

## Event Registration Terms

By registering for or by attending RhythmWorld 2020 (the “Event”), or receiving the Event materials (the “Event Materials”), and in consideration for the privilege of attending or participating in the Event, **the attendee (“Attendee”) and Attendee’s employer (“Client”) agree to be bound by these Event Registration Terms (the “Agreement”).** This Agreement is between LogRhythm, Inc. (“LogRhythm”) and Attendee on its own behalf and on behalf of the Client. This Agreement may not be modified except by express written agreement signed by the parties.

1. **EVENT PARTICIPATION; CANCELLATION; REFUNDS; SUBSTITUTION:** Attendee participation in the Event is at the sole discretion of LogRhythm. LogRhythm reserves the right to terminate this Agreement or to vary, postpone, or cancel the Event at any time and for any reason. If LogRhythm terminates this Agreement (except for cause) or cancels the Event, Attendee or Client will be entitled to receive a refund of amounts paid to LogRhythm to attend the Event. LogRhythm accepts no other liability for the Event not taking place. **Provided that LogRhythm has not cancelled the Event, no refunds will be provided for the Event.** Event seats may be transferred to a substitute colleague within Client’s organization, provided that LogRhythm is notified of, and approves in writing, the substitution prior to the date of the Event.

2. **PAYMENTS; TAXES:** Client Attendee and Client shall be jointly and severally liable for (i) payment of all fees due to LogRhythm 10 days prior to the Event start date or within 30 days from date of invoice, whichever is sooner, and shall additionally be liable for interest on past due sums at a rate of one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less; and (ii) any and all applicable value-added or other taxes.

3. **COMPLIANCE; NO UNAUTHORIZED EVENTS:** Attendee and Client agree to comply with all applicable laws, rules, and regulations related to all activities contemplated by this Agreement. Attendee and Client agree to comply with all laws, rules, and regulations applicable to the premises on which the Event is held. Attendee and Client agree not to host any unsanctioned hospitality suites, receptions, or similar private events. Attendee and Client agree not to distribute or display any marketing materials or logos without the prior written consent of LogRhythm.

4. **EVENT MATERIALS:** Attendee and Client agree that the Event Materials and information conveyed during the Event are the confidential, copyrighted, and proprietary information of LogRhythm. Attendee and Client shall not use the Event Materials or information conveyed during the Event except pursuant to a nonexclusive, nontransferable right and license hereby granted by LogRhythm solely for Client’s internal business purposes, and not for sale, sublicense, or other disclosure, distribution, or republication to or for a third party. Attendee and Client agree not to remove any copyright, trademark, or other proprietary notices of LogRhythm, any sponsor, or any third party contained in the Event Materials.

5. **NO WARRANTIES; LIMITATION OF LIABILITY:** ALL EVENT MATERIALS ARE PROVIDED “AS IS.” LOGRHYTHM DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL LOGRHYTHM OR ITS REPRESENTATIVES, AGENTS, SPONSORS, PRESENTERS, SPEAKERS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, LOST PROFIT, LOST ROYALTIES, LOST DATA, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT, THE EVENT, OR ANY RELIANCE ON THE EVENT MATERIALS OR INFORMATION PROVIDED. LogRhythm’s total liability in respect of direct claims under this Agreement shall not in any case exceed the total fees paid to LogRhythm by Attendees and Client to attend the Event. Nothing in the foregoing shall be construed as limiting LogRhythm’s liabilities for (i) damages related to death or personal injury arising out of the negligence or wilful act of LogRhythm; and (ii) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of LogRhythm.

6. **RELEASE; INDEMNIFICATION:** Attendee and Client hereby fully and forever release, discharge, hold harmless and defend LogRhythm and its employees, directors, officers, affiliates, representatives, and agents, and their respective successors and assigns (“Released Parties”), from and against any and all liabilities, losses, claims, demands, litigation, damages and judgments, present or future, known or unknown, foreseen or unforeseen, valid or invalid, direct or consequential, together with reasonable costs and attorneys’ fees, which result directly or indirectly from any injuries, illness, disability, death or other harm (“Claims”) to Attendee or Client (including Client’s directors, officers, affiliates, representatives, agents) or their respective successors and assigns or their respective property, that any of such parties may, in any manner and from whatever, sustain in connection with the Event. Attendee and Client further indemnify the Released Parties against any and all Claims brought by a third-party and related in any way to the acts or omissions of Attendee or Client at, or in connection with, the Event.

7. **FORCE MAJEURE.** If the performance of any obligation under this Agreement, except the making of payments, is prevented or interfered with by a force majeure (i.e., any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected party, including, without limitation, acts of God, acts of terrorism, acts of nature, acts of a government, virus or pandemic, public health order, fires, floods, wars, or other catastrophes, or labor disturbances), the party so affected shall be excused from such performance.

8. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State of Colorado without regard to its choice of law provisions. Each party hereby submits to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado.

9. **CONSENT TO USE NAME AND LIKENESS:** LogRhythm reserves the right to acknowledge Attendee and Client at the Event. Attendees who participate in the Event shall, as a condition of and in consideration for participation, be deemed to consent to LogRhythm ownership of all rights in and to his or her appearance or other involvement therein. LogRhythm shall have the right, and may permit others, to reproduce and otherwise use any such person’s name, voice, likeness, photograph, and other pictures or video of the Event. Attendee acknowledge that the Event is a sponsored event and that LogRhythm may share personal information of Attendees and Clients with sponsors. A list of sponsors is provided on the Event webpage.

10. **PRIVACY:** LogRhythm will collect and process the personal information as contained in the Event registration form in order to provide you with the Event. For more information relating to how your personal information will be collected and processed, please go to the LogRhythm website at <https://logrhythm.com/privacy-policy/>. In the event that you no longer wish to receive offers on products and services as provided by LogRhythm, please email LogRhythm at [privacyofficer@logrhythm.com](mailto:privacyofficer@logrhythm.com).

11. **MISCELLANEOUS:** The parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the parties. If any provision of this Agreement is found invalid or unenforceable by an arbitrator or a court of competent jurisdiction, the remaining portions will remain in full force and effect. No failure or delay by either party to exercise any right hereunder at any time operates as a waiver of such right at any future time. No term of this Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior proposals, agreements or communications, written or oral, with respect to the subject matter hereof. Nothing contained in any Attendee or Client-issued purchase order, terms and conditions, or invoice will in any way modify or add any additional terms or conditions to this Agreement.