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MOZILLA HUBS CLOUD AGREEMENT
(For Hubs Cloud as specially packaged for AWS, "**Hubs Cloud for AWS**")

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING HUBS CLOUD FOR AWS. BY USING HUBS CLOUD FOR AWS, CUSTOMER SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE HUBS CLOUD FOR AWS.

This Mozilla Hubs Cloud Agreement is between the Customer and Mozilla Corporation ("**Mozilla**"). "**Customer**" means the person or entity acquiring the right to access and use Hubs Cloud for AWS. Customer agrees to the following in consideration of receiving the right to use and access Hubs Cloud for AWS, which is software specially packaged in a CloudFormation template for use on AWS.

1. Licenses

1.1 Open Source. Much of the underlying software of Hubs Cloud for AWS is subject to and licensed under the Mozilla Public License v 2.0 (https://www.mozilla.org/en-US/MPL/2.0/, "MPL"), and any other associated open source licenses as provided with and/or in Hubs Cloud for AWS.

1.2 License to Non-Open Source. With respect to the non-open source software provided as part of Hubs Cloud for AWS ("**NOS Software**"), subject to the terms and conditions of this Agreement, Mozilla grants Customer a non-exclusive, non-sublicensable license to install and use the NOS Software solely within and for Customer's AWS implementation of Hubs Cloud for AWS during the term of this Agreement.

2. Updates and Limited Support

2.1 Updates. Mozilla may release updates from time-to-time for Hubs Cloud for AWS. Such updates will be made available to Customer via the Mozilla Hubs Cloud Package Repository, and all updates shall be considered part of Hubs Cloud for AWS and licensed to Customer as set forth herein.

2.2 Limited Support. Limited support may be available by emailing Mozilla at the email address provided via the AWS Marketplace. Confidential information should not be sent to this email address. Additional support may be available through the Hubs Cloud community via Discord.

2.3 Notices and Changes to Agreement. Mozilla may from time to time provide notices of new features or other information relating to Hubs Cloud for AWS at https://hubs.mozilla.com/cloud ("**Mozilla Hubs Cloud Page**"). In addition, Mozilla may amend any of the terms and conditions contained in this Agreement in its sole discretion. Changes to this Agreement will be effective thirty (30) days after Mozilla first posts such changes/updated Agreement on the Mozilla Hubs Cloud Page. Customer is responsible for reviewing the Mozilla Hubs Cloud Page and informing itself of all applicable notices and Agreement changes.

3. Fees and Payment

Fees and payment of fees for Hubs Cloud for AWS are identified and handled through the AWS Marketplace.

4. Customer Hubs Platform

4.1 Customer Responsible. Hubs Cloud for AWS is a real-time communications platform for virtual reality, augmented reality, desktop, laptop and mobile that enables users to transmit, edit and create content. As between the parties, Customer, and not Mozilla, is solely responsible for the implementation of Hubs Cloud for AWS by Customer ("**Customer Hubs Platform**"), and any use by Customer or others of the Customer Hubs Platform and any content transmitted, edited or created via the Customer Hubs Platform by Customer or Customer Hubs Platform users. Customer has no right or license to use any Mozilla trademarks, and Customer must not indicate, expressly or otherwise, that the Customer Hubs Platform is being provided by Mozilla, in whole or in part. Without limiting the generality of the foregoing, Customer may not use 'Hubs' as part of the Customer Hubs Platform name.

4.2 Compliance With Laws. Customer acknowledges that depending upon the jurisdiction where Customer makes the Customer Hubs Platform available, and the end users the Customer Hubs Platform is made available to, Customer and the Customer Hubs Platform may be subject to certain laws and regulations. It is Customer's responsibility to ensure that it is aware of any laws and regulations that may apply to Customer Hubs Platform, and as between Customer and Mozilla, Customer is solely responsible for ensuring the Customer Hubs Platform is in full compliance with all laws and regulations.

4.3 Customer Indemnity. Customer agrees to defend, indemnify and hold harmless Mozilla, and its respective parent and affiliate companies, contractors, contributors, licensors, partners, directors, officers, employees and agents ("Indemnified Parties") from and against any and all third party claims and expenses, including attorneys' fees, arising out of or related to Customer Hubs Platform. This includes, but is not limited to, claims and expenses relating to any content transmitted, edited, or created using Customer Hubs Platform.

4.4 Feedback. Customer may voluntarily provide Mozilla with feedback (ideas, comments or suggestions relating to Hubs Cloud for AWS) from time to time in connection with Hubs Cloud for AWS. Mozilla may use any such feedback for any purpose, including incorporating the feedback

into, or using the feedback to develop and improve Hubs Cloud for AWS and other Mozilla offerings without attribution or compensation. Customer grants Mozilla a perpetual, irrevocable and non-exclusive license to use all feedback for any purpose.

5. Termination

5.1 Termination for Cause. Either party may terminate this Agreement by written notice to the other party if (a) the other party materially breaches this Agreement, and does not cure the breach within thirty (30) days after written notice, or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5.2 End of Term. Depending upon how Customer is purchasing Hubs Cloud for AWS via the AWS Marketplace, this Agreement will terminate at the end of the period/term for which Customer is paying for Hubs Cloud for AWS via the AWS Marketplace.

5.3 Effect of Termination; Survival. Sections 4, 6, 7 and 8 will survive any termination of this Agreement.

6. Representations and Warranties

6.1 Warranties. Mozilla represents and warrants that it has the authority to enter into this Agreement. Customer represents and warrants that (a) it has the authority to enter into this Agreement, and (b) its use of Hubs Cloud for AWS will comply with all applicable laws, and it will not use or knowingly allow the Hubs Cloud for AWS to be used for any illegal activity.

6.2 Warranty Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE HUBS CLOUD FOR AWS IS PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND MOZILLA DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. MOZILLA DOES NOT REPRESENT OR WARRANT THAT HUBS CLOUD FOR AWS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE OR COMPLETE OR COMPLY WITH REGULATORY REQUIREMENTS, OR THAT MOZILLA WILL CORRECT ALL ERRORS.

6.3 Not For Use In Critical Applications. Hubs Cloud for AWS has not been tested in all situations under which it may be used. Mozilla will not be liable for the results obtained through use of Hubs Cloud for AWS and you are solely responsible for determining appropriate uses for Hubs Cloud for AWS and for all results of such use. In particular, Hubs Cloud for AWS is not specifically designed, manufactured or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft control, navigation, or communication systems (c) weapons systems, (d) direct life support systems (e) or other similar hazardous environments.

7. Limitations

7.1 DISCLAIMER OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR CUSTOMER'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOZILLA'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (I) US$1,000.00, OR (II) THE TOTAL FEES RECEIVED BY MOZILLA WITH RESPECT TO CUSTOMERS PURCHASE OF THE LICENSE TO THE CUSTOMER HUBS PLATFORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY.

8. Miscellaneous

The validity, construction, and performance of this Agreement will be governed by the substantive laws of the State of California without regard to the conflicts of law provisions thereof. The exclusive jurisdiction and venue for actions relating to the subject matter of this Agreement shall be the California state and U.S. federal courts having jurisdiction in Santa Clara County, California, and the parties expressly consent to the jurisdiction of such courts. Notwithstanding the foregoing, Mozilla may seek injunctive relief in any court or tribunal of competent jurisdiction to prevent or stop any breach by Customer. Each party agrees to comply with all applicable laws in the course of carrying out this Agreement, including but not necessarily limited to U.S. export laws and regulations. In the event any arbitrator, or court or tribunal of competent jurisdiction determines that any term or provision of this Agreement is unenforceable, such provision shall be enforced to the maximum extent permitted by law and all other terms and provisions shall remain in full force and effect. Customer shall not assign or otherwise transfer, any rights or responsibilities set forth in this Agreement; provided, however, that Customer may assign this Agreement (i) to the surviving entity in the event of a merger, consolidation, change of control, or sale of all or substantially all of Customer's securities or assets, or (ii) to an affiliated entity. Any attempted assignment in violation of this provision shall be null and void. Neither party's failure to exercise any right under this Agreement shall be deemed a waiver of such right. Except as otherwise expressly set forth in this Agreement,

all financial and other obligations and costs associated with each party's business and activities under this Agreement are the sole responsibility of such party. This Agreement represents the entire understanding and agreement between the parties as to the matters set forth herein, and supersedes all prior communications, written and oral, relating to the subject matter of this Agreement. Except as set forth in Section 2.3, this Agreement may only be modified by a writing signed by an authorized representative of each party.