

Event Registration Terms and Conditions:

Last updated on November 11, 2018

OSIsoft LLC and its affiliates (“**OSIsoft**”) welcomes you to **PI World San Francisco 2019** (the “**Event**”). Subject to the below terms (“**Terms**”), OSIsoft provides the Event to you, your employees, agents, contractors, and any other entity or person on whose behalf you accept these Terms (collectively “**You**”). These Terms are entered into by and between You and OSIsoft, and You accept them and agree to be bound by them by: (a) registering for the Event; (b) accepting an invitation to the Event; (c) consenting to a third party registering You for the Event; (d) by ordering other goods or services via this website; (e) using the website; or (f) by attending the Event.

Services: The Event will run from **April 8-12, 2019, in San Francisco, California**. This website provides registration and other services for the Event (“the **Services**”).

Eligibility: If You are registering on behalf of Your employer, colleagues, another entity, or anyone else, You represent that You are authorized to accept these Terms on behalf of each person or entity that You register, and that each person or entity You register agrees to be bound by these Terms and agrees to indemnify OSIsoft for violation of these Terms.

Payment: You are responsible for payment of all registration fees, whether or not You or any of Your registrants actually attend the conference. Payment methods are set forth on the registration page. Admission to the Event will not be granted without payment being received in full by the applicable due date.

Registration Approval: All registrations are subject to approval by OSIsoft. OSIsoft reserves the right to refuse or cancel registrations at its sole discretion. Registration fees will be refunded in full for any registrant whose registration is refused. OSIsoft will not be held responsible for any costs or damages incurred as a result of canceled or refused registrations.

Cancellation Policy: All cancellations must be received by e-mail sent to piworld@osisoft.com. If Your cancellation is received by OSIsoft before March 10, 2019, You will be charged a \$175 cancellation fee, where said refund will be processed within one month after the Event. Any cancellations on or after March 11, 2019, will be entitled to no refund. You may send a substitute attendee at no charge if You notify OSIsoft by email at least two (2) days before the start date of the Event to piworld@osisoft.com. Such requests should include (i) Your full name and registration number, (ii) the name of the proposed substitute and (iii) evidence of Your permission to allow the substitution. No-shows will be charged the full registration fees.

If the Event is cancelled by OSIsoft, You will be entitled to a full refund of Your registration fees only.

Identification Policy: You agree to carry with You at all times during the Event a government issued photo identification. You will be required to produce a government issued photo identification to obtain Your attendee badge. Your attendee badge is nontransferable and may not be shared with others. If You are found to be in violation of this policy, You will be asked to leave the Event without a refund.

Attendance: OSIsoft is committed to diversity and to providing a harassment-free conference experience for everyone. All attendees have the right to a safe and welcoming environment regardless of gender,

gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, religion, or any other attributes. In addition to treating others respectfully, please do not bring items other attendees would reasonably find offensive, such as those with disrespectful, malicious, or sexually-oriented writing, images, or audio to the conference. OSIssoft reserves the right, in its sole discretion, to limit or deny access to the Event to any entity or individual including but not limited to attendees behaving in an inappropriate, disorderly, disrespectful, or dangerous manner or failing to comply with this section. If you witness a behavior of other attendee that violates this section, please promptly contact an OSIssoft staff member so direct action can be taken. No one under the age of 18 will be permitted to attend the Event. You also understand that pursuant to safety and other regulations which OSIssoft must comply with, presentations, seminars or sub-events (collectively “**Sub-Events**”) within the Event will be subject to maximum capacity limitations. You agree that entry to the Sub-Events shall be permitted on a “first come first served” basis and that once the space allocated for a Sub-Event reaches capacity, You shall not be permitted entry.

Ownership: Registering for and attending the Event does not grant You any rights to use the name of OSIssoft, its affiliates, the name of the Event, or any of their logos, trademarks or other intellectual property. The services and associated materials provided to You by registering and attending the Event, including all images, designs, photographs, writings, graphs, data, or otherwise are the property of OSIssoft and are protected by international copyright, trademark, trade secret, or other intellectual property and proprietary rights.

Recordings: By attending this Event, You agree to refrain from the following, unless you have obtained prior written consent from OSIssoft:

- Not to bring into the exhibition or hospitality space within the Event venue (the “Venue”) any equipment for the purpose of recording or broadcasting sounds or images (such as photographic, audio or any other form of audio-visual device) for any purpose other than a private non-commercial purpose. Any unauthorized recording or broadcasting equipment brought in, or used, other than for private non-commercial purposes may be confiscated by OSIssoft and any recordings destroyed;
- Not to make any recordings of sounds or images (such as photographic, audio or any other form of audio-visual recording) and
- Not to publish, license or in any way disseminate recordings of sounds or images (such as photographic, audio or any other form of audio-visual recording) taken within the Venue.

You understand and agree that a breach of the above terms may lead to You being evicted from the Venue. You may not be allowed to re-enter the Event or any future Events organized by or on behalf of OSIssoft.

Photographs and Videos: Photographs, audio and/or video taken at the Event by OSIssoft, or others on behalf of OSIssoft, may include Your voice, image or likeness. You agree that OSIssoft may use such photographs, audio and/or video, including those that may contain Your voice, image or likeness, for any purpose on a worldwide basis in perpetuity, without any compensation to You, and You release OSIssoft and any of its associated or affiliated companies, their directors, officers, agents, employees and customers, and appointed agencies, their directors, officers, agents and from all liability related thereto.

If You are an approved speaker for the Event, You also agree that OSIssoft may use Your presentation and the related materials, along with any affixed trademarks, provided by You to distribute, display, publish,

and perform Your presentation to create derivative works for any marketing purposes on a worldwide basis in perpetuity, without any compensation to You, and You release OSIssoft and any of its associated or affiliated companies, their directors, officers, agents, employees and customers, and appointed agencies, their directors, officers, agents and from all liability related thereto. You represent and warrant that You have all necessary approvals, licenses and authorization to use any third party intellectual property rights to the extent that the presentation or any materials furnished by You for the presentation contain any such rights and to grant the rights granted herein.

Speaker Discount and Presentation Requirements: If You are an approved speaker for the Event, You may be eligible to receive a registration fee discount which may be provided to You at the sole discretion of OSIssoft. To receive the registration discount, You must register to attend the Event. You must notify OSIssoft immediately if: (a) Your professional affiliation changes and/or (b) You are no longer able to participate as a speaker during the Event.

If you are an approved speaker for the Event, You must upload Your PowerPoint presentation template to the [Speaker Resource Center](#) prior to the Event and You must provide all embedded video files in a .mp4 file format.

Speaker Substitutions: OSIssoft reserves the right to offer qualified substitute presenters if a speaker is not able to perform. If a particular presentation has to be canceled, You are still responsible for the full amount of Your registration fees. Reasonable efforts will be made to notify You of changes to or cancellations of speakers.

Suitcasing and Outboarding: Suitcasing and Outboarding at the Event are strictly prohibited. **“Suitcasing”** occurs when companies or persons attend the Event as attendees but “work the aisles” soliciting business from other attendees and exhibitors. **“Outboarding”** occurs where companies set up events at a location other than the Event venue that encourage attendees to leave Event Venue. OSIssoft reserves the right to escort any individual who is reported to be soliciting in the Event and who is not an Event Sponsor/Exhibitor, without a refund. OSIssoft encourages attendees to support the paid Sponsor/Exhibitor who, in turn, are supporting the industry.

Privacy Policy: In order to provide You with the Services, including but not limited to issuing You with an attendee badge after verifying Your identity, it is necessary to collect and use certain personal information related to You. Your attendee badge holds secure data related to You, including, but not limited to, Your name, mobile number, address, email, employer, and job title. All attendee badges have small transmitters (“beacons”) that store universally unique identifiers, which can be used by OSIssoft to track your visit at the Event. If You do not want to be tracked, You may remove the beacon at any time.

Details of said collection, use thereof, and Your associated rights thereto are found in OSIssoft’s privacy policy currently in effect, which is available on OSIssoft’s website at www.osissoft.com/privacy-policy. The terms of the privacy policy are incorporated herein and You (on Your own behalf and on behalf of any third party whose information You are duly authorized to provide) acknowledge that You have read, understand, and agree to the policy.

In order to facilitate networking and business relationships at the Event, You may be asked by Exhibitors/Sponsors for permission to scan Your attendee badge via a lead retrieval system. Providing Your information to them is optional, and You should review their privacy policies to address Your particular needs and concerns about how they will treat Your personal information. If You allow Your attendee badge

to be scanned, You are explicitly consenting to the use by the recipient of data which is personal to You, subject to recipient's privacy policy. OSISOFT takes no responsibility for how these Exhibitors/Sponsors use your personal information.

Event App (iOS and Android): By downloading the Event app, You agree to the terms and conditions and privacy policy applicable to its use. The Event app is provided on an as-is basis and must ONLY be used by You. You must register within the app before benefiting from the functionality that it provides. Once registered, You agree that the details (including contact details) that You enter in to Your profile shall be searchable and viewed by other users of the same Event app.

Gifts and Entertainment: You represent and warrant that You are authorized to enter into a promotional campaign/contests by Your employer or the company You are representing and such entry does not violate Your company's policies or procedures. You can accept any prizes or complimentary gifts provided to You at the Event in compliance with Your employer's gift and entertainment policies and any applicable local laws. You acknowledge and confirm that there are no pending business opportunities between OSISOFT and Your company or a pending competitive bid process involving OSISOFT and Your company, and that Your receipt of the promotional campaign/contest will not influence any business decisions or otherwise give OSISOFT an improper business advantage. Failure to meet these or any other campaign/contest eligibility requirements may result in forfeiture of any prizes earned. If Your employer prohibits You from receiving prizes or gifts, You will notify OSISOFT immediately and not accept and/or return the prize or gift.

Third Party Sites: This registration form contains links to third-party websites (e.g., hotels) that are not under the control of OSISOFT. OSISOFT is not responsible for the content on any linked site. If You access a third-party website from this site, then You do so at Your own risk as to the accuracy and reliability of the information contained in that site. OSISOFT provides these links only as a convenience to You and the inclusion of the link does not imply that OSISOFT endorses, or accepts any responsibility for the content on those third-party sites.

No Warranty: THE GOODS AND SERVICES PROVIDED TO YOU FOR THE EVENT ARE PROVIDED TO YOU "AS IS". OSISOFT GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. OSISOFT EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF YOUR ATTENDANCE AT THE EVENT REMAINS WITH YOU.

Disclaimer of Liability: You agree that OSISOFT, its affiliates, or any of its or their officers, directors, employees, agents, third-party content providers, licensors or the like shall not be liable for, and hereby release them from, any claims of damage, loss, harm or injury to You or Your property in connection with the Event. OSISOFT does not warrant that the Venue, is safe and You must make Your own inquiries as to the security of the Venue and obtain appropriate travel insurance including insurance against Event cancellation. OSISOFT accepts no liability for any loss or damage, whether due to negligence or otherwise, sustained by You or any third party in attending the Event, traveling to and from the Event, or arising from cancellation of the Event. OSISOFT is not in any way to be held responsible for any medical emergency or accident whatsoever nor for any medical expenses procured on or off-site while in or not in attendance, or any medical treatment received either on or off-site. OSISOFT assumes no liability or other responsibility for any products or other goods or services You receive while attending the Event, nor for any loss, damage or theft of any items You bring to the Event.

Limitation of Liability: If OSIssoft, its affiliates, or any of its or their officers, directors, employees, agents, third-party content providers, licensors or the like, are liable to You for any reason, liability will be limited to the amount paid by You for the goods and Services for the Event. You agree that any action must be commenced within one year after the claim or cause of action arises.

Indemnification: You agree to indemnify, defend, and hold harmless OSIssoft, its affiliates, and its and their agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to Your Event attendance, violation of these Terms, violation of any law or regulation, or violation of any proprietary or privacy right or Your participation in any activities during the Event.

Force Majeure: In the event that OSIssoft is prevented from carrying out its obligations as a result of any cause beyond its control, such as but not limited to acts of God, war, acts of terrorism, disease or pandemic, strikes, lock-outs, flood, drought and failure of third parties to deliver goods or services, OSIssoft shall be relieved of its obligations and liabilities.

Term and Termination: These Terms are effective until terminated by OSIssoft or after the Event ends. You agree that OSIssoft may terminate these Terms at any time without notice. In the event of termination, You are no longer authorized to attend the Event. You agree that OSIssoft shall not be liable to You or any third party for any termination of Your access to the Services, unless otherwise stated herein. The following sections survive any termination or expiration of the Terms: Photograph and Videos, Ownership, No Warranty, Limitation of Liability, Disclaimer of Liability, and Indemnification.

Modifications to the Terms: OSIssoft may make changes to these Terms from time to time. You understand and agree that if You participate in the Event after the date on which the Terms have changed, your attendance to the Event will signify acceptance of the updated Terms.

Entire Agreement: These Terms constitute the entire agreement between You and OSIssoft with respect to the attendance of the Event, and supersedes all prior or contemporaneous communications, whether oral or written, between You and OSIssoft with respect to the attendance Event, unless otherwise agreed to in writing. In the event that You and OSIssoft have entered into a separate written agreement signed by each authorized representatives (e.g., Sponsorship/Partner Expo Contract), that separate written agreement shall survive.

Severability: The invalidity, in whole or in part, of any provisions of the Terms will not affect the validity of any of the other provisions. Furthermore, in lieu of such invalid or unenforceable provision, there shall be added automatically as a part of these Terms a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

Applicable Law and Venue: The Terms will be construed and enforced in accordance with, and the validity and performance of these Terms will be governed by, the laws of the State of California without regard to California's conflict of laws provisions. You and OSIssoft agree that the sole and exclusive venue for the commencement of an action relating to or arising out of the Terms will be courts located in San Francisco, California.

No Waiver: OSIssoft's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by OSIssoft in writing.