

Prototype Agreement

You would like to use the Mozilla Brand Kit to create a Prototype to submit to the Mozilla Certification Process. Mozilla is willing to grant you a limited license to use the Mozilla Brand Kit to develop and test your Prototype and submit it to the Mozilla Certification Process on the terms and conditions set forth in this Prototype Agreement.

For clarity, this Prototype Agreement does NOT let you promote you or your products using Powered by Firefox OS Brand Assets or distribute any devices that are branded with Powered by Firefox OS Brand Assets.

1. Acceptance

- 1.1. In order to use the Powered by Firefox OS Brand Assets, You must first agree to this Prototype Agreement. You are not permitted to use the Powered by Firefox OS Brand Assets if you do not agree to this Prototype Agreement.
- 1.2. By clicking "I Agree" below and/or entering a device into the Mozilla Certification Process, You accept and agree to the terms of this Prototype Agreement on Your own behalf and/or on behalf of Your company, organization, educational institution, or agency, instrumentality, or department of the federal government as its authorized legal representative.

2. Definitions

1. **"Brand Kit"** means the documentation and materials containing specific Powered by Firefox OS Brand Assets and how to use them, which are available from the Mozilla Firefox OS Partner Website.
2. **"B2G"** means Mozilla's open source operating system based on the Gecko runtime engine.
3. **"Mozilla"** means the Mozilla Corporation, a California Corporation with offices at 650 Castro Street, Mountain View, CA.
4. **"Powered by Firefox OS Brand Assets"** means the brand assets as described in the Brand Kit. For clarity, the Powered by Firefox OS Brand Assets do not include the Firefox "globe" or "fox" logos. The Powered by Firefox OS Brand Assets contain Mozilla Marks.
5. **"Mozilla Brand Certification Process"** means the certification process to which you will submit your Prototype. The Mozilla Brand Certification Process may consist of several steps, including the Open Web Device Compliance Review Board.
6. **"Mozilla Firefox OS Partner Website"** means the website and services available at <https://mobilepartners.mozilla.org>.
7. **"Mozilla Indemnified Parties"** means Mozilla and its directors, parents, subsidiaries, affiliates, officers, employees, independent contractors and agents.
8. **"Mozilla Marks"** means any trademark, trade name, application for trademark registration, service mark, application for service mark registration, domain name, registration and application for registration relating to the same, a strapline or slogan, trade dress or look and feel or component, licensed, owned or controlled by Mozilla.

9. **"Powered by Firefox OS Branding Requirements"** means the requirements described in Exhibit A that your device must meet before you can submit it for approval through the Mozilla Brand Certification Process.
10. **"Prototype"** means a prototype version of a device running the B2G operating system that you have created in compliance with the Branding Guidelines for submission to the Mozilla Brand Certification Process.
3. **Modification.** Mozilla may change the terms of this Prototype Agreement from time to time upon notice to you.
4. **Licenses**
 - 4.1. **License to B2G source code.** B2G is made available to the public under the Mozilla Public License (MPL) and other open source licenses that are compatible with the MPL. You can find more information about B2G's open source licenses by visiting here: <https://wiki.Mozilla.org/Boot2Gecko/Licensing>. For clarity, use of the Powered by Firefox OS Brand Assets and/or Mozilla Marks are not licensed under the MPL
 - 4.2. **Limited internal use only license to Powered by Firefox OS Brand Asset.** The Brand Kit contains the Powered by Firefox OS Brand Assets and describes how to use them in conjunction with your Prototype. Mozilla hereby grants you a limited, revocable, non-exclusive license to use the Powered by Firefox OS Brand Assets for the sole purpose of developing a Prototype in preparation of submitting such Prototype for approval through the Mozilla Brand Certification Process. *You may not use the Powered by Firefox OS Brand Asset for any other purpose, including, but not limited to promotion of your entity, your Prototype or any relationship with Mozilla or distribution of a device using any Powered by Firefox OS Brand Assets.*
5. **Mozilla Marks.** You acknowledge Mozilla's rights in the Mozilla Marks and agree that any use of Mozilla Marks by you shall inure to the sole benefit of Mozilla. You agree not to (a) challenge Mozilla's ownership or use of; (b) register; or (c) infringe any Mozilla Marks, nor shall you incorporate any Mozilla Marks into your trademarks, service marks, names, Internet addresses, domain names, or any other similar designations. Regardless of the foregoing, should you acquire any rights in any Mozilla Marks by operation of law or otherwise, you will immediately and at no expense to Mozilla assign the rights to Mozilla along with any associated goodwill, applications, and/or registrations.
6. **YOUR REPRESENTATIONS AND WARRANTIES** You hereby represent and warrant that:
 - 6.1. your Prototype does not infringe any third party's intellectual property, privacy, publicity or other proprietary rights; and
 - 6.2. you and your Prototype will comply with all applicable laws.
7. **NO WARRANTIES BY MOZILLA** B2G, THE BRAND KIT, THE MOZILLA BRAND CERTIFICATION PROCESS, THE POWERED BY FIREFOX OS BRAND ASSETS AND OTHER INFORMATION IS DELIVERED BY MOZILLA "AS IS" AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED BY MOZILLA.
8. **INDEMNIFICATION** You agree to indemnify and hold harmless, and upon Mozilla's request, defend, each Mozilla Indemnified Party from any and all claims, losses,

liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs (collectively, "losses"), incurred by a Mozilla and arising from or related to any of the following: (i) your breach of any certification, covenant, obligation, representation or warranty in this agreement; (ii) any claims that your prototype or the distribution, sale, offer for sale, use or importation of your prototype (whether alone or as an essential part of a combination) violate or infringe any third party intellectual property or proprietary rights; (iii) your use of Mozilla Marks; or (iv) development and distribution of any prototype

9. **NO CRITICAL USE** B2G is not intended for use in the development of products in which errors or inaccuracies or the failure of the product, could lead to death, personal injury, or severe physical, economic or environmental damage. To the extent permitted by law, you hereby agree to indemnify, defend and hold harmless each Mozilla Indemnified Party from any losses incurred by such Mozilla Indemnified Party by reason of any such use.
10. **LIMITATION OF LIABILITY** IN NO EVENT WILL THE MOZILLA INDEMNIFIED PARTIES BE LIABLE TO THE YOU FOR THE YOUR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER MOZILLA WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. Except as otherwise may be required by law, in no event shall Mozilla's total liability to you under this Agreement for all damages in the aggregate exceed the amount of ten dollars (\$10.00).
11. **Term and Termination** This Agreement shall commence on the Effective Date and shall continue in effect for a period of one (1) year. Thereafter, this Agreement shall continue for successive one (1) year periods unless terminated pursuant to this Section.
 - 11.1. **For Convenience.** Either party may terminate this Agreement for convenience, for any or no reason, effective 30 days after providing the other party written notice of its intent to terminate.
 - 11.2. **By Mozilla.** Mozilla may terminate this agreement immediately upon notice to you if:
 - 11.2.1. you breach your license in Section 2.2 or make any unauthorized use of the Brand Kit, Powered by Firefox OS Brand Assets, Mozilla Marks or otherwise materially breach any term of this Agreement;
 - 11.2.2 If you initiate litigation against any entity by asserting a patent infringement claim (excluding declaratory judgment actions, counter-claims, and cross-claims) alleging that such entity has directly or indirectly infringed any claim of any patent; or
 - 11.2.3 you become insolvent, dissolve or cease to do business, file for bankruptcy, or have filed against you a petition in bankruptcy.
 - 11.3. **Effect of Termination.** Upon the termination of this Agreement for any reason, You agree to immediately cease all use of the Brand Kit and Powered by Firefox OS Brand Asset. Sections 4-11 shall survive any termination or expiration of this Agreement for any reason.
12. **General**
 - 12.1. **Force Majeure.** Neither party shall be liable for any delay or failure in performance hereunder caused by acts of God or other causes beyond the parties

control and without fault or negligence of such party, if the party gives prompt notice and makes all reasonable efforts to perform.

- 12.2. **Relationship of Parties.** The parties are independent contractors under this Agreement and no other relationship is intended, including a partnership, franchise, agency, joint venture, master/servant or employer/employee relationship. Neither party will act in a manner that expresses or implies a relationship other than that of independent contractor, nor bind the other party.
- 12.3. **Publicity.** Neither party shall publicize or disclose the existence or terms and conditions of this Agreement, or any transactions hereunder, without the express, prior written consent of the other party.
- 12.4. **Import and Export Licenses.** B2G and related technologies may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply with all such laws and regulations and you acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after receipt of B2G and related technologies.
- 12.5. **Waiver or Delay.** A waiver of any provision of this Agreement, or a delay by either party in the enforcement of any right hereunder, will neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other provision or right.
- 12.6. **Assignment.** The rights, duties and obligations of either party under this Agreement may not be assigned by you in whole or in part by operation of law or otherwise without the prior express written consent of Mozilla, and any attempted assignment of any rights, duties or obligations hereunder without such consent shall be null and void. Mozilla may freely assign this Agreement. This Agreement shall be binding on the parties and their respective successors and permitted assigns.
- 12.7. **Governing Law; Venue.** Any action related to this Agreement will be governed by California law excluding choice of law rules and shall be brought in the State of California. The parties specifically agree that the United Nations Convention on the International Sale of Goods shall not apply to this Agreement. The parties agree that the exclusive jurisdiction and venue of any action between the parties arising out of this business relationship, including disputes that may arise following termination of this Agreement, shall be (a) the United States District Court for the Northern District of California, if federal jurisdiction exists, and (b) the California Superior Court for the County of Santa Clara, if there is no federal jurisdiction; and, each of the parties hereby submits itself to the exclusive jurisdiction and venue of such courts for purposes of such actions.
- 12.8. **Invalidity.** If any provision, or part thereof, in an Agreement, is held to be invalid, void or illegal, it shall be severed from the Agreement, and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to such severed provision, or part thereof, in language and intent, without being invalid, void or illegal.
- 12.9. **Entire Agreement.** This Agreement constitutes the entire agreement between you and Mozilla relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written communications, proposals and

representations with respect to its subject matter. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement (for example, by Mozilla through email notice to you).

- o 12.10. **Governing Language.** In the event of a dispute between the English and any non-English version of this Agreement, the English version of this Agreement shall govern. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

Exhibit A

Powered by Firefox OS Branding Requirements

This document contains obligations you must meet in order to use the Powered by Firefox OS Brand Assets in conjunction with the distribution of Branded Devices. The names "Mozilla", "Firefox" and "Firefox OS" identifies Mozilla's brand and represents Mozilla's values and ideals. This document may be updated from time to time by Mozilla to reflect current requirements.

Tier	Unbranded "White Label" Device	"Powered by: Firefox OS"
Brand Assets available	None. You may refer to operating system as "B2G" but may not use Firefox or Firefox OS name. Example: "[Device name] runs the B2G operating system."	Powered by Firefox OS Brand Assets available as further described in the Brand Kit.
Your use cases	Devices utilizing the code but requiring a maximum amount of flexibility of the operating system	Devices that meet minimum compatibility requirements
Requirements	* Open Source License Compliance (Section 4)	Branded Devices must pass the following requirements: * Open Source License Compliance (Section 4) * Pass the Open Web Device Compliance Review Board (Section 5) * Meet Performance and Compatibility Requirements (Section 5)
Review/approval	None	OWDCRB and self completed review and certification with audit right
Firefox Marketplace and Mozilla services	No services available.	Firefox Marketplace and other Mozilla services available.

1. OVERVIEW

2. DEFINITIONS

- a. **"APIs"** are application programming interfaces that allow other programs, such as web apps, to interact with a given program.
- b. **"Open Web Device Compliance Review Board"** or **"OWDCRB"** means a third party entity created by Mozilla and other third parties to encourage compatibility and performance standards for devices running the B2G operating system. You can find out more about the OWDCRB entity and process as well as begin applying to that process once it is available by visiting <https://www.openwebdevice.org>.
- c. **"Web APIs"** are APIs in B2G that are exposed for access by a web application and does not include private internal facing APIs not exposed for access by a web application.
- d. All other defined terms have the meaning given to them in the Prototype Agreement.

3. BRANDING TIERS

This document describes the requirements for using the Powered by Firefox OS Brand Assets on a device and in marketing. The guidelines for use of the applicable brand features are described in the Brand Kit.

a. **"Powered by Firefox OS"**

Should you wish to use the Powered by Firefox OS Brand Assets, you must adhere to the following requirements:

- i. Open Source License Compliance (requirements below)
- ii. Performance and Web Compatibility Requirements (see below)

You must follow the Review and Approval Processes described in Section 6.

Once you have met the requirements above and passed the Mozilla Brand Certification Process, you may use the Powered by Firefox OS Brand Assets in the manner described in the Brand Kit. **NOTE:** You may ONLY use the assets described in the Brand Kit and not any of Mozilla's other brand assets or marks.

- b. **White Label/Unbranded devices.** You may choose to simply take the B2G build, available on GitHub at: <https://github.com/mozilla-b2g/B2G> and modify it as needed, without any Mozilla or Firefox branding. Should you decide to make an unbranded device:

- i. **No Marks.** You shall not be entitled to use any Mozilla marks, including Mozilla, Firefox, Firefox OS, or any other trade mark or trade name own or controlled by Mozilla with respect to this type of device.
- ii. **No Services.** You shall not be entitled to preload the Firefox Marketplace or other services provided by Mozilla onto your device or build

4. **OPEN SOURCE LICENSE COMPLIANCE** Your distribution of any open source object or source code must comply with the requirements for each of the open source licenses governing that code. There is more information about the open source in Boot2Gecko available at <https://wiki.mozilla.org/Boot2Gecko/Licensing>.

Mozilla strongly recommends that you get involved in and consider making open source contributions back to the Boot 2 Gecko project. To find out more about how to get involved, please see the following resources:

- i. <https://developer.mozilla.org/en-US/docs/Introduction>
- ii. https://developer.mozilla.org/en-US/docs/Mozilla/Firefox_OS
- iii. http://mozilla.github.io/process-releases/draft/development_overview/
- iv. <https://wiki.mozilla.org/B2G/Architecture>
- v. <https://wiki.mozilla.org/WebAPI>

5. **PLATFORM COMPATIBILITY AND PERFORMANCES** Should you wish to create Branded Devices, you must adhere to the following requirements:

- . **Open Web Device Compliance Review Board** Mozilla, along with operators, chipset manufacturers and other third parties have created an independent organization (called the "Open Web Device Compliance Review Board" or "OWDCRB") to encourage web API compatibility and performance baselines for devices. The OWDCRB is targeted to fully launch in 2014. Once the OWDCRB is launched, in order to create Branded Devices using either tier, your device must first pass the OWDCRB.

You can learn more and start the OWDCRB process by visiting <https://www.openwebdevice.org>

- i. **Minimum Hardware Requirements** All Branded Devices must meet the following minimum hardware and software requirements:
 1. Hardware (for "**Firefox OS**" 1.x):
 - a. CPU: Minimum 1GHz, single-core, equivalent to ARM Cortex A7 processor
 - b. Storage:
 - i. General purpose device: minimum 512MB on-board
 - ii. Mobile phone: total storage 4GB, minimum on-board 512MB
 - c. System RAM: 128MB
 - d. If the device has or is capable of having a visual display:
 - i. If the device is a mobile device:
 1. Display: 262k color, HVGA (480x320) capacitive multi-touch display (minimum two points)
 2. GPU: WebGL-capable GPU capable of rendering H.264 video at 30FPS
 3. Hardware Buttons: Home, Power, Volume up, Volume down. Back, Menu, and Search hardware buttons may NOT be present on a Firefox OS Co-branded.
- ii. **Web API Compatibility**
 0. **Requirement**

Because the cross compatibility of Firefox OS is critical to the success of the platform, without obtaining prior written approval from Mozilla, you will not remove or modify any default functionality regarding the compatibility of web sites, Web APIs and web applications in Branded

Devices.

Mozilla welcomes innovation across the open source Firefox OS platform. You may add Web APIs but we encourage you to review documentation first to make sure you need to add them and to engage with us in standardizing APIs.

1. **Clarifications**

The following are further clarifications regarding the foregoing requirement:

- a. You must not add, remove or modify any APIs found in files in Branded Devices which are exposed to web content, including certified, privileged or regular apps and general web pages. For example:
 - i. You must not modify APIs declared in files with "idl" or "webidl" extensions.
 - ii. You must not add, remove, or modify HTML elements and their attributes, other Web languages such as SVG and MathML, CSS properties, application manifests, permissions, and any other similar functionality available to web pages and applications.
 - b. You must not modify the default user agent string and will ensure the Gecko user agent string is accurate to the appropriate version of Gecko. More information may be found here:
 - i. https://wiki.mozilla.org/B2G/User_Agent/Partner_Changes_Policy
 - ii. https://developer.mozilla.org/en-US/docs/Gecko_user_agent_string_reference
 - c. You will not modify the behavior of existing Web APIs. For example, you will not change the semantics of a function or its side effects.
 - d. You will not remove any functionality found in existing Web APIs (such as removing media formats, HTML elements, DOM properties or methods, etc.) or any Web APIs themselves.
 - e. You will not add any behaviors to existing Web APIs.
- iii. **Ongoing Compatibility through Updates** You will ensure that Branded Devices are provided with the following update requirements for a period of at least 1 year (or longer if required by applicable law) from the first commercial launch date of each applicable such device:
0. Mozilla will release source code for upgrades and updates, including any security fixes, according to the release schedule and process it generally uses for software development. For each such update or upgrade, you will comply with the update testing, certification and deployment schedule set forth in **Appendix 1**. All updates will be made available by Mozilla in source code form and you will complete all builds into executable form. For any update deployed by you, you will give end users notice and choice over whether to accept such update, including without limitation by the

end user enabling default updating. This requirement shall survive any termination or expiration of the License Agreement.

- iv. **Compatibility through not modifying permission architecture or data management features.** You will not make modifications to Branded Devices in such a way that any security or data management feature (or their respective default configurations) are changed, including:
0. Branded Devices must implement the permission model and trust levels documented here:
 - a. https://developer.mozilla.org/en-US/docs/Mozilla/Firefox_OS/Security/Security_model
 - b. https://developer.mozilla.org/en-US/docs/Mozilla/Firefox_OS/Security/System_security
 1. Branded Devices must gate access to Web APIs by appropriate permission checks. Current permissions checks are documented here:
 - a. https://developer.mozilla.org/en-US/docs/Web/Apps/App_permissions
 2. Applications that are pre-installed on the devices that are derived from the Firefox Marketplace should ship with the app signing certificate provided for Firefox Marketplace and pre-installed applications that do not derive from the Firefox Marketplace must not use the Firefox Marketplace signing certificate.
 3. You must not modify the operation of the following features in Branded Devices:
 - a. Do Not Track flag
 - b. The user-controlled clearing of application data (including, without limitation, for any pre-installed applications)
 - c. The default operation of any Mozilla services integrated into the Branded Devices (such as update data pings and crash reporting).
 4. You will not introduce any spyware or malware into Branded Devices. Additionally, you will not use other means, without an end user's consent, for you or any third parties to access a user's personal information.
 5. You will not make any modifications to Branded Devices that would cause the Firefox OS privacy policy (available at <http://www.mozilla.org/en-US/privacy/policies/firefox-os/>) or the Firefox Marketplace Privacy Policy (available at <https://marketplace.firefox.com/privacy-policy>), in each case as modified from time to time, to no longer be accurate.

6. REVIEW PROCESS; AUDIT

. Of Devices/Builds.

- . You shall complete the OWDCRB certification process available at <https://www.openwebdevice.org>.
- i. You shall complete the Powered by Firefox OS Self Certification Checklist and the Powered by Firefox OS Testing Suite and shall submit such both of the same along with a sample of the device being branded together with mocks of final packaging to:
Thomas Ho

4F-A1, No.106, Sec.5, Xinyi Rd.
Xinyi Dist., Taipei City 11047
TAIWAN
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- a. **Of marketing.**
 - . You may only use the Powered by Firefox OS Brand Assets provided in the Brand Toolkit in the manner described therein **with no modifications**. Questions regarding the Brand Toolkit may be directed to fxos-cert@mozilla.com.
7. **Audit.** Mozilla shall have the right to audit your compliance with this Agreement. Mozilla shall advise you of any non-conformity with these Firefox OS Requirements for Distribution, and you will promptly update the Branded Devices to resolve such non-conformity. Mozilla has the right to take all action that it deems necessary to ensure that your activities under and uses of the Mozilla Marks are consistent with the reputation for quality and prestige of products bearing the Mozilla Marks, including any quality standards.