## PLEASE READ AND ACCEPT THE FOLLOWING REGISTRATION AGREEMENT(S) TO PROCEED WITH REGISTERING

- 1. <u>Registrant, Presenter and Exhibitor Release</u>. As part of its archival, educational and/or promotional efforts, Emerson may record the events of Emerson Exchange. Accordingly, as partial consideration for your admission to Emerson Exchange, you hereby agree to the following for no further compensation (monetary or otherwise):
- a. <u>Consent</u>. You hereby consent to Emerson's photographing, filming, taping and/or recording of you, your presentation(s) and/or your exhibit(s) at all times during Emerson Exchange, regardless of whether you are aware or unaware of such activities. The results and proceeds of such photography, filming, taping and/or recording (including, without limitation, all photographs, films, and sound recordings, and all elements and derivatives thereof) are referred to herein collectively as the "Works."
- b. <u>Grant of Rights</u>. You hereby grant Emerson the non-exclusive, irrevocable, unconditional, unencumbered, transferable, sub-licensable, royalty-free, fully-paid, perpetual and universe-wide license to reproduce, prepare derivative works based upon, distribute, transmit, publicly perform, publicly display, exploit and otherwise use the following, whether in original or modified form, in relation to the Works or any portions thereof, for any commercial or non-commercial purpose, and in any manner, medium or form, whether now known or hereinafter devised, as Emerson sees fit: (a) your name, likeness, voice, image and biography; (b) your presentation(s) at Emerson Exchange, if any, together with any names, trademarks and content used in connection with such presentation(s); and (c) your exhibit(s) at Emerson Exchange, if any, together with any names, trademarks and content used in connection with such exhibit(s).
- c. General Release; Limitation of Liability. You hereby release Emerson and ITS officers, directors, owners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, assigns, transferees and licensees from and against all claims you have or may have against any of them for infringement, dilution, violation of the rights of privacy or publicity, defamation, disparagement, personal or emotional injury, property damage, negligence, or any other legal theory arising from or in connection with any of the Works or any of the activities described herein. You waive your right to, and in no event shall you seek to, enjoin any of the Works or any exercise of the rights or privileges granted, conveyed or released hereunder.
- d. Representations and Warranties; Indemnification. You hereby represent and warrant to Emerson that: (a) no obligation, disability, agreement or adverse claim exists that restricts your grant, conveyance or release of any rights or privileges hereunder; (b) Emerson is not required to seek the permission of or compensate any third party(ies) to exercise any such rights or privileges; and (c) your contributions to the Works, if any, do not infringe upon or violate the proprietary, privacy, and/or publicity rights of, or defame or disparage, any person or entity. You shall indemnify, release and hold harmless Emerson and its officers, directors, owners, agents, employees, representatives, parents, subsidiaries, affiliates, successors, assigns, transferees and licensees from and against all liabilities, claims, suits, demands, judgments and other actions brought by third

PARTIES AGAINST ANY SUCH INDEMNITEES, TOGETHER WITH ANY DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING REASONABLE COSTS AND OUTSIDE ATTORNEY(S) FEES) INCURRED BY ANY SUCH INDEMNITEES, ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF THE FOREGOING REPRESENTATIONS AND/OR WARRANTIES.

e. <u>Personal Responsibility.</u> By accepting these Terms & Conditions, you acknowledge receipt of the Attendee Code of Conduct provided during the conference registration process and agree to be bound by its terms, which are incorporated herein (reference <u>here</u>). If you fail to comply with the Code of Conduct, Emerson Global Users Exchange Board of Directors reserve the right to refuse your entry to this or future conferences. No refunds will be provided for any conference-related expenses (including, but not limited to, registration fees, exhibiting fees, booth fees, travel/entertainment expenses, and so forth).