

Rules Governing EMC's Momentum User Groups (United Kingdom)

Article 1: Introduction

The following rules ("Rules") shall serve as guidelines for the structure and management for all EMC Information Intelligence Group ("IIG") Momentum User Groups (hereafter "Momentum User Groups" or "Groups").

Article 2: Name

All user groups shall use the name "EMC Momentum User Group" followed by their location, industry and/or product focus, if applicable (e.g., EMC Momentum User Group – London; EMC Momentum User Group – Financial Services; Momentum User Group – The Midlands, Captiva).

Article 3: Purpose

Momentum User Groups are Customer -led groups, categorized by region and/or IIG product line that hold regularly scheduled meetings. "Customer" refers to the professionals employed by (i.e., employees of) end user customers of EMC's IIG products. The goals of these meetings are to:

1. Maximize members' knowledge and use of IIG products and services
2. Learn about new IIG products and services
3. Network, exchange ideas and share experiences with peers and EMC staff, subject to Article 18.

Article 4: Membership

Participation in a Momentum User Group is a convenient and inexpensive way for IIG Customers to receive technical content and education, share best practices and network with a group of peers.

Group membership is open to all current IIG Customers that wish to participate in the activities of the Group, agree to comply with the Rules, and complete a membership registration as required under article 15 ("Member"). Those that qualify as Sponsors as defined below are precluded from being Members even if they are also IIG Customers.

Article 5: Group Composition

Groups must adhere to the following:

1. Maintain active membership of at least 20 Members
 - a. Members are considered active if they have attended at least one Momentum User Group meeting within the past 12 months
2. Hold at least one meeting each calendar year
3. Maintain group leadership and Sponsorship, as described below

Article 6: Leadership

Each Group must have one (1) but no more than four (4) Members participating in an active leadership role, as Group Leaders ("Leaders"). Leaders will be the primary points of contact for their Groups and have general responsibility for coordinating group activities with the person designated by EMC (EMC employee) to serve as the Group manager ("Manager"). Only current IIG Customers may serve as Leaders. There can be only one (1) Leader per company as determined by EMC.

Article 7: Duties of Leaders

- A. Leaders will act as the main communications conduit between the Manager and the Members themselves. Leaders must:
 - a) Have strong networking and communications skills, and the ability to encourage and maintain group membership and interest
 - b) Have experience with IIG products and services
 - c) Be a current Customer in good standing as determined by EMC
 - d) Be prepared to dedicate approximately 2-4 hours per month to the facilitation of their Groups' meetings and activities
 - e) Act ethically and fairly, and adhere to these Rules

- B. The responsibilities of Leaders include:
 - a) Identifying meeting cadence, dates, locations
 - b) Canvassing members for suggestions and setting meeting agendas
 - c) Driving registration programs to increase Group membership
 - d) Meeting and discussion facilitation
 - e) Tracking meeting attendance and providing attendee lists to EMC as required under article 17.
 - f) Maintaining meeting minutes/notes
 - g) Monitoring adherence to these Rules and reporting to EMC any deviations from these Rules
 - h) Communicating with membership
 - i) Providing EMC with Momentum User Group website content for Group's website ("Website")
 - j) Conducting annual Group Leader elections as required under Article 10.
 - k) Ensuring that all Group related email and other communication with the Members is sent solely to Members that have opted-in to receive such information.
 - l) Regularly providing EMC with updated contact information for Members as required under Article 17. Leaders must safeguard the contact information and not use or disclose it except as described herein.

- C. Leaders may resign at any time with 30 day written notice submitted to the EMC Momentum User Group Manager

- D. If Leaders cannot reach consensus on any matter being considered, then a formal vote shall be taken where a majority of the Leaders will decide the issue, subject to these Rules and EMC's approval. Leaders will keep appropriate written records of its actions and votes, which may be audited by EMC upon request. Leaders may delegate functions amongst themselves.

- E. When a Member ceases to be a Leader, the Member will assist and cooperate in transitioning to the new Leader or EMC, which includes by way

of example, promptly turning over any records or information related to the Group accumulated while serving as a Leader.

Article 8: Sponsorship

EMC reseller and channel partners, VARs and system integrators in good standing with EMC ("Partners") have the non-exclusive opportunity to sponsor one or more Group events, at the sole discretion of EMC. Sponsoring Partners are the only Partners allowed to attend the Momentum User Groups.

Article 9: Duties of Sponsors

- A. IIG Partners may sponsor Group meetings according to these Rules ("Sponsors"). In exchange for funding Group meeting expenses, Sponsors may send up to 2 attendees to the Group event to network with Members. Sponsorship fees can vary depending upon the number of meeting attendees, dates and locations. Only sponsoring Partners will be eligible to attend the Groups. Sponsors must agree to abide by the Rules.
- B. Sponsors may co-present with a Customer at the Group.
- C. To sponsor and present requires the consent of the majority of Group's Leaders and prior written consent of EMC. Sponsorship privileges are non-exclusive, granted and may be revoked at any time at the sole discretion of EMC.
- D. Momentum User Group Sponsors must:
 - a) Have experience with IIG products and services
 - b) Be a current EMC partner in good standing
 - c) Comply with the most recent Rules including by way of example, conduct requirements in Article 14
- E. Benefits of Sponsors (depending upon sponsorship):
 - a. Partner Logo may appear on meeting or event invitations and Website in conjunction with sponsored event(s) or Group
 - b. Submit agenda items for consideration at topics for Group meetings
 - c. Send up to two people per Sponsor
 - d. Network and discuss relevant issues with Customers and EMC Staff
 - i. Limit of two (2) different Sponsors per meeting, unless more sponsors are warranted at the sole discretion of the Momentum User Group Manager
 - e. Attendee List from Sponsor driven promotions subject to Members election to opt-out per Article 23.
 - f. Up to one case study presentation allowed, subject to approval by EMC.
- F. Sponsors may also be asked to assist EMC and Leaders with:
 - a) Identifying meeting cadence, dates, locations
 - b) Canvassing members for suggestions on meeting agendas and setting meeting agendas
 - c) Driving registration programs to increase Group membership
 - d) Meeting facilitation
- G. EMC will invoice all expenses to the Sponsor, and the invoice must be paid directly to EMC within the stated payment terms on the invoice.

Article 10: Elections

- A. Each User Group is required to hold annual elections for Leader positions at their first meeting of the calendar year. All Members and Leaders are eligible to cast one (1) ballot for each number of open Leader positions for the Group, as approved in advance by EMC. 1. No cumulative voting is permitted. Elections must be held with a written ballot. All Leader candidates must meet the membership requirements defined in Articles 4 and 7 throughout their tenure as a Leader. Leaders may run for concurrent terms. Terms run approximately one year from elected date. In instances where a new group is formed or, should no or too few qualified Leader candidates come forward, or if EMC is required to dismiss a Leader including by way of example, for breaching the requirements of the Rules, EMC reserves the right to appoint Leaders at its sole discretion or act as the group's Leader until such a time that one can be appointed or elected. Should a Leader step down at any time EMC reserves the right to appoint a replacement Leader.
- B. Election results (and all ballots, if requested) must be provided to the EMC Momentum User Group Manager within five (5) business days of the election.

Article 11: Meeting Agendas

- All Groups are required to adhere to the following agenda requirements:
- A. All Groups shall hold 1-4 meetings ("Meeting") per year.
 - B. Leaders and Sponsors will hold an event planning meeting with the Momentum User Group Manager 8-10 weeks prior to the Meeting date (to discuss their upcoming Meeting agenda, speakers, date and location).
 - C. Each Meeting must have a speaker from EMC present a product/service or roundtable topic at the event.
 - o The EMC speaker must be coordinated through the Manager.
 - D. Other speakers may present to the Group if approved as described above
 - o Customers and partners may contact the EMC Momentum User Group Manager directly with speaking requests, however, requests should be initially initiated through the Group's Leaders.

Article 12: Invitation

- Meetings will be announced to Customers in the following manner:
- A. All Groups are required to communicate upcoming Meeting information to opted-in Members via an email invitation template provided by EMC.
 - B. Leaders and Sponsors can send additional messaging to their own customers and colleagues on upcoming meetings with EMC's approval. EMC reserves the right to review and edit this invitation prior to deployment.
 - C. Group information may be posted on EMC Community Network websites.

Article 13: Meeting Registration

Meeting invitations must use the registration link provided by EMC. No other registration mechanism is permitted. Electronic notices of Meetings/agendas shall be distributed to all Members at least 3 weeks prior to any meeting.

Article 14: Conduct

Customers and Sponsors are expected to maintain their professionalism with all Group communications and Meetings. This includes by way of example,

- A. Sponsors and Customers are not permitted to use Group communications or Meetings as a forum to promote their products and services.
- B. Sponsors and Customers are not permitted to use Meetings or Group communications to negatively position or disparage a Customer, Partner, EMC, or EMC products, solutions, and/or services.

If a Member or Sponsor is found to be violating this article or otherwise be in violation of these Rules, EMC may, in its exclusive judgment, immediately suspend and/or revoke the status of such Member/Leader or Sponsor.

Article 15: Website & Email

The Momentum User Group shall have a Website located at: (emc.com/mug)

- A. IIG Customers wishing to apply for membership shall complete a membership registration form via the Website
- B. The Manager will participate in the role of Webmaster, updating the Website and sending out email blasts and other communiqués to Members and prospective Members on behalf of Momentum User Group Leaders
- C. Leaders shall retain responsibility for providing any relative content to the Momentum User Group Manager to post to the Momentum User Group Site.
- D. The list of Members and their contact information is the property of EMC, and may not be used by the Group, Sponsor, Partner, Leader, or any Member except as authorized hereunder or as authorized by EMC in writing.

Article 16: Fee Collection Prohibited

Groups shall not collect fees from Members. Group events will be funded by the Sponsors and/or EMC as necessary.

Article 17: Database

EMC will maintain the database of active Members. All Leaders will be required to submit their meeting registration and attendance lists to EMC within five (5) business days of their events. This list is the sole property of EMC.

Article 18: Waiver and Release for EMC

Leaders, Members, Sponsors, and their invitees understand and agree that any information or communication provided to EMC or the Group in connection with the Group or any Group / Leader meeting shall be provided by the submitter and received by EMC on a non-confidential basis. Such information shall be considered non-confidential and property of EMC. By submitting any such information to EMC, Leaders, Members, Sponsors, and their invitees agree to a no-charge assignment to EMC of all worldwide rights, title, and interest in copyrights and other intellectual property rights to the information. EMC shall be free to use such information on an unrestricted basis.

Article 19: Not Represent EMC

Leaders, Members and Sponsors agree and understand that they are not representatives of EMC, and that have no authority to make any statements, representations, warranties, or agreements for or on behalf of EMC.

Article 20: Revisions to Rules & Termination

EMC reserves the right to change any provision within these Rules at its discretion. EMC may also terminate a Group effective upon notice by email to the Group's Leaders and any registered Members. Should a Group be terminated, any remaining Sponsorship money shall be returned to the contributing entities.

Article 21: Trademarks

The trademarks, logos, and service marks (collectively "Trademarks") appearing on the Website or associated with the Groups or EMC are the property of EMC and other parties. Nothing contained in the Rules or the Website should be construed as granting any license or right to use any Trademark without the prior written permission of the party that owns the Trademark.

Article 22: Anti-Trust/Competition law

The Group shall observe all applicable legal requirements including (but not restricted to) by way of example, anti-trust and competition law restrictions. Members and Sponsors (including their invitees) must be sensitive to applicable legal restrictions including any restrictions of anti-trust and competition laws, which prohibit certain discussions about pricing or other issues that may constitute a restraint of trade or. Violations of antitrust or competition law may result in both criminal and civil penalties. If at any time a Member or Sponsor feels uncomfortable with the discussion as it relates to the anti-trust or competition policy, he or she is encouraged to raise such an objection or leave the room.

Article 23: Privacy

By registering to become a Member, Customers agree to receive communications and information related to the Group and its meetings typically but not exclusively by email. Customer's also understand and agree that Sponsors may be provided with the contact information of Members that participated in an event sponsored by that Sponsor. Customers may inform the Leaders or EMC if it wishes to opt-out of receiving, or modify the manner in which it receives, such any communications.

Article 24: Content and Liability Disclaimer

Neither EMC nor the Group shall be responsible for any errors or omissions contained on the Website, and EMC reserves the right to make changes anytime thereto without notice. Mention of non-EMC products or services in connection with the Group, the Website or any Meeting, is provided for informational

purposes only and constitutes neither an endorsement nor a recommendation by EMC. All EMC and third-party information provided in connection with Group or its Meetings are provided on an "as is" basis.

EMC DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS WHETHER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION (INCLUDING ANY THIRD PARTY LINKS) PROVIDED ON THE WEBSITE OR IN CONNECTION WITH THE GROUP, INCLUDING IMPLIED WARRANTIES AS TO TITLE AND IMPLIED CONDITIONS OF MERCHANTABILITY QUALITY AND PURPOSE.

In no event shall EMC be liable for any damages whatsoever, and in particular EMC shall not be liable for any direct, special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue or loss of use, cost of replacement goods, loss or damage to data arising out of the use or inability to use any Website, any information provided in connection with the Groups, its Meetings or the Website, or any EMC product or service. This includes damages by way of example, arising from use of or in reliance on the documents or information present on the Website or at a Meeting (including any information posted, placed, or provided by anyone other than EMC), even if EMC has been advised of the possibility of such damages.

Article 25: Law and Venue

These Rules and any dispute arising in relation to the Rules or the Group shall be governed by the laws of England, and shall be subject to the exclusive jurisdiction of the English courts.