**0DIN MASTER SERVICES AGREEMENT**

This Agreement was last updated on June 30, 2025.

This Master Services Agreement ("Agreement") governs Customer's (as defined herein) acquisition and use of the Services (as defined herein) provided by Mozilla Corporation ("Mozilla"). Capitalized terms have the definitions set forth herein. Mozilla and Customer may be referred to as "party" or "parties" hereunder.

Any individual accepting this Agreement on behalf of a company or other legal entity represents that they have the authority to bind such entity and its Affiliates (as defined herein) to this Agreement. Mozilla's direct competitors are prohibited from accessing the Services, except with Mozilla's prior written consent.

By accepting this Agreement, by (1) clicking to accept, (2) entering into ordering documentation that references this Agreement, or (3) using the Services, Customer agrees to the terms of this Agreement.

This Agreement is effective between Customer and Mozilla as of the date of Customer's accepting this Agreement (the "Effective Date").

1.    Definitions

The following capitalized terms will have the following meanings whenever used in this Agreement.  Certain definitions are defined elsewhere in the Agreement.

1.1.   "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2.   "Customer" means the company or other legal entity that is identified as Customer in a SOW (as defined herein) hereunder, or that otherwise accepts this Agreement.

1.3.   "Customer Data" means electronic data and information submitted by or for Customer to the Services.

1.4.   "Documentation" means the applicable product documentation made available by Mozilla to Customer regarding the Services including the product description pages for the Services available at www.0din.ai/products/datasheets as updated from time to time.

1.5.   "Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.6.   "Services" means the products and services ordered by Customer and made available by Mozilla under this Agreement and one or more applicable SOW(s), as described in the Documentation. Services provided by Mozilla to Customer may include (1) SaaS subscriptions whereby Customer is granted access to certain services via an online portal for a specified period of time, (2) on-prem software licenses whereby Customer is granted a license to download and install certain software and use it for a specified period of time, and/or (3) professional services, co-marketing services, support services, and/or training services, in each case as set forth in the applicable SOW. Mozilla may make additional products or services available as Services from time to time, and may provide additional Documentation describing such Services. Customer shall only be entitled to access or use such Services as set forth in the SOW(s) entered into by Customer.

1.7.   "SOW" means an order form, statement of work, or other ordering documentation entered into between the parties, including paper and/or electronic ordering documentation and/or online ordering portals and/or websites. One or more initial SOW(s) will be entered into together with this Agreement, on or about the Effective Date.

1.8.   "User" means an individual who is authorized by Customer to use a Service for Customer's internal business purposes. Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business, accessing the Services for Customer's internal business purposes.

2.   Mozilla's Provision of the Services

2.1.   Provision of Services. Mozilla will make the Services available to Customer in accordance with this Agreement, the Documentation, the applicable SOW(s), and laws and government regulations applicable to Mozilla's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation, the applicable SOW(s), and laws and government regulations applicable to Customer's use of the Services.

2.2. Protection of Customer Data. Mozilla will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). To the extent any personal information is included in the Customer Data, Mozilla will process such information as set forth in the 0DIN Privacy Notice available at https://0din.ai/privacy as updated from time to time.

2.3. Mozilla Personnel. Mozilla will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Mozilla's obligations under this Agreement, except as otherwise specified in this Agreement.

3. Customer's Use of Services.

3.1. Use of the Services. During the term of each SOW, Customer may access and use the Services described in such SOW pursuant to the terms of this Agreement and the SOW.

3.2. Usage Limits. Services are subject to usage limits specified in SOWs. If Customer exceeds a contractual usage limit, Mozilla may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Mozilla's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute SOW for additional quantities of the applicable Services promptly upon Mozilla's request, and/or pay any invoice for excess usage in accordance with the "Fees and Payment" section herein.

3.3. Usage Restrictions. Customer will not, and will not engage or enable any third party to: (a) make available any Service, or any materials obtained through any Service, to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an SOW or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, or use a Service together with materials (including assets or AI models) that Customer neither owns nor has explicit permission to use with the Service, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Mozilla intellectual property except as permitted under this Agreement, an SOW, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (j) engage in web scraping or data scraping on or related to the Services, or (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, (4) determine whether the Services are within the scope of any patent, or (5) monitor its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.4. Customer Responsibilities. Customer will (a) be responsible for Users' (and Affiliates' if applicable) compliance with this Agreement, Documentation and SOWs, (b) be responsible for the accuracy, quality, completeness, and legality of Customer Data (including any assets or AI models submitted by Customer to any Services as well as configuration data including targets, endpoints, and credentials), the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services (including by safeguarding its own user accounts, API tokens, access credentials, and network security controls, and ensuring that only authorized personnel access the Services) and will notify Mozilla promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, SOWs and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that in Mozilla's judgment threatens the security, integrity or availability of Mozilla's services, may result in Mozilla's immediate suspension of the Services, however Mozilla will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.5. Customer Best Practices. Customer acknowledges and agrees that to ensure the best performance of the Service, Customer must comply with these best practices, that failure to do so may result in a degradation of the Service received, and that Mozilla shall not be responsible for any such degradation: (a) for any Services that are on-prem licenses, Customer must provide and maintain an adequate host environment (container runtime, compute, storage, and network connectivity) for the Services, including mounting persistent storage and applying Mozilla-supplied updates (e.g. patches and data updates) within a reasonable time; (b) for any Services that are SaaS subscriptions, Customer must maintain reliable internet access to reach the Services, including any dashboards and APIs as applicable; (c) for any Services that are professional services, Customer will make required personnel available, supply requested materials, and participate in scheduled training or integration sessions to enable Mozilla to deliver the agreed outcomes.

3.6. Customer Data Submitted to the Services: For any Services that are SaaS subscriptions or professional services, Customer must not submit any Customer Data that contains personal health information or credit card information; Customer agrees and acknowledges that with respect to Services that are SaaS subscriptions and professional services such Services are neither HIPAA compliant nor PCI DSS compliant. For any Services that are on-prem licenses, Customer should determine what data to utilize with the Services based on the certifications and protections Customer has for Customer's systems; Customer must comply with applicable law in its use of all Services.

3.7. Affiliates. Customer may order Services for use by its Affiliates, and Affiliates may enter into SOWs to order Services hereunder directly. In either case, the licenses granted to Customer under this Agreement will apply to such Affiliates, provided that (a) by entering into a SOW hereunder, an Affiliate agrees comply with the terms of this Agreement as if it were Customer hereunder, (b) Customer, and not its Affiliates, will have the sole right to enforce this Agreement against Mozilla, and (c) Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

4. Fees and Payments.

4.1. Fees, Invoicing, and Payment. Fees. Mozilla will charge, and Customer will pay, the amounts specified in each SOW. Except as otherwise specified (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant SOW term. Mozilla will invoice Customer in advance and otherwise in accordance with the relevant SOW. Unless otherwise stated in the SOW, invoiced fees are due net 30 days from the invoice date and all payments will be made in US dollars. Customer is responsible for providing complete and accurate billing and contact information to Mozilla and notifying Mozilla of any changes to such information.

4.2. Overdue Charges. If any invoiced amount (not subject to a good faith dispute which Customer is diligently working to resolve) is not received by Mozilla by the due date, then without limiting Mozilla's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (b) for amounts 30 or more days past due Mozilla may suspend Services until such amounts are paid in full, and/or (b) Mozilla may condition future purchases on payment terms shorter than those specified herein, provided that Mozilla will give at least 10 days prior notice and will work with Customer in good faith before suspending Service.

4.3. Taxes. Mozilla's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Mozilla has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Mozilla will invoice Customer and Customer will pay that amount unless Customer provides Mozilla with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Mozilla is solely responsible for taxes assessable against it based on its income, property and employees.

5. Intellectual Property.

5.1. Ownership of the Services. Mozilla retains all right, title and interest in and to the Services (and any derivatives, modifications, enhancements or improvements thereto including information or data regarding the interaction between Mozilla's products and services and Customer Data such as performance logs, metadata and bug fixes) including without limitation, any technology, software, content, materials, as well as all intellectual property rights in and thereto. This Agreement does not grant Customer any intellectual property license or rights in or to the Services or any of its components, except to the limited extent that such rights are necessary for Mozilla's provision of the Services as contemplated herein. Mozilla retains all rights not expressly granted herein. Customer receives no title to or ownership of any copy of the Services or the Services themselves. Furthermore, Customer receives no rights to the Services other than those specifically granted herein.

5.2. License by Customer to Mozilla. Customer grants Mozilla, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Mozilla to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. Subject to the limited licenses granted herein, Mozilla acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data or such program code.

5.3. Feedback. Customer or Users may in their sole discretion provide Mozilla with suggestions, enhancement requests, recommendations, corrections, or other feedback relating to the operation of Mozilla's or its Affiliates' services ("Feedback"). Customer grants Mozilla a worldwide, irrevocable, perpetual, royalty-free license to use, disclose, modify, reproduce, license, incorporate into services, and distribute any Feedback, with the right to sublicense the foregoing rights, for or in any product, technology, service or documentation without any accounting to Customer. Any such Feedback is provided "AS IS" and without any express or implied warranty.

5.4. Data Ownership and License. Mozilla recognizes and agrees that Customer possesses and retains all rights, title, and interest in and to Customer Data, and Mozilla's use and possession thereof is solely on Customer's behalf. Customer hereby grants Mozilla a worldwide, non-exclusive, royalty-free license to access, reproduce, use, modify, create derivative works of and otherwise manage Customer Data during the Term solely as necessary to operate, improve and provide the Services.

6. Confidentiality.

6.1. Confidentiality Obligations. "Confidential Information" means any non-public, confidential, or proprietary information, including, without limitation, any work that may be the subject matter of copyright or patent protection, data, business plans, advertising and marketing, customer lists, pricing, or methodologies, formulae, algorithms, designs, models, drawings, computer programs, processing systems and techniques, or source codes that is disclosed by one party (the "Discloser") to the other party (the "Recipient") in connection with this Agreement, whether in tangible or intangible form, that is clearly identified as confidential or, that by its nature and the circumstances of disclosure, should be reasonably considered confidential. The Recipient will hold and protect the Confidential Information of the Discloser in confidence and with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive confidential information. The Recipient will use the Confidential Information of the other solely in connection with the performance of its obligations under this Agreement. The Recipient will restrict disclosure of and access to Confidential Information to its employees, agents, and representatives ("Representatives") with a need-to-know such information in order to perform its obligations under this Agreement. Representatives will be under obligations of confidentiality at least as restrictive as those herein. Each party will require its Representatives, including any authorized subcontractors, to comply with the confidentiality obligations set forth herein and will be liable for any failure by its Representatives to so comply.

6.2. Exceptions to Confidentiality Obligations. Notwithstanding the foregoing, Confidential Information will not include information that (a) was in the public domain prior to the Effective Date or subsequently came into the public domain through no fault of the Recipient; (b) was lawfully received by the Recipient from a third party free of any obligation of confidence; (c) was already in the lawful possession of the Recipient prior to receipt from the Discloser; (d) is required to be disclosed by law, provided that the Recipient seeking disclosure provides prior written notice of such disclosure to the Discloser, if lawfully permissible, and takes all reasonable and lawful actions to avoid or minimize the extent of such disclosure; or (e) the Recipient can show by documentary evidence was subsequently and independently developed by its own Representatives without use of or reference to the Confidential Information of the Discloser.

6.3. Return of Confidential Information. The Recipient will return to the Discloser or destroy all Confidential Information of the Discloser in the Recipient's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Discloser. Upon written request, the Recipient will certify in writing signed by an officer of the Recipient that it has fully complied with its obligations under this "Return of Confidential Information" section.

6.4. Residuals. A Representative may use Residuals (as defined herein) retained in their unaided memory for any purpose that does not violate the obligations of confidentiality set forth herein. The ability to use Residuals (a) is narrowly construed, (b) is intended only to alleviate the possibility of inadvertent breach of this Agreement as a result of routine, unaided memory retention, and (c) does not allow Recipient to use or disclose information known to Recipient to be Confidential Information that is subject to this Agreement. This does not grant to either party a license under the other party's copyrights, patents, or other intellectual property rights. In the context of this Agreement, "Residuals" means information that is retained, as general knowledge and experience, in a Representative's unaided memory (i.e. the Representative has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it) who received Confidential Information in accordance with the terms of this Agreement and no longer has access to it.

6.5. Confidentiality of Agreement. Neither party will disclose any terms of the Agreement or any attachment, exhibit, amendment, or SOW hereto, to anyone other than its attorneys, accountants, and other professional advisors except (a) as required by law, (b) pursuant to a mutually agreeable press release, or (c) in connection with a contemplated transfer of such party's business permitted under this Agreement (provided that any third party to whom the terms are to be disclosed is under an obligation of confidentiality consistent with this Agreement).

6.6. Equitable Relief. Each party agrees that a breach by the other party of the "Confidentiality" section of this Agreement may cause the non-breaching party irreparable harm for which monetary damages would not be adequate compensation. In the event of such breach, the non-breaching party is entitled to seek equitable relief without posting a bond.

7. Warranties; Disclaimer

7.1. Mutual Warranties. Each party represents and warrants to the other that: (a) it has all rights, powers, registrations, permissions and authority to enter into this Agreement and perform all of its obligations hereunder; (b) when executed

and delivered, this Agreement will constitute its legal, valid and binding obligation enforceable against it in accordance with its terms; and (c) it will comply with all applicable laws, rules and regulations in the performance of its obligations hereunder.

7.2. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," AND MOZILLA MAKES NO OTHER WARRANTIES, GUARANTEES, CONDITIONS, OR REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, CONCERNING THE SERVICES, OR ANY PORTION THEREOF (INCLUDING AS TO THE VALIDITY OR ACCURACY OF ANY DATA OR RESULTANT REPORTS). MOZILLA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MOZILLA MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8. Mutual Indemnification.

8.1. Indemnification by Mozilla. Subject to the "Indemnification Procedure" section below, Mozilla will defend Customer, its Affiliates, and Customer's and its Affiliates' officers, directors, and employees against any claim, demand, suit or proceeding made or brought against Customer by a third party arising out of or relating to any claim that the Services infringe, misappropriate, or violate any copyright, trademark, trade secret, privacy, publicity or other intellectual property or proprietary right of any person or entity, or are libelous, defamatory or fraudulent, and will indemnify Customer and its Affiliates and their respective officers, directors, and employees from reasonable attorney fees and court costs and damages finally awarded against Customer as a result of, or amounts paid by Customer under a settlement for, such a claim. Indemnified claims do not include, and Mozilla's obligations in the preceding sentence do not apply to any claim to the extent that it arises out of or relates to (a) Customer Data including a combination of Customer Data with the Service if such claim would not arise but for such combination, or (b) Mozilla's creation or modification of the Services in compliance with specifications furnished by Customer.

8.2. Indemnification by Customer. Subject to the "Indemnification Procedure" section below, Customer will defend Mozilla, its Affiliates, and Mozilla's and its Affiliates' officers, directors, and employees against any claim, demand, suit or proceeding made or brought against Mozilla by a third party arising out of or relating to: (a) a claim that Customer's combination or configuration of the Services infringes or misappropriates such third party's patent, copyright, trademark, or other intellectual property rights, (b) Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or SOW, or (c) any Customer Data or Customer's use of Customer Data with the Services and will indemnify Mozilla and its Affiliates and their respective officers, directors, and employees from reasonable attorney fees and court costs and damages finally awarded against Mozilla as a result of, or amounts paid by Mozilla under a settlement for, such a claim.

8.3. Indemnification Procedure. The party seeking indemnity will provide prompt notice of any Claim to the other party and reasonably cooperate with the other party's defense. The indemnifying party will have control of the defense of any indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided: (i) if the indemnifying party fails to assume the defense on time to avoid prejudicing the defense, the indemnified party may defend the indemnified Claim, without loss of rights pursuant to this "Mutual Indemnification" section until the indemnifying party assumes the defense; and (ii) the indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it to admit wrongdoing or liability or subjects them to any ongoing affirmative obligation.

8.4. Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

9. LIMITATION OF LIABILITY.

9.1. CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9.2. LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE GREATER OF (A) THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO MOZILLA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY; OR (B) $1,000.00, PROVIDED THAT, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY BREACHES OF ITS OBLIGATIONS UNDER THE "CONFIDENTIALITY" SECTION, AND THE "MUTUAL INDEMNIFICATION" SECTION COLLECTIVELY SHALL NOT EXCEED THE GREATER OF (A) THREE TIMES THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO MOZILLA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY; OR (B) $50,000.00. THE TOTAL AGGREGATE LIABILITY LIMITATIONS IN THIS SECTION APPLY EVEN IF THERE ARE MULTIPLE CLAIMS.

10. Term and Termination.

10.1. Term.  The term of this Agreement ("Term") will start on the Effective Date and will continue for a period of twelve (12) months.  Thereafter, it will automatically renew for successive twelve (12) month periods unless either party refuses such renewal by written notice thirty (30) or more days before the end of the current term.  Notwithstanding the foregoing, if the term of a SOW is in progress and not yet complete when the Term is due to expire, the Term is deemed extended until the SOW is complete, unless otherwise terminated hereunder.

10.2. Termination for Cause.  Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to correct the material breach within thirty (30) days of receiving written notice of material breach and demanding its cure.  Either party may terminate this Agreement immediately upon notice if the other party materially breaches the provisions of the "Confidentiality" section. Either party may terminate this Agreement immediately upon delivery of written notice if the other party becomes insolvent or subject to any proceedings under any bankruptcy or insolvency law, makes a general assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, is dissolved or liquidated or takes corporate action for such purpose, or suffers any similar action in consequence of debt.

10.3. Effect of Termination. Upon termination of this Agreement for any reason, Customer will cease use of the Services and pay for the Services provided by Mozilla through the date of termination, if not already paid for.

10.4. Survival.  The following provisions will survive termination of this Agreement: (a) any obligation of Customer to pay for Services rendered before termination; (b) "Fees", "Feedback", "Confidentiality", "Mutual Indemnification", "Limitation of Liability"; and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

11. General Provisions.

11.1. Governing Law; Dispute Resolution.  This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its principles or rules of conflicts of laws.  Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including, without limitation, the determination of the scope or applicability of this agreement to arbitrate, will be determined by arbitration in San Francisco, California before one (1) arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. The parties will maintain the confidential nature of the arbitration proceeding and award, including, without limitation, the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an arbitration award or its enforcement, or unless otherwise required by law or judicial decision. Judgment on the arbitration award may be entered in any court having jurisdiction. This Section will not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

11.2. Notices.  All notices and any communications provided for herein will be in writing addressed to the address set forth in the SOW or otherwise provided by one party to the other and will be deemed validly given or served (a) upon personal delivery, or (b) one day after being sent by a recognized express courier service that maintains records of receipt.

11.3. Independent Contractors. The status of the parties to this Agreement is that of independent contractors. Neither party has authority to waive any rights, assume or create any obligation, or make representations of any kind in the name of, or on behalf of, the other party or state that it has the authority to do so. Neither party intends to establish a partnership, joint venture, agency, employment, or other similar relationship. Each party is solely responsible for the management and supervision of its own employees.

11.4. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

11.5. Future Functionality. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Mozilla regarding future functionality or features.

11.6. Publicity and Customer List.  Neither party will make any public statement, press release, presentations, or other announcements relating to the existence of this Agreement or the terms herein, nor shall either party use the other party's name, trademark, or logo, without the other party's prior written consent unless expressly permitted herein. Customer authorizes Mozilla to use Customer's name and, subject to any trademark usage guidelines provided by Customer, its primary logo on Mozilla's public customer list.

11.7. Technology Export. Customer will not: (a) permit any person to access or use the Services in violation of any U.S. law or regulation; or (b) export any software provided by Mozilla or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the Services in, or export such software to, a country subject to a United States embargo.

11.8. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.9. Assignment and Binding Effect.  This Agreement is binding upon the parties and their respective successors and permitted assigns.  Neither party may assign or otherwise transfer this Agreement without the prior written consent of the other party and any attempt to so assign or transfer this Agreement without such consent will be void and of no effect; provided, however, that each party may assign this Agreement to a parent or subsidiary or to a successor, whether by way of merger, sale of all or substantially all of its assets or otherwise.  Without limiting the generality of the foregoing, Mozilla may assign this Agreement to its affiliated company Mozilla Corporation.

11.10.    Force Majeure.  Neither party will be liable for any delay or failure to perform its obligations hereunder due to (a) force majeure (including, without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, civil unrest, governmental action, labor conditions, earthquakes, changes in data protection laws, or any other cause).  Notwithstanding the foregoing, the parties hereby agree that to the extent either party is unable to comply with its obligations under this Agreement as a result of the occurrence and continuance of an event of force majeure for a period in excess of sixty (60) days, this Agreement may be terminated by written notice of either party.

11.11.    Severability.  If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be illegal, invalid or unenforceable, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable or the parties will negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original intention; and the validity and enforceability of the other provisions of this Agreement will not be affected.

11.12.    Waiver.  Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement will not be deemed a waiver of that or any other term, covenant or condition of this Agreement.

11.13.    Entire Agreement; Amendment, Order of Precedence.  This Agreement and any amendments hereto may be executed in one or more counterparts and, together with any exhibits, attachments, or SOWs entered into hereunder, constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.  This Agreement (including its Exhibits), in whole or part, may be changed, modified, waived, amended or supplemented only in writing as mutually agreed between the parties. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Mozilla's ordering documentation) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable SOW, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.