

TERMS AND CONDITIONS

AGREEMENT

This Summer RosettaCon2024 Registration Agreement (the "Agreement") constitutes a binding contract between the participant, whose name and address are given on the Summer RosettaCon2024 Registration Form ("Participant"), and the Rosetta Design Group LLC ("RDG"), individually, a "Party", or together, "Parties", effective on such date when payment is made by Participant and received and accepted by the RDG.

DESCRIPTION OF SUMMER ROSETTACON 2024

Summer RosettaCon2024 (the "Conference") has two (2) options for attendance: 1) live at the Suncadia Resort (the "Venue") in Cle Elum, WA, and 2) Virtually. The Conference shall begin on August 5th of 2024 and continue through August 9th of 2024. Details of and related to the Conference may be modified by RDG at any time with or without notice, though RDG will use its best efforts to notify Participant of any material changes.

REGISTRATION PAYMENT TERMS

Participant acknowledges and understands that the Conference dates, times, and locations, may change due to unforeseen circumstances or circumstances beyond RDG's control. In the event of said changes, refunds will be considered on a case-by-case basis and solely at RDG's discretion.

Refunds requested by Participant due to illness are solely at the discretion of RDG.

LIMITATION OF LIABILITY AND DISCLAIMERS

(a) If Participant is attending live at the Venue, Participant shall pay the Venue directly for all incidental charges incurred by Participant. RDG shall not be liable for any loss, claim, or damage to Participant arising in any way from the Conference or travel to and from the Conference, including but not limited to the services provided by the Venue, the condition of or maintenance of any facilities of the Venue, negligence or misconduct of employees or owners of the Venue, or personal injury. RDG shall not be liable to Participant for cancellation or termination of the Conference in the event that either RDG or the Venue deem the facilities to be unfit for the Conference as a consequence of weather, fire, war, or any other extraordinary causes beyond the reasonable control of RDG.

(b) RDG gives no warranties in respect to any aspect of the Conference, including but not limited to virtual or streaming aspects, or any materials related thereto or offered at the Conference, whether live or streaming, to the fullest extent possible under the laws governing this Agreement. RDG disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Conference in all forms is provided on an "as-is" basis.

(c) RDG makes no claims of any kind with respect to the Conference and shall not be liable or responsible for any statements or demonstrations made during the Conference. Participant acknowledges that any dealings with third parties are made solely at Participant's own risk. RDG shall not be liable for any loss, claim, or damage resulting from Participant's violation or infringement of the rights of others, or third-party violation or infringement upon Participant's

rights, of rights including but not limited to patent, trade secret, copyright, or other proprietary rights.

(d) Participant acknowledges and understands that any activity associated with the Conference, including but not limited to tours of facilities, outdoor activities, and any other extra-curricular activities, is fully at the risk of Participant, and RDG will not be held liable under any circumstance in the event of personal injury (including death) during the activities. Participant assumes the risks and responsibilities surrounding his/her/their participation in the activity, including determining whether he/she/they has the physical conditioning to undertake the activity. In addition, Participant (including his/her/their heirs and personal representatives) shall release, hold harmless, and indemnify RDG from and against any claims, demands, actions, causes of action, lawsuits, expenses, or losses (including attorneys' fees) on account of property damage or personal injury (including death) arising out of or attributable to participation in activities associated with the Conference.

(e) RDG is a limited liability company, independent of the Rosetta Commons Foundation Inc (RCF), the University of Washington ("UW") and other Rosetta Commons members and institutions participating in the Rosetta Commons. RCF, UW, other Rosetta Commons members and institutions of the Rosetta Commons are not parties to this Agreement and have no liability to Participant of anything covered by this Agreement. RCF, UW, Rosetta Commons members and institutions of Rosetta Commons will be indemnified, and held harmless by Participant from and against any claim, liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature, based upon, arising out of, or otherwise relating to this Agreement.

(f) Participant acknowledges and understands that the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof (collectively, "COVID-19")) is extremely contagious and that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any place where people are or have been present, including the Conference, and that no level of precautions taken by RDG or public health officials can eliminate the risk of exposure. By participating in the Conference, Participant represents that Participant is complying with all relevant protocols based on orders, guidance, and recommendations from public health officials. Participant voluntarily assumes all risks related to exposure to COVID-19 and other communicable diseases, viruses, bacteria, or illnesses and specifically releases and discharges RDG from any and all claims relating to such injury, disease, virus, bacteria, or illness in connection with the Conference.

OWNERSHIP OF MATERIALS AND PRESENTATIONS

All materials provided by RDG, Participant, or third parties during the Conference shall remain the property of the copyright holder. Participant may use the material solely in connection with the Conference and for no other purpose without prior written consent of the copyright holder.

USE OF NAME

Participants consent to RDG using their name, logo, and trademarks for the sole purpose of announcing to other participants who is in attendance at the Conference. Outside

of the aforementioned scope, neither Party shall use the name, logo, or trademarks of the Other Party or its affiliates

in any sales, promotion work, advertising, or any other form of publicity, without prior written consent of said Party.

LIKENESS RELEASE

I hereby authorize RDG to photograph or film me and consent to the use of my likeness and image in any and all publications, educational materials, research, marketing, advertising, news media, and Web materials. I understand and agree that such materials, including all negatives, positives, digital images, and prints shall become and remain the sole property of RDG and I shall have no right or title to such items. I agree that RDG does not owe me any compensation for the acts that I have consented to in this likeness release. I further understand and agree that these materials may be kept on file and used by RDG for potential future purposes and further agree to release RDG from any and all liability arising from or in connection with the taking, use, publication, or dissemination of such materials.

INDEMNITY

Each Party shall indemnify, defend, release and hold harmless the Other Party, its parents, affiliates, subsidiaries, officers, directors and employees against any liabilities, claims, losses, judgments, penalties, awards, expenses and damages (including attorneys' fees) incurred by the Other Party to the extent that such claims result from negligence or willful misconduct by either Party in the fulfillment of this agreement, or breach of any material term or condition of this Agreement by any Party, to include without limitation the representations and warranties set forth in this Agreement. Each Party agrees to give the Other Party prompt notice of such claims and to permit the Other Party to control the defense or settlement thereof. However, Each Party reserves the right to participate in the defense of any such claim through its own counsel and at its own expense. All indemnification provisions in this Agreement shall survive termination of this Agreement.

GOVERNING LAW

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the state of New Mexico, without giving effect to the conflicts of law rules thereof. The parties irrevocably agree that the courts in the city of Albuquerque, in Bernalillo County, New Mexico have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).