**Visage Software, Inc. Terms and Conditions**

Visage is a web-based Service that enables the Subscriber to create visual content of various formats, including but not limited to charts, quotes and statistics, for the purposes of enhanced communication. Some Visage features allow for the use of organization owned content types (“Brand Assets”) including but not limited to fonts, icons, and logo files. Subscribers can save, share, or distribute visual content created in Visage via image files, links, or social media plug-ins.

The following terminology applies to these Terms and Conditions:

“**Subscriber**,” "**Client**," “**You**,” and “**Your**” refers to you, the person accessing this website and/or Service and accepting the Visage terms and conditions.

“**Visage**,” "**The Company**," “**Licensor**,” “**Ourselves**,” “**We**,” and "**Us**", refers to our company, Visage Software, Inc.

“**Party**”, “**Parties**”, or “**Us**”, refers to both the Subscriber and ourselves, or either the Subscriber or ourselves.

“**Services**” and “**Software**” refers to the services and software offered by and through Visage.

“**Agreement**” refers to the Terms of Service specifically.

“**Authorized Agents**” refers to any person or persons as so designated by the Subscriber, who are governed by this Agreement the same as any employee of Subscriber.

“**Defects**” refers to software bugs that prevent registered Subscribers from performing the core functions in which the Service was designed to operate.

“**Brand Assets**” refers to fonts, icons, logo files, image files, and any other format of visual content that is uploaded for use in Visage and either owned by the Subscriber or licensed by the Subscriber from a third party organization.

“**Subscription Tier**” refers to the level of Subscriber access to Visage, or the list of bundled features made available to the Subscriber. Selection of a Subscription Tier is required prior to gaining access to the Service.

1. **Modification of Terms:** Visage expressly reserves the right to unilaterally amend or modify the original terms of this Terms of Service and will provide you with notice of such changes via the email address associated with your account. You will have the option to reject or accept such amended or modified terms and such terms will only apply proactively from the date of the new agreement.
2. **Payments, Taxes, and Refund Policy:** In accordance with the relevant Subscription Tier you select, you agree that you will pay for all services and/or products you purchase through our company and we may charge your payment method for any services or products purchased. You are responsible for the timely payment of all fees and for providing Visage with a valid method of payment for all fees.
3. **Your Account:** As a registered Subscriber of the Services, you may establish an account ("Account"). Do not reveal your Account information to anyone else. You are **solely responsible** for maintaining the confidentiality and security of your Account and for all activities that occur on or through your Account, and you agree to immediately notify Visage of any security breach of your Account. Visage **shall not be responsible for any losses** arising out of the unauthorized use of your Account.
4. **Privacy Policy:** We are committed to protecting your privacy in adherence with the Visage Privacy Policy. We review our systems and data to ensure the best possible service to our customers. If you have any questions or concerns about Visage’s Privacy Policy or data processing, or if you would like to make a complaint about a possible breach of local privacy laws, please contact us at [info@visage.co](mailto:info@visage.co).
5. **Content Availability and Uptime:** Visage expressly reserves the right to change or modify any content offered through the software without notice. For further information or concerns about changes or modifications to the offered services or eligibility of specific features please contact [info@visage.co](mailto:info@visage.co). During the Term of this Agreement, we will use commercially reasonable efforts to make the Software available with an annual uptime percentage of at least 99.9% during any full calendar year. In the event that we do not provide annual uptime of at least 99.9%, Subscriber will be eligible to receive a percentage credit that is equal to the percentage of time the Software was not available to the Subscriber. In the event that Visage fails to meet its uptime commitments for three consecutive months, Subscriber shall have the right to terminate the Agreement and receive a refund of any pre-paid fees for unused Services.
6. **Usage Rules:** As a Subscriber, you shall be granted a limited, non-exclusive, non-transferable right to use the Software for its intended purposes, stated above in the preamble of this Agreement.

**Your** Subscription grant is further subject to the limitations set forth below and other applicable provisions of this Agreement.

**Limitations**. Your Subscription set forth above herein is subject to the following limitations:

* 1. You shall under no circumstances allow the use or access of the Software, including assignment or sublicensing, to any other person, internal group, external group or entity without obtaining prior express written consent form Visage;
  2. You have no other rights to the Software. You shall not copy, translate, reverse engineer, decompile, or disassemble the Software or the Source Code for any purpose, including but not limited to, the creation of a derivative work, unless expressly authorized in writing by us;
  3. You shall not alter or remove any identification of any copyright, trademark or other proprietary rights notice that indicates the ownership of any part of the our Confidential Information;
  4. You understand and agree that no Subscription or license to the Source Code or object code is granted hereby;
  5. You understand and agree that we may develop Modifications to the Software at your request, either pursuant to this Agreement or a separate consulting services agreement. You acknowledge, understand, and agree that any and all Modifications to the Software, whether or not specifically requested or customized for you, shall be subject to the terms of this Agreement and the specific terms of the Subscription Tier. Visage, at all times, shall own all right, title, and interest in and to the Modifications;
  6. You understand and agree that this Service is solely for use by the individuals specifically authorized and designated via Subscription during the sign-up process provided by Visage.

1. **User-Submitted Content:** The Visage service includes features which allow you to regularly submit content, including but not limited to, data, text copy, fonts, photography, logo files, and other image files. You agree that any use by you of such features, including any materials submitted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct. You also agree that you have obtained all necessary rights and licenses to upload and use said content. You agree to provide accurate and complete information in connection with your submission of any materials on Visage. You understand and agree that material created and published by you using the Service may be visible to those that have the link or unique web address associated with the published work.

Visage has the right, but not the obligation, to monitor any materials submitted by you or otherwise available on the Visage Service, to investigate any reported or apparent violation of this Agreement, and to take any action that Visage in its sole discretion deems appropriate, including, without limitation, termination of Subscription.

1. **Intellectual Property and Copyrighted Material:** You agree that the Visage Services and Software, including but not limited to Visage products, graphics, user interface, audio clips, video clips, editorial content, and the scripts and software code used to implement the Visage Service, contains proprietary information and material that is owned by Visage and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the Visage Service in compliance with this Agreement. No portion of Visage may be reproduced in any form or by any means, except as expressly permitted in these terms. You agree not to modify, rent, lease, loan, sell, or create derivative works based on Visage in any manner, and you shall not exploit Visage in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.
2. **Limited Software Warranty:** We represent and warrant that this Software shall be materially free of Defects and shall perform substantially in accordance with its specifications. We shall use commercially reasonable efforts, during normal business hours, to correct Defects or errors in the software reported in writing to us by you, that are reproducible and verifiable by us. This limited warranty shall not apply to errors or defects caused by uses of the software that are not in accordance with the specifications. In the event that you notify us of an error or defect in the software, your sole remedy will be a correction to such error or defect or, in our sole discretion, a refund of a portion of the Subscription fees applicable to the portion of the software that is defective.
3. **Disclaimer of Warranties:** EXCEPT AS SET FORTH IN SECTION 9 HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE SOFTWARE WILL MEET THE SUBSCRIBER’S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.
4. **Limitation of Liabilities:** TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE SHALL NOT HAVE ANY LIABILITY TO THE SUBSCRIBER FOR LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, BASED UPON A CLAIM OF ANY TYPE OR NATURE INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR STRICT LIABILITY, OR CLAIMS ARISING FROM THE TERMINATION OR EXPIRATION OF THIS AGREEMENT EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Maximum Liability:** Either party’s total liability to the other party from any and all causes and under all provisions of this Agreement, excepting the Confidentiality and Indemnification provisions herein, shall be limited to two times (2X) the total value of the Subscription fees paid hereunder during the most recent term. The existence of more than one (1) claim shall not enlarge or extend the limit described in the preceding sentence.
6. **Indemnification by Subscriber:** You hereby agree, at your expense, to indemnify, defend and hold harmless Visage, its licensors, and their respective directors, officers, employees and agents from and against all demands, liabilities, losses, claims and expenses, including attorney's fees, arising out of (i) third party claims, actions or allegations of infringement based on information, data or content you submitted in connection with the Service, (iii) any fraud or manipulation, or other breach of this Agreement, by you, or (iv) third party claims, actions or allegations brought against us arising out of your use of the Service or the site.
7. **Indemnification by Visage**. Visage agrees at its expense to indemnify, defend, and hold harmless Subscriber against (or, at Visage’s option, settle), any third party claim to the extent such claim alleges that the Software infringes or misappropriates any patent, copyright, trademark or trade secret of a third party, and Visage shall pay all costs and damages finally awarded against Subscriber by a court of competent jurisdiction as a result of any such claim. The foregoing shall be Subscriber’s sole remedy with respect to any claim of infringement of third party intellectual property rights.
8. **Term and Termination:** Unless otherwise specified, the term of the Subscription granted herein for the Service shall commence per the date and time you choose a Subscription Tier and begin using the Service, and may be terminated as set forth herein. If either party commits a material breach of this Agreement, and such breach has not been cured within thirty (30) days after receipt of written notice thereof, the non-breaching party may terminate this Agreement. If such a situation occurs, you shall be obligated to pay any fees accrued prior to the date of termination. If the termination was a result of Visage’s breach, Subscriber shall be entitled to a pro-rated refund of all fees that have been paid in advance for the remainder of the term. Upon termination of this Agreement, all Subscriptions, and any other rights and services provided by Visage to you in this Agreement, shall cease immediately. We also may permanently or temporarily terminate, suspend, or otherwise refuse to permit your use of the Service upon thirty (30) days’ prior written notice without incurring liability as a result thereof, if in our sole determination, you violate this Agreement, including without limitation, by your nonpayment of fees. Termination of this Agreement, any Subscription granted hereunder, or your access to the Site, shall not limit us from pursuing other remedies available to us, including but not limited to injunctive relief.
9. **Confidentiality**. “Confidential Information” means all information of a party (“Disclosing Party”) disclosed to the other party (“Receiving Party”) that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Receiving Party will: (i) not use the Disclosing Party’s Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers who have a “need to know” for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 16; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 16 will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party acknowledges that unauthorized disclosure of the Disclosing Party’s Confidential Information could cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.
10. **General:**
    1. **Headings:** Headings are for organizational purposes only and shall in no way affect the interpretation of this Agreement.
    2. **Publicity:** If you are paying for access to the Service with company resources through a paid Subscription Tier, you hereby consent to the inclusion of your company’s name and trademarks or service marks in customer lists that may be published as part of Visage’s marketing and promotional efforts.
    3. **Survival:** Upon any expiration or termination of this Agreement, the following Sections of this Agreement shall survive: Sections 2 through 15.
    4. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal U.S. laws applicable therein, excluding its choice of law provisions. You expressly agree to the jurisdiction for any claim or dispute with Visage or relating in any way to your use of the Visage software resides in the courts of the State of California. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY FOR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COUNTERCLAIMS REGARDING SUCH DISPUTES, CLAIMS RELATED TO THE PARTIES NEGOTIATIONS AND INDUCEMENTS TO ENTER INTO THIS AGREEMENT, AND OTHER CHALLENGES TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. THE WAIVER IN THE PRECEDING SENTENCE APPLIES REGARDLESS OF THE TYPE OF DISPUTE WHETHER PROCEEDING UNDER CLAIMS OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY.
    5. **No Waiver:** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by and Authorized Representative and (ii) in an explicit written waiver. No waiver of breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
    6. **Severability:** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
    7. **Notices:** Any notice given under this Agreement shall be in writing and in the English language and shall be emailed, if to Visage to info@visage.co; or if to you, to the email or physical address associated with your account. You hereby consent to receiving any notices relevant to the Services or this Agreement by email without requiring a handwritten signature for such notice to be effective.
    8. **Force Majure:** Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, natural disasters, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.
    9. **Entire Agreement:** This Agreement constitutes the entire agreement between you and Visage and governs your use of the Visage software and services, superseding any prior agreements between you and Visage.

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| **VISAGE** | Visage Software, Inc. |  | **SUBSCRIBER: Mozilla Corporation** | |
| By: |  |  | By: |  |
| Name: | Jason Lankow |  | Name: |  |
| Title: | CEO |  | Title: |  |
| Date: |  |  | Date: |  |

**Visage Privacy Policy**

This privacy policy (the "Privacy Policy") describes how Visage Software, Inc. ("Visage", "We" or "Us") collects and uses your data on our websites, including Visage.co (collectively, the “Site”), along with services related to the Site (collectively, the "Service"). By visiting the Site and using the Service, you consent to our use and processing of your information as set forth herein. This Privacy Policy covers Visage’s treatment of personal information that Visage gathers when you use the Service or visit the Site.

If you have any questions or comments regarding this privacy policy or its enforcement, please contact Us at info@visage.co

**NOTICE - INFORMATION WE COLLECT AND USE.**

**Subscribers of Our Service.** We collect and store information that registered Subscribers of Visage ("Customers") submit to Us, such as their names and email addresses, to allow Us to identify Customers, provide the pertinent software and services and notify Customers of changes or updates to the Visage software or services. When Customers provide us with their email addresses, they automatically opt-in to receive emails from Us (this may include marketing emails). If a Customer would like to opt-out of these marketing emails, settings can be changed upon request. If a Customer elects to provide it, We also collect and store the Customer’s name and phone number, which We use to assist Us in providing the software and services. We also collect other information from Customers, such as IP address and browser type. We use the IP addresses of Customers to assist in login and other uses related to Customers’ use of Visage. Customers’ sessions on the Visage website are also tracked for systems administration purposes and to track user trends. We may link IP address and other information to a Customer's account.

**Cookies.** For visitors to our public website, we will be using cookies to link any form submission information with a specific user. This will help us identify and track user trends and data. Cookies are a standard technology used on many websites. Cookies are small pieces of information stored on your hard drive that can help make the Internet experience quicker and more convenient. Most browsers have an option for turning off the cookie feature, which will prevent your browser from accepting new cookies, as well as (depending on the sophistication of your browser software) allowing you to decide on acceptance of each new cookie in a variety of ways. If you disable cookies, you will not be able to use the Visage software or services. We may also use cookies in connection with third party services to run analytics on the Visage website; these cookies do not collect or use any personal information about Subscribers of the Visage site and software.

**DATA INTEGRITY - HOW WE USE YOUR INFORMATION**

We generally use the information We collect from both visitors to our Site and registered Subscribers of our product, to create a secure and personalized Service.

**IP Addresses.** We gather this information for systems administration purposes, abuse prevention and to track user trends. We do not link IP addresses to any personally identifiable information.

**Traffic Data.** Traffic Data is used to periodically provide Customers with real-time analytics and uptime monitoring. We may aggregate and anonymize Traffic Data with that from other sites to provide benchmarking data and other functionality, but Visage will not use or disclose aggregated Traffic Data in a manner that reveals the identity of a Customer or Customer Website without the Customer’s express prior consent.

**User ID and Password Information.** We collect Customers’ user ID and password information to enable them to log into and use the Service.

**Customer Email Addresses.** Customers are automatically opted-in to receive marketing emails from us when they register for Visage. Customers can opt-out of such emails by adjusting their account settings, provided that we may still send Customers emails relating to their accounts.

**Customer Names and Phone Numbers.** We collect Customers’ names and phone numbers, which allow Us to contact them in account recovery and other scenarios.

**ONWARD TRANSFER - DISCLOSURE OF INFORMATION TO THIRD PARTIES.**

**Personal Information.** Except as expressly provided otherwise herein, we will not sell, lease or exchange the personal information of our Customers or any end user (to the extent that we obtain such information) to third parties without first obtaining their express consent, unless required by law or to protect their status as a Customer. To the extent We do disclose your personal information to a third party to protect your status as a Customer, We will notify you in accordance with this Privacy Policy.

**User Submitted Data.** Subscribers may choose to “publish” content they have created in Visage, and in doing so expose said content to potential third parties. Outside of this core product feature, we will never share any data, images, pictures, or any other item that is entered and/or input by Subscriber during use of the product with third parties without obtaining prior approval from the Subscriber.

**Portfolio Rights.** Subscriber authorizes Visage to include the name of Subscriber’s business in a client list, not to be unduly differentiated from other listed clients, which may be communicated via the Visage website, blogs, Facebook pages, Twitter accounts, or other methods of communication. Any custom design and implementation created per separate Agreement may be displayed in Visage’s online and offline portfolio for the purpose of promoting Visage’s business.

**Traffic Data.** We may aggregate and anonymize Customers’ Traffic Data with that from other Customers to provide benchmarking data and other functionality, but we will not disclose aggregated Traffic Data in a manner that reveals the identity of a Customer or a Customer Website without the Customer’s express prior consent.

**Agents.** We employ other companies and people to perform tasks on our behalf and need to share your information with them to provide products and services. Examples include billing and trend-tracking services. For visitors to our public website, we will be using cookies to link any form submission information with a specific user. This information will be used for Visage tracking purposes, including but not limited to, what Subscribers visited the site, when the site was visited, what pages Subscribers looked at and how much time they spent on said pages, whether or not the user downloaded any content, whether or not the user filled out any additional forms, and where the user’s visit ended. Our agents subscribe to the same level of privacy protection as we do. Unless You are notified differently, agents of Visage do not have any right to use the personal information we share with them beyond what is necessary to assist us.

**Business Transfers.** In some cases, Visage may choose to buy or sell assets. In these types of transactions, user information is typically one of the business assets that is transferred. Moreover, if Visage, or substantially all of its assets, were acquired, user information would be one of the assets that is reviewed and transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Visage may continue to use your personal information as set forth in this policy.

**CHOICE**

**Authorization is Required.** Unless otherwise stated in this Privacy Policy, personal information will not be shared without obtaining your consent. If at any time We would like to disclose your personal information to a third party in a manner not described above, We will provide you with an affirmative or explicit (opt in) choice.

**Email Opt-Out.** As noted above, Customers may choose not to receive marketing emails from Us and can opt out of such emails through their account settings.

**ACCESS**

**Accessing Personal Information.** Customers may access their personally identifiable information stored by Visage as needed. Customers may correct, amend or delete their personal information that We retain to the extent it is inaccurate, except where the burden or expense of providing access would be disproportionate to the risks to the privacy of the Customer in question, or where the rights of others would be violated.

**Deletion.** Customers who discontinue use of the Visage software and/or services may choose to have their personal information deleted from Visage by contacting info@visage.co

**VOLUNTARY PUBLIC DISCLOSURE OF PERSONAL INFORMATION.**

Please be aware that whenever you voluntarily disclose personal information online in a public forum - e.g., on message boards, in chat areas, in file uploads, through events, etc. - that information becomes public and can be collected and used by others and indexed in search engines. We have no control over, and take no responsibility for the use, storage or dissemination of such publicly disclosed personal information. By posting personal information online in public forums, you may receive unsolicited messages from other parties. If you log on to our Visage website through a social networking site (e.g., Facebook or Twitter), we may receive personal or anonymous data about you from that site, in accordance with the terms of use and privacy policy of that site. We may add this information to the information we have already collected from you via that site.

**SECURITY.**

Security measures have been implemented to protect user information from loss, misuse and alteration. We use industry-standard practices such as encrypted storage, firewalls and password protection systems to safeguard the confidentiality of Customers’ personal information. Each of Our employees and agents is aware of Our security policies, and your information is only available to those employees and agents who need it to perform their jobs.

**CONSENT.**

Our Terms of Service includes this Privacy Policy. By visiting the Visage website or engaging in use of the software and/or services, you agree to be bound by the Terms of Service and this Privacy Policy. Any order forms or additional agreements to which you agree governing the provision of optional Visage features or additional services shall take precedence over the terms of this Privacy Policy to the extent of any differences. This Privacy Policy only addresses activities on our Site and Service.

**NOTIFICATION OF CHANGES.**

If We change this Privacy Policy and seek to use your personal information in a manner different from that stated at the time of collection, you will be notified via email to the email address provided by you in your account information, or otherwise in some manner through the Service. In addition, if We make any material changes in Our privacy practices that do not affect personal information already stored by Us, We will post a notice on the Visage website notifying Subscribers of the change. In some cases where We post such a notice, We will also email Subscribers who have opted to receive communications from Us to notify them of the changes in Our privacy practices.

**SAFE HARBOR PRIVACY STATEMENT.**

Visage complies with the U.S.-EU Safe Harbor Framework and the U.S.-Swiss Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information from European Union member countries and Switzerland. Visage has certified that it adheres to the Safe Harbor Privacy Principles of notice, choice, onward transfer, security, data integrity, access, and enforcement. To learn more about the Safe Harbor program, and to view Visage’s certification, please visit http://www.export.gov/safeharbor/.

We process user information in Our facilities in the United States. All information subject to this Privacy Policy is collected in the United States, obtained through websites in the United States, or obtained in other countries and transferred to the United States. Regardless where it originated, all user information subject to this Privacy Policy receives the same level of privacy protection as described herein.

**ENFORCEMENT.**

Complaints related to this Privacy Policy and Our compliance with it and the Safe Harbor Principles can initially be referred to [info@visage.co](mailto:info@visage.co). We also follow internal procedures for verifying that Our commitments under this Privacy Policy have been implemented, and will remedy problems arising out of a failure to comply with this Privacy Policy and the Safe Harbor Principles.

**Visage Software, Inc. Subscription Agreement + Statement of Work**

THE AGREEMENT SET OUT BELOW GOVERNS YOUR USE OF THE VISAGE SOFTWARE SERVICE RELATED TO COST, TERM, AND PAYMENT TERMS, AND CONTAINS THE STATEMENT OF WORK TO BE DONE.  GENERAL TERMS OF SERVICE ARE GOVERNED BY THE VISAGE TERMS AND CONDITIONS AGREEMENT BETWEEN VISAGE SOFTWARE, INC. AND MOZILLA CORPORATION EXECUTED ON \_\_\_\_\_\_\_\_\_, 2015.

**Subscription:**

Mozilla Corporation (Subscriber) is granted one year access starting **8/17/2015** to use Visage Software, Inc.’s web-based software for the duration of the Agreement. Payment is billed upfront for the year.

Subscription Fee further includes initial onboarding/training for users upon request, maintenance, and basic technical support for any number of designated Subscriber employees. The application will be hosted by Visage Software, Inc. and will be intended for 24/7 hour remote access to the Software by the Subscriber.

**Total Price: $2,388/year (paid annually at a rate of $199/month).**

The following items are not incorporated into the Subscription Fee, but are available to Subscriber on request:

Additional training: $150/hr., travel expenses (if on site) and minimum 3 hour sessions.

Additional Creative or Custom Programming Support: $150/hr.

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| **VISAGE** | Visage Software, Inc. |  | **SUBSCRIBER: Mozilla Corporation** | |
| By: |  |  | By: |  |
| Name: | Jason Lankow |  | Name: |  |
| Title: | CEO |  | Title: |  |
| Date: |  |  | Date: |  |