



## Customer Engagement License and Release Agreement

The purpose of this Agreement is to authorize Dell Marketing, L.P., on behalf of itself and Dell Inc. and its direct and indirect subsidiaries, including but not limited to EMC Corp., to feature \_\_\_\_\_ ("Customer") in Dell Marketing activities, as described below. This Agreement will apply to all occurrences of the activities selected from the list in section 1. This agreement will cover all Dell entities, EMC Corp, and the strategically aligned business (VMware, SecureWorks, Pivotal, Virtustream, RSA)

The parties agree as follows:

1. Customer is willing to participate in the activities that are marked with an 'X' below:
  - ☐ **Written Testimonial** (Customer Profile, Case Study, White Paper, Infographics, New Product Testimonial)
    - a document/story describing Customer's experience with use of Dell solutions
  - ☐ **Video Testimonial** (Video Case Study)
    - a video version describing the Customer's experience using Dell solutions; to include use of audio or visual recordings
  - ☐ **Customer Profile Slide**
    - a one page document summarizing the customers challenge, solution and results.
  - ☐ **Press/Analyst/Media Release**
    - issued via press, analyst, professional journals/publication, business wire, network, social media channel, or blogs, to make a newsworthy announcement relating to Customer's experience using Dell solutions
  - ☐ **Social Media**
    - blogs, animations and social media posts detailing how Dell solutions help Customer achieve business goals.
  - ☐ **Quotes**
    - brief comments describing a customer's experience or expectations around a Dell product or solution.
  - ☐ **Company Logo**
    - for use online or in print, presentations, streaming videos/reels, blogs, events or through various channels that describe Customer's experience using Dell solutions.
  - ☐ **Advocate**
    - speak at Dell events and/or with media, analyst, or potential Dell customers about Customer's experience using Dell solutions
  - ☐ **Customer Microsite**
    - a unique site created to promote customers brand, story and Dell partnership via written and video testimonials

Customer's agreement to participate in these activities does not obligate Dell to create any/all of them. The term of this agreement is two (2) years from the date of publication of any of these activities.



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2. The following terms apply to all activities described in section 1:
  - a. Dell may interview and record (audio and/or video) Customer's employees and/or contractors and/or relevant partners/end-users to gather information for the purpose of creating Dell marketing material ("Dell Material"). Customer agrees to obtain sufficient written permissions from individuals whose names, quotes, voice or pictures appear in any public usage of that audio and/or video recording, in order to grant the rights described in this release.
  - b. Customer grants to Dell the royalty-free and fully paid up, worldwide, right and license to use, reproduce, translate, exhibit, display, incorporate, distribute and sublicense, via any and all media now or hereafter known, including but not limited to print, online, public relations activities, social media, event marketing, streaming video, reels, audio, infographics and blogs, Customer's name, trademarks, service marks, logos, pictures, quotes and other identifying information in Dell Material for a period of two (2) years.
  - c. Prior to the first public release of any Dell Material, Dell will obtain Customer's written approval of the final content. Customer agrees to review the final content for factual accuracy and to prevent the inadvertent release of any confidential Customer information. Customer agrees to provide Dell with its approval or comments in writing.
  - d. Except for any Customer trademarks, service marks, logos, and other identifying information contained in the Material, Dell will own the Dell Material, and Dell grants to Customer a royalty-free and fully paid up, worldwide, right and license to use, reproduce, exhibit, display, incorporate, and distribute, via any and all media now or hereafter known, including but not limited to print, online, social media, event marketing, streaming video, reels, audio, and blogs, the Dell Material for a period of two (2) years. Customer may not modify the Dell Material in any way without Dell's prior written approval.
  - e. Each party represents and warrants that they have the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms and that they have the rights necessary to grant the licenses made herein.
3. Both parties also agree to stop distributing, publicly referencing, and displaying the Dell Materials at any time prior to the end of the two (2) year period upon written request from the other party. Requests should be made by sending an email to [customerreferences@dell.com](mailto:customerreferences@dell.com) to discontinue usage/distribution.
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 Dell Materials, so long as such use is in accordance with the rights granted under this release.



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### Agreed and Accepted by:

Company:

Signature:

Printed Name:

Title:

Email:

Date:

Dell

Signature: *Philippe Gosseye*

Printed Name: Philippe Gosseye

Title: Dell Technologies, Global Marketing

Email: [philippe.gosseye@dell.com](mailto:philippe.gosseye@dell.com)