Event Terms and Conditions

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

In consideration of being permitted by Pendo.io, Inc. and its affiliates ("Pendo") to enter the premises of Kings Place,, located in London's Kings Cross) (the "Premises") in order to participate in Pendomonium EMEA 2022 (the "Activity") and in recognition of Pendo's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "Release").

I am aware of the contagious nature of COVID-19 (the "Virus") and the risk that I may be exposed to or contract the Virus by being on the Premises and engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, and/or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others who are also on the Premises. I understand that while Pendo has implemented preventative measures designed to reduce the spread of the Virus, Pendo cannot guarantee that I will not become infected with the Virus while on the Premises and that being on the Premises may increase my risk of contracting the Virus. I agree that I will follow all current required safety precautions while participating in the Activity and on the Premises. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE VIRUS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE RELATED TO THE VIRUS, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF PENDO OR OTHERWISE.

To the extent permitted by law, (1) I hereby expressly waive and release any and all claims, now known or hereafter known, against Pendo, and its officers, directors, employees, agents, affiliates, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting the Virus, whether arising out of the ordinary negligence of Pendo or any Releasees or otherwise, and (2) I covenant not to make or bring any such claim against Pendo or any other Releasee, and forever release and discharge Pendo and all other Releasees from liability under such claims.

There are no other documents or oral agreements, representations, or warranties between Pendo and me that cover the subject matter addressed above. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release. This Release is binding on and shall inure to the benefit of Pendo and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the I laws of the United Kingdom without giving effect to any choice or conflict of law provision or rule.

BY REGISTERING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PENDO.

EVENT GUIDELINES

General

This event is produced by Pendo.

We reserve the exclusive right to restrict access by any delegate.

All delegates must be at least 18 years of age.

By registering for this event, you agree to abide by all applicable rules and regulations.

The views and opinions expressed at this event do not necessarily reflect those of Pendo. While we selectively curate each panel of presenters, we exercise no editorial discretion over their content.

Event Code of Conduct

Pendo is committed to promoting a corporate culture that is centered on integrity, accountability and ethical business conduct. Pendo expects all event attendees to adhere to high ethical standards and to avoid engaging in any activity that involves even the appearance of impropriety. All delegates, attendees, speakers, sponsors and volunteers at our conference are required to agree with the following Code of Conduct. Organisers will enforce this Code throughout this

event. We are expecting cooperation from all attendees to help ensure a safe environment for everybody.

Pendo expects that all attendees will:

- Be **considerate and respectful** of all other attendees.
- **Refrain from demeaning, offensive, discriminatory, or harassing** behavior, materials, and speech.
- Speak up if they observe anything at an event that conflicts with this Code of Conduct. If you are being harassed or feel uncomfortable, notice that someone else is being harassed, or have any other concerns, please contact a member of the Pendo event staff immediately.
- Respect any confidentiality requests by Pendo, speakers and other attendees and take steps to preserve the confidentiality of all presentations and materials shared with you at this event by Pendo, speakers and other attendees.

Pendo affirms the principle of equal employment and business opportunities without regard to any protected characteristic, including but not limited to: race, religious creed, national origin, color, sex or gender, gender identity or expression, age, mental or physical disability, mental condition, pregnancy, marital status, national origin/ancestry, genetic information, political affiliation, military and protected veteran status, sexual orientation, or any other characteristic protected under UK law. Pendo policy prohibits harassment in any form and Pendo expects event attendees to practice and promote an event environment free from harassment and discrimination.

Pendo reserves the right to limit attendance at its events, at its sole discretion. If you do not comply with this Code of Conduct, Pendo reserves the right to remove you from this event, prohibit your attendance at future Pendo events, and/or pursue other means necessary to appropriately address your failure to comply with the Code.

Please raise any issues or concerns at a Pendo event immediately to the onsite Pendo staff.

Future Product Disclaimer

The presentations and associated materials offered during this event may include statements about Pendo's product development plans. Many factors can materially affect Pendo's product development plans and the nature and timing of future product releases. Accordingly, this information is provided to you solely for informational purposes only, and is not a commitment to deliver any material, code, or functionality and should not be relied upon in making purchasing decisions. The development, release, and timing of any features described remains at the sole discretion of Pendo.

Use of Data and Personal Information

Pendo uses your registration data to facilitate your participation in this event and provide you with additional information about our services in accordance with applicable data privacy and protection laws, as well our <u>Privacy Statement.</u>

Pendo takes the privacy of your personal information very seriously. By registering for this event, you understand that Pendo may disclose your registration data (e.g., name, title, email, and affiliation) with third-party service providers assisting Pendo with this event as well as the sponsors of this event.

You will be issued an event badge with barcodes that may reference personally linked information that you have provided during your registration process. Should you attend a session or program hosted by an exhibitor, or visit a sponsor's booth, you understand and agree that when you choose to provide your badge to such exhibitor or sponsor for scanning or provide other personal data to them, you are providing it to a party other than Pendo. Pendo takes no responsibility for how that party uses your information. You can choose to not have your badge scanned if you do not want to share your information.

Pendo imposes certain restrictions on the use of media at its events (including, but not limited to, photography, video, audio, streaming) in order to comply with data privacy laws. For our Keynote Sessions, Track Sessions, and Special Events in particular, Pendo prohibits the use of cameras and any recording devices. You agree to this prohibition and any additional posted or stated restrictions at this event.

Delegates are welcome to document their event experiences in unrestricted areas and share it via their own social media content, provided it does not defame other event attendees, violate confidentiality or infringe on any copyrighted materials.

For security purposes, Pendo prohibits any and all recording during your one-on-one meeting, and we suggest discretion in that setting to avoid any inadvertent disclosures to unintended parties.

You acknowledge and agree that Pendo may use any media it captures at this event for marketing and promotional activities, including posting real-time content to its social media feeds and displaying samples from those feeds throughout the event venue, and for any other lawful purpose in the ordinary course of its business. Pendo disclaims all liability resulting from the use of your image in any media format by other delegates at this event. At this event you may receive access to content licensed by Pendo and third parties. You may use this content solely for your own internal, non-commercial purposes. Unauthorised distribution, such as through sales, copying, or posting online is expressly prohibited.

Permission to use excerpts or quotes from Pendo material may be obtained by emailing <u>events@pendo.io</u>.

Use of My Photo/Likeness Terms

I grant Pendo and its agents the right to make photographs or videos of me during this event.

I grant Pendo and its agents, assignees, and transferees the worldwide right to use, copy, distribute, exhibit, broadcast, transmit, perform, publish, and display the photos/videos of me, with or without my name, in any media including in print and electronically. Pendo may use the photos/videos for any lawful purpose, including but not limited to publicity, marketing, and advertising.

I understand that I have the right to request to review, correct, update, suppress, or otherwise modify my likeness contained in the photos/videos, or withdraw my consent to the use or processing of my likeness by Pendo. However, I understand that Pendo may not be able to recall photos/videos which are already publicly available and may include my likeness.

Pendo is under no obligation to compensate me. I agree that Pendo is the exclusive copyright owner in the photographs/videos.

Event Wireless Service

Complimentary wireless service is provided at Pendo events to enable internet access during this event. By using the wireless service, you understand that you are accessing an unencrypted, open wireless network. You are solely responsible for the privacy and integrity of any transmissions you make or receive, as well as the safety and security of any systems or devices you attach to the network. You will be responsible for taking any necessary precautions to protect transmitted data, including encryption, antivirus screening and backup. You agree that Pendo may routinely monitor, audit, intercept and disclose communications over its networks for security, performance and other purposes, and may remove an attached system at any time for any reason.