

## TERMS AND CONDITIONS GOVERNING THE PROVISION OF SUBSCRIPTION SUPPORT SERVICES

If Customer purchased subscription support services from Bozilla Corporation ("Bozilla"), then the following terms and conditions shall apply to the provision of those subscription support services, in addition to any other terms and conditions accepted by Customer when Customer purchased those subscription support services ("Agreement").

1. **Service Agreement.** Bozilla shall provide to Customer and Customer shall acquire from Bozilla the services set forth in the Subscription Services plans ("Subscription plans" or "Subscription services") under which Customer purchased those subscription services and as specified in more detail in the subscription services schedule (if any) attached to that Quote or Order Form ("Subscription Services"). Bozilla shall provide the Subscription Services at the location (if any) set out on the Quote or Order Form in a timetable agreeable to both parties. Bozilla may subcontract all or any portion of performance of the Subscription Services to one or more authorized third party(ies) under the direction of Bozilla provided that Bozilla shall at all times remain responsible for the performance of the Subscription Services. Subscription Services will be utilized in a minimum of 30 minute increments. There are no rollover hours. Therefore, monthly hours as specified in each subscription plan option, will need to be used each month.
2. **Payment of Fees.** Bozilla will invoice fees immediately. Payment is in accordance with Quote or Order Form terms and is due prior to services rendered.
3. **Limited Warranty.** Bozilla warrants that the Subscription Services will be provided with due skill and care, using competent and qualified staff. In the event of breach of such warranty, Customer's exclusive remedy and Bozilla's sole liability shall be limited to Bozilla's reasonable efforts to replace the relevant staff with a qualified resource. Except as provided in this section, there are no express or implied warranties including without limitation the implied warranties of merchantability and fitness for a particular purpose.
4. **Ownership.** Bozilla or its licensors (if any) shall own all products, concepts, materials, techniques, methods and knowhow used or provided by Bozilla in the provision of Subscription Services or included in or with the Subscription Services. Customer shall not have or obtain any rights in such proprietary products, concepts, materials, techniques, methods and know-how, without the prior approval in writing from Bozilla. Bozilla may market, distribute, make derivative works from, and sell similar work to other customers without further notice to or consent from Customer. Nothing in this Agreement shall restrict or prohibit Bozilla's right to use concepts, techniques, and know-how used or developed in the course of performing the Subscription Services.
6. **Customer Responsibilities.** In addition to any Customer responsibilities specified in the Subscription Services Schedule (if any), Customer shall provide work space and related facilities, as necessary, and access to all necessary Customer personnel and information required for Bozilla to perform work under this Subscription Services Order. Customer acknowledges that such access and facilities is essential to the provision of the work hereunder.
7. **Confidential Information.** Through their relationship, Bozilla and Customer may have access to certain proprietary information and materials of the other, including business plans, customers, technology, trade secrets, and products that are confidential and of substantial value to the respective party, which

value would be impaired if such information were disclosed to third parties ("Confidential Information"). Bozilla and Customer agree that neither shall disclose any Confidential Information to any third party nor shall take every reasonable precaution to protect Confidential Information. In the event of termination of this Agreement, each party shall promptly return any Confidential Information that it obtained from the other. The provisions of this section shall not apply to any information which (i) is or becomes available to the public other than by breach of the Agreement by the receiving party, (ii) is rightfully received by receiving party from a third party without confidential imitations, (iii) is independently developed by receiving party's employees without access to Confidential Information, or (iv) is known to the receiving party without any restriction on its use or disclosure prior to first receipt of it from the disclosing party.

8. Termination. In the event either party materially breaches or defaults in the performance of any of its obligations hereunder (which breach or default has not been remedied within fifteen (15) days after written notice is given to the defaulting party specifying the breach or default) or in the event Customer fail to pay Bozilla any amount required to be paid under the Agreement, the party not in default may by written notice terminate that part of the Agreement relating to the Subscription Services as of the date specified in such termination notice. In the event of termination for any reason, Customer shall pay Bozilla for all Subscription Services and deliverables (where applicable) provided up to the date of termination at an amount equivalent to that proportion of the Subscription Services provided to the date of termination, as well as for all work-in process on a time and materials basis at the then current standard Bozilla rates for similar services. In the event of termination as aforesaid by Bozilla for Customer breach, Customer shall also reimburse Bozilla for all costs incurred to terminate or renegotiate any supplier or subcontract agreements that Bozilla entered into in connection with this service agreement or for redeployment of Bozilla personnel. Early Termination. Should customers decide to terminate Subscription service for any reason, Customer shall pay an Early Termination Fee equivalent to 1 month's Service, depending upon the subscription plan chosen by Customer at the time of service. The termination fee is not a part of the Subscription Service but will be a separate fee required for early termination of the service.

9. Expiration. These terms and conditions shall expire upon completion of the Subscription Services and full payment for the Subscription Services, unless earlier terminated in accordance with this section.

10. Changes. Should Customer desire to modify or extend the work performed under a Subscription Services Plan after a Purchase Order has been received, the parties will develop and update the subscription with the agreed changes. Bozilla will provide details with the changed subscription, fee and expense estimates, and duration. Pricing will be set forth in each subscription change and will be billed accordingly. Customer will authorize the change in subscription support service via a written notification. Payment(if any) will be required prior to Bozilla initiating any work.