Case Study and PR Release Consent Form

Fasthosts Internet Limited (Fasthosts) would like the opportunity to participate in certain PR activities with you in order to describe your purchase of Fasthosts’ products. The purpose of this Case Study & PR Release is to describe the activities in which you agree to participate and the use rights of the parties with regard to any documentation resulting from these activities. Unless otherwise agreed to in writing by the parties, this release will apply to all occurrences of the activities you select from the list below. You agree to participate in the activities that are marked with an ‘X’ below:

* + **Reference Customer** – speak with new potential Fasthosts’ customers about your experience with use of Fasthosts’ products.
  + **Company Name or Logo** – use of your company name, trademark or logo in Fasthosts’ promotional or marketing materials as it relates to expressing your purchase or use of Fasthosts’ products.
  + **Quote** – provide a brief statement for inclusion in Fasthosts’ promotional or marketing materials such as (but not limited to) solution or product websites and presentations
  + **Written Case Study** – a document/story describing your experience with purchase or use of Fasthosts’ products.
  + **Video Case Study** – a video version of the case study describing your experience with purchase or use of Fasthosts’ products.
  + **Social Media** – a posting of a video case study, a summary of a written case study, a mention of your company name and/or a quote describing your experience with purchase or use of Fasthosts’ products or distributed in social media channels such as (but not limited to) Twitter, Facebook, LinkedIn, YouTube or Fasthosts sponsored blogs
  + **Press Release** – issued to press and media in order to make a newsworthy announcement relating to your experience with use of Fasthosts’ products.
  + **Press Interviews** – speak with press about your experience with purchase or use of Fasthosts’ products.
  + **Analysts Interviews** – speak with industry analysts about your experience with purchase or use of Fasthosts’ products
  + **Event -** speak about your experience with purchase or use of Fasthosts’ products on stage at an Event
  + **Testimonial Advertisement** – an advertisement describing your experience with use of Fasthosts’ products

Your agreement to participate in these activities does not obligate Fasthosts to create any of them or to offer the opportunity to you/your company.

1. The following terms apply to all documentation created under this release, including any case studies, testimonial advertisements, or press releases.
   1. Fasthosts may interview, tape, videotape, and record your employees and/or contractors to gather information for creating the documentation. You agree to obtain sufficient permissions from any of your employees and/or contractors whose quotes, names, or pictures appear in the documentation, in order to grant the rights described in this release.
   2. Both parties may display, distribute, reproduce, copy, publish, broadcast, publicly perform, transmit, transform, print, publicly display, exhibit, modify, create derivate works thereof, and otherwise use either party’s name, trademarks, service marks, and logos (“ Identifying Information”) in either party’s advertising, promotional, or marketing materials, or for other commercial purposes. This grant shall apply to media now known or which may be developed in the future. Nothing herein shall be construed as an obligation of Fasthosts to use the Identifying Information of the Company in any manner.
   3. Prior to the first public release of any form of documentation, Fasthosts will obtain your approval of the final content. You agree to review the final content for factual accuracy and to prevent the inadvertent release of any of your confidential information. You agree to provide Fasthosts with your approval or comments in writing.
   4. Except for any of your trademarks, service marks, logos, and other identifying information contained in the documentation, Fasthosts will own the documentation, and grants you a license to use and distribute the documentation for your own advertising and marketing efforts.
2. Both parties will have the right to publish, use, reference, and display the final, approved documentation, in whole or through unedited excerpts, in all forms of media now or hereafter known, and to sublicense the foregoing rights to third parties. Both parties agree that the content of the documentation will not be altered without prior written consent from the other party. Both parties also agree to stop distributing, publicly referencing, and displaying the documentation or any Identifying Information at any time upon written request from the other party.
3. Both parties warrant and represent that it is the legal authority to grant such permissions, and further represent that no rights granted herein shall be a violation of any right of any other person or entity. Both parties release and discharge the other, and its affiliates, contractors, assigns, licensees, agents and employees from any and all claims, demands or causes of action that it may have, or may in the future have, for libel, defamation, violations of the right of privacy or publicity, infringement of copyright or trademark, unfair competition, violations of moral rights or any other claims arising out of or relating to any uses of the Identifying Information or rights granted under this release, so long as such use is in accordance with the rights granted under this release.

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