

Customer Collaboration License and Release Agreement

This Customer Collaboration License and Release Agreement ("Release") authorizes Dell Marketing, L.P. ("Dell"), to feature company identified below ("Customer" or "You") in Dell Marketing activities described below. This Release extends to all Dell Technologies entities. Dell Technologies thanks you for your willingness to be a reference customer. Your agreement to participate in these activities does not obligate Dell to create them. You retain right to approve materials created hereunder and to instruct Dell to discontinue use of such materials at any time, as described below. The term of this Release is two (2) years from the date of publication of any of these activities. The parties agree as follows:

Customer is willing to participate in the activities selected below:

| Company Quote/Logo – a brief written, public statement and approved brand use in externally facing sales presentations, Dell-managed web properties to describe your innovation, experience and/or expectations of using Dell solutions. |
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| Peer to Peer Reference – opportunities to tell your innovation story to other customers considering an APEX solution |
| Written Reference — an external document/story/profile describing your experience with the use of Dell solutions and corresponding social amplification. |
| Video Reference – an external video describing your experience using Dell solutions; to include use of audio or visual recordings. |
| Media – opportunities to tell your innovation story with press through news releases, media interviews or blogs. |
| Industry Analysts – participation in signature analyst reports, analyst inquires or briefings to share your story and perspective. |
| Event Participation – speak at Dell events or with other prospective Dell customers about your experience using Dell solutions. |

The following terms apply to all activities described and selected in Section 1:

- a. Dell may interview and record (audio and/or video) Customer's employees, contractors, partners and/or end-users for the purpose of creating marketing materials aligned with the activities selected by Customer in Section 1 (the "Dell Material(s)"). Customer agrees to obtain sufficient permissions from any of its employees or contractors whose quotes, names, or pictures appear in Dell Materials.
- b. Customer grants Dell a perpetual, non-exclusive, worldwide, royalty-free license to use, display, and distribute, solely in the Dell Materials approved by customer, in any media: (a) Company's trademarks, and trade names ("Customer Marks") and (b) names, titles, images/likenesses of and quotes from Company's employees and/or contractors.
- 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 provide Dell with its written approval or comments in a timely manner.
- d. Except for Customer Marks, Dell shall own the Dell Materials. Dell may grant Customer a license to use and distribute Dell Materials for Customer marketing. Customer agrees not use or alter Dell Materials without Dell's prior written approval.
- e. Each party represents and warrants that it has the full right and authority to enter into this Release and extend the rights necessary to grant the licenses herein.
- f. Both parties agree to stop using Dell Materials or modify use of the Dell Materials upon written request from the other party.
- g. Any personal data Customer provides while engaging in the activities will be used by Dell and/or its agents in accordance with the Dell Privacy Policy.

To the extent authorized by law, each party agrees to release the other party and its agents and assigns from any claims relating to any use of the Dell Materials, provided such use was in accordance with the rights granted under this Release.

This Release shall be governed by the law of the state of Texas. It represents the entire agreement between the parties on this subject and shall not be modified except in a written agreement signed by both parties.



Dell Technologies Dell Marketing, L.P.

Denise Emmitte

Vice President, Marketing Communications

Denise Emmitte