

# Customer Approval Form

External communication material

In recognition of the success achieved at The Dow Chemical Company at the facility in Freeport, TX operations in the following application petrochemical, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer herewith authorize and release the use of certain Communication Materials and Customer reference as defined below:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their representatives who are duly authorized, as of insert date (the "Effective Date")

<b>Customer</b> <i>Dow Chemical</i>	<b>Endress+Hauser<sup>1</sup></b>
<b>Technical</b>	<b>Technical</b>
_____ Authorized Representative's Signature	_____ Authorized Representative's Signature
_____ Print Name and Title	_____ Print Name and Title
<b>Corporate Communication</b>	<b>Corporate Communication</b>
<i>Jessica Dub</i> Authorized Representative's Signature	_____ Authorized Representative's Signature
<i>Jessica Dub, Global Communications</i> Print Name and Title	_____ Print Name and Title
<i>Midland, MI, Jan. 5, 2015</i> Place, Date	_____ Place, Date

<sup>1</sup> Please send one original of the signed Agreement for archival purposes to: Endress+Hauser, Inc., Marketing Communications, 2350 Endress Place, Greenwood, IN, 46143

**License grant** The undersigned customer representatives hereby authorize and grants to Endress+Hauser, Inc., its parent, subsidiaries and affiliated corporations, successors, assigns and licensees, employees, representatives and agents (hereinafter jointly referred to as "Endress+Hauser"), as of the Effective Date a release of and non-exclusive, world-wide, unrestricted right to develop, use and distribute relating communications materials, including customer reference, testimonial, logos, trademarks, service marks, trade names, copyrights, and photographs, if any, and related materials associated therewith (hereinafter collectively referred to as the "Communication Materials") free-of-charge in and in connection with Endress+Hauser's sales, marketing and educational purposes, without limitation as to time, territory or medium, including but not limited to, print or electronic format, including Internet and Intranet, as Endress+Hauser deems appropriate, as further identified in Annex 1 hereto.

Unless otherwise indicated in Annex 1, the non-exclusive, world-wide, unrestricted, right to develop, use and distribute the Communication Materials shall include but not be limited to the rights of reproduction, dissemination, transfer, transmission, to make publicly accessible, for extraction from a database and retrieval, processing and restructuring. The rights granted include the right to use the Communication Materials without limiting the generality of the foregoing, in any publication, advertising or recording throughout the world in perpetuity in all media, for purposes of promoting Endress+Hauser and its affiliated products and properties.

**Customer Approval** Customer shall have the right for final copy approval, if so desired and reserve the right to review and edit the materials for accuracy, technical content and removal of proprietary information before internal and external distribution, or designate others to do the same. Once approved and released Endress+Hauser and Customer agree that the identified Communication Materials may be reproduced, shortened and/or distributed for editorial and promotional purposes at the discretion of Endress+Hauser, however without substantially changing the meaning, context or accuracy of the story.

It is understood that Endress+Hauser will not denigrate the Communication Materials, have them appear in an unflattering light, or use the Communication Materials in any way which can cause damage to Customer or Endress+Hauser.

**Representation and Warranties** Company represents and warrants that it owns or otherwise controls all of the rights to any Customer Materials, e.g. Customer Logo or Customer Photograph or materials or contents that Company has provided to Endress+Hauser, that the consent of no other person, corporation, or other entity is required to enable Endress+Hauser to use the Communication Materials as described herein, and that Endress+Hauser's use will not infringe upon or violate the rights of any third party, including the rights held by persons depicted in the photographic material provided to Endress+Hauser, if any. Absent violation of this Customer Approval, Company shall not be entitled to enjoin, restrain or interfere with the distribution and/or exhibition

and/or exploitation of the Communication Materials or their advertising or publicity.

**General** Any changes and modifications to this Customer Approval form require written consent and approval by both parties. This applies also to any change or modification of this written consent requirement.

Should any of the provisions in this Customer Approval form be or become invalid or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. The parties shall replace any invalid provision by a valid and enforceable provision which comes as close as possible to the economic purpose of the parties. The same shall apply for a gap in the Customer Approval form.

**This Customer Authorization form shall be governed and construed by the laws of the State of Indiana, without regard to conflict of law rules. Exclusive place of jurisdiction and venue for all disputes arising from or relating to this Customer Authorization form shall be in any state or federal court for Johnson County, Indiana, United States of America.**

**Annex 1**

**Type of Communication Material\***

<input checked="" type="checkbox"/> Case Study (CS) – including customer reference, testimonial, <del>photographs</del> , project and application information	<input checked="" type="checkbox"/> News/Magazine Article – including customer company information, testimonials, <del>photographs</del> , project and application information
<input type="checkbox"/> Application Note (AN) – does not contain customer information, only contains application photographs from customer’s site,	
<input checked="" type="checkbox"/> other: ARC Insights article written by ARC analyst giving permission to conduct interview, quote Dow and reference Dow name.	

\* default no restriction, all included

**Communication Materials**

Indicate documentation number. Identify the communication materials, including customer reference, testimonial, logos, trademarks, service marks, trade names, copyrights, photographs, documentation, etc.