

## **Lattice Customer Reference Agreement and Release**

We are pleased to invite you to participate in customer reference activities (“Activities”) on behalf of Degree, Inc. d/b/a Lattice (“Lattice” or “we”).

**1. Participation.** By participating in the Activities, you confirm that: (a) you are at least eighteen years old; (b) your employer (“Customer”) has authorized your participation in the Activities; (c) your participation in the Activities will not violate any agreement (including your employment agreement) with a third party or create a conflict of interest; and (d) you will not share with Lattice any confidential or proprietary information belonging to Customer or a third party. Your participation in the Activities is completely voluntary.

**2. Production Assets; Approval.** The purpose of the Activities (“Purpose”) is to create one or more case studies, testimonials, and/or other promotional materials for Lattice to use in its sales and marketing activities (collectively, “Production Assets”). Unless otherwise agreed to in writing by the parties, this release will apply to all occurrences of the Production Assets. You, for and on behalf of Customer, hereby give Lattice permission to use Customer’s name and other identifying information as part of the Production Assets, and any other Lattice sales and marketing activities and related reference material that Customer and Lattice mutually approve. Lattice confirms that it will obtain Customer approval of the use of Customer’s logos, images, and final content associated with the Production Assets (collectively, “Approved Content”) prior to public release. Once approved, you agree that the Approved Content may be published publicly, including publishing to Lattice’s website and social media sites. You further agree that Lattice may distribute Approved Content in printed materials, at trade shows, and/or via other marketing channels or media.

**3. Lattice Confidential Information.** This agreement, and any information provided to you by Lattice during the Activities are confidential (“Confidential Information”). As used in this agreement, “Confidential Information” means any information, including, without limitation, business, technical, and financial information, policies, vendors, reports and certifications, and testing results that is in written, oral or any other form, that Lattice designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. “Confidential Information” does not include information that: (i) is in the public domain at the time it was disclosed or subsequently comes into the public domain through no fault of yours; (ii) is already known to you before receipt from Lattice; (iii) is independently developed by you or your employer without use of Confidential Information; or (iv) becomes known to you, on a non-confidential basis, from a source other than Lattice, as evidenced by contemporaneous business records, without breach of this agreement by you. You agree to retain in confidence any Confidential Information received from Lattice. Except with the prior written consent of Lattice, you will not (i) disclose such Confidential Information to any other person or (ii) use such Confidential Information for any purpose other than the Purpose. Confidential Information may be disclosed to your employer or to employees or consultants of your employer or any parent or subsidiary of your employer who have a need to know such information, provided that such persons are made aware of this agreement and either (i) agree to observe the terms of this agreement or (ii) are bound by obligations of confidentiality of at least as high a standard as those imposed on you under this agreement. You agree that you will (a) use Lattice Confidential Information only to participate in the Activities, (b) take reasonable care to prevent any unauthorized use or disclosure of Confidential Information, and (c) not photograph, record, or share any Confidential Information with anyone.

## **4. Personal Information.**

**4.1. Personal Information Collection Consent.** With your consent, and solely for the Purpose, we may collect and process information that can identify you, including your name, email, and job title (“Personal Information”), in accordance with this agreement and the Lattice Privacy Policy at <https://lattice.com/privacy/policy>.

*I give my consent (initial here):*

**4.2. Audio/Video/Photography Collection Consent.** The Activities may involve collecting audio, video, or photographs of you. For example, we may video record an interview session with you. With your consent, and solely for the Purpose, we may record your face, voice, physical features, mannerisms,

likeness, and interactions during the Activities.

*I give my consent (initial here):*

**5. No Compensation.** You understand that Lattice will not compensate you or Customer in any way for your participation in the Activities or for our use of Production Assets.

**6. Term.** This agreement becomes effective when you sign below. Either party may terminate this agreement effective immediately on written notice. All provisions that under their terms or by implication ought to survive, including Sections 2 (Production Assets; Approval), 3 (Lattice Confidential Information), 6 (Term), 7 (Miscellaneous), and 8 (Governing Law and Jurisdiction) will survive any termination of this agreement.

**7. Miscellaneous.** All legal notices must be in English, in writing (which may be by email), and addressed to the other party's primary contact, which for Lattice is [legal@lattice.com](mailto:legal@lattice.com). Any amendment must be in writing and signed by both parties. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this agreement. The parties are independent contractors. This agreement does not create any agency, partnership, joint venture, or employment relationship. This agreement states all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. If any term (or part of a term) of this agreement is invalid, illegal, or unenforceable, the rest of this agreement will remain in effect. If this agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will govern.

**8. Governing Law and Jurisdiction.** All claims arising out of or relating to this agreement will be governed by California law, excluding California's conflict of laws rules, and will be litigated exclusively in San Francisco County, California, USA; the parties consent to personal jurisdiction in those courts.

*Agreed by:*

Full Name:

Customer Name:

Signature:

Email Address: Date: