclosure or use of Mozilla Data has occurred or is likely to occur (each such event in (x) and (y), an "Information Security Breach"), ShareProgress shall immediately notify Mozilla of such Information Security Breach. Furthermore, ShareProgress shall: (a) investigate, remediate, and mitigate the effects of the Information Security Breach; and (b) provide Mozilla with assurances satisfactory to Mozilla that such Information Security Breach will not recur. Additionally, if any Information Security Breach occurs or is likely to have occurred and (i) applicable laws require notification of public authorities, agencies or individuals whose data were so affected or other remedial actions or (ii) Mozilla determines in its sole discretion that Mozilla remedial measures (including without limitation notice, credit monitoring services or the establishment of a call center to respond to Mozilla inquiries), are warranted (collectively, the "Remedial Actions"), ShareProgress will at Mozilla's request undertake such Remedial Actions. All Remedial Actions and notifications shall be at ShareProgress's expense. ShareProgress shall be fully liable for all acts and omissions by ShareProgress Affiliates.

(h) ShareProgress may disclose Mozilla 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 legally

permissible ShareProgress agrees to (i) inform Mozilla in writing of the request, (ii) give Mozilla the opportunity to defend against the order, and (iii) limit its disclosure to only the information legally required to be disclosed.

4. Indemnity. ShareProgress shall defend, indemnify and hold harmless Mozilla from and against all losses, damages, claims, judgments, expenses and liabilities (including without limitation attorneys' fees) related to a claim of breach by ShareProgress of this Addendum.