

IA TERMS AND CONDITIONS OF SPONSORSHIP

Subject to acceptance by Inductive Automation, LLC (“IA”), the following IA terms and conditions of sponsorship (“Terms”) are between IA, a California limited liability company with a principal place of business at 90 Blue Ravine Road, Folsom, CA 95630 and the entity (“Sponsor”, “You” or “Your”) named in the application page provided by IA for the sponsorship of the event (“Sponsorship Application”). IA and Sponsor shall each be a “Party” and collectively, the “Parties” to these Terms. The benefits associated with each “Sponsorship Level” (as selected by You on the Sponsorship Application) are specified in the event’s description or benefits schedule provided by IA and found here: [<https://icc.inductiveautomation.com/exhibitors/>] (the “Prospectus”), which Sponsor hereby acknowledges receiving and which are incorporated by reference into these Terms. If Your Sponsorship Application is selected, IA will notify You at the email provided in the Sponsorship Application, confirming Your selection and Your Sponsorship Level. Note that You are not an event Sponsor unless and until IA sends You a confirmation email. These terms are effective as of the date accepted by IA in the confirmation email.

1. Scope of the Sponsorship. IA will organize, promote, and run the event as described in the Prospectus. IA will perform these services professionally and competently. Sponsors receive the rights and activities associated with their chosen participation role (e.g., Sponsor, Exhibitor, Speaker) as set forth below, in these Terms, and in the Sponsorship Application.

- A. Co-branding Activities.** The sponsorship relationship contemplates mutual promotional and co-branding efforts in connection with the event. Subject to the Terms set forth herein, each Party may reference the other official role in the event in its respective marketing, advertising, and promotional materials, including websites, social media, email communications, press releases, and signage. Sponsor may display its name, logos, and approved messaging at the event and in event-related materials in accordance with the sponsorship tier benefits set forth in the Prospectus. Subject to Sponsor’s timely provision of approved branding materials, IA may, in accordance with the applicable Sponsorship Level set forth in the Sponsorship Application and the Prospectus, identify Sponsor as an official sponsor of the Event. The form, placement timing and manner of such recognition, including any use of Sponsor’s name or logo, shall be determined by IA in its reasonable discretion. All uses of a Party’s marks by the other Party shall be subject to the owning Party’s prior written approval (not to be unreasonably withheld) and shall conform to such Party’s brand guidelines as provided. Neither Party shall imply endorsement of any product or service of the other Party beyond the scope expressly authorized herein. Each Party retains all right, title, and interest in and to its respective intellectual property, and any goodwill arising from co-branding activities shall be solely to the benefit of the owning Party.
- B. Exhibitor Activities.** Exhibitors are Sponsors who display, staff, or operate booths or exhibits at the event, including their employees, agents, and representatives. Exhibitors participate at their own risk and are responsible for their property, conduct, and compliance with all laws and event rules. IA decides exhibitor eligibility and may allow exhibitors to pick their booth placement based on Sponsors’ Sponsorship Level or the order in which the Sponsorship Applications are received, and can move or remove exhibitors if necessary. If Sponsor qualifies for exhibiting, then Sponsor grants IA a license to use their name and logos for event promotion and agree that IA can photograph or record their booth for marketing without compensation. Sponsors who exhibit must pay for any damages caused at the event and handle their own taxes, licenses, and permits. All copyrighted materials used by sponsors while exhibiting at the event require proper rights. Sponsors who exhibit must act professionally and follow all event venues and IA Rules (as defined below).
- C. Speakers Activities.** Speakers participate by delivering presentations as agreed with IA and must present and submit all required materials by the deadlines set forth in the speaker guidelines, if any. Sponsors who provide or designate a speaker are responsible for ensuring that such speaker has agreed to IA’s media, intellectual property and release terms set forth in Section 4 below and that Sponsor has the right to grant IA, and hereby grants IA, on the speaker’s behalf, a non-exclusive, royalty-free, worldwide, perpetual license to photograph, livestream, capture, use, edit, and distribute the speaker’s presentation, likeness, name, voice, and submitted materials for promotional, educational, and archival purposes, without additional compensation. Speakers retain ownership of their original content but waive, and Sponsor shall ensure such Speakers waive, any claims against IA arising from IA’s use of such materials. Sponsors are responsible for

ensuring that their speakers' content is accurate, original, lawful and does not infringe any third-party rights. Speakers must conduct themselves professionally and comply with IA Rules. IA reserves the right to remove or exclude any speaker for unlawful, offensive, or unprofessional behavior, violation of these Terms, or submission of inappropriate content. Sponsors who provide speakers shall indemnify IA against any claims arising out of their speakers' participation or content, including claims for intellectual property infringement or defamation. Speakers participate as independent contractors, and Sponsors are responsible for their speakers' insurance, travel, and taxes. No monetary compensation or royalties will be provided to speakers, except any complementary event tickets expressly specified in the applicable Sponsorship Application. All proposed speakers are subject to IA's prior written approval, which may be granted or withheld in IA's reasonable discretion.

D. Complementary Tickets. Subject to the Sponsorship Level selected by You and accepted by IA, Sponsor may receive a limited number of complementary admission tickets to the event. Complementary tickets have no cash value, are non-refundable, except as expressly approved by IA in writing, and may not be resold or used for promotional giveaways without IA's prior written consent. All complementary tickets are subject to the same event rules, policies, age restrictions, media release terms, and admission conditions applicable to purchased tickets, excluding payment-related provisions. IA reserves the right to revoke or invalidate complementary tickets in the event of Sponsor breach, event rule violations, or misuse, without compensation or replacement. Unused complementary tickets have no value and do not entitle Sponsor to any refund, credit, or substitution. IA may require advance registration details for all complementary ticket holders and may deny access if such requirements are not satisfied.

2. Payment Terms. All sponsorship fees will be set out in the applicable Sponsorship Application and are payable in U.S. Dollars (USD). Payment obligations are based on the selected Sponsorship Level. Payments must be made electronically (including, but not limited to, Stripe) or by another method designated by IA in writing by the deadline specified by IA. IA may suspend or revoke the Sponsor's participation, benefits, or event access if payment is not received on time. Failure to pay does not relieve the Sponsor of its payment obligations. All fees are non-refundable as further detailed in Section 3. Sponsor is solely responsible for obtaining any required tax registrations and for paying all applicable taxes, fees, or governmental charges related to its event participation.

3. Cancellation and Termination. Sponsor may cancel only by written notice. All fees paid are non-refundable. Cancellation ends all sponsorship, exhibiting, speaking and marketing rights immediately. IA may terminate participation immediately for non-payment, breach, or rule violations, with no refund and payment obligations remain. IA can deny access to the event if payments are overdue. IA may modify or cancel the event; if renamed, relocated, or rescheduled, no refund is due but IA may offer comparable opportunities. If IA cancels the event for other reasons, fees will be refunded at IA's discretion. Upon cancellation or termination, all rights end, but payment, liability, and indemnity obligations survive.

4. Intellectual Property; Media Release and License. IA shall have the right to photograph, record, livestream, and otherwise capture audio-visual content of the event, including any presentations, panel discussions, podcasts, interviews, and appearances by Sponsor's employees, agents, or invited speakers (collectively, "**Event Media**"). Sponsor hereby grants to IA a fully paid, irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, edit, display, distribute, and create derivative works from the Event Media in any format or medium for promotional, educational, archival, and commercial purposes related to the event or IA's business. Sponsor represents and warrants that it has obtained all necessary consents, rights, releases, and permissions from its speakers, representatives, and any individuals (collectively, "**Representatives**") whose likeness, voice, statements, or other identifying characteristics appear in the Event Media, to permit IA's use as described herein, including rights of publicity, performance, and copyright, and shall provide evidence of such releases upon request by IA. Sponsor agrees that the Event Media may be used by IA with or without attribution and waives, and shall cause its Representatives to waive any claims against IA arising from such use, including claims for invasion of privacy, violation of publicity rights, defamation, or moral rights. Sponsor shall indemnify, defend, and hold harmless IA, its affiliates, and their respective officers, directors, employees, agents, successors, and assigns from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to IA's use of the Event Media or Sponsor's failure to obtain the required consents and releases. Sponsor further represents and warrants that any materials or information it provides hereunder, in whole and in part, shall not violate the rights of any third party whatsoever. Any materials, slides, recordings, podcast, or other content supplied by Sponsor or its Representatives

remain Sponsor's property; however, Sponsor grants IA the limited right to use such materials in connection with the marketing and promotion of the event. IA reserves the right to review, edit, or reject any content that does not meet these criteria. Neither Party shall use the other Party's marks, logos, speaker likenesses, or proprietary content in a manner that implies endorsement beyond the scope authorized herein, and all such uses remain subject to the prior written approval requirements set forth in these Terms.

5. Indemnification. Sponsor shall indemnify, defend, and hold harmless IA, its affiliates, and their respective officers, directors, members, employees, agents, successors, and the event venue, from and against any and all third-party claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to Sponsor's participation in, presence at, or activities in connection with the event, or any breach of the Terms, except to the extent caused by IA's gross negligence or willful misconduct.

6. Limitation of Liability. To the maximum extent allowed by law, IA is not liable for any indirect, special, or consequential damages related to these Terms or the event. IA's total liability, if any, will not exceed the fees paid by Sponsor in the 12 months before the event. IA makes no guarantees about event attendance or related matters.

7. Insurance. Sponsor shall maintain and provide IA with evidence of the following insurance coverage prior to the event:

- **Commercial General Liability:** Minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; coverage must be primary and non-contributory; IA must be named as an additional insured; and a waiver of subrogation in favor of IA.
- **Automobile Liability:** Minimum combined single limit of \$1,000,000 covering owned, hired, and non-owned vehicles; coverage must be primary and non-contributory; IA must be named as an additional insured; and a waiver of subrogation in favor of IA.
- **Workers' Compensation and Employers Liability:** Coverage as required by applicable law, with Employers Liability limits of at least \$1,000,000; waiver of subrogation in favor of IA.

8. Event Rules and Policies. IA may establish and update reasonable rules and policies related to the event, including safety, conduct, access, and logistics, which Sponsor must follow ("**IA Rules**"). All content provided by Sponsor for use in connection with the event is subject to IA's prior approval, which will not be unreasonably withheld and will be based on relevance to the event and its audience. IA reserves the right to review, edit, or reject any content that does not meet these criteria. Non-compliance with event rules or content standards may result in removal or denial of participation without refund. The event is intended for adults only; no individual under 18 may attend or participate unless IA provides prior written approval. IA may require government-issued proof of age at any time and may deny access to individuals who fail to comply.

9. Governing Law and Jurisdiction. These Terms shall be governed by and construed in accordance with the Laws of the State of California, without regard to the principles of conflicts of law, and any dispute, controversy, or claim arising out of these Terms will be brought exclusively in the state or federal courts of Sacramento, California.

10. Miscellaneous. Sponsor may not assign these Terms without IA's prior written consent, and any attempted assignment is void. If any provision is unenforceable, the rest remain in effect. Waivers must be in writing and do not waive future rights. Notices must be in writing and sent to the addresses in the Sponsorship Application. In a conflict, the Terms control. Provisions meant to survive termination, like indemnification, survive. These Terms and the Sponsorship Application are the entire agreement and can only be amended in writing signed by both parties. The parties are independent contractors; nothing creates an employment, agency, partnership, or joint venture relationship. Neither Party can bind the other without prior written consent. Each Party is responsible for its own employee compensation and taxes.

Last updated April 13th, 2026