

## HIMSS24 AGREEMENT

March 11-15, 2024  
 Orange County Convention  
 Center, Orlando FL

### CONTACT INFORMATION

Please list the Company name and address as it should appear in HIMSS24 materials. The listed contact will receive all communications related to this Agreement. Please notify Informa (defined below) 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: _____
	Email: _____

### ORDER DETAILS

Product	Time and/or Location if Applicable	Rate	HIMSS Corporate Membership Discount (if Applicable)	Quantity	Total	GL Code (Informa Internal Use)

**ORDER TOTAL: \$** \_\_\_\_\_

### PAYMENT SCHEDULE:

100% of the payment is due at signing of the contract. Please note that Informa charges a 3% fee for any payments of \$5,000 or more paid via credit. The fee will be added to the invoice at the time payment is processed.

### METHOD OF PAYMENT:

- Pay by check made payable to Healthcare Information and Management Systems Society, Inc. (HIMSS) c/o Informa (checks payable to HIMSS c/o Informa, 6923 Eagle Way, Chicago, IL 60678-1692)
- Pay by credit card by logging in to MYS portal
- Pay by wire per the ACH/Wire instructions below:

#### ACH/Wire Instructions:

<b>Bank:</b> JPMorgan Chase	<b>Account Name:</b> Healthcare Information and Management Systems Society
<b>Address:</b> 10 S. Dearborn Chicago, IL 60603	<b>Phone:</b> 866-954-3718
<b>Swift Code:</b> CHASUS33	<b>ABA Number:</b> (021000021 WIRE) or (071000013 ACH)
<b>Account Number:</b> 5300097195 HIMSS Federal Tax ID# is 36-3906745. HIMSS accepts Purchase Orders and requires payment in full prior to the start of the Event.	

### SIGNATURE

This agreement is entered into between the Company listed on this Booking Form (the "Company" or "you") and Informa Exhibitions U.S. Construction & Real Estate, Inc., doing business as Informa ("Informa" or "Organizer").  
 Please return signed copy with payment to Informa and retain a copy for your records. By signing this agreement, the Company (i) affirms it has read, understands, and accepts the terms of this Booking Form and the General Terms and Conditions found in and attached hereto (collectively, the "Agreement"), (ii) agrees to abide by all requirements, restrictions, and obligations by Informa and event venue, and (iii) affirmatively consents and agrees to receive (A) facsimile advertisements sent by or on behalf of Informa to the facsimile number above; (B) telephone solicitations, including, but not limited to, text messages and/or calls initiated by or on behalf of Informa and directed to the telephone number provided above; and (C) commercial emails sent by or on behalf of Informa, its affiliates, lines of business and divisions.

HOW ORGANIZER USES YOUR DATA: Organizer collects, uses and protects your data in accordance with Informa Markets' Privacy Policy: <https://www.informamarkets.com/en/privacy-policy.html>. By signing this agreement, you acknowledge and agree to the Informa Markets' Privacy Policy. If you have any questions about how Organizer collects, uses and/or protects your data, please email Informa Markets on [imdattateam@informa.com](mailto:imdattateam@informa.com).



HIMSS 2024 Global Health Conference and Exhibition - Booking Form  
350 North Orleans Street | Suite S10000  
Chicago, IL 60654

## HIMSS24 AGREEMENT

**Authorized signatory for:**

**Company**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Authorized signatory for:**

**Informa**

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

## HIMSS24 AGREEMENT

### SPONSORSHIP BENEFITS

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## General Terms and Conditions

### 1. **DEFINITIONS:**

- a. "Agreement" shall mean the entire Agreement, including the cover page(s), booking form, engagement/order details, and these General Terms and Conditions as well as, to the extent applicable, the Attachment(s) and Event Service Manual.
- b. "Attachment(s)" shall mean the supplemental, specific terms set out in the attachments hereto.
- c. "Company" or "Sponsor" or "Exhibitor" shall mean the organization that signs this Agreement and is identified on page 1.
- d. "Event" or "Global Conference" shall mean the HIMSS 2024 Global Health Conference and Exhibition event.
- e. "Event Service Manual" is located on the Event website at <https://www.himss.org/global-conference/h24-service-manual> the content of which is fully incorporated by reference herein.
- f. "Informa Group" includes any entity whose ultimate parent company is Informa PLC
- g. "Organizer" shall mean Informa Exhibitions U.S. Construction & Real Estate, Inc., an entity within the Informa Group.
- h. "Venue" shall mean the physical location (or locations) for any portion of the Event, or the Digital Platform, as applicable.

### 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 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; (ii) 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) ("Rules") 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 New York, New York. 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 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 Service 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 New York and shall be governed exclusively by the substantive laws of New York 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 a court of competent jurisdiction in New York.

### 8. **INDEMNIFICATION:** Company shall defend, indemnify, and hold Informa, Informa Group, and each of 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 INFORMA 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 INFORMA BE LIABLE FOR DAMAGES IN EXCESS OF THE FEES DUE TO INFORMA 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.

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10. **NO ASSIGNMENT OR TRANSFER:** The Agreement may not be assigned to another entity without prior written consent from Informa.
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 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:**
- For purposes of this section 12:
    - "Data Protection Law" shall mean all laws related to data protection and privacy that are applicable to any territory where Informa or Company processes personal data, where the Event takes place, where any element of the Package is provided and/or where Informa or Company is established.
    - "Reportable Breach" shall mean any breach of security leading to the accidental, unauthorized or unlawful processing of, destruction of, loss of, corruption of, alteration to or access to personal data.
  - Each party acknowledges and agrees that it is responsible for its own processing of personal data in connection with this Agreement, including, without limitation, any processing of personal data pursuant to a Data List (as defined below) (and, where applicable, the parties agree that each party acts as a data controller for the purposes of the **General Data Protection Regulation** (Regulation (EU) 2016/679)). Each party shall: (i) only process personal data in compliance with, and shall not cause itself and/or the other party to be in breach of, Data Protection Law, and (ii) act reasonably in providing such information and assistance as the other party may reasonably request to enable the other party to comply with its obligations under Data Protection Law. If either party becomes aware of a Reportable Breach relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such Reportable Breach without undue delay, and (ii) act reasonably in co-operating with the other party in respect of any communications and/or notifications to be issued to any data subjects and/or supervisory authorities in respect of the Reportable Breach. If either party receives any communication from any supervisory authority relating to the processing of personal data in connection with this Contract, it shall: (i) provide the other party with reasonable details of such communication, and (ii) act reasonably in co-operating with the other party in respect of any response to the same. Informa collects, uses and protects personal data in accordance with its privacy policy, which can be found here <https://www.informa.com/privacy-policy/>.
  - Without prejudice to the generality of this Section 12, Company acknowledges and agrees that if it receives any list containing personal data from Informa, including but not limited to any attendee list (a "Data List"), it shall: (i) keep the Data List confidential and not disclose it to any third party, (ii) only use the Data List for the purpose of making an initial approach to contacts on the Data List in response to their engagement with Company products and/or services as stated in the booking form, (iii) securely delete or put beyond use all or any part of the Data List upon Informa's reasonable request or by such time as is required by Data Protection Law, whichever is earlier, and (iv) provide Informa with reasonable details of any enquiry, complaint, notice and/or other communication it receives from any supervisory authority relating to Informa's use of the Data List, and act reasonably in co-operating with Informa in respect of Company's response to the same. Company acknowledges and agrees that Informa shall only be obliged to provide Company with all or any part of a Data List to the extent that it is legally permitted to do so and Informa shall not be liable if the volume of personal data provided to Company is less than anticipated as a result of Informa's compliance with Data Protection Law.
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:**
- Company represents, warrants, and covenants that:
    - It has all necessary permissions, permits, licenses, and clearances to perform its obligations under this Agreement;
    - That it will comply with all applicable laws, statutes, regulations, and codes including, but not limited to, those relating to anti-bribery and anti-corruption;
    - 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
    - It shall obtain any required license or grant of authority required of Company under the copyright laws and, upon request from Informa, shall present Informa with a copy of such license or grant.
  - 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 unenforceable 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 Informa, so as to provide the maximum legally enforceable protection of Informa's 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, Arbitration, and Waiver of Class and Other Representative Actions; Governing Law and Venue; Indemnification; Representations, Warranties, and Covenants; and Severability.
17. **PAYMENT TERMS:** All fees due under this Agreement must be paid within 30 days of the invoice date or pursuant to the timeline and/or payment schedule set forth on the cover page(s) of this Agreement. Informa charges a 3% fee for any payments of \$5,000 or more

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paid via credit card after April 20, 2023; the fee will be added to the invoice at the time payment is processed. If fees are not paid when due, a late payment penalty 1.5% per month or the greatest amount allowed by applicable law (whichever is less) will be applied in addition to any unpaid balance. Informa may refer collection of any unpaid fees to an attorney or collections agency and Company shall pay all reasonable attorney's fees and third party collections costs Informa incurs in collecting such amounts. Any purchase orders or similar documentation issued by Company ("PO") containing preprinted terms shall not add to, amend, modify or supersede the terms of this Agreement in any way whatsoever, notwithstanding any provisions of a PO to the contrary.

### Specific Terms – Global Conference Exhibitors and Sponsors

#### The following terms apply to both Exhibitors and Sponsors:

1. **APPLICABILITY – SPECIFIC TERMS – GLOBAL CONFERENCE EXHIBITORS AND SPONSORS:** For the purpose of clarification, these Specific Terms – Global Conference Exhibitors and Sponsors terms shall apply to all of Company's purchases for sponsorship space or events, booth space or other physical on-site exhibition or engagement at the Event.
2. **ACCESS TO EVENT:** Each individual representative of Company is required to wear an Event badge for entry into the Event. 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. Informa 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.
3. **APPLICABILITY OF DISCOUNTS:** Companies that receive discounts for its Healthcare Information and Management Systems Society, Inc. (HIMSS) Corporate Membership or Organizational Affiliate status must be in good standing with such status, as applicable, at the time of signing of this Agreement, and must remain in good standing for 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 the Company will be invoiced for the balance of the regular rate applicable at the time of space reservation, which shall be immediately due and payable. To qualify as a Corporate Member, the exhibiting company must be a branch or division of the Corporate Member parent company in good standing and must maintain the same tax ID number as the parent company.
4. **CANCELLATION:** Company must notify Informa 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 August 31, 2023, Informa will retain 50% of the total fees due under this Agreement. If Company's notice of cancellation is received on or after September 1, 2023, Informa will retain 100% of the total fees due under this Agreement. Upon Company's cancellation of this Agreement, Informa reserves the right to withhold delivery of its obligations under Company's Event-related agreements, including, without limitation: (1) to eliminate all exhibitor priority points (2) to cancel Company's ordered advertisements; and/or (3) to cancel all other sponsorship opportunity agreements entered into by Company related to the Event; (4) to cancel Company's badge allocations (5) to cancel hotel sleeping room blocks (6) to cancel hospitality space in conference hotels.
5. **COMPLIANCE WITH EVENT RULES:** Company expressly agrees to comply with the Event Service Manual (including, but not limited to, the rules and regulations therein) and all directions from Event staff. Company is wholly liable for all damage caused, whether directly by Company or by Company's agents, to building floors, walls, or columns, standard booth equipment, or to other sponsors' property. Company may not mark, tack, make holes, 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 at all times. Company must remove all packaging containers and materials from the Event exhibition hall and/or other contracted space and these items 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 comply with all conditions, rules, and regulations imposed by the Venue and its management. The violation of any of the foregoing is grounds for dismissal from the Event exhibition hall and/or the Event with forfeiture of all associated monies. 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.
6. **COMPANY CONDUCT:** Company is expected to behave responsibly and to treat all attendees - and treat the community - with respect, kindness, and compassion. Informa reserves the right, without refund, to revoke the credentials of participants whose conduct is deemed inappropriate, disorderly, or offensive by Informa, Venue, or local or federal authorities. Company is permitted to conduct business at the Event only as set forth in this Agreement and the Sponsorship Benefits or Exhibit Benefits details. Only authorized representatives of Company are permitted to: (i) display or demonstrate any products, processes, or services, or to fulfill orders; (ii) to wear identification of Company's company or organization; or (iii) to distribute advertising or other materials within the applicable sponsorship or 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 company 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 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 Informa may be distributed at the registration desk, in the registration area, in the meeting rooms, in the exposition areas, in public areas, in hotels within the Informa housing block or in transportation areas under lease to Informa. No photography or videography is allowed by any photographer,

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Company personnel, or third-parties other than the designated Event photographer of Informa without prior written approval from Informa. Company may not enter the sponsorship space or exhibit space of other companies 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, or promotions and presentations that may be judged by Informa, in its sole and exclusive discretion, as not in good taste, lacking in dignity, or not in keeping with the purpose of Informa. 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. Informa reserves the right to restrict Company's use of sound and other devices that exceed 75 decibels or interfere 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 the Event exhibition hall and/or the Event entirely, with forfeiture of all associated monies.

7. **FORCE MAJEURE:** In the event that performance by Informa or any necessary third party is unavailable in whole or in part as a result of any cause or agency over which Informa 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 Informa decide that because of any such cause that it is necessary to cancel or 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), Informa shall be excused from any failure to perform under this Agreement. Notwithstanding the foregoing, if Informa cancels or postpones the Event (as defined in these Specific Terms - Global Conference Exhibitors and Sponsors) pursuant to this provision, Informa will permit Company to apply fifty percent (50%) of the total fees paid in connection with the Event to a subsequent Informa 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 Informa shall not be liable to indemnify or reimburse or to otherwise refund 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.
8. **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. Informa 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 includes all owned, non-owned, and hired vehicles with limits of \$1 Million per accident. Each of Company's policies listed herein must include Informa and its subsidiaries, affiliates, officers, directors, and employees as additional insureds under ISO form CG2026. Certificates 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 Informa documenting fulfillment of these requirements upon full execution of this Agreement.
9. **OFFICIAL HOUSING:** Companies are required to utilize the official Informa Event housing bureau, onPeak, for all housing accommodations associated with the Event. Informa 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.
10. **PUBLICITY:** Company acknowledges and agrees that Informa may publicly refer to Company as a "Sponsor" and/or "Exhibitor" of Informa 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 Agreement).
11. **PAYMENT TERMS:** In addition to the payment terms set forth in the General Terms and Conditions of the Agreement, Informa 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, Informa reserves the right to withhold delivery of its obligations under this Agreement, including, without limitation, to refuse Company's exhibit freight and/or sponsorship freight, withdraw Company's Event badge allotment, or withhold contracted space and/or exhibit space materials and/or sponsorship benefits 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 Informa for or in connection with the Event.

**The following terms apply only to Exhibitors:**

1. **SPACE REDUCTIONS:** Informa may, in its sole discretion, grant Company requests to reduce or adjust the size of contracted space; Informa is not required to make any such adjustments at any time. In the event Informa grants Company's request to reduce contracted space size, Informa may also relocate Company's contracted space. Additionally, Informa 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 Informa grants a request to reduce contracted space size, Company will be obligated to pay 50% of total fees for released space when Informa receives such request on or before August 31, 2023; or 100% of total fees for released space when Informa receives such request on or after September 1, 2023.
2. **SPECIAL PARTICIPATION RULES:** Where applicable for Specialty Booths of the Event, Company must adhere to all posted participation requirements outlined in the Informa 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

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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 Informa, to promptly correct violations or to comply with directives from Informa or other designees of Informa (such as, but not limited to, technical management and Event staff), will result in Informa excluding Company from further participation in the testing and/or demonstration process, including demonstration at future Informa.

3. **SUBLETTING AND TRANSFERS:** Company may not assign, sublet, or share its contracted space with another business or firm without prior written approval from Informa, which may be granted in Informa's sole discretion. In the event that Informa 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").
4. **COMPANY ELIGIBILITY:** The Event exhibition is intended to demonstrate products and services for healthcare information and/or technology professionals. Informa, in its sole and exclusive discretion, shall determine Company's eligibility to participate in the Event, and the suitability of Company's products and services for the objectives of the Event (e.g. skincare products and cosmetic dermal fillers are not permitted). Informa may refuse rental of exhibit space to Company, or remove Company from the Event exhibition hall, if, in the sole and exclusive discretion of Informa, Company's display of goods or services is not compatible with the character and objectives of the Event exhibition. In the event Informa 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.