

CASE STUDY RELEASE

個案研究授權協議

MARKETING CAMPAIGN (“**Campaign**”): Premier Partner Awards

行銷廣告活動 (以下簡稱「**廣告活動**」): 菁英 Google 合作夥伴大獎

COMPANY (“**Company**”):

協議公司 (以下簡稱「**公司**」):

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

「公司」授權 Google Asia Pacific Pte. Ltd. (簡稱「**Google**」) 及其關聯企業於「廣告活動」中提及「公司」。

The “Permitted Information” means:

「許可資訊」係指：

- Company’s name, logo, related images and other brand features;
「公司」的名稱、標誌、相關圖像和其他品牌特徵；
- applicable screenshots and videos of Company’s advertisements and websites;
「公司」廣告與網站的適用螢幕擷取畫面和相關影片；
- data from Company’s advertising accounts with Google;
「公司」Google 廣告帳戶的相關資料；
- press releases and quotes from Company, as approved of in advance by Company;
經「公司」事先同意的「公司」新聞稿和發言引述；
- audio-video footage and transcripts of interview(s) with Company’s employee(s); and
與「公司」員工進行訪談的影音片段和談話內容文字紀錄；以及
- other content provided by Company for use in the Campaign.
其他由「公司」提供用於「廣告活動」中的內容。

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.

「公司」授予 Google 及其關聯企業免版稅、不可撤銷、非專屬且可轉授權的全球性永久權利和授權：(a) 可自行 (並允許他人) 將與「廣告活動」相關的「許可資訊」複製、重製、出版、改編、傳播及用於其他用途，包括但不限於使用在影片、印刷手冊、網站、電子郵件和網誌文章中；(b) 授予 Google 依本協議授權內容使用「許可資訊」所需的任何法律權利。Google 擁有「廣告活動」的所有權利。除了本協議賦予的權利和授權外，各方保留所有與本協議無關的權利。「公司」無權向 Google 收取任何費用。

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.

在初次公開前，Google 會將含有「許可資訊」的「廣告活動」區段複本提供給「公司」進行審核 (「公司」不得以不合理的方式扣留許可)。為求明確，Google 不會將「廣告活動」的任何衍生作品複本提供給「公司」要求核准。

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. 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. If this release or any part of it is translated into any other language, the English text will take precedence in the event of a conflict.

於下方簽署協議的人員聲明並保證其具備授權本協議所需的完整權力和許可權，包括但不限於授予「許可資訊」相關權利與授權所需的權力和許可權。在任何情況下，任一方根據本協議賠償任何損失的金額上限為 100 美元。本協議受美國加州法律管轄，但不適用美國加州衝突法規定。如產生任何與本協議相關的爭議 (簡稱「爭議」)，各方須在「爭議」發生後 30 天內，本著誠信原則協商化解爭議。若無法在 30 天內解決爭議，應將爭議提交予美國仲裁協會國際爭議解決中心 (International Centre for Dispute Resolution of the American Arbitration Association)，依本協議簽訂之日有效的「快速商業仲裁規則 (Expedited Commercial Rules)」進行仲裁。雙方當事人應合意選出一名仲裁人。仲裁地點為美國加州聖克萊拉郡，仲裁程序以英語進行。在仲裁期間，任一方皆可視需求向擁有管轄權的法院申請假處分救濟，以維護各自權利。仲裁人所做出的仲裁決定，即為為雙方當事人之間的最終決定，具有約束力，並可尋求任何管轄法院之承認。仲裁人得做出與本協議規定之救濟或限制一致的衡平或假處分救濟。仲裁過程中揭露的所有相關資訊 (包括仲裁本身) 均屬於機密資訊。然而，雙方當事人得按保密規定向適當法院揭露該資訊，以利仲裁決定或判定之執行或依本協議之條款尋求救濟。若本協議之全部或部分內容被翻譯為其他語言，發生衝突時應以英文內容為準。

Agreed on the date stated below.

各方於下方所載日期同意本協議。

Signature

簽名

Print Name

正楷姓名

Date

日期

Email Address

電子郵件地址