

## **COLLABORATION AGREEMENT**

BETWEEN:

**Mozilla Foundation** (hereinafter “Mozilla”) Company Reg. N° ,a corporation organized and existing under the laws of USA, with its head office located at: 650 Castro Street Suite 300 Mountain View, CA, 94041-2021, USA

AND:

**Gamificación S.L.** (hereinafter “Jugo”) Company Reg. N° B-98505696, a corporation organized and existing under the laws of Spain, with its head office located at: La Calderería c/ Jerónimo Monsoriu 90, Valencia 46022, SPAIN

Both parties may be referred as “the Parties”.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties to agree as follows:

### **Purpose of the Agreement**

Mozilla and Jugo have agreed to work together to *develop a tool to use the power of a community to maximize the impact of their communication and promoting the brand using the power of the network*. This agreement describes their understandings and commitments to this collaborative effort.

### **Scope and Duration**

This agreement will guide the collaboration for the period beginning the fifth of February 2014 and ending the fifth of February 2015. The scope and duration of the collaboration may be amended and/or extended through the joint agreement of Mozilla and Jugo to

amendments to this agreement.

**Decision-making structure & authority:**

All significant decisions regarding the collaboration will require agreement by all collaborative partners. Significant decisions will include decisions regarding eligibility for services provided through collaboration, the nature of the services to be provided, and decisions regarding seeking and using funding to carry out collaboration activities.

Mozilla and Jugo will each identify one person within their own organization for the collaboration. Each person will be authorized to represent their organization in joint collaborative decision-making. Each organization will be responsible for ensuring that the person granted authority to represent their organization is kept informed regarding the operation of the collaboration and the identification of issues for joint discussion. Each participating organization will make all parties to the collaboration aware of any limits in the authority of their representative to bind their organization to collaborative decisions and will establish a clear process for their representative to use to become fully capable of committing the organization.

Each person will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Each person will regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution.

**Commitment to the Collaboration**

Each participating organization has agreed to commit resources to the collaboration. Specifically, each organization agrees to provide the resources described below:

Mozilla:

- Program in our e-mail newsletter
- Social post mentioning the program (5M impressions and 3\$ per CPM)
- Refer to it as something like "The Mobilizer game powered by Social Raid" in these communications (and on the site, etc - linking back to their site).

Jugo:

- a Gamified platform which will support and promote Firefox OS.
  - Framework: Ruby on rails
  - Database: MySQL
- Integration with Openbadges by Mozilla
- Signing in using Persona
- Customized Avatar depending on his level.

### **Early termination**

The Parties are able to terminate this Agreement with a prior notice of 20 working days in the event of any Party of the following:

- Negligent, bankruptcy or insolvency of the other Party; or
- Breach of any of the points contained in this Agreement;

In the event this Agreement is terminated before due date, all licenses granted within this Agreement are revoked and become void. All license fees applicable to incurred activities shall be paid in full.

### **Non disclosure of information**

The Parties agree to keep confidential whole or part of information included in this Agreement as well as any information later exchanged between the Parties as a consequence of this Agreement- It shall not be considered confidential the information which is public as it appears in public registries or it is commonly known by media or

general public.

### **Miscellaneous**

No failure by any Party to exercise any right, power or remedy shall operate as a waiver of it nor shall any partial exercise thereof preclude any further exercise of the same, or some other right, power or remedy.

In the event that any clausal of the Agreement would be declare null and void it shall not affect the rest of the clauses with shall remain fully in force. The clause or clauses declared null and void shall be substituted and integrated with the rest of the clauses lawfully and accordingly the spirit and purpose of the substituted ones. The parties waive any right to claim damages, interest and/or compensations concerning this matter.

In the event 2 or more clauses would be considered contradictory, those clauses shall be dealt with according to the spirit and purpose of the Agreement.

### **Force majeure**

A Party shall be released from liability to compensate loss and from the obligation to perform certain obligations pursuant to this Agreement provided the non-performance is due to an event beyond the Party's control ("Force Majeure Events") and the event prevents, significantly obstructs, or delays the performance thereof for as long as such Force Majeure Event continues.

### **Right transfer**

No rights or obligations in this agreement may be transferred to a third party without the other party's written permission. The parties undertake to inform the other party in case of major ownership changes.

**Governing law and dispute resolution**

This Agreement shall be constructed in accordance with and be governed by the laws of Spain. Disputes as a consequence of this Agreement shall be resolved in Spain through arbitration at the Chamber of Commerce in Valencia

**Termination of this agreement**

Each participating organization retains the right to withdraw from the collaboration upon giving the other participating organizations at least 30 days notice of its decision to withdraw. The withdrawal of any participating organization from the collaboration shall result in termination of this collaboration agreement. The remaining organizations may choose to enter into a new agreement to guide their continuing work together.

**Extension or amendment of this agreement**

This agreement may be extended or amended only through unanimous agreement by Mozilla and Jugo. The decision to amend or extend the agreement, and language describing the agreed upon changes, shall be documented in writing, including the date of the amendment/extension, and the signatures of the chief operating officers of each participating organization.

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The signature of the chief executive officer of each participating organization below represents the full commitment of their organization to participate actively in the collaboration and implement fully all elements in this agreement. The Parties have executed this agreement at the day and year written below in two identical copies.

Signature Party 1

Date:

City:

Signature Party 2

Date:

City: