

AppD Tour Inspire: New York City 2018

Terms and Conditions

Rev. February 5, 2018

PLEASE READ THESE TERMS. THESE TERMS CONSTITUTE AN AGREEMENT BETWEEN YOU AND APPDYNAMICS LLC AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF USE SET FORTH BELOW, WHICH TOGETHER WITH APPDYNAMICS' PRIVACY POLICY, GOVERN YOUR RELATIONSHIP WITH APPDYNAMICS FOR APPD TOUR INSPIRE: NEW YORK CITY 2018.

These Terms of Service apply to your Event registration through this web portal and the Event itself.

1. DEFINITIONS

"Attendee" means an individual registered for or attending the Event.

"Event" means AppD Tour Inspire: New York City 2018 to be held on April 19, 2018 in New York City, NY.

"Badge" means the badge provided to you at the Event Check-In, which will designate your access to the Event, venue areas and sessions.

"Registration Site" means the public registration web-page accessed through <https://appdtourinspirenewyorkcity.splashthat.com/> and any other website properties of AppDynamics, its affiliates, subsidiaries and related entities.

"Event Date" means April 19, 2018.

"Partner" means any AppDynamics subsidiary, affiliate, Event or sponsor, or customer.

"Required Registration Information" means the information you provide on the Registration Page when registering for the Event. This information may include personal information such as, first name, last name, picture, company, address, job title and phone number.

"AppDynamics" means AppDynamics LLC, its affiliates, subsidiaries and related entities.

"Terms" or "Terms of Service" shall refer to these Terms of Service inclusive of AppDynamics Privacy Policy. These Terms of Service govern the Event Registration and participation.

"You" or "your" means you, the individual accepting these Terms, and/or if applicable the company or other legal entity for which you are accepting these Terms.

2. REGISTRATION

REGISTRATION

All Attendees must be registered through the Registration Site. To register for AppD Tour Inspire: New York City 2018, you must provide required registration information on the Registration Site. AppDynamics reserves the right to cancel or terminate any registration at any time. You will receive a registration confirmation email at the email address you provide during registration.

BADGES

Badges are to be picked up at the event check-in area during the Event Date. Attendees must show a government-issued picture ID to be issued their Badge. Badges will not be issued without an ID and Attendees will not be admitted into the venue without a Badge. Badges may contain RFID and/or NFC tags, which will be used to record your participation in the Event, sessions and events and to provide you with feedback surveys following the sessions. If you demonstrate an interest in a Partner or topic, such as by visiting a booth or attending a session, AppDynamics may share your Required Registration information with such Partner.

EVENT CODE OF CONDUCT

By registering and participating in the Event you agree to comply with [AppDynamics' Code of Conduct](#). At all times during the Event Attendees are expected to comply with the Code of Conduct. Failure to comply may result in your Event registration being terminated, your employer may be notified and you may be banned from participation in future AppDynamics events. Please report any violations of the Code of Conduct to onsite security.

GOVERNMENT OFFICIALS

All government employees or officials who register to attend the Event must identify themselves as government employees or officials on the Registration Site. Each government employee or official who attends the Event also must confirm that s/he will abide by all relevant rules and regulations imposed by his or her employing agency during the Event, including those rules and regulations relating to the acceptance and disclosure of gifts and gratuities. Any government employee or official who attends the Event may be asked to present his/her government issued employee badge at Event check-in.

SECURITY

AppDynamics is committed to providing a safe and secure environment. Here are some of the security procedures for the Event:

1. Badges must be worn and visible at all times while you are at the Event venues, events or activities. They may not be shared or exchanged with any person or persons. Violators' badges may be confiscated and their participation in the Event terminated.
2. Bags may be checked randomly during Event hours.
3. No bags or property should be left unattended at any time. Unattended property may be removed.
4. Except as specifically pre-approved in writing, no persons under 21 years of age will be permitted at the Event, including in breakout sessions, keynotes and all other Event venues.
5. Items prohibited at the Event include: firearms and/or other weapons, explosives and/or other hazardous materials or articles.

AppDynamics reserves the right to take any security measures it deems appropriate to increase the safety of Attendees and exhibitors, without prior notice. AppDynamics reserves the right to change the policies set forth herein, without prior notice, and has sole discretion to deny entry to anyone.

AFFILIATED SERVICES

If, the Event website provides third party affiliated services information including accommodation information and transportation information or discounts, such information is provided solely as a convenience to our Attendees. Inclusion on the Registration Page does not indicate approval or endorsement by AppDynamics. Under no circumstances will AppDynamics be liable in any way for any third-party services, including, but not limited to, quality, availability, errors or omissions or damages of any kind. You must evaluate and bear all risks associated with the use of any third party services, including any reliance on the availability, quality or usefulness of such services. You may be subject to additional terms and conditions that may apply when you use affiliate services.

PERSONAL RELEASE

AppDynamics (and/or others on behalf of AppDynamics) may be photographing, recording (both audio and video), webcasting and podcasting ("Recordings") at Event venues, events or activities. This includes but is not limited to keynotes, breakout sessions, technical sessions, hosted events, concerts and other activities. By agreeing to these Terms and attending the Event:

- You agree that your image, likeness, voice, statements and other identifying characteristics (your "Image") may be Recorded, and you consent to the use of your Image in connection with the use of the Recordings.
- You irrevocably grant AppDynamics and its agents, contractors, licensees and designees and their respective successors and assigns (the "AppDynamics Parties") a non-exclusive, worldwide, royalty-free and fully paid-up, perpetual license to use, reproduce, distribute, prepare derivative works of, translate, display, perform and otherwise exploit the Recordings and your Image therein, in whole or in part, in any and all media formats

and through any and all media channels, in any manner and for any purpose in connection with AppDynamics, its business and/or the Event (including any future reoccurrence of the Event or a similar event), and for any other lawful purpose.

- You waive any right you may have to inspect and/or approve the use of the Recordings or any reproductions thereof, and you agree that AppDynamics is not obligated to make any use of your Image or exercise any of the rights granted to it.
- You understand that your Image may appear in Recordings made available to you, other attendees, or the public, and that third-parties may retain and distribute those Recordings.
- You agree that AppDynamics exclusively owns all rights (including without limitation, intellectual property rights) in the Recordings and all results and proceeds derived from the use of the Recordings and your Image therein, and that no portion of such proceeds will be shared with you.
- You waive and release any and all rights of privacy and publicity, and any and all claims to compensation or damages or of violation of intellectual property rights, in connection with the use of the Recordings and your Image therein and/or any advertising or publicity relating thereto.
- You represent that you are of full legal age and have read this release and fully understand its contents.

FORWARD LOOKING STATEMENTS

Some of the Event presentations and sessions will contain projections or other forward-looking statements regarding future events, product offerings or the future financial performance of AppDynamics, its partners and affiliates. Words such as "expects," "goals," "plans," "believes," "continues," "may" and variations of such words and similar expressions identify forward-looking statements. In addition, any statements that refer to or may imply future financial performance, our anticipated growth and trends in our businesses, and other characterizations of future events or circumstances are forward-looking statements. All such statements that are not historical facts are based on our current expectations and are subject to a number of risks and uncertainties, and the actual events or results may differ materially.

ASSUMPTION OF RISK

Your participation in and attendance of the Event is completely voluntary. Unless specified otherwise, all events, keynotes and sessions are seated on a first-come first-served basis. You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the Event, using the Affiliated Services, and waive any claims against AppDynamics or its Partners relating to such risks.

UNFORESEEN CIRCUMSTANCES

The Event program schedule is subject to change at any time without prior notice. AppDynamics cannot guarantee the attendance of any exhibitor or speaker, or that any scheduled event will take place.

AppDynamics will not be held liable and no reimbursement will be made, in the event of the cancellation or modification of the times, dates, sessions and/or events during the Event as a result of an event that is beyond AppDynamics' control, including but not limited to inclement weather, earthquake, flood, or other act of God, war, invasion, act of foreign enemy, hostilities, riot, national state of emergency, plague, act/threat of terrorism, civil unrest, strikes or other labor disputes or any other similar or related event which delays or prevents any or all of the Event.

4. GENERAL PROVISIONS

WARRANTIES

APPDYNAMICS MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE EVENTS OR EVENT REGISTRATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND APPDYNAMICS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

FURTHERMORE, APPDYNAMICS MAKES NO REPRESENTATION THAT THESE TERMS, OR THE TOOLS, WEBSITES OR CONTENT PROVIDED HEREUNDER (THE "MATERIALS"), ARE APPROPRIATE, AVAILABLE OR LEGAL IN TERRITORIES OUTSIDE THE USA. THOSE WHO CHOOSE TO ACCESS THESE MATERIALS FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS.

YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT AND THAT YOU CAN AND WILL COMPLY WITH ALL THE TERMS OUTLINED HEREIN.

CHANGES TO THESE TERMS

AppDynamics 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 use will signify acceptance of the updated Terms.

PERSONAL INFORMATION

AppDynamics will handle and protect the Required Registration Information provided in accordance with AppDynamics' Privacy Statement located at <https://www.appdynamics.com/privacy-policy/>.

By providing your personal information to AppDynamics, you consent to AppDynamics' collection of such information for the purposes of effectuating your registration and to provide you with communications related to AppD Tour Inspire: New York City 2018, AppDynamics, or AppDynamics' platform. AppDynamics will also use personal data provided by you (such as your first and last name and company name) for the purpose of administering your participation with AppD Tour Inspire: New York City 2018 and marketing AppD Tour Inspire: New York City 2018 and future reoccurrences of the Event. To this end, AppDynamics may disclose your personal data to third-party service providers (e.g. registration solution providers and other vendors engaged by AppDynamics to conduct AppD Tour Inspire: New York City 2018).

As part of your participation with AppD Tour Inspire: New York City 2018, you may provide your personal data to third parties, including vendors or other AppD Tour Inspire: New York City 2018 attendees, who are not employees of AppDynamics. AppDynamics is not responsible for how such a third-party uses your personal data.

Additionally, by allowing AppDynamics' Partners and/or exhibitors to scan your badge you authorize AppDynamics to share with such Partner or exhibitor your first and last name, title, company, physical address, phone numbers and email address provided to AppDynamics as Required Registration Information. If you enter your mobile phone number, you may receive Event updates via your mobile phone (by voice SMS, MMS, or otherwise) at your own cost.

THIRD PARTY LINKS

The Event materials may contain links to third party sites; such linked sites are not under the control of AppDynamics and AppDynamics is not responsible for the content of any linked site or any link contained in a linked site. AppDynamics reserves the right to remove any links at any time. AppDynamics does not endorse the companies or products to which it links and reserves the right to note such on its web pages. If you decide to access any of the third party sites linked you do so entirely at your own risk.

GOVERNING LAW AND JURISDICTION

These Terms and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of California and controlling United States federal law, without regard to their conflicts of laws rules or the United Nations Convention on the International Sale of Goods.

VENUE, WAIVER OF JURY TRIAL

The state and federal courts located in San Francisco County, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents to the exclusive jurisdiction of such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to

these Terms. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

RELATIONSHIP OF THE PARTIES

These Terms and the activities governed hereby do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to these Terms.

WAIVER AND CUMULATIVE REMEDIES

No failure or delay by either party in exercising any right under these Terms shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

SEVERABILITY AND ASSIGNMENT

If any provision in these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of AppDynamics. AppDynamics' sole remedy for any purported assignment in breach of this paragraph shall be termination of this Agreement and non-participation in the Event. AppDynamics may assign these Terms, in whole or in part, as necessary for the execution of the Event without your consent and at its sole discretion. Subject to the foregoing, these Terms shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

ENTIRE AGREEMENT

These Terms constitutes the entire agreement between the parties in relations to the Event and Event Registration and supersedes all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning its subject matter.

Without limiting the foregoing, no part of this Agreement shall be superseded or governed by any End User License Agreement or other agreement between AppDynamics or an affiliate thereof. To the extent that these Terms are translated, such translation is provided for solely for convenience, and the English version of these Terms shall be govern any disputes arising here from.

AppD Tour Inspire: New York City 2018

Code of Conduct

Rev. February 6, 2018

We believe our community should be truly open for everyone. As such, we are committed to providing a friendly, safe and welcoming environment for all.

This code of conduct outlines our expectations for AppD Tour Inspire: New York City 2018 participants' behavior, as well as the consequences for unacceptable behavior.

We invite all sponsors, speakers, attendees, media, exhibitors and other participants to help us realize a safe and positive conference experience for everyone.

Expected behavior

1. Be considerate, respectful, and collaborative.
2. Refrain from demeaning, discriminatory or harassing behavior and speech.
3. Be mindful of your surroundings and of your fellow participants. Alert conference organizers if you notice a dangerous situation or someone in distress.
4. Wear your badge at all times while at the event or event venues.

Unacceptable behavior

1. Unacceptable behaviors include: intimidating, harassing, abusive, discriminatory, derogatory, or demeaning conduct by any attendee of the event or related event activities. Many event venues are shared with members of the public; please be respectful to all patrons of these locations.
2. Harassment may include: offensive verbal or electronic comments related to gender, sexual orientation, race, religion, disability; inappropriate use of nudity and/or sexual images in public spaces (including presentation slides); deliberate intimidation, stalking or following; harassing photography or recording; sustained disruption of sessions, talks or other events; inappropriate physical contact, and any unwelcome sexual attention.
3. Wearing clothing that is not suitable for a professional work environment, that is provocative, inappropriate or otherwise potentially offensive.
4. Physical verbal, or written, abuse, intimidation, threats, annoyance, harassment, stalking, pushing, shoving or use of any physical force whatsoever against any person, which in any way creates a disturbance that is disruptive or dangerous, or creates apprehension in a person, as determined by AppDynamics and AppDynamics' event staff, in their sole discretion.
5. Possession of a weapon or any item that can be used as a weapon, which may be used to threaten or cause injury to others if used in a certain manner.
6. Any destruction or vandalizing of personal property or event site or materials.

7. Any boisterous, lewd or offensive behavior or language, using sexually explicit or offensive language or conduct, profanity, obscene gestures, or racial, religious or ethnic slurs,
8. Possessing any open can, bottle or other receptacle containing any alcoholic beverages, except in areas specifically designated for the consumption of alcohol or being intoxicated, as determined by AppDynamics, in any event venue or function. Please drink responsibly.
9. Possessing any illegal substance, including but not limited to narcotics or other illegal drugs. AppDynamics does not tolerate the use or abuse of illegal substances anywhere in the event venues.
10. Smoking other than in designated areas.
11. Any other illegal activity not already covered above.
12. Failure to obey any of the rules or regulations of the event venues or instructions of the event staff.

Consequences of unacceptable behavior

Unacceptable behavior will not be tolerated whether by an attendee, media, speaker, volunteer, organizer, venue staff, partner, sponsor, or exhibitor. Anyone asked to stop unacceptable behavior is expected to comply immediately.

If a participant engages in unacceptable behavior, the conference organizers may take any action they deem appropriate, up to and including expulsion from the event without warning or refund and if appropriate involvement of local law enforcement.

What to do if you witness or are subjected to unacceptable behavior

If you are subjected to unacceptable behavior, notice that someone else is being subjected to unacceptable behavior, or have any other concerns, please notify a conference organizer as soon as possible and follow up directly with a member of AppDynamics Legal Department (in person or via email at legal@appdynamics.com). You may request that your report remain completely confidential.

Event staff will be available to help participants contact venue security or local law enforcement, to provide escorts, or to otherwise assist those experiencing unacceptable behavior to feel safe for the duration of the event. You can report unacceptable behavior to any member of staff.

Scope

We expect all conference participants (staff, sponsors, volunteers, speakers, attendees, and other guests) to abide by this code of conduct at all conference venues and conference-related social events.

The above Code of Conduct may be revised at any time by AppDynamics and is non-negotiable. This Code of Conduct is without prejudice to AppDynamics' rights, all of which it expressly reserves.