

## CASE STUDY RELEASE

MARKETING CAMPAIGN (“**Campaign**”):

COMPANY (“**Company**”):

Company authorizes Google Asia Pacific Pte. Ltd. (“**Google**”) and its affiliates to feature Company in the Campaign.

The “Permitted Information” means:

- Company’s name, logo, related images and other brand features;
- applicable screenshots and videos of Company’s advertisements and websites;
- data from Company’s advertising accounts with Google;
- press releases and quotes from Company, as approved of in advance by Company;
- audio-video footage and transcripts of interview(s) with Company’s employee(s); and
- other content provided by Company for use in the Campaign.

Company grants to Google and its affiliates a royalty-free, worldwide, irrevocable, perpetual, non-exclusive and sublicensable right and license (a) to, and to permit others to, copy, reproduce, publish, adapt, communicate and otherwise use the Permitted Information in connection with the Campaign, including but not limited to use in videos, printed brochures, websites, emails, and blog posts, and (b) to any legal rights necessary for Google to use the Permitted Information as permitted by this release. Google owns all rights in the Campaign. Except for the rights and licenses granted in this release, each party retains all rights it would have independently of this release. Company is not entitled to receive any fee from Google.

Google will provide a copy of the segments of the Campaign that incorporate the Permitted Information to Company for approval (not to be unreasonably withheld) before initial publication. For purposes of clarification, Google will not provide copies of any derivative works created from the Campaign to Company for approval.

The person signing below represents and warrants that he or she has full power and authority to authorize this release, including but not limited to, the power and authority to grant all rights and licenses relating to the Permitted Information. Each party to this release agrees to use electronic signatures. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES UNDER THIS RELEASE IN EXCESS OF USD100. This release will be governed by the laws of the state of California, USA, except for its conflicts of laws principles. The parties will try in good faith to settle any dispute relating to this release (“**Dispute**”) within thirty days after such Dispute arises. If the Dispute is not resolved within thirty days, it must be resolved by arbitration by the International Centre for Dispute Resolution of the American Arbitration Association and conducted in accordance with its Expedited Commercial Rules in force as of the date of this release. There will be one arbitrator selected by mutual agreement of the parties. The arbitration will be conducted in English in Santa Clara County, California, USA. Either party may apply to any court having jurisdiction for injunctive relief necessary to protect its rights pending resolution of the arbitration. Any decision rendered by the arbitrator will be final and binding on the parties, and judgment thereon may be entered by any court of competent jurisdiction. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this release. All information disclosed in connection with the arbitration, including the existence of the arbitration, will be confidential Information. The parties may, however, disclose such information to an appropriate court under confidentiality restrictions, as necessary to seek enforcement of any arbitration award or judgment or to seek any relief permitted under the terms hereof.

Agreed on the date stated below.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

