

HIMSS22 INTEROPERABILITY SHOWCASE CONTRACT

CONTACT INFORMATION

Please list the Company name and address as it should appear in HIMSS materials. The listed contact will receive all communications related to the sponsorship(s). Please notify HIMSS should any of this information change

Company: _____ Order Date: _____
 Address: _____ Primary Contact (logistics): _____
 City, St. ZIP: _____ Phone: _____
 Web Address: _____ Email: _____

BILLING INFORMATION

Accounts Payable Contact: _____ Phone: _____
 Title: _____ Fax: _____
 ORDER DETAILS Email: _____

| Product | Standard Rate / Discounted Rate | Time/Location if Applicable | Rate | Discount if Applicable | Quantity | Total GL: 401300-1038 |
|---------------------------------------|---------------------------------|-----------------------------|------|------------------------|----------|--------------------------|
| Premier Level Participation | \$65,000 / \$59,000 | | | | | |
| Connected Demonstration Level | \$11,850 / \$10,650 | | | | | |
| Connected + Marketplace | \$17,000 / \$15,300 | | | | | |
| Marketplace Level Only Participation | \$7,500 / \$6,700 | | | | | |
| Additional Connected Demonstration | \$5,650 / \$5,100 | | | | | |
| Spotlight Theater | \$4,200 / \$3,900 | | | | | |
| Marketplace Kiosk + Spotlight Theater | \$9,350 / \$8,550 | | | | | |

ORDER TOTAL: \$ _____

APPLICABLE HIMSS22 INTEROPERABILITY SHOWCASE™ DISCOUNT:

Receive discounted rate by checking any of the applicable activities listed below:

- HIMSS Corporate member IHE Global Connectathon and Conference participant within previous 12 months
 HIMSS Non-profit member Participation in an official HIMSS Interoperability Showcase between April 2020 to July 2021 (e.g. HIMSS Europe, HIMSS AsiaPac)

DEPOSIT AND PAYMENT REQUIREMENTS:

For contracts signed between August 12 and December 9, 2021: 50% is due at signing of the contract.

For contracts signed between December 10, 2021 – March 18, 2022: 100% due at signing of the contract

METHOD OF PAYMENT: Purchase orders are not an accepted form of payment.

- Pay by wire or check made payable to HIMSS* Pay by credit card by logging in to MYS portal
 Pay by credit card using HIMSS Credit Card Authorization Form and faxed back to HIMSS secure fax line at 312-915-9209

*Please make checks payable to HIMSS, 6923 Eagle Way, Chicago, IL 60678-1692. HIMSS Federal Tax ID# is 36-3906745.

ACH/Wire Instructions:

Bank: JPMorgan Chase Account Name: Healthcare Information and Management Systems Society
 Address: 10 S. Dearborn Chicago, IL 60603 Phone: 866-954-3718
 Swift Code: CHASUS33 ABA Number: (021000021 WIRE) or (071000013 ACH) Account Number: 5300097195

SIGNATURE

Please return signed copy with payment to HIMSS and retain a copy for your records. The terms and conditions and all rules and regulations as set forth in the Event Service Manual are an integral and binding part of this agreement. We have read, understand and accept the terms and conditions as set forth in this agreement and agree to abide by all requirements, restrictions, and obligations. Upon acceptance by Sponsor and HIMSS, the terms of this agreement are binding.

Authorized signatory for Sponsor

Signature: _____

Name and Title: _____

Date: _____

Authorized signatory for HIMSS – HIMSS Office Use Only

Signature: _____

Name and Title: _____

Date: _____

HIMSS22 INTEROPERABILITY SHOWCASE CONTRACT

Benefits of Sponsorship

Premier Level Participation [Limited Availability]

In addition to Connected Level participation, the following benefits are exclusive for Premier Level Sponsors:

- Demonstrate up to 7 kinds of technologies (e.g. platforms, systems, APIs, etc.).
 - Organization may choose to place all technologies in one demonstration. This option requires participation from two other technologies proprietary to other non-subsidiary organizations.
 - Must be contracted before December 1, 2021 to be eligible for this option.
- Present to HIMSS Global Conference attendees in a (1) hour education session anchored around the interoperability topic of your choice located within the HIMSS Interoperability Showcase Theater. Session will be promoted in the onsite program and HIMSS website with prominent organization branding.
- Private meeting room or Marketplace Kiosk participation
 - Meeting Room: 10'x10' Private meeting room includes: (1) 5amp outlet with power strip, (1) 36"x30" high round table with (4) chairs, (1) shared internet hardline, 18"x18" logo sign outside of meeting room, OR
 - Marketplace Kiosk: See section below.
- Eligibility to submit original content and comply with HIMSS guidelines and editorial direction for publishing on HIMSS.org
- Participate in the HIMSS Industry Perspective content series
- Distribute one (1) case study or white paper within your onsite demonstration area
- Host a customer VIP Interoperability Showcase Tour to demonstrate your value to stakeholders.
- List of scanned attendees* with contact information to the HIMSS22 Interoperability Showcase
- Ability to invite partners** who are first time Interoperability Showcase participants to sponsor at the Connected Demonstration level for the fee level of an additional system
- 14 exhibitor/client badges (organization determines the mix)
- 6 full conference badges

Connected Level Participation

- (1) Participation in a connected demonstration showcasing the technology (e.g. platforms, systems, APIs, etc.) of choice.
 - Presented within a shared area with custom graphics - only bring your equipment.
 - On-site amenities include: internet, electric, carpet, chair,
- Connected levels are invited to include partners at the cost of an additional technology.*
- List of scanned attendees with contact information from your HIMSS22 Interoperability Showcase demonstration(s).
- Participate in the HIMSS Industry Perspective content series
- Distribute one (1) case study or white paper within your onsite demonstration area
- Schedule a tour with a variety of stakeholders.
- Recognition on www.himssconference.org and HIMSS media channels.
- (4) exhibitor/client badges (organization determines the mix)
- (1) full conference badge

* While every effort is made, it is not guaranteed that every attendee visitor will be captured.

**Partners must complete a separate contract, and must be new to participants in the Interoperability Showcase.

Initial: _____

HIMSS22 INTEROPERABILITY SHOWCASE CONTRACT

Connected/Premier Sponsorship Additional Technology Participation

Demonstrate in multiple topics or with different technologies (e.g. platforms, systems, APIs, etc.)

- (2) exhibitor/client badges (organization determines the mix)

Minimum Requirements to participate as Premier & Connected Demonstration Level Sponsor in the Interoperability Showcase:

- All participants must use an interoperability standard to exchange information (such as an HL7 Profile, IHE Profile, DICOM, DIRECT, etc.). No proprietary exchanges will be allowed in the demonstrations.
- Participation in a weekly virtual meeting to plan your demonstration starting in November 2021.
- Attendance at set up for two (2) days prior to HIMSS22 (9:00 am-5:00 pm) and during all exhibition hours.
- All HIMSS22 Showcase participants are strongly encouraged to attend an IHE North American Virtual Connectathon & Conference to connect and collaborate with other testing partners around demonstration topics. HIMSS22 Interoperability Showcase participants are entitled to discounts to this event. See iheusa.org for more information about discount information.

Marketplace Level Only Participation

A variety of interoperable solution kiosks:

- Kiosk includes:
 - o Countertop with lockable storage
 - o 32" monitor (participating company will need to bring a laptop to hook into the monitor)
 - o (1) Bar Stool
 - o Electrical (5 amps) with multi-strip
 - o Shared Internet connection (hard wire internet line)
 - o Graphic panel
- Inclusion in on-site attendee print and electronic materials***
- Share case studies and/or white papers within your kiosk area onsite
- (2) exhibitor/client badges (organization determines the mix)

Spotlight Theater

- One (1) 20-minute thought leadership session within the HIMSS Interoperability Showcase Spotlight Theater
 - o Session content must be anchored around interoperability and health information exchange
 - o HIMSS staff member to provide presentation guidelines and review each presentation to ensure appropriateness of content
- Spotlight Theater 20 minute session information will be listed in printed guide onsite, HIMSS Global Conference website and mobile app
- (2) exhibitor/client badges (organization determines the mix)

***If contracted by January 15, 2022

HIMSS22 AGREEMENT

General Terms and Conditions

1. DEFINITIONS:

- a. "Agreement" shall mean the entire Agreement, including the cover page(s) and engagement/order details and these General Terms and Conditions as well as, to the extent applicable, the Attachment(s) and Event Services Manual.
- b. "Attachment(s)" shall mean the supplemental, specific terms set out in the attachments hereto.
- c. "Company" shall mean the organization that signs this Agreement and is identified on page 1.
- d. "HIMSS" shall mean the Healthcare Information and Management Systems Society, an Illinois not-for-profit corporation, with its principal office at 33 West Monroe Street, Suite 1700, Chicago, Illinois 60603.
- e. "Event Service Manual" is located on the HIMSS conference website at <https://www.himss.org/global-conference/h22-service-manual> the content of which is fully incorporated by reference herein.

2. AMENDMENTS: Any and all amendments to this Agreement must be in writing, signed by both parties.

3. CONFIDENTIALITY: During the term of this Agreement and for a period of three (3) years thereafter, Company agrees to keep confidential the terms of this Agreement and any confidential or proprietary information provided in connection with the this Agreement ("Confidential Information"). Confidential Information does not include information which is: (i) previously known without any obligation to keep such information confidential; (ii) acquired by you from a source which is not, to Company's knowledge, under an obligation to keep such information confidential; (iii) publicly known or otherwise publicly available, except through a breach of this Agreement; or (iv) independently developed by you without reference to any Confidential Information.

4. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

5. DISPUTE RESOLUTION, ARBITRATION, AND WAIVER OF CLASS AND OTHER REPRESENTATIVE ACTIONS: Any and all disputes, controversies or claims, whether in contract, tort, statute or otherwise, arising out of or related to this Agreement shall be fully and exclusively resolved and settled through final and binding arbitration conducted under the Rules of Arbitration of the International Chamber of Commerce (as those rules existed on July 1, 2020) by one arbitrator appointed in accordance with said Rules. The Rules shall govern the costs, fees and expenses of arbitration. No party, however, shall be responsible for the attorneys' fees and related expenses of any other party. The arbitrator shall have exclusive authority to resolve questions of arbitrability, including arising out of or related to the interpretation, scope, applicability, enforceability, formation or termination of this Agreement (or any part thereof) as well as the arbitrator's jurisdiction. The language of the arbitration shall be English. The place of arbitration shall be Chicago, Illinois. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act, 9 U.S.C. § 1, et seq., governs the interpretation and enforcement of this provision.

Further, the parties agree that any dispute resolution proceedings will be conducted ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. Unless both parties agree otherwise, the arbitrator may not consolidate, combine or jointly arbitrate Company's and another person's claim and may not otherwise preside over any form of a class or representative proceeding.

BY AGREEING TO THE FOREGOING PROVISIONS, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING ANY RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL AS WELL AS ANY RIGHT TO PARTICIPATE IN A CLASS ACTION PROCEEDING OR IN A REPRESENTATIVE ACTION.

6. ENTIRE AGREEMENT: This Agreement, together with the all Attachments set forth herein and the Event Service Manual (as applicable), constitutes the final, complete, and exclusive understanding between the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements in regard thereto. The parties have not relied upon any promises, warranties, or undertakings other than those expressly set forth in this Agreement. Nothing in this Agreement shall give any person, other than the parties to this Agreement or their respective successors or permitted assigns, any legal or equitable right, remedy, or claim under this Agreement except that the parties may enforce their rights thereunder. Notwithstanding anything to the contrary herein, in the event of a conflict or inconsistency between these General Terms, any Specific Terms, and/or the Event Service Manual, the order of priority shall be: 1) Event Services Manual, 2) Specific Terms, and 3) General Terms. Headings have been inserted for the convenience of reference only, and if there is any conflict or inconsistency between any such headings and the text of this Agreement, the text shall control.

7. GOVERNING LAW AND VENUE: This Agreement is made in the State of Illinois and shall be governed exclusively by the substantive laws of Illinois without giving effect to any conflict-of-laws rules. For any and all court proceedings, if any, arising out of or relating to this Agreement, and not waived by and subject to the Dispute Resolution and Arbitration provision herein, the parties knowingly and voluntarily consent to the jurisdiction and venue of the federal court for the Northern District of Illinois in the State of Illinois, Cook County.

8. INDEMNIFICATION: Company shall defend, indemnify, and hold HIMSS and its officers, directors, employees and agents (hereinafter collectively called "Indemnitees") forever harmless from any losses, costs, damages, liabilities, claims, demands, expenses (including attorney's fees), or actions arising out of or in connection with the actions (or inactions) of Company in connection with: (a) any claims for violation of any statute, law, ordinance, regulation, rule, or order; and (b) any claims arising from the alleged gross negligence, recklessness, or willful or knowing conduct or misconduct of Company; and (c) Company's breach of the Confidentiality and Representations, Warranties, and Covenants sections of this Agreement.

9. LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, IN NO EVENT SHALL HIMSS BE LIABLE FOR DAMAGES IN EXCESS OF THE FEES DUE TO HIMSS UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY IN CONNECTION WITH AMOUNTS PAYABLE PURSUANT TO THE INDEMNIFICATION OBLIGATIONS HEREIN.

10. NO ASSIGNMENT OR TRANSFER: The Agreement may not be assigned to another entity without prior written consent from HIMSS.

11. NO WAIVER: The failure of either party to object to or to take affirmative action with respect to any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise or non-exercise of any right or remedy by either party

HIMSS22 AGREEMENT

shall not preclude or waive its exercise of any other right or remedy hereunder or pursuant to law or equity. Any waiver of rights or remedies must be made in writing signed by authorized representatives of both parties and specifically referring to this agreement.

12. **PRIVACY POLICY AND DATA MANAGEMENT:** HIMSS takes our data stewardship responsibility seriously; more information about our data management and privacy practices is available in our privacy policy at www.himss.org/himss-legal
13. **RELATIONSHIP OF THE PARTIES:** The parties agree that their relationship is solely as independent contractors and nothing herein shall be construed to entitle either Party to be a representative, agent, partner, employee/employer, or joint venturer of the other.
14. **REPRESENTATIONS, WARRANTIES, AND COVENANTS:**
 - a. Company represents, warrants, and covenants that:
 - i. It has all necessary permissions, permits, licenses, and clearances to perform its obligations under this Agreement;
 - ii. To the extent it discloses to HIMSS and/or, in connection with the Agreement, it receives, uses, processes, or stores any personal data, it will do so in accordance with all applicable laws;
 - iii. That it will to comply with all applicable laws, statutes, regulations, and codes including, but not limited to, those relating to anti-bribery and anti-corruption;
 - iv. In connection with its exercise of its rights, or performance of its obligations, under this Agreement, that it shall not infringe any third party copyright, trademark, or other similar intellectual property or proprietary rights and that it shall comply with all copyright restrictions; and
 - v. It shall obtain any required license or grant of authority required of Company under the copyright laws and, upon request from HIMSS, shall present HIMSS with a copy of such license or grant.
 - b. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER HAS NOT MADE ANY EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR AGREEMENTS OF ANY KIND RELATED TO THE SUBJECT MATTER HEREOF, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
15. **SEVERABILITY:** If any portion, section, or provision of this Agreement as applied to either party or to any circumstances shall be deemed to be void or unenforceable, the same shall in no way affect any other portion, section, or provision of this Agreement or the validity or enforceability of this Agreement. In the event any restriction set forth in this Agreement is determined to be unreasonable or unenforceable with respect to scope, time, geographical or customer coverage, Company agrees that such a restriction or restriction may be modified and narrowed, either by an arbitrator or by HIMSS, so as to provide the maximum legally enforceable protection of HIMSS' interests and without negating or impairing any other restrictions or agreements set forth herein.
16. **SURVIVAL:** The following provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect (in addition to any other provisions that are reasonably expected to survive the termination or expiration of this Agreement): Dispute Resolution and Arbitration, Governing Law and Venue, Indemnification, Intellectual Property, and Representations, Warranties, and Covenants, and Severability.

Specific Terms – Global Conference Exhibitor HIMSS22

1. **ADDITIONAL DEFINITIONS**
 - a. "Event" or "Global Conference" shall mean the HIMSS2022 HIMSS Global Conference & Exhibition event.
 - b. "Venue" shall mean the physical location (or locations) for any portion of the Event.
 - c. "Specialty Booths" are defined as specialty pavilions, showcases, and other specialized participation areas of the Event such as, for example, exhibition turnkey package, speaking session, and marketing.
 - d. "Event Service Manual" is located on the HIMSS conference website at <https://www.himss.org/global-conference/h22-service-manual>, the content of which is fully incorporated by reference herein.
 - e. "Global Conference Exhibitor HIMSS22" shall be the terms set out in this Specific Terms attachment to the Agreement.
2. **APPLICABILITY – GLOBAL CONFERENCE EXHIBITOR HIMSS22:** For the purpose of clarification, the Global Conference Exhibitor HIMSS22 terms shall be applicable to all agreements for both space of other physical on-site exhibition or engagement at the Event.
3. **ACCESS TO EVENT:** Each individual representative and/or attendee of Company is required to wear an Event badge for entry into the Event. Only Companies will be permitted to enter the Event exhibition hall outside of posted hours pursuant to the rules stated in the Event Service Manual. Company's allocated Event badges are not transferable. Event staff will confiscate Company's Event badges that are worn by another individual other than the person to whom the Event badge is issued. HIMSS reserves the right to withhold delivery of its obligations under this Agreement, including, without limitation, to refuse Company's exhibit freight, withdraw Company's Event badge allotment, and withhold contracted space and/or exhibit space materials if Company violates this rule.
4. **APPLICABILITY OF DISCOUNTS:** Companies that receive discounts for Corporate Membership or Organizational Affiliate status must remain in good standing with such status, as applicable, through the duration of the Event. Failure of Company to maintain such Corporate Membership or Organizational Affiliate status in good standing will result in Company immediately forfeiting the discount for such Corporate Membership or Organizational Affiliate Status and HIMSS will invoice Company for the balance of the regular rate applicable at the time of space reservation, which shall be immediately due and payable.
5. **CANCELLATION – GLOBAL CONFERENCE EXHIBITOR:** Company must notify HIMSS of its intent to cancel this Agreement in writing through an authorized company representative. If Company's notice of cancellation is received on or before December 9, 2021, HIMSS will retain 50% of the total fees due under this Agreement. If Company's notice of cancellation is received on or after December 10, 2021, HIMSS will retain 100% of the total fees due under this Agreement. Upon Company's cancellation of this Agreement, HIMSS reserves the right to withhold delivery of its obligations under Company's Event-related agreements, including, without limitation: 1) to cancel Company's ordered advertisements 2) to cancel Company's reserved hospitality space; 3) to cancel Company's reserved hotel sleeping room blocks in conference hotels; and 4) to cancel all other sponsorship opportunity agreements entered into by Company related to the Event. Cancellation of contracted space may also result in immediate forfeiture of all of Company's associated exhibitor points and Event badge allotment.
6. **COMPANY ELIGIBILITY:** The Event exhibition is intended to demonstrate products and services for healthcare information and/or technology professionals. HIMSS, in its sole and exclusive discretion, shall determine Company's eligibility to participate in the Event.

HIMSS22 EXHIBIT SPACE AGREEMENT

HIMSS may refuse rental of exhibit space to Company, or remove Company from the Event exhibition hall, if, in the sole and exclusive discretion of HIMSS, Company's display of goods or services is not compatible with the character and objectives of the Event exhibition. In the event HIMSS initially deems Company to be eligible to participate in the Event, but later determines that it is not eligible, then Company's prepaid space rental fees and deposits will be forfeited, in accordance with the "Cancellations" provision.

7. **COMPLIANCE WITH RULES:** Company expressly agree to comply with the Event Service Manual (including, but not limited to, the rules and regulations therein) and all directions from Event staff. Specifically, Company shall comply with assigned move-in and installation days and hours as specified in the HIMSS Event Service Manual and agrees that its exhibit may not be removed from the exhibit hall until the official closing of the Event. Company is wholly liable for all damage caused whether directly by Company, or by Company's agents, to building floors, walls, or columns, or to standard booth equipment, or to other Company's property. Company may not mark, tack, make holes, and apply paint, lacquer, adhesives, or other coating to building columns, walls, ceilings, floors or to standard booth equipment. Company will be wholly responsible for labor charges incurred in connection with the assembly, draping, repairs, and dismantling of contracted exhibit booth(s). All construction material must conform to standard safety practices. All display materials, including table, drape, textile, paper displays, and decorations, must be fire resistant or flame proof. Combustible decorations are prohibited all times. Company must remove all packaging containers and materials from the Event exhibition hall and/or other contracted space and may not be stored under tables or behind displays. Company must maintain all aisles, corridors, exit areas, and stairways in and around Company's contracted space at their required width at all times during the Event. Obstructions protruding into the aisles of the exhibition or in other areas of contracted space are prohibited. Photography or videography of another company's exhibit is strictly prohibited. Company acknowledges and agrees that Company is charged with knowledge of all applicable laws, ordinances, and regulations pertaining to health, fire prevention, and public safety while participating in the Event. Compliance with all such laws, ordinances, and regulations is mandatory and is the sole responsibility of Company. Company must also comply with all conditions, rules and regulations imposed by the Venue and its management. Additionally, Company must register Company attendees for the Event and all Company attendees must comply with these terms as well as the individual attendee registration terms and conditions associated with the Event. Additionally, Company acknowledges it must contract exhibit space/meeting space with HIMSS in order to host functions in conjunction with the Event outside of posted conference hours. The violation of any of the foregoing is grounds for downward adjustment or loss of: 1) Company's exhibitor points, 2) Company's hotel sleeping room blocks, 3) Company's Event badge allotment, where applicable, 4) dismissal from Event exhibition hall, and/or 5) the forfeiture of all monies associated with the Event.
8. **CONDUCT OF COMPANY:** Company is permitted to conduct business only within the confines of its contracted exhibit space at Event. Only authorized representatives of Company are permitted to: (i) display or demonstrate any products, processes, or services, to fulfill orders, (ii) to wear identification of Company's company or organization, or (iii) to distribute advertising or other materials within the confines of the Company's exhibit space. Company must show goods or services manufactured or dealt in by Company in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in a Company's display, identification of such article shall be limited to the usual and regular nameplates imprint, or trademark under which same is sold in the general course of business. Marketing material matter of any description may be used or distributed only within the space assigned to the Company presenting such material. Only media and literature published and approved by HIMSS may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exposition areas, in public areas, hotels with HIMSS housing block or in transportation areas under lease to HIMSS. No photography or videography is allowed by any photographer other than the designated Event photographer of HIMSS without prior written approval from HIMSS. Company may not enter the exhibit space of other exhibitors without invitation; nor may Company call or invite a visitor out of one exhibit and into its own. The following are prohibited: the use of noisemakers, promotions and presentations that may be judged by HIMSS, in its sole and exclusive discretion, as not in good taste, lacking in dignity, or not in keeping with the purpose of HIMSS. Company use of audio and visual equipment will be permitted, where appropriate to the display; however, sound must be maintained at not more than a level of 75 decibels. HIMSS reserves the right to restrict Company's use of sound and other devices which exceed 75 decibels and interferes with the best interests of the exhibition as a whole. The violation of any of these rules is grounds for downward adjustment or loss of Company's exhibitor points, and/or dismissal from Event exhibition hall and/or the Event with forfeiture of all associated monies.
9. **FORCE MAJEURE:** In the event that performance by HIMSS or any necessary third party is unavailable in whole or in part as a result of any cause or agency over which HIMSS has no control, including but not limited to, fire, flood, tempest, inclement weather, formal or informal governmental intervention, malicious damage, act of God, war, strike, lock-out, labor dispute, riot, terrorist acts, curtailment of transportation, pandemic, epidemic or contagious disease, or should HIMSS decide that because of any such cause that it is necessary to cancel, postpone, any of the services or deliverables contemplated by this Agreement (including, but not limited to, a decision to re-site any event or program, or reduce the move-in and installation time, exhibition time, or move-out time associated therewith), HIMSS shall be excused from any failure to perform under this Agreement. Notwithstanding foregoing, if HIMSS cancels or postpones the Event (as defined in the Global Conference Terms) pursuant to this provision, HIMSS will permit Company to apply fifty percent (50%) of the total fees paid in connection with the Event to a subsequent HIMSS event occurring within fourteen (14) months of the date of the Event, subject to this Agreement, as mutually agreed upon by the parties. Such application of funds shall be Company's sole remedy in the event of cancellation or postponement of the Event, and HIMSS shall not be liable to indemnify or reimburse or to otherwise refund the Company in respect of any fees, deposits, payments, costs, expenses, damages or losses of any kind, whether direct or indirect, arising as a result thereof.
10. **INSURANCE:** All property of the Company is understood to remain under its custody and control in transit to and from and/or within the confines of the Venue. HIMSS and Venue do not maintain insurance covering Company's property and will not be responsible for damage to, loss, or theft of property belonging to Company, its servants, directors, officers, employees, contractors, agents, business invitees, visitors or guests. Company shall carry Comprehensive General Liability coverage, including bodily injury, fire legal liability, personal and advertising liability, products and completed operations, and contractual liability coverage of at least \$1 Million per occurrence/\$2 Million General Aggregate and \$1 Million per Occurrence for Property Damage Liability. Further, Company shall carry statutory Worker's Compensation coverage in full compliance with all federal and state laws covering all of the Company's employees with Employers Liability (Coverage B) limits of not less than \$500,000/\$500,000/\$500,000. Workers Compensation must include a waiver of rights to recover against additional insureds listed on the Certificate of Insurance. Company shall carry automobile liability insurance that

HIMSS22 EXHIBIT SPACE AGREEMENT

includes all owned, non-owned, and hired vehicles with limits of \$1 Million per accident. Each of Company's policies listed herein must include HIMSS and its subsidiaries, affiliates, officers, directors and employees as additional insureds under ISO form CG2026. Certificate and endorsements must state that the General Liability Insurance is primary and will not seek contribution from any insurance available to the additional insureds. Company must provide a Certificate of Insurance to HIMSS documenting fulfillment of these requirements upon full execution of this Agreement.

11. **OFFICIAL HOUSING:** Company is required to utilize the official HIMSS Event housing bureau for all housing accommodations associated with the Event. HIMSS reserves the right to withhold delivery of its obligations under this Agreement, including, without limitation, to refuse Company's exhibit freight, withdraw Company's Event badge allotment, and withhold contracted space and/or exhibit space materials if Company violates this provision.
12. **PUBLICITY:** Company acknowledges and agrees that HIMSS may publicly refer to Company as a "Sponsor" and/or "Exhibitor" of HIMSS and, in connection with such public reference, may use Company's name, brand, and related marks in any media and on any platform. Company further acknowledges and agrees that while acting as a Sponsor and/or Exhibitor, it shall not infringe any third-party copyright, trademark, or other similar intellectual property right and shall comply with all laws related thereto. This right of publicity exists for all Sponsor Programming and for the Event (as defined in the GC Agreement).
13. **PAYMENT TERMS:** All fees due under this Agreement must be paid pursuant to the timeline and/or payment schedules agreed between the parties. HIMSS may refer collection of any unpaid Fees to an attorney or collections agency. If HIMSS' unpaid Fees are referred to an attorney or collections agency, Company shall pay all reasonable attorney's fees or collections agency fees. Additionally, HIMSS reserves the right, in its sole and exclusive discretion, to release and reassign exhibit space opportunities, including contracted space and/or exhibit space, in the event that Company fails to remit any Fees according to the payment schedule. Further, HIMSS reserves the right to withhold delivery of its obligations under this Agreement, including, without limitation, to refuse Company's exhibit freight, withdraw Company's Event badge allotment, withhold contracted space and/or exhibit space materials until Company remits all Fees according to the payment schedule. Company's failure to remit any Fees according to the payment schedule and/or prior to the start of the Event may result in Company's forfeiture of all Fees previously paid to HIMSS for or in connection with the Event.
14. **SPACE REDUCTIONS:** HIMSS may, in its sole discretion, grant Company requests to reduce or adjust the size of contracted space; HIMSS is not required to make any such adjustments at any time. In the event HIMSS grants Company's request to reduce contracted space size, HIMSS may also relocate Company's contracted space. Additionally, HIMSS will also proportionately reduce the following: 1) Company's exhibitor points, 2) Company's hotel sleeping room blocks, and 3) Company's Event badge allotment, where applicable. In the event HIMSS grants a request to reduce contracted space size, Company will be obligated to pay 50% of total fees for released space when HIMSS receives such request on or before December 9, 2021; or 100% of total fees for released space when HIMSS receives such request on or after December 10, 2021.
15. **SPECIAL PARTICIPATION RULES:** Where applicable for Specialty Booths of the Event, Company must adhere to all posted participation requirements outlined in the HIMSS Event Service Manual. For session and exhibition demonstrations, Company agrees to ensure the timely arrival of its designated speaker(s), and to take direction from Event technical project management and Event staff as necessary in order to successfully execute the session and exhibition demonstration. Company's failure to ensure timely arrival of its speaker(s) and/or, in the reasonable judgment of HIMSS, to promptly correct violations or to comply with directives from HIMSS or other designees of HIMSS (such as, but not limited to, technical management and Event staff), will result in HIMSS excluding Company from further participation in the testing and/or demonstration process, including demonstration at future HIMSS.
16. **SUBLETTING AND TRANSFERS:** Company may not assign, sublet, or share its contracted space with another business or firm without prior written approval from HIMSS, which may be granted in HIMSS' sole discretion. In the event that HIMSS grants Company's request to transfer its contracted space, in whole or in part, to another company, Company shall be subject to the space reduction (see "Space Reductions") and/or cancellation policies (see "Cancellations").