

Case Study and PR Agreement

Microsoft NV/SA, the undersigned Microsoft entity, on behalf of Microsoft Corporation and its affiliates (collectively, "Microsoft") would like the opportunity to conduct a case study with your company ("Company"), describing Company's use of Microsoft technologies. To that end, Company agrees to participate with Microsoft, upon request from Microsoft, in the creation of a case study, press release, and/or testimonial advertisement. The purpose of this agreement ("Agreement") is to lay out the terms under which Microsoft plans to use any such case study, press release or testimonial advertisement, and to give Microsoft permission to use Company's name, logo and other identifying information contained within, in whole or in part, in sales and marketing activities relating to Microsoft technologies. Nothing herein shall be construed as an obligation of Microsoft to create such case study, press release, or testimonial advertisement, nor to use the final case study, press release or testimonial advertisement in any manner. In the event that Microsoft and Company agree to participate together in the creation of more than one case study, the terms of this Agreement shall apply to any and all case studies unless otherwise agreed to in writing by the parties. The parties agree as follows:

1. Company agrees to participate in the preparation of, and consents to Microsoft's publication of, a case study detailing Company's use of Microsoft technologies. The case study may include Company logos and non-confidential information, quotations from, and the names, images, and comments of, Company's employees and contractors, and other related references. The following terms will apply to the case study:
 - a. Microsoft may interview, tape, videotape, and record Company's employees or contractors for the case study. Company represents that it will obtain sufficient permissions from its employees and/or contractors to grant the rights described in this Agreement.
 - b. Microsoft may display Company's name, trademarks, service marks, logos, and other identifying information in the case study, as agreed to by Company or as allowable by law as referential use.
 - c. Microsoft will obtain Company's approval of the final content of the case study prior to its public release. Company agrees to review the final content for factual accuracy and to prevent the release of any confidential information. Company will provide Microsoft with written comments concerning its review of the case study within ten (10) days, or its contents will be deemed automatically approved.
 - d. Microsoft will own all copyrights to the case study, and grants Company a license to use and distribute the case study for its own advertising and marketing efforts. However, both parties agree to stop distributing and publicly referencing and displaying the case study at any time upon written request from the other party.
2. Company agrees to participate with Microsoft in a press release referencing Company's use of Microsoft technologies, subject to Company's approval of the final content of such press release.
3. Company agrees to participate with Microsoft in a testimonial advertisement referencing Company's use of Microsoft technologies, subject to Company's approval of the final content of such testimonial advertisement.
4. Microsoft will have the right to use, reference and display the final case study, press release and/or testimonial advertisement describing Company's use of Microsoft technologies as follows: (i) by publication on Microsoft's internal and public websites; (ii) by publication in printed and digital publications; (iii) in printed copies distributed to Microsoft employees and customers; (iv) in printed copies distributed at Microsoft sponsored or co-sponsored events; (v) in unedited excerpts included in speeches, slides, brochures and other marketing collateral materials (including, without limitation, Microsoft-created materials provided to third parties for their own marketing purposes); and (vi) as reference when communicating with analysts, the press and the general public. Microsoft agrees that the content of the case study, press release and/or testimonial advertisement will not be altered without prior written consent from Company.
5. Each party warrants that it has the legal authority to enter into this Agreement, and that no rights granted in this document violate the rights of any other person or entity. 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 case study, press release or testimonial advertisement, so long as such use is in accordance with the rights granted under this Agreement.
6. "Affiliate" means any legal entity owned by Microsoft Corporation, which owns Microsoft Corporation, or which is under common ownership with Microsoft Corporation; and "ownership" means, for purposes of the definition of "Affiliate", more than 50% ownership.

COMPANY: _____

MICROSOFT NV/SA

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____