# LATTICE EVENT TERMS AND CONDITIONS

#### Introduction

Thank you for registering for a Lattice event ("Event"). Lattice Events are organized either by Degree, Inc. d/b/a Lattice, or Lattice Technologies Limited (each "Lattice"), which reserves the right, in its sole discretion, to limit or deny access to any entity or individual. Regardless of whether your registration is submitted by you or your proxy, the following Lattice Event Terms and Conditions ("Terms") apply to you and your attendance at or participation in any Lattice Event, whether in-person or virtual. "Attendee" for purposes of these Terms will include all participants and attendees at the Event, including any Sponsors, Exhibitors, and Attendees.

To register for an Event, you must acknowledge and accept these Terms. Your agreement to these Terms is a condition of your participation in or attendance at an Event. By participating in or attending a Lattice Event, you acknowledge that you are or will be at least 18 years old or older at the time of the Event, and have read and understand, and agree to, these Terms. If you do not agree to these Terms, you should not register for an Event. Submission of a registration for an Event constitutes your agreement to these Terms.

#### **Lattice Event Code of Conduct**

The following Lattice Event Code of Conduct (the "Code") forms a material part of these Terms, and outlines Lattice's expectations for all Attendees who attend or access a Lattice Event and for those who utilize Lattice's Event Services. Event organizers will enforce this Code and expect cooperation from all Attendees to help promote a safe and productive environment and Event experience for everyone.

### Please do:

- Maintain a respectful, considerate, and courteous attitude towards everyone you engage with at the Event, whether online or in-person at the venue;
- Secure your belongings and be mindful of your surroundings and of your fellow Attendees;
- Promptly notify Event organizers if there is a situation that looks concerning, could be dangerous, or violates this Code or these Terms;
- Provide clear, valuable, honest information;
- Be sensitive to discussion topics that might implicate antitrust / competition laws when engaging in any peer activity at an Event

## Please do not:

- Demean, discriminate, abuse, harass, or threaten those who you engage with at an Event, whether online
  or in-person at the venue;
- Use an Attendee list or roster to spam or send unsolicited commercial content to Attendees;
- Post, distribute, or discuss content that is obscene or otherwise objectionable;
- Use an Event for unauthorized commercial or advertising purposes. Event organizers reserve the right to remove and exclude any individual from the Event who is reported to be soliciting and who is not an Event sponsor or exhibitor; or
- Post copyrighted or trademarked content without permission from the owner.

In addition to the foregoing, Lattice prohibits discrimination, harassment, and bullying against any person for any reason. Attendees are expected to adhere to this Code and respect the rights of others.

### **How Lattice Uses Your Personal Information**

Lattice is committed to data privacy and protecting your personal information. Information on how Lattice collects, processes, and uses your data is described in Lattice's <u>Privacy Policy</u> which is hereby incorporated into these Terms. Additionally, by providing your email address during the registration process, you agree that Lattice may send you Event-related information. A valid email address is required for registration. Lattice uses the personal information you provide at registration for administering your attendance and participation in the Event. This may include information about Event content, logistics, updates, and additional information related to the Event.

Lattice may disclose your personal data to third party service providers engaged by Lattice to assist in the conduct of the event (*e.g.* a virtual Event platform provider). Depending on the Event, Lattice may also share your registration information with Lattice's Event partners or co-sponsors who may send you Event related information. In such instances you will be notified at the time you provide your information to Lattice if it will be shared by Lattice with any Event partners. Information shared with any such third parties may be subject to the privacy policies of those parties. Except as described herein, in Lattice's Privacy Policy, or during Event registration, Lattice will not disclose your personal data to any other third party without your consent unless required to do so by law.

## Photo, Video, and Audio Recordings Taken at an Event

To comply with global data privacy laws, Lattice imposes certain restrictions on the use of multimedia at its events (e.g. photography, video, audio, online streaming, and all future mediums). Unless expressly prohibited, such as by a speaker or for a particular Event session, Attendees of in-person Events are permitted to use hand-held cameras, smart phones, computers, or other devices to take photographs, record audio and/or video, and capture digital images (collectively "**Recordings**" for personal, non-commercial use, provided such activity is not disruptive. Additionally, out of respect for other Attendees, please refrain from Recording any individuals who request not to be recorded. Recordings may not be published, sold, reproduced, transmitted,

distributed or otherwise commercially exploited in any manner whatsoever absent Lattice's express written permission. Recording of virtual and online Events for any reason is strictly prohibited, and by attending an online or virtual Event you hereby acknowledge and agree that you are not permitted, and will not, make any Recordings of all or portions of a virtual or online Event. Notwithstanding the foregoing, Lattice will typically make sessions from virtual and online Events available for on-demand viewing following the Event.

Lattice may hire professional service providers (photo/video/streaming/audio) to document and display the Event experience. Lattice may also use social media (e.g. Twitter, LinkedIn, etc.) to: (i) post real-time photos and videos to its social media feeds; and (ii) display select submissions from those feeds on monitors throughout the event venue. Depending on the Event, Attendees and sponsors may be encouraged to capture their Event experiences and post their own social content from the event (text, photos, audio, video, streaming), provided in any case such Recordings do not infringe upon the rights of any Attendee, sponsor, third party, or Lattice. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event an Attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the Attendee.

By attending or participating in an Event, you acknowledge and agree as follows: (a) Lattice may edit and use footage it captures at the event for marketing and promotional activities and for any other lawful purpose in the ordinary course of its business; and (b) due to the prevalence of mobile recording devices in today's world, Lattice disclaims, and you expressly release Lattice from, all liability for the capture of your image in any multimedia format by other Attendees or sponsors at the event.

# **Attendee List; Suitcasing**

As an Attendee, depending on the Event, you may be entitled to opt-in to the Attendee list. Where you opt-in, other Attendees may be able to view the profile information you supply. The Attendee list is designed to help you find and connect with your peers before, during and after the Event, provided Suitcasing and Outboarding at an Event are strictly prohibited. As used herein, (a) "Suitcasing" refers to the practice where companies or persons attend an Event as Attendees but "work the aisles" soliciting business from other Attendees, including without limitation sponsors or speakers, and (b) "Outboarding" occurs where companies or persons set up events or activities at a location other than the Event venue (or at the Event venue) without Lattice's consent that (y) encourage attendees to leave the Event or (z) otherwise compete with the Event. You agree that you will not (i) engage in or support Suitcasing or Outboarding in any way, or (ii) plan, attend or participate in an Outboarding event that takes place during an Event or two (2) days before or after an Event.

# **Badge Policy**

Where attendance at an Event requires Attendees to use an Event badge or credential, sharing of Attendee badges/credentials is not permitted at any time. Badges/credentials are issued to, and can be picked up and used only by, the Attendee named in the registration. Photo identification may be required for each Attendee when collecting a badge onsite, where applicable. If an Event requires badges, badges must be worn at all times during the Event. Lattice reserves the right to remove any Attendee from the Event found violating these

conditions, and may restrict the Attendee from participating in future Lattice Events.

At Events where badges are issued to Attendees, Event sponsors, exhibitors, and other third parties may directly request your personal information at their exhibit booths or presentations. Providing your information to them, such as by scanning your badge, is optional, and you should review their privacy policies about how they will treat your personal information. If during an Event you attend a session or program hosted by a sponsor or exhibitor other than Lattice, you understand and agree that when you present your badge for scanning or when you provide personal information, that information will go to a non-Lattice entity and Lattice takes no responsibility for how that entity uses your personal information.

#### **Guest Speakers**

Certain Events may feature key figures from various industries to share their personal perspectives, ideas, and insights as guest speakers. Guest speakers are not employees of Lattice and Guest Speaker views and opinions are entirely their own and in no way reflect the views and opinions of Lattice. If you agree to speak at an Event as a guest speaker, you agree that Lattice may share your contact and biographical information, and in some cases your photograph, with Attendees. In other cases, Lattice may publicly post on the Event website, and/or other materials promoting the Event, information such as your name, employer, physical work address, work email address, as well as a link to your company website and/or professional page (e.g., your LinkedIn profile). Additionally, if you agree to be a guest speaker at an Event you may be required to complete a release agreement, copyright form, or other form of speaker agreement prior to your presentation.

# Logos, Trademarks, and Presentation Materials

Registering for and attending an Event does not grant you any rights to use Lattice's or any other third party's name, logos or trademarks. By attending or participating in an Event you may receive access to Lattice and other third-party licensed content ("**Presentation Materials**"). The Presentation Materials provided to you by registering for and attending the Event, including all images, designs, photographs, writings, graphs, data, or otherwise are Lattice's or its sponsors', exhibitors', or other third party's property and may protected by international copyright, trademark, trade secret, or other proprietary rights. Lattice is not liable for the information in the Presentation Materials. Except as expressly permitted or prohibited otherwise, you may use Presentation Materials (including session audio/video recordings where available) solely for your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, posting on intranet/internet) is expressly prohibited. Excerpting or quoting from any Presentation Materials is permitted solely with prior written approval from the owner of such Presentation Materials.

## **Consequences of Violating these Terms**

Your violation of these Terms may result in the suspension or expulsion from the Event without warning and at Lattice's sole discretion. In such case, you agree that you may also be prohibited from registering or attending future Events.

## **Liability Release and Waiver**

In consideration of being allowed to register for, attend, and participate in the Event, you hereby warrant and represent that you are or will be age 18 or above at the time of the Event and freely waive, release from liability, assume all risks, and covenant not to sue Lattice or its members, employees, board members, agents, or volunteers for any expense, loss, damage, personal injury, including loss of life, illness, including but not limited to COVID-19, disability, property damage, or property theft or actions of any kind that you may hereafter suffer or sustain before, during, or after the Event, unless said expense, loss, damage, personal injury, including loss of life, illness, disability, property damage or property theft or actions of any kind is caused by the sole, gross negligence or willful misconduct of Lattice. As between Lattice and Attendees, Attendees are at all times responsible for the manner in which they access or attend the Event, including but not limited to their devices, network, and technology used to access an Event, as well as any hotel, travel, and transportation reservations or services used in relation to their attending an Event. This Liability Waiver and Release is specifically binding upon your heirs and assigns and is knowingly given.

# **Changes to the Event**

Lattice Events are subject to change at any time. Lattice does not guarantee the attendance of any third party (including any sponsor or speaker), or that any scheduled session, breakout, keynote or other activity will take place.

#### General

Lattice reserves the right to change, amend, add, or remove any of the above Terms in its sole discretion and without prior notice. If one or more of the conditions outlined in these Terms should become invalid, the remaining conditions will continue to be valid and apply. The views expressed by any Attendee, including without limitations any speaker, exhibitor, or sponsor are not necessarily those of Lattice. All Attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporation presentations, marketing collateral, and/or advertising. These Terms and all matters arising out of or relating to these Terms, whether in contract, tort, by statute or otherwise, are governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of law provisions, and the parties agree to submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, California, except that Events organized primarily by Lattice Technologies Limited are governed by and construed in accordance with the laws of England and Wales, without giving effect to the conflict of law provisions, and in such cases the parties agree to submit to the exclusive jurisdiction of the English courts.