Case Study & PR Release

Microsoft and its affiliates would like the opportunity to participate in certain PR activities with you in order to describe your use of Microsoft technologies. The purpose of this Case Study & PR Release is to describe the activities in which you agree to participate and the use rights of the parties with regard to any documentation resulting from these activities. Unless otherwise agreed to in writing by the parties, this release will apply to all occurrences of the activities in the list below. The parties agree as follows:

1. You agree to participate in the activities that are marked with an 'X' below:

- □ Written Case Study a document/story describing your experience with use of Microsoft technologies
- □ Video Case Study a video version of the case study describing your experience with use of Microsoft technologies
- Press Release issued to press and media in order to make a newsworthy announcement relating to your experience with use of Microsoft technologies
- Testimonial Advertisement an advertisement describing your experience with use of Microsoft technologies
- Reference Customer speak at Microsoft events and/or with new potential Microsoft customers about your experience with use of Microsoft technologies

Your agreement to participate in these activities does not obligate Microsoft to create any of them or to offer the opportunity to you.

- 2. The following terms apply to all documentation created under this release, including any case studies, testimonial advertisements, or press releases.
 - a. Microsoft may interview, tape, videotape, and record your employees and/or contractors to gather information for creating the documentation. You agree to obtain sufficient permissions from any of your employees and/or contractors whose quotes, names, or pictures appear in the documentation, in order to grant the rights described in this release.
 - b. Microsoft may display your name, trademarks, service marks, logos, and other identifying information in the documentation, as approved by you during review of the documentation.
 - c. Prior to the first public release of any form of documentation, Microsoft will obtain your approval of the final content. You agree to review the final content for factual accuracy and to prevent the inadvertent release of any of your confidential information. You agree to provide Microsoft with your approval or comments in writing.
 - d. Except for any of your trademarks, service marks, logos, and other identifying information contained in the documentation, Microsoft will own the documentation, and grants you a license to use and distribute the documentation for your own advertising and marketing efforts.

- 3. Both parties will have the right to publish, use, reference, display, and translate into other languages the final, approved documentation, in whole or through unedited excerpts, in all forms of media now or hereafter known, and to sublicense the foregoing rights to third parties. Both parties agree that the content of the documentation will not be altered without prior written consent from the other party. Both parties also agree to stop distributing, publicly referencing, and displaying the documentation at any time upon written request from the other party.
- 4. Each party agrees to release the other party and its contractors, agents, and employees, from any claims relating to use of the material that the releasing party provides and which is included in the documentation, so long as such use is in accordance with the rights granted under this release.

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