



Event Registration Terms and Conditions

(updated: October 13, 2006)

By clicking "I AGREE," you agree to these terms and conditions (this "Agreement"), for yourself and on behalf of the business entity ("Applicant," which, where applicable, also includes all of Applicant's employees, affiliates, independent contractors, officers, or directors) applying to become an exhibitor at an event (the "Event") organized by PTC/USER, Inc. ("PTC/USER").

1. **ELIGIBILITY.** Applicants must be companies who are current members of select Parametric Technology Corporation, Inc. ("PTC") cooperative marketing programs. PTC/USER may permit other companies to be Applicants in its sole discretion on a case-by-case basis. PTC/USER reserves the right to reject any Applicant for any reason and no party will become an "Event Partner" (an Applicant whose registration and application have been accepted for the applicable Event) unless and until PTC/USER provides written confirmation of acceptance. Companies producing products directly in competition to PTC products are not eligible to be Event Partners or to participate in the Event.
2. **EVENT REGISTRATION.** Event registration is on a first-come, first-served basis and availability of exhibition space at the Event is not guaranteed until the Applicant has been approved as an Event Partner and registration has been confirmed by PTC/USER. Applicant must complete an online Event Registration Form (the "Registration Form") by the published deadline in order to register for the Event. Registration cannot be confirmed until PTC/USER receives payment in full in good U.S. funds. If Applicant's registration is initially rejected by PTC/USER, the registration fee will be returned to the Applicant, and Applicant will not be entitled to attend the Event as an Event Partner.
3. **EVENT PARTNER PROGRAM.** Event Partners may be eligible to participate in PTC/USER's Event Partner Program, as more particularly described in the Registration Form.
4. **EVENT GUIDELINES.** PTC/USER may promulgate policies and rules for the orderly management of the Event Partner Program and the Event (collectively, "Guidelines") in its sole discretion. Such Guidelines may be amended by PTC/USER from time to time and changes shall be effective upon notice (by email or otherwise) of the updated Guidelines to Event Partner. The Guidelines may include, but need not be limited to, guidelines on sign construction and placement, exhibit backdrops, space usage, lead collection, approved equipment and use, appropriate dress and exhibit hours.
5. **ENFORCEMENT OF GUIDELINES.** If an Event Partner violates the Guidelines, in whole or in part, or engages in an activity that materially interferes with the rights of another Event participant, Event Partner must take immediate corrective action upon verbal or written notification by PTC/USER. Continued violation of Guidelines after notification of the offense may result in Event Partner's ejection from the exhibition premises, the Event Facility, and permanent exclusion from future Events. (No notice is required in case of a serious violation of this Agreement or of the law.) PTC/USER is not responsible for loss of Event Partner Program or Event benefits or privileges due to Event Partner's negligence or willful misconduct. No credit or refund shall be made for loss of Event Partner Program or Event benefits due to the failure by Event Partner to follow Guidelines or for loss due to enforcement of Guidelines.
6. **PRIVATE EVENT.** The Event is a private event open only to persons registered with PTC/USER. Event Partner may not invite to its exhibit(s) any person who is not registered as an Event attendee.

7. **EVENT FACILITY.** The Event will be held at one or more suitable business Event facilities (together, the “Event Facility,” as more particularly set forth in the Registration Form).
8. **EXHIBIT CONTRACTOR.** At its option, PTC/USER may designate a third party as the official on-site exhibit contractor to provide services for the operation of the Event. Upon such designation, Event Partner must use the official exhibit contractor to perform on-site drayage, freight handling, cleaning and other services. Event Partner shall comply with all rules and guidelines established by the official exhibit contractor.
9. **PUBLICATION OF THIRD PARTY INFORMATION.** Event Partner is prohibited from publishing, disseminating, or displaying information of, from, or regarding third parties with products competitive to those of PTC in any presentation or display at the Event without the written permission of PTC/USER.
10. **LEAD COLLECTION.** Event Partner may collect names and contact information from Event attendees, but may only use such information or contact such attendees for Event Partner’s own Event-related follow-up (and not for lead aggregating or sharing or competitive marketing purposes, such as offering alternatives to PTC products for sale or use). In any case, Event Partner must state, in writing, the purpose for the name collection, and must limit its use of such information to the purposes indicated at the Event.
11. **DRESS CODE.** The dress code for all PTC/USER functions and events, except for exhibit hall set-up and removal, is business-casual attire. Persons dressed inappropriately may be asked to leave the exhibition premises.
12. **CANCELLATION.** PTC/USER reserves the right to cancel an Event Partner's Event registration if PTC/USER determines that the Event Partner is no longer eligible to participate in the Event or the Event Partner Program. If PTC/USER cancels a Partner’s registration, or, for reasons beyond its reasonable control cancels the Event or for such reasons is unable to conduct the Event, Event Partner shall be entitled to refunds of fees paid as follows: if the Event is cancelled 120 days or more before the scheduled start date (the “Start Date”), then Event Partner shall be entitled to a refund of all fees paid except for a non-refundable processing fee of One Hundred Dollars (\$100.00 USD) per Event Partner (the “Processing Fee”); if cancelled upon 60 to no more than 120 days notice Event Partner shall be entitled to a 75% refund of all fees paid, less the Processing Fee; if cancelled upon 15 to no more than 60 days notice Event Partner shall be entitled to a 50% refund of all fees paid, less the Processing Fee; and if cancelled upon less than 15 days notice, Event Partner shall be entitled to a 20% refund of all fees paid, less the Processing Fee. Event Partner shall not be entitled to any other compensation in the event of cancellation of a planned Event or cancellation of an Event Partner’s registration for any reason.
13. **RESPONSIBILITY.** Event Partner assumes responsibility and agrees to indemnify, defend, and hold harmless PTC/USER and the Event Facility and their respective officers, directors, employees and agents against any claims or expenses arising out of Event Partner’s attendance at or participation in the Event, including its activities at the Event in the exhibit hall and otherwise at the Event Facility. Event Partner acknowledges that it is Event Partner’s responsibility to maintain insurance covering Event Partner's property and personnel at the Event.
14. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL PTC/USER’S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM APPLICANT OR EVENT PARTNER

IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL PTC/USER BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE EVENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO ATTEND THE EVENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. RELATIONSHIP OF PARTIES. Event Partner and PTC/USER are independent contractors. Nothing herein, or in the Event Partner Program or Event, shall be deemed to constitute either party as the representative, agent, partner or joint venturer of the other.
16. THIRD PARTY INTERACTIONS. In connection with the Event and your participation in the Event Partner Program, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Event or otherwise. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. PTC/USER and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. PTC/USER does not endorse any sites on the Internet that are linked through PTC/USER's web site. PTC/USER provides such links, if any, only as a matter of convenience, and in no event shall PTC/USER or its licensors be responsible for any content, products, or other materials on or available from such sites. You recognize that certain third-party providers of software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.
17. REGIONAL USER GROUPS. Regional User Groups ("RUGs") are independent, autonomous organizations that operate in cooperation with PTC/USER. PTC/USER is not responsible for RUGs or their activities. Membership in the Event Partner Program does not entitle the Partner to any services or privileges from any RUG.
18. DISCLOSURE. Upon acceptance, PTC/USER may disclose that a Event Partner is a Event Partner.
19. PAYMENT. PTC/USER reserves the right to cancel Event Partner's registration without notice for lack of payment as required by this Agreement or the Registration Form. PTC/USER is not responsible for any damages, direct or indirect, resulting from such a cancellation unless otherwise set forth in the Registration Form. Unless otherwise set forth in the Registration Form, all purchase orders are no more than 30 days payable. Special offers or promotions may require payment within a different or shorter fixed period of time. All payments and purchase orders must be submitted within the time frames set forth in the Registration Form.
20. GENERAL. This Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Event must be subject to the exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts. No text or information set forth on any other purchase order, preprinted form or document (other than a Registration Form, where applicable) shall add to or vary

the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of PTC/USER to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by PTC/USER in writing. This Agreement, together with any applicable Registration Form, comprises the entire agreement between you and PTC/USER and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.