

Reference Agreement

Declaration adverse Microsoft Schweiz GmbH, Richtistrasse 3, 8304 Wallisellen

The company _____ (“client”), represented by _____ (name),
_____ (address) declares the following adverse

Microsoft Schweiz GmbH, Richtistrasse 3, 8304 Wallisellen (Microsoft”):

1. The client is using Microsoft-Software, which has been adapted to its special needs by himself, by Microsoft or by a third party.
2. The client entitles Microsoft to include
 - the name/logo of the client
 - the abstract (including the name/logo of the client)
 - the written case study (including the name/logo of the client)
 - the video case study (including the name/logo of the client)

in its intern reference list and to use it for advertisement, marketing and distribution purposes by Microsoft Schweiz GmbH, Microsoft Corporation (USA) and its affiliates.

The right to use clients name or logo, the abstract, the written case study and/or the video case study (written case study and video study are hereafter referred to as “case study”) includes the use as reference in interviews, as publication in print media and other medias (e.g. TV, specialized, economical and public press, AV-media, Microsoft own media), as presentation at events, as demonstration of use and for advertising purposes.

3. The client accepts being listed as reference client in the reference data bases of Microsoft, Microsoft Corporation (USA) and its affiliates.
4. Provided that an abstract or a case study shall be created, Microsoft creates it independently (or together with a Microsoft Partner) and at its own expenses, after consulting the client. The client supports Microsoft appropriately by providing Microsoft with the necessary information, logos, trademarks, interview partners etc. at no costs.
5. Provided that an abstract or a case study will be created, prior to the first public use, publication or broadcast of such case study/abstract, Microsoft will request client's approval of the final version. The client reviews (and where necessary revises/corrects) the final version of the abstract or case study in order to prevent the release of confidential information, incorrect content or contents for which the client does not have the necessary or adequate rights. Unless client notifies Microsoft (in writing) 10 days after of the final version has been sent to him, the content of the abstract and/ or case study is considered as approved by client.
6. Microsoft owns and retains all rights in the abstract and/or the case study (including but not limited to the right to use, reproduce, translate, publish, broadcast, transmit etc.). The client obtains a royalty-free, world-wide right to use, publish or broadcast the final version of the case study and/or abstract (as approved in accordance with Section 5).

- 7. By signing this Agreement the client grants Microsoft the rights to use his name and/or logo for the purposes as described in this Agreement and declares to be the owner of these rights. Microsoft will not be liable for any damages and/or other consequences that may be resulting from or in connection with such use of the name and/or logo.

- 8. By signing this Agreement client grants Microsoft all necessary rights as required by Microsoft for the purposes as described in this Agreement (such as project information and/or any other content as included in the case study/abstract) and declares to be the owner of these rights. The client declares and confirms that the content of the project information respectively the reference material and the statements contained therein are true and that client owns all necessary approvals and corresponding rights for the use in accordance with this Agreement (including but not limited to the rights to assign respective rights to Microsoft under this Agreement). Microsoft will not be liable for any damages and/or other consequences that may be resulting from or relating to the use of such project information, the reference material respectively the case study or any content therein. The client releases Microsoft from any third party claim relating to the use of the content of the project information respectively the reference material.

- 9. This Agreement is governed by the laws of Switzerland and both parties consent to exclusive jurisdiction and venue in the Commercial Court of Zurich, Switzerland.

Signature _____ (Company)

Printed Name _____

Place, _____ Date _____

Signature _____ (Microsoft)

Printed Name _____

Place, _____ Date _____