



Dropbox Design Research Observation Consent & Confidentiality Agreement

In exchange for your agreement to these terms, Dropbox, Inc. and its affiliates ("*Dropbox*" or "*we*" or "*us*") intend to provide you with access to some of our designs and features so that we can get your feedback. Our goal is to test, analyze, develop and improve on the design of Dropbox products with your input.

1. What & Why We Record.

We'll make some combination of video or audio recordings (including transcripts), photos of our session, and screen captures of devices used during our session ("Recordings") with your consent during our session together. The Recordings help us to focus on our time together, rather than on taking notes.

2. The Rights You Give Us.

You agree that Dropbox owns all right, title and interest in the Recordings and any other feedback, comments, suggestions, survey responses or other materials ("Feedback") you give us in relation to the study, and you agree to provide us any assistance we require to document and maintain our rights in the Feedback. You give us permission to use the Recordings, including your name and likeness, for our internal research purposes (including sharing all or portions of the Recordings confidentially with trusted third parties Dropbox engages for assistance with these purposes). You also agree that we may contact you by email or by phone in the future to discuss your Feedback.

3. Your Rights.

Subject to applicable data protection laws you may have the right to access the personal data we hold about you and to request it to be deleted. These rights are not absolute and are subject to various conditions under applicable data protection and privacy legislation and the other laws and regulations to which we are subject. If you would like to exercise your rights or if you have any queries or concerns about the way that we use your information, please contact us at privacy@dropbox.com.

4. Third Party Tools.

We may use third-party applications, platforms, or services ("Third-Party Tools") to collect information about your experiences during the Session for Dropbox's research purposes. A Third-Party Tool may have its own terms of service and privacy policy (collectively, "Policies"), and you acknowledge and agree that your use of any Third-Party Tool will be subject to the third party's applicable Policies.



5. Confidentiality.

"Confidential Information" means any technical, business or product information shared by us during the study that is identified as confidential, beta, or unreleased, or that should otherwise reasonably be understood to be confidential. You agree not to disclose, share, or use any Confidential Information for any purpose other than participating in the study (i.e., you won't talk about or share these ideas with anybody.) You won't copy any Confidential Information, and, if asked, you'll return any Confidential Information you still have. The unauthorized use or disclosure of Confidential Information would cause us irreparable harm, and we may obtain immediate equitable relief to enjoin any unauthorized use or disclosure of Confidential Information, in addition to other rights and remedies we may have.

6. Dropbox Cannot Use the Recordings in Marketing Materials and Presentations.

Dropbox does not have permission to use Recordings and your photos in advertisements or marketing material without first receiving your separate written consent.

7. Use of Unreleased Services.

Any feature or product we are still testing and evaluating prior to release may not yet meet our high standards. For this reason the use of any beta or other unreleased product is at your own risk. *Dropbox specifically disclaims all liability arising from or in connection with use of any unreleased products provided to you as part of this study or under these terms.*

8. Thank You!

To thank you for participating in the study, we may provide you with a gift. If we do, we will specify the gift in the email we sent you asking you to participate in our study.

9. Miscellaneous.

This agreement is governed by the laws of the State of California (excluding conflicts of law). Any claims relating to this agreement will be resolved in San Francisco, CA, though we'd love to resolve things informally first. Please also note that this agreement supersedes any prior or present agreement on this topic between you and us, and we may assign our rights and obligations under this agreement to others.

Research Subject Name:

Signature:

Name:

Title:

Date:

Address: