SOCIETY FOR CLINICAL RESEARCH SITES (SCRS) SITE SPARK COMPETITION RELEASE

In consideration of my participation in the Site Spark Competition (the "Competition") to be held during an Annual Meeting of the Society for Clinical Research Sites ("SCRS") and any resulting publicity benefits, I agree to be bound by the following terms:

- 1. <u>Submission and Release of Idea</u>. In connection with the Competition, I am voluntarily submitting certain ideas and/or materials on how technology can make clinical research sites run more smoothly and efficiently (the "Idea"). The term "Idea" includes all current and future submissions of written works, presentations, proposals, marketing or promotional plans, drawings, or other content or materials related to the Idea, whether in written, oral, video or electronic form (collectively, "Materials"). By submitting the Idea and Materials, I relinquish all right, title and interest in and to the Idea and Materials for the benefit of the public.
- 2. <u>Representations and Warranties</u>. I represent and warrant that, prior to execution of this Release, I am the sole author and owner of the Idea and Materials and that no other person or entity has any right of ownership, title, interest or license to use the Idea or Materials. I have the full right and power to submit the Idea and Materials in this Competition.
- 3. No Confidentiality/No Payment. The Idea and Materials are not being submitted in confidence, and the submission of my Idea and Materials does not create any confidential relationship with SCRS, its sponsor(s) or any other party. I understand that the Idea and Materials will be discussed with others to evaluate in the Competition and thereafter. I agree to the release of the Idea and Materials to SCRS, its judges, sponsors, members, attendees and the general public during the SCRS Annual Meeting, the Competition and thereafter. Neither SCRS nor any other party will make any payment, and they will not undertake any obligation to make a payment, for the Idea or Materials submitted in the Competition. I further recognize that other individuals may have submitted to SCRS or to others or made public, or may in the future originate and submit or make public, identical or similar ideas which SCRS or others may have the right to use. I will not be entitled to any compensation for the use of such ideas, even if they are identical or similar to the Idea or Materials.
- 4. <u>Return of Materials</u>. I have retained at least one copy of the Materials, and I agree that SCRS does not have any obligation to return the Materials to me. I further agree that SCRS will not be liable for any damage to the Materials in its possession.
- 5. <u>Use of Images</u>. I hereby grant SCRS the right and permission to copyright and/or use, reuse and/or publish, and republish my name, photograph, likeness, image, voice, or any other personal attribute whatsoever ("Images") in any media for any advertising, business or commercial purpose related to the Competition or SCRS, without receiving any compensation therefor. I acknowledge and agree that the rights granted herein include the right to distribute, exhibit, edit or otherwise use the Images in whole or in part, by any method and in any media, whether now known or developed in the future, including, but not limited to, newspapers, magazines, brochures, transparencies, motion pictures, television (network, cable, syndication, satellite), radio, video, DVD, CD-ROM, or the internet throughout the world in perpetuity. I hereby waive any right to inspect or approve the finished product that may be used in conjunction with my Images or to the eventual use that they might be applied.
- 6. <u>Release</u>. I hereby release, discharge and agree to save harmless and indemnify SCRS, its owners, shareholders, affiliates, employees, directors, officers, representatives, agents, successors, assigns,

sponsors, or any person or persons, corporation or corporations, for whom it might be acting, including, without limitation, any firm publishing and/or distributing the Idea, the Materials, and/or any related product or service, in whole or in part (collectively, the "Indemnitees"), from and against any and all actions, claims, causes of action, demands, liabilities, losses, damages, costs, and expenses and any other liability whatsoever, and any attorneys' fees and expenses relating to its defense of any suit or action brought against the Indemnitees due to any claim whatsoever based on any use of the Idea, Materials or any related product or service. I further agree not to instigate, support, maintain, or authorize any action, claim, or lawsuit against SCRS, sponsor(s), or any other person, on the grounds that any use of the Idea or Materials, or any related product or service, infringe or violate any of my rights therein.

- 7. <u>Governing Law/ Jurisdiction</u>. I agree that this release, authorization and agreement ("Release") will be governed by and interpreted in accordance with the laws of the State of Maryland (without regard to its principles of conflicts of law), and that that I submit to the exclusive jurisdiction of the state and/or federal courts located within the State of Maryland for any claim related to this Release or the Idea.
- 8. <u>Binding</u>. This Release shall be binding and inure to the benefit of my heirs, administrators, executors, personal representatives, successors and assigns.