



MOZILLA ENGAGEMENT AGREEMENT

Welcome to Mozilla! We're pleased that you will be working with us to contribute your expertise, knowledge, and skills to this initiative. This document and any Exhibits that are attached form an agreement between you and Mozilla and describe all of the terms and conditions that will govern your engagement, including for example:

- Description of the agreed upon services that you will provide;
- Compensation and payment terms;
- Ownership of deliverables;
- Confidentiality obligations;
- Responsibilities of each party; and
- Termination rights.

We've tried to make this agreement as fair and understandable as possible, however, there is some "legalese" so please bear with us. If you have any questions, please do not hesitate to ask your Mozilla contact for clarifications.

By signing below, you acknowledge that you have read, understand, and agree to the terms set forth in this Agreement, and that these terms and no others, unless expressly stated otherwise, shall govern your provision of consulting services to Mozilla.

	"You"	"Mozilla"
Name:	Mark Boas	MZ Denmark ApS
Entity Type:	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> LLC	Danish Private Limited Liability Company
Address:	Via Terracini 18/3,	c/o Rønne & Lundgren



c/o Rønne & Lundgren □ Tuborg Havnevej 19 □ 2900 Hellerup, DENMARK □ tel. 650.903.0800 □ fax. 650.903.0875 □
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Email for legal notices:	mark.boas@gmail.com	legal-notices@mozilla.com
Email address:	Yours: mark.boas@gmail.com	Mozilla Contact's: Ali Spivak aspivak@mozilla.com
Effective Date:	January 20, 2014	
Office for Invoicing:	MZ Denmark ApS, send invoices to mzdenmark@bill.com with a cc to intlaccounting@mozilla.com. Please include your VAT number and Danish CVR No. 31252741 on your invoices.	
Attachments(s)	Exhibit A – Statement of Work Exhibit B – Mozilla Travel Reimbursement Policy	



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TERMS

1. Services. You agree to provide the services described in the Statement of Work (the “**SOW**”) attached as Exhibit A to this Agreement (the “**Services**”). You agree to perform the Services Yourself and not delegate any of the work to anyone else without prior written authorization from Mozilla. If any of the terms of the SOW directly conflict with the terms of this Agreement, the terms of the SOW will prevail.

2. Payment. The fees to be paid for the Services are set forth in the SOW. Mozilla will reimburse You for reasonable and necessary expenses incurred in the performance of the Services as long as your Mozilla contact has provided prior written approval (email will suffice) and You submit receipts or other documentation of the expenses. If we require You to travel, You will only be reimbursed for coach air fares and moderately priced hotel rates. Unless specified otherwise in the SOW, invoices may be submitted monthly or semi-monthly if payment is on a time and materials basis or in accordance with the payment schedule in the SOW if on a milestone basis. Invoices must be submitted to the email addresses provided above. Mozilla will pay You within 30 days following receipt of your invoice provided the Services are performed in a timely, professional, and high quality manner, and otherwise meet the requirements, if any, specified in the SOW. Invoices should include all approved expenses and any other approved fees for the accepted work. Mozilla will notify you within ten (10) business days after it has received any Services that do not comply with this Agreement, and explain in writing what and how the Services should be corrected. You agree that, upon receipt of a written notice of rejection, You will make commercially reasonable efforts to (i) submit a revised deliverable, if applicable, within the time frame we mutually agree upon, or (ii) otherwise improve the quality of the Services to a level acceptable to Mozilla. If we do not notify You of any objections, the Services are deemed accepted as provided.

3. Taxes. You are responsible for all self-employment, social security and other taxes, fines, penalties or other liability to any federal, state, province, or local jurisdiction with taxing authority, except for VAT. In the event You are required to submit any VAT to taxing authorities in Your country, Mozilla will be responsible for paying or reimbursing You for such payments. You agree to indemnify and hold Mozilla harmless from any claim of liability of any kind by any taxing authority as a result of the payments made under this Agreement, except for VAT. This means that if Mozilla is asked to pay any amount by a taxing authority because of payments we have made to You, You agree that Mozilla has no responsibility to make such payments and You will make those payments yourself to the taxing authority.

4. Term and Termination.

1 4.1 Term. This Agreement will commence on the Effective Date and will continue until the earlier of: (i) the End Date in the SOW or (ii) termination as provided below.

4.2 Renewal. This Agreement or any SOW may be renewed upon mutual written agreement of the parties.



4.3 Termination. Either party may terminate this Agreement for any reason upon giving 30 days written notice to the other party. Section 3 ("Taxes"), Section 5 ("Status as Contractor"), Section 7 ("Limitation of Liability"), Section 8 ("Ownership of Intellectual Property Rights"), Section 10 ("Indemnification"), Section 11 ("Confidential Information"), Section 12 ("Disputes") and Section 13 ("Miscellaneous") will survive the termination of this Agreement. Mozilla may terminate this Agreement immediately upon notice to You if You are in breach of any material provision of this Agreement. For the purposes of this Section, material breach of this Agreement includes, but is not limited to, failure to complete the Services in a timely or professional fashion, unsatisfactory performance, habitual neglect, negligence, or willful wrongdoing in the performance of Your duties. If You accept an offer of employment from Mozilla, this Agreement will automatically terminate the day before Your employment commences if it hasn't terminated already. Upon termination of this Agreement for any reason, You will be paid fees on a proportional basis as stated in the SOW for work which has been completed and accepted through the effective date of such termination.

5. Status as Contractor. You may not represent yourself as an agent of Mozilla for any purpose, and You have no authority to bind Mozilla in any manner whatsoever. Your relationship with Mozilla is solely that of an independent contractor, and nothing in this Agreement creates a partnership, agency, joint venture, employment or any other type of relationship. You are not entitled to any rights or benefits (such as retirement, group health, etc.) provided to Mozilla employees. You are responsible for obtaining all applicable licenses and permits required for performance of this Agreement. All activities and work performed under this Agreement will be at Your own risk and liability.

6. Compliance with Laws and Policies. In performing the work required under this Agreement, You agree to comply with all applicable laws and regulations and with Mozilla policies communicated to You in writing.

7. Limitation of Liability. Mozilla's liability to You for any breach arising out of or relating to this Agreement shall not exceed the total amount payable to You under this Agreement and shall not include any incidental, indirect, special, consequential, or emotional distress damages of any kind.

8. Ownership of Intellectual Property Rights.

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8.

2 Ownership of Work Product. Mozilla owns all work product You create in the course of performing the Services, including all Deliverables (as defined in SOWs), and including all Intellectual Property rights therein ("**Work Product**") except for Third Party Materials or Pre-Existing Materials (defined below), in accordance with the copyright laws of the United States. Intellectual property means patents, patent rights, copyrights, works of authorship, moral rights, trademarks, service marks, goodwill associated with trademarks and service marks, trade secrets, mask work rights and all registrations, applications, renewals, extensions and restorations of all of the foregoing.

3 Assignment and Waiver of Rights. In the event that Mozilla is not deemed the owner of any Work Product is for any reason, You hereby assign to Mozilla all right, title, and interest in and to such Work Product, subject to Mozilla's payment obligations hereunder. You agree to assist Mozilla in securing intellectual property rights in Work Product, at Mozilla's expense, during and after the term of this Agreement. If You are not willing or able to do so, You hereby appoint Mozilla as Your attorney-in-fact entitled to secure such rights on Your behalf. If You have any rights to the Work Product that cannot be assigned to Mozilla, You unconditionally and irrevocably (i) waive the enforcement of such rights, and all claims and causes of action of any kind against Mozilla, its subsidiaries, and its licensees (through multiple tiers) with respect to such rights, and agree, at Mozilla's request and expense, to consent to and join in any action to enforce such rights, and (ii) grant to Mozilla during the term of such rights, an exclusive (even as to You), irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, under and to all rights to Work Product.

4 Your Pre-Existing Materials. Notwithstanding any other provision of this agreement, You shall retain all right, title and interest in and to, including any intellectual property rights with respect to (i) any source code, object code, inventions, know-how, materials and information created by You prior to the Effective Date or independently of the Services (and any derivative works, modifications and enhancements thereto) and (ii) any source code, object code, inventions or know-how created by You in connection with the Services (or partially in connection with the Services) which is generally applicable, non-site specific, and represents functionality already readily available to the public (collectively, "**Contractor Materials**"). If in the course of performing the Services, You incorporate into any Work Product any Contractor Materials, (i) You agree to inform Mozilla in writing before incorporating such Contractor Materials into any Work Product; and (ii) subject to fulfillment of Mozilla's payment obligations, You hereby grant Mozilla, under all of Your rights therein, a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, distribute, perform, display, modify, sublicense, and transfer such Contractor Materials.

5 Pre-Existing Mozilla Materials. You agree that all Mozilla Confidential Information and any intellectual property related thereto as well as all intellectual property rights in materials supplied to You by Mozilla to perform the Services shall be the sole property of Mozilla or its licensors, and You obtain no rights to such Confidential Information or materials.



8.5 Third Party Materials; Open Source. You may not incorporate any proprietary information or materials owned by any third party ("**Third Party Materials**") into any Work Product without Mozilla's prior written permission and only if You have all necessary rights to do so. Prior to incorporating into any Work Product any third party software or any source code licensed under an open source license, You will notify Mozilla and will obtain Mozilla's written consent. If any such Third Party Materials are incorporated into any Work Product (after consent by Mozilla), Mozilla's use of such materials will be subject to their license agreements.

8.6 Distribution Under Open Source Licenses. If the Work Product includes the development of source code that Mozilla publishes under an open source license, without affecting the ownership rights between the parties, the code may contain a notice attributing authorship to You. You hereby agree to comply with Mozilla's practices regarding the use and disclosure of intellectual property owned by Mozilla and third parties.

6 9. Your Responsibilities. You represent and warrant (promise) that:

7 (i) You have the necessary rights, either because you are the owner or a licensee, to grant to Mozilla the rights in the Work Product You are granting under this Agreement;

8 (ii) the Work Product and its use will not infringe the copyright, trade secret, or any other intellectual property (excluding patent) rights of any third party, nor to Your knowledge, infringe any patent right of any third party;

9 (iii) the Work Product will not:

- be obscene, libelous, or violate the right of privacy or publicity of any 3rd party;
 - contain any virus, trap door, worm, malware, spyware, or any other device that is injurious or damaging to software or hardware used in conjunction with the Work Product;

10 (iv) You will comply with all applicable laws and regulations in performing the Services, including but not limited to those regarding advertising and privacy, and You will comply with Mozilla's privacy policies and not cause Mozilla to violate its privacy policies;

11 (v) the Work Product will comply with the Statement of Work and any other agreed documentation related to the Work Product;

12 (vi) You will at all times perform in a professional and workmanlike manner;

13 (vii) You have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude You from complying with this Agreement, and You will not enter into any such conflicting agreement during the term of this Agreement; and

14 (viii) You will not directly or indirectly disclose in any manner to Mozilla any information or material that is confidential to, or a trade secret of, any third party.



15 For purposes of clarification, the warranties under this Section 9 do not include any third party open source code that is incorporated into the Work Product with Mozilla's written consent.

16 10. Indemnification. You indemnify and hold harmless Mozilla, its parent (the Mozilla Foundation), and their affiliates, directors, and officers from any actual out-of-pocket expenses (including reasonable attorney's fees) and any liabilities, damages, and judgments arising out of Your breach of the representations and warranties you have made in this Agreement. Your liability under this Section 10 is limited to three times the total amounts payable under this Agreement. For clarification, this means that if we or someone else is damaged and/or has expenses because you did not live up to the promises you have made in this Agreement, You will pay for those damages and/or expenses, but only up to 3 times the amount we are paying you under this Agreement.

11. Confidential Information. While Mozilla and its parent, the Mozilla Foundation, run various open source projects and are committed to being open and transparent, it is a fact of doing business that from time to time there is certain information that they are not able to make public. As a contractor of Mozilla, You may come into contact with such confidential information. For example, you may see or hear confidential information attending meetings, having discussions with Mozilla employees, through the access You are provided to tools and websites, or simply by being on site and overhearing conversations. The types of information You may be exposed to (orally, in writing, or otherwise) that may be considered confidential because Mozilla, the Mozilla Foundation, Mozilla's users, and/or Mozilla's contributors have not disclosed it to the general public include, but are not limited to: (a) matters of a technical nature; (b) matters of a business nature such as costs, profits, policies, users, and strategies; (c) personal and potentially personal information of the users of the Mozilla websites and products; and (d) personnel information (collectively, all such information in any form, "**Confidential Information**"). You agree not to use or disclose Confidential Information for any purpose except in the course of and for the purposes of performing the Services on behalf of Mozilla. You obtain no right, title or interest in the Confidential Information. You agree to return, or at Mozilla's request destroy, all tangible Confidential Information upon request. Your obligations under this Section 11 will survive termination of this Agreement until all Confidential Information is no longer subject to protection under the terms of this Section.

For purposes of clarification, Confidential Information does not include information that You can document: (i) has legally and properly entered the public domain through no fault of yours from a source other than You (e.g., code in Mozilla public repositories, non-confidential bugs in the Mozilla bug tracking system, discussions in public discussions groups); or (ii) was rightfully known to You or was rightfully in Your possession, without an obligation to keep it confidential, prior to the commencement of the consulting relationship with Mozilla.

12. Disputes. In the event of a dispute between You and Mozilla related to this Agreement, You agree that dispute will be resolved through arbitration in Santa Clara County, California, in accordance with the rules of the American Arbitration Association ("**AAA**"), and the laws of California shall be applied. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in any court of competent jurisdiction. You and Mozilla will each pay half of the costs and expenses of the arbitration, and will each



separately pay your own attorney fees and expenses unless otherwise required by law. Nothing in this Section will prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief. In any court action at law or equity that is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

1. Miscellaneous. This Agreement will be interpreted and enforced in accordance with the laws of the State of California, without reference to conflict of law provisions. You may not assign this Agreement to anyone else without Mozilla's written consent. This document contains the entire agreement between the parties with respect to its subject matter. The parties agree that any provision of this Agreement that is held invalid shall not affect other provisions of this Agreement and the rest of the Agreement shall remain in force. This Agreement, including the Statement of Work, cannot be modified, unless it is in writing and signed by both parties. The failure of Mozilla to demand strict performance of any provision of this Agreement shall not constitute a waiver of any requirement or of the right to demand strict performance in the future. The parties may rely upon a signed copy of this Agreement transmitted via facsimile or email as if it were an original signed copy. The Services provided herein are for the benefit of Mozilla and its affiliated companies.

You: MZ Denmark ApS:

Signature: _____

Signature: _____

Print Name: MARK BOAS _____

Print Name: _____

Title: _____



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EXHIBIT A - STATEMENT OF WORK

Term

Start Date: January 20, 2014

End Date: March 31, 2014

Description of the Services and Deliverables



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Overview: Contractor will provide audio articles for the app center on Mozilla Developer Network website

Deliverables: Consultant will develop the following audio articles for the "Manipulating media" section of the MDN app center (https://developer.mozilla.org/en-US/Apps/Developing/Manipulating_media):

* Codecs - Cross Browser Compatibility

- Browser/Platform Support
- Detection and Falling Back
- Server Config
- Containers and Mime Types
- Format Conversion

* PlaybackRate (more useful for video than audio)

- Support
- Constraints

* Media API Basics - Creating your own player

- canPlayType
- setMedia
- play
- pause
- etc.

* Everything you need to know about Buffering, Preloading

* Audio on Mobile



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- Constraints

* Audio for Games

* Creating Audio Playlists

Mozilla contact: Ali Spivak aspivak@mozilla.com

Fees and Payments

If Time and Materials Payment Structure

Rate of pay	\$90 USD per hour
Work Hours not to exceed	112
Total payments Not to exceed	\$10,080 USD
Invoice Schedule	30 days

Additional Terms

- This SOW is governed by and made a part of the Agreement.
- Any terms included in any document that is not a part of this Agreement are superseded by the terms of the Agreement and this SOW and are not binding.

You: MZ Denmark ApS:

Signature: _____

Signature: _____

Print Name: MARK BOAS _____

Print Name: _____

Title: _____



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Exhibit B

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 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 cities. However, we do consider flights with 2 or more connections as unreasonable and don't expect you to consider those as a "reasonable flight option."

"Out of Policy" Bookings: All travel not adhering to the above policies is considered "Out of Policy" and therefore will require an authorized approval from your Mozilla contact.

HOTELS

Accommodations should be booked in reasonably priced hotels. Mozilla can provide recommendations in cities where it has offices. Should you wish to stay in a more expensive hotel, Mozilla will only reimburse you for the amount it would have cost at a nearby reasonably priced hotel.

17 GROUND TRANSPORTATION

Personal Vehicle: We reimburse mileage for your personal automobile. As of July 1, 2011, IRS mileage rate for **business use** is **55.5 cents per mile**. The place of origin, mileage, destination and purpose of the trip must be shown on the expense report.



Rental Cars: You may be eligible to use Mozilla's Enterprise Car Rental account to rent a car. Contact Karen Esterly at kesterly@mozilla.com and cc your Mozilla contact to check whether you may use our account and for more information. If approved, when you use that acct our insurance covers you, so please don't purchase insurance from Enterprise.

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.

18 REIMBURSEMENT

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

