

BMC EXCHANGE EVENT – TERMS AND CONDITIONS

General

These terms and conditions (the “**Terms**”) govern your registration for, and participation at, the BMC Exchange event referred to in the registration webpage at exchange.bmc.com (the “**Event**”). You may only register for, and attend, the Event in accordance with these Terms. By registering for the Event, you represent to us that you are authorized to enter into these Terms and bind your organization to comply with these Terms.

Registration Process

To register for the Event, you must complete the Event registration process. Unless the Event’s registration webpage specifies otherwise or we expressly inform you otherwise, you must be at least 18 years of age on the first day of the Event. Upon registration, you will be issued with a bar coded name badge on entry to the Event; exhibitors may have bar coded readers. By allowing your badge to be scanned you are deemed to have consented to passing over your registration details.

BMC reserves the right at its sole discretion to deny registration to the Event. Event registration is subject to availability and may close earlier than the posted deadline; we may also change the Event program at any time in our sole discretion.

You agree that you will not hold BMC Software, Inc., its subsidiaries and affiliates, and its owners (“**BMC**”) and its contractors or any of their respective, officers, directors, agents, employees, clients or representatives liable for any claims arising from or related to your participation in the Event, except for claims for personal injury or death caused solely and directly by BMC. To the extent permitted by law, in no circumstance shall BMC be liable for any special, incidental, consequential and/or indirect damages.

Images Permission

At the Event, BMC and/or its contractors will record, photograph and/or stream the various aspects and activities for archival, website display and promotional purposes, including posting on BMC’s website at www.bmc.com. By registering for, and attending, the Event, you grant BMC and its contractors the right to: (1) take photographs, images and video footage of you (hereinafter, your photographs, images and videos shall be referred to as “**Images**”), whether at BMC offices or elsewhere; and (2) reproduce, display, publish, or otherwise use the Images at any time, for the purposes of BMC promoting or showcasing itself, its employees, the Event and/or its products and/or services, on marketing materials, news releases, annual reports and on other publications, internal or external, including social media, on BMC’s internal and external websites and on third parties’ websites. You consent to BMC’s use of your name, picture, voice, likeness and background biographical information, if any is provided, in connection with the Images and their postings. The Images that are taken by BMC and/or its contractors, including the film, tapes, plates or files from which such Images are created or on which such Images are stored, shall be the sole property of BMC. BMC shall have the right to duplicate, reproduce, and make the uses of any Image, including cropping and modifying the size of such Images, free and clear of any claim or demand whatsoever on your part.

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England – Registered in England No. 1927903

Data Protection

You understand and agree that Images may be considered personal information ("**Personal Information**") and that BMC may use, process and/or store Images for the purposes described above as per the BMC Data Protection Binding Corporate Rules (the "**BCR Policy**"), that can be found on www.bmc.com. For any questions or requests to access, update or delete your Personal Information, you can contact BMC's Global Privacy Officer at privacy@bmc.com.

Use of Photographic and Video Material Taken at the Event by the Attendee

To comply with all applicable laws and regulations, BMC imposes certain restrictions on the use of multimedia at its events (e.g. photography, video, audio, online streaming and all future media). You are permitted to use hand-held cameras and/or smart phones to take photographs and capture digital images for personal and private, non-commercial use, including posting such photographs and digital images on social media (e.g. LinkedIn or Twitter), provided that the content thereof is not disruptive and does not infringe upon the rights of BMC, any other Event attendee and/or a third party. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. Photographs and digital images may not be copied, altered, published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever.

All other uses of photographs and digital images must be pre-approved by BMC before use; BMC retains the right to revoke consent and to make changes to this policy at any time.

Restrictions with regard to the Images of other Attendees

By registering for, and attending, the Event, you acknowledge and agree that, due to the prevalence of mobile recording devices in today's world, BMC disclaims all liability for the capture of your Images in any multimedia format by other attendees at the Event.

Announcements

By registering for, and attending, the Event, you acknowledge and agree that BMC has the right to publicly announce our business relationship with you and/or your organization, which shall include, but not limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to you and/or your organization.

Communications

You accept that communication with us will be electronic. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirements that such communication be made in writing.

When We Share Your Personal Information

As a global company, BMC shares information for business and marketing purposes only on a need-to-know basis and only with: (a) its own employees and contingent workers; (b) the entity from which BMC received the information; (c) its distributors, resellers, third-party software vendors, subcontractors, consultants and third-party service-provider companies, that have agreed to safeguard such information in a like manner to the way that BMC

safeguards such information and that have agreed to confidentiality terms with BMC or that have entered into arrangements with BMC to provide the services described in the BMC Privacy Policy available on www.bmc.com; and (d) other entities authorized to have access to such information under applicable law or regulation.

BMC may only disclose Personal Information in accordance with the BCR Policy, as necessary in connection with the sale or transfer of all or part of its business, to protect our rights or property, or to enforce our terms of use and legal notices. BMC may disclose your Personal Information as required or permitted by law, or at the request of government regulators or other law enforcement officials and the courts (including the issuance of a valid subpoena) only in accordance with our BCR Policy.

BMC will not use or share your Personal Information in ways unrelated to those described above without first notifying you and offering you a choice as to whether or not we may use your Personal Information in a different manner.