

## BetterCloud Altitude 2024: Attendance and Registration Terms

Thank You for registering for BetterCloud's Altitude 2024 conference ("Altitude"). BetterCloud, Inc. ("BetterCloud" or "We") is proud to present Altitude. ALTITUDE is the authentic conference for SaaS Management, designed for IT professionals committed to excellence. Now in its 8th year, it's where rising industry leaders and top-tier experts converge to accelerate growth and innovation. Dive deep into expert-led sessions, gain invaluable insights from peers, and get hands-on with the latest solutions that will propel your organization and career forward. Leave equipped with proven strategies and actionable insights to drive meaningful, immediate and measurable outcomes.

These Attendance and Registration Terms ("Terms") apply to You and any other party You are registering for attendance and participation at Altitude ("You"). By completing the registration form or participating in Altitude, You agree to these Terms so please read them carefully. If You are registering on behalf of someone else or attending on behalf of a company, You represent that You have authority to do so and bind such person or company to these Terms. These terms include by reference [BetterCloud's Privacy Policy](#).

### 1. Attendance and Transfer Registration.

Altitude will be held at the venue, on the dates and times listed on the registration form or set forth in Our Altitude website.

In order to attend and participate in any of the Altitude activities, You must submit a registration form, pay the applicable registration fees, and be at least 21 years of age. If You received a discount code from Us or Our partners, please remember to use it during the registration process. You agree to ensure that all the information You provide Us is accurate and current. You must pick up Your Altitude badge at the designated check-in area in accordance with the instructions we provide to You. Please note that we may ask You to present Us with a government-issued picture identification to pick up Your Altitude badge.

Your registration to attend Altitude is non-transferable without Our written permission. If You are unable to attend and wish to transfer Your registration to another individual at Your company, please contact Us promptly and include Your contact information and the contact information of the person You wish to transfer Your registration to. We will do Our best to accommodate Your request.

### 2. Privacy.

Privacy is important to Us. Information related to how we collect, process, and use the personal information You submit to Us as part of Your registration for Altitude is included in Our [Privacy Policy](#). We will use this information to keep You updated on information related to Altitude, and Our products and services, if You indicate that you wish to receive such materials. We may disclose Your personal information to Our partners participating at Altitude and other third party service providers who help us organize and conduct Altitude. Such third parties may have their own privacy policies that apply to their processing. You should review their policies. You agree that Our third party vendors (e.g., where We reserve a room block at a hotel near Altitude) may disclose Your personal information to Us.

### 3. Payment Terms.

You agree to make payments for the fees associated with Your participation in Altitude in a timely manner and in accordance with Our reasonable instructions either on the registration form or in writing to You. You agree that Your registration fees are non-cancellable and non-refundable. Please note that we use a third party event administration company to process such payments and the personal information needed to submit the payments. Please refer to that company's privacy policy for more information regarding their privacy practices. You are responsible for all taxes associated with Your participation in Altitude.

### 4. Recordings and Photography at Altitude; and Logo Use.

We will be taking pictures and recording video at Altitude to preserve and promote the conference in coming years. Videos and photographs are how we connect with the members of Our community who are not able to attend Altitude.

By registering for and/or attending Altitude, You hereby grant Us, Our agents or independent contractors the right to use Your company's name, logo, and other trademarks on Our website and in any other promotional or marketing materials that include or reference Us or Altitude; and record You and use Your name, video, photograph, voice, likeness, and/or biographical information for Our marketing purposes and in marketing materials that include or reference Us or Altitude, in whole or adapted, without additional compensation. You agree and acknowledge that BetterCloud shall own all right, title and interest to and in the materials created pursuant to the foregoing and You grant us an irrevocable, nonexclusive, perpetual, worldwide, royalty-free right and license to use, reproduce, modify, distribute, and translate any for the foregoing, for any purpose relating to Our business. If You are a Speaker (defined below) at Altitude, You agree and acknowledge that any material created by You for

Altitude (e.g., presentation decks) are original to You, and You have not violated the intellectual property rights of any third party when creating such materials. If We distribute material created solely by You, We will credit You as the author. You agree and acknowledge that BetterCloud shall own all right, title and interest to and in the materials created by You for Altitude. You, on behalf of Yourself and Your company, hereby release BetterCloud from and waive any claims related to the foregoing.

You are permitted to use Your smartphones or small cameras to take photographs for Your own personal, non-commercial use, and You may post such photographs on Your social media applications, provided that You do so in a professional manner that is respectful of all of Our Altitude attendees. You may not publish or sell, or otherwise commercially exploit in any manner any photographs, recordings, or materials created by You at Altitude whatsoever. You grant us a perpetual, royalty-free license to use and reproduce any such posted materials, including Your tweets, posts, or posted photographs, in whole or in part, in Our discretion, including reposting them on Our social media accounts or including them in Our marketing materials.

## 5. Speakers.

Altitude is an opportunity to hear from speakers of all backgrounds and experiences. Speakers at Altitude are there to excite and delight Our audience with their presentations and thought leadership. There will be a variety of speakers and presenters during the keynote presentation, panels, fireside chats, and more to experience at Altitude (each individual a “Speaker”). Please note that some of these Speakers are not Our employees. The views and opinions of the Speakers are their own and in no way reflect Our reviews and opinion.

5.1. By participating as a speaker at Altitude and agreeing to these terms, you hereby grant BetterCloud, Inc. a license and right to (i) use your company’s name, logo, and other trademarks on our website and in any other promotional or marketing materials that include or reference your Session at Altitude; (ii) pre-record your Session, including recording you on video and/or photograph, and your voice, likeness to be performed and displayed during Altitude, and (iii) record of your Session (e.g., Q&A), record you and use your name, video, photograph, voice, likeness, and/or biographical information for our marketing purposes and in marketing materials that include or reference your Session at Altitude, in whole or adapted, without additional compensation. You agree and acknowledge that any material created by you for Altitude (e.g., presentation decks) are original to you, and you have not violated the intellectual property rights of any third party when creating such materials. You agree and acknowledge that BetterCloud shall own all right, title and interest to and in the Session, and the materials created by you for and used in the Session at Altitude and/or created by us pursuant to the foregoing. If we distribute material created solely by You, We will credit You as the author. You, on behalf of yourself and your company, hereby release BetterCloud from and waive any claims related to the foregoing.

## 6. Event Conduct and Safety.

We have a ZERO TOLERANCE POLICY for harassment of any kind. If You witness any such behavior, please notify an Altitude representative immediately, and We will investigate it.

We reserve the right to refuse admission to, or to require a person to leave and/or vacate the premises, if any person behaves in a disorderly, disruptive, harassing, vulgar, obscene, indecent, defamatory, hateful or otherwise offensive (including conduct consisting of disparaging statements or opinions regarding race, gender, gender identity and expression, ethnic background, age, sexual orientation, disability, physical appearance, body size, religion or lack thereof, or technology choices), as determined by Us in Our sole discretion. Sexual language and imagery is not appropriate for any venue, including talks, workshops, parties, and the Altitude app. Any attendee violating these rules may be sanctioned (e.g., the cancellations of a speaking session), or expelled from the conference without a refund, in Our sole discretion.

## 7. Intellectual Property.

We retain all rights, title, and interest in and to the Altitude event, the “Altitude” name, the “BetterCloud” name, and the BetterCloud logo, and Our products and services.

## 8. Modifications or Cancellations.

All cancellations requested by You must be submitted to Us in writing at [info@bettercloud.com](mailto:info@bettercloud.com) at least thirty (30) days prior to the first day of Altitude in order to be eligible for a refund of Your registration fees.

We reserve the right to change or cancel the venue, dates, times, Speakers, the events or sessions at Altitude, or Altitude itself. We will use reasonable efforts to notify You of such changes in a timely manner. Our Altitude website will include the most current information. We strongly encourage You to periodically visit the site to stay up to date. Please note that We cannot guarantee the attendance of any third party (e.g., Speaker), or that a scheduled session or event at Altitude will take place.

If We cancel Altitude, We will issue You a refund of Your Altitude prepaid registration fees in a reasonable manner.

9. Assumption of Risk, Disclaimers and Limitation of Liability.

You acknowledge and agree that Your attendance and participation at Altitude is completely voluntary. To the maximum extent permitted under applicable law, You accept and assume all risks of any and all personal injury or damage to Your personal property that You may face while attending Altitude, and hereby waive any claims You may have against Us, Our Affiliates, event sponsors or event vendors relating to such risks. To the maximum extent permitted by applicable law, We disclaim any and all representations and warranties related to Altitude. To the maximum extent permitted by applicable law, Our maximum aggregate liability, for all damages, losses and causes of action in connection with Altitude, whether in contract, tort (including negligence) or otherwise, will be the Altitude registration fees, if any, paid by You. We shall not be responsible for, liable for, and no reimbursement will be issued to You for any damages, costs, or losses incurred, directly or indirectly, such as transportation costs, accommodations costs, or financial losses as a result of any modifications or cancellations for any reason. IF YOU ARE A CALIFORNIA RESIDENT, YOU EXPRESSLY WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

10. Force Majeure.

In the event of a force majeure event (including but not limited to natural or public disaster, government regulation or shutdown, venue construction, travel-related problems, inclement weather, labor controversy, civil disturbance, acts or threats of terrorism, armed conflict, CDC or WHO advisories, exposure of venue or Altitude location, including the city or state to diseases (e.g., novel coronavirus or legionnaires), or similar reasons beyond Our reasonable control), We reserve the right, in Our sole discretion, to cancel, reschedule, or modify Altitude, including, without limitation the Altitude venue, dates, times.

11. Miscellaneous.

We reserve the right to modify or amend these Terms at any time in Our sole discretion by posting the revised Terms on Our Altitude website. Your attendance and participation at Altitude will constitute Your acceptance of the revised Terms. Sections 4, 5, 7, 8, 9, 10, 11 and any other section which by its nature survive, will survive the expiration of these Terms. All issues and questions arising out of or related to Altitude shall be governed by the laws of the State of Delaware, in all respects without giving effect to any choice of law of conflict of law rules or provisions, and that all disputes arising out of or relating to Altitude are limited to the exclusive jurisdiction and venue of the state and federal courts located within New York County, New York. Each party hereby consents to and waives any objections with respect to such jurisdiction and venue. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12. Contact Us.

If You have any questions or concerns at all about these Terms, please feel free to email Us at [info@bettercloud.com](mailto:info@bettercloud.com).