

MARKETING SCHEDULE

THIS MARKETING SCHEDULE (the “**Schedule**”), is entered into by and between **Arcserve, LLC**, a Delaware limited liability company, on behalf of itself and its subsidiaries and affiliates (“**Arcserve**”), and the entity who has accepted this Schedule (the “**Customer**”), each individually referred to herein as a “party” and collectively as the “parties”, as part of its acceptance of the End User License Agreement between the parties (the “**EULA**”), located at <https://www.arcserve.com/EULA>. This Schedule sets forth additional terms and conditions pursuant to marketing and promotional activities between the parties. Capitalized terms not defined herein shall have the meaning as set forth in the EULA.

1. **SCOPE.** This Schedule is incorporated into and subject to the terms of the EULA and shall be effective and remain in force for so long as the EULA is a valid and binding agreement between the parties. Except as expressly stated otherwise in this Schedule or the Order Form, in the event of any conflict between the terms of the EULA, including any policies or schedules referenced therein, and the terms of this Schedule, the relevant terms of this Schedule shall take precedence.

2. **PRESS RELEASE.** Upon signature or acceptance of the relevant agreement, Customer grants Arcserve permission to issue a simple press release announcing Customer as a new customer, provider or partner of Arcserve. The press release shall follow the template provided herein, which outlines the general terms of the press release announcement. Customer acknowledges that Arcserve retains the right to revise and approve the final content of the press release, ensuring that it aligns with Customer's branding and messaging guidelines.

3. **CUSTOMER SUCCESS STORY.** Customer agrees to participate in creating a video or written Customer success story within ninety (90) days following the completed successful deployment of Arcserve's products and services under the relevant agreement. Customer shall cooperate with Arcserve in the development, production, and approval of the Customer success story, which shall showcase the benefits and positive impact of Arcserve's products and services on Customer's business. The final Customer success story will be used by Arcserve for promotional purposes and may be shared on Arcserve's website, social media platforms, and other marketing channels, as determined by Arcserve in its sole discretion.

4. **CLIENT LOGO AND PROMOTIONAL USE.** Customer hereby grants Arcserve the right to indicate that Customer is a customer, provider or partner of Arcserve for promotional purposes. This includes but is not limited to the use of Customer's name, logo, and a brief description of the relationship between Customer and Arcserve. Arcserve may display this information on its website, social media platforms, promotional materials, presentations, proposals, and /or other marketing materials, subject to Customer's prior review and written approval. Arcserve will include any trademark or copyright notices specific to Customer's name and logo as required.

5. **APPROVAL PROCESS AND LIMITATIONS.** Customer shall have the right to review and approve any marketing and promotional materials created by Arcserve under this Schedule, including the press release, Customer success story, and the use of Customer's name and logo. Arcserve will provide the Customer with written drafts of these materials for Customer's review and approval before any public dissemination. Customer shall have fifteen (15) business days from the date of receipt of the draft materials to provide Arcserve with written notice of any necessary revisions. If no such notice is provided within the specified time frame, Customer's approval of the materials shall be deemed granted by Arcserve. The Customer shall not unreasonably withhold or delay its approval of such drafts without cause.

6. **CUSTOMER ADVISORY BOARD.** Customer shall have the opportunity to participate in Arcserve's Customer Advisory Board (“**CAB**”), to provide strategic input and product feedback. CAB participation is by invitation only and subject to execution of a separate non-disclosure confidentiality agreement. Arcserve shall have the right to publicize Customer's membership in the CAB.

7. **BETA PROGRAM PARTICIPATION.** If Customer agrees to participate in beta testing of new Arcserve product releases, features or services (the “**Beta Program**”), Customer authorizes Arcserve to use their feedback and quotes for promotional purposes in connection with the general availability launch of such products, features or services. Any Beta Program participation will be subject to a separate beta agreement agreed between the parties.

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Vanilla Press Release