

AutomationXchange

PRESENTED BY CONTROL & CONTROL DESIGN | POWERED BY VERTICALXCHANGE

2010 Participation Agreement

This Agreement is made as of the date listed below between AutomationXchange, LLC, d/b/a AutomationXchange ("AX") and _____ (Name), _____ (Title), for _____ (Company ("Participant")).

AutomationXchange, LLC organizes AutomationXchange™ events, which are facilitated three-day forums that align executive decision makers having significant buying power with principal marketing and sales executives, for the purpose of concise, one-to-one meetings. Participant has agreed to participate in an AutomationXchange event, as further described in this Agreement. In consideration for the mutual promises contained herein, the parties agree as follows:

1. In consideration for AutomationXchange, LLC's organization of an AutomationXchange event described in paragraph 3 for the process automation industry (the "AX Event"), Participant will attend the AX Event. Such attendance shall include full time participation in all meetings and activities sponsored by AX in connection with the AX Event by a decision maker of Participant who has final decision-making authority for Participant (the "Decision Maker"). The cost of attending the AX event is \$1,500 for the lead participant. We also encourage participant to bring additional executives, at a reduced cost. This registration package cost is available for \$1,800. All of the attendees must be involved in the purchasing process for Participant. In consideration for Participant's attendance, AX shall organize the AX Event, secure the attendance of key vendors from Participant's industry, and facilitate one-on-one appointments between the Participant and such vendors.
2. AX shall make reservations, and pay all transportation expenses for Participant to attend the AX Event, including coach airfare, hotel accommodations, and ground transportation to the location of the AX Event for the attendee. AX will also provide meals to such person. AX shall not, however, be responsible for personal expenses of any persons attending the AX Event, including but not limited to telephone and fax charges, personal incidentals, sightseeing, and food and beverages the attendee elects to purchase outside of those provided by AX. The Participant may bring additional staff and/or guests to the AX Event at Participant's expense. Additional attendees paying \$1,800 registration fee will be provided above services.
3. The AX Event shall be held at the following location on the dates indicated: Dates: August 8 – 11, 2010, at The Lodges of Deer Valley, Park City, Utah.
4. Participant acknowledges that in reliance upon Participant's agreement to send the persons specified in paragraph 1 to the AX Event, AX will incur significant expense, and go to significant effort to organize the AX Event. Participant acknowledges that if it fails to send such persons to the AX Event, or they fail to attend scheduled meetings and events, AX will suffer significant losses, including loss of non-refundable airfare and hotel payments, and obligations to refund amounts paid by vendors for attendance at such meeting. If participant cancels their participation on or before April 9, 2010 they will be liable for a charge of \$1,500.00 (One thousand five hundred dollars). If they cancel on April 10, 2010 or after, they will be liable for a charge of \$2,500.00 (two thousand five hundred dollars). Participant may suggest a suitable replacement; however, the acceptance of suggested replacement is at the sole discretion of AX.
5. This Agreement shall be interpreted in accordance with the laws of Minnesota. Any dispute concerning this Agreement, or the Participant's participation in the AX Event, that the parties are unable to resolve on their own, shall be exclusively venued in the state and federal courts of Minnesota, located in Hennepin County, Minnesota, and each of the parties agrees to submit to the exclusive jurisdiction of such courts with respect to such disputes.

Participant: _____
(Company Name)

AutomationXchange, LLC, d/b/a AutomationXchange

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____