



HIMSS20 Interoperability Showcase Agreement
 March 9-13, 2020
 Orange County Convention Center – Orlando, FL

Please return signed copy with payment to HIMSS and retain a copy for your records. **Please make checks payable to HIMSS, 6923 Eagle Way, Chicago, IL 60678-1692. HIMSS Federal Tax ID# is 36-3906745.** 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.

Please list the company name and address as it should appear in HIMSS materials. The listed business contact will receive all communications related to exhibit space. Please notify HIMSS should any of this information change.

Primary Contact Person (logistics)		
Title		
Company		
Address		
City		
State	Zip Code	Country
Phone	Fax	
Email Address	Web Address	

Accounts Payable Contact Person	
Title	
Phone	Fax
Email Address	

Source:

DEPOSIT AND PAYMENT REQUIREMENTS:

- For contracts signed on or before September 5, 2019, a deposit of 50% total participation fee is required with signed contract, with 100% of total participation fee due on September 6, 2019.
- For contracts signed on or after September 6, 2019, 100% of total participation fee is required with signed contract.

HIMSS20 Interoperability Showcase Participant Type

Check all that apply	Discounted	Non-Discounted
<input type="checkbox"/> Premier Sponsor	\$54,000	\$60,000
<input type="checkbox"/> Connected Demonstration	\$10,350	\$11,500
<input type="checkbox"/> Connected + Marketplace	\$15,300	\$17,000
<input type="checkbox"/> Marketplace Only	\$6,700	\$7,500
<input type="checkbox"/> Additional technology (fee per instance)	\$4,950	\$5,500

Applicable HIMSS20 Interoperability Showcase™ Discount

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

- HIMSS Corporate member
- HIMSS Non-profit member
- IHE Global Connectathon Participant within previous 12 months

Total _____

AUTHORIZING SIGNATURES

The undersigned, Exhibitor's authorized signatory, hereby apply for exhibit space at the HIMSS20 Global Conference and Exhibition on the dates shown above. We understand that booth space will be assigned on the basis of application receipt date and the exhibitor priority point system. If our preferred space is not available, we will accept HIMSS' assignment of booth space close to our choice as possible. 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 Exhibitor and HIMSS, the terms of this agreement are binding.

Authorized Signatory for Exhibitor

Print Name & Title _____

Signature _____

Date _____

Authorized Signature for HIMSS – HIMSS Office Use Only

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

Wire/ACH Transfer:

Bank Name: JP Morgan Chase Bank
 Address: 10 S. Dearborn, Chicago, IL 60603
 Swift Code: CHASUS33
 ABA #: 021000021 – (WIRES) & 071000013 – (ACH)
 Account Number: 5300097217
 Account Name: Healthcare Information Management Systems Society
 Fed. Tax ID: 36-3906745

Sign up early for the HIMSS Interoperability Showcase and receive additional benefits.

Early Bird Deadline - June 14, 2019

Benefits

- Early access and influence to the HIMSS20 demonstration topics.
 - Submit a topic for consideration to be demonstrated by participating organizations.
 - Have the first opportunity to select a demonstration topic before they are posted publicly.
 - Roles in demonstrated Health Journeys are on a first-come, first-serve basis.
- Earn 15 additional exhibitor Priority Points.
- Premier Sponsor Benefit.
 - Priority Selection of Showcase Theater session time (For premier level participants).

GL Code (HIMSS use only): **401300-1038**

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Benefits of Sponsorship

Premier Level Participation- Limited Availability

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

- Demonstrate up to 6 kinds of technologies (e.g. platforms, systems, APIs, etc.).
 - If organization chooses to place all technologies in one demonstration, they must have two other technologies join them from other companies. Must be contracted before August 30, 2019.
 - Premier levels are invited to include partners at the cost of an additional technology.*
- Present to HIMSS conference attendees in a (1) hour education session on the interoperability topic of your choice in the HIMSS Interoperability Showcase Theater. Session will be promoted in the onsite program with prominent organization branding.**
- Invitation to present on a virtual webinar to promote your success story and thought leadership with at least one partner, post HIMSS20 Global Conference and Exhibition, for the HIMSS Interoperability & HIE Community.(Aprox.15,000 members)
- Co-sponsorship of Interoperability Showcase networking events hosted within exhibit space.
- Host a customer VIP Interoperability Showcase Tour to demonstrate your value to impactful stakeholders.
- List of scanned attendees with contact information to the HIMSS20 Interoperability Showcase (Attendees who opt-in only).
- Choice of Marketplace Kiosk or Meeting Room within the demonstration floorplan (select one option)
 - Marketplace Kiosk:
 - Countertop with lockable storage
 - 24" monitor (participating company will need to bring a laptop to hook into the monitor)
 - (2) Bar Stools
 - Electrical (15amps)
 - Shared Internet connection (hard wire internet line)
 - Graphic panel
 - Meeting Room:
 - Closed door meeting room
 - Electrical (15amps)
 - Shared Internet connection (hard wire internet line)
 - A table with (4) chairs
- On-site video interview, with raw footage provided.
- 14 exhibitor/client badges (you determine the mix)
- 6 full conference badges

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

** If contract signed and returned to HIMSS no later than December 1, 2019.

Connected Level Participation

- (1) Participation in a connected demonstration showcasing your technology.
 - Presented within a shared area with custom graphics - only bring your equipment.
 - On-site amenities include: a shared monitor, internet, electric, carpet, chair, and laptop stand
- Scheduled tours with a variety of stakeholders.
- Distribution of (1) success story or white paper from your station within your demonstration.
- Invitation to author an interoperability-themed blog post for the HIMSS Blog and featured in appropriate HIMSS communications.
- Inclusion in on-site attendee print and electronic materials.*
- Log of attendee visitors to the HIMSS20 Interoperability Showcase – list includes: name, title, organization, professional title, worksite, city and state (not guaranteed that every visitor will be captured).
- Access to press release templates.
- Recognition on HIMSS websites and media channels.
- (4) exhibitor/client badges (you determine the mix)
- (1) full conference badge

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Connected/Premier Sponsorship Additional Technology Participation

Demonstrate in multiple topics or with different technology solutions.

- (2) exhibitor/client badges (you determine the mix)

Marketplace Level Only Participation

A variety of interoperable solution kiosks.

- Marketplace Kiosk include:
 - Countertop with lockable storage
 - 24" monitor (participating company will need to bring a laptop to hook into the monitor)
 - (2) Bar Stools
 - Electrical (15amps) with (4) outlets
 - Shared Internet connection (hard wire internet line)
 - Graphic panel
- (2) exhibitor/client badges (you determine the mix)
- Inclusion in on-site attendee print and electronic materials*

Minimum Requirements to participate within the Interoperability Showcase:

- All participants must use an interoperability standard to exchange information (such as a HL7 Profile, IHE Profile**, DICOM, IEEE, Continua, etc.).
- All **Connected** and **Premier** level participants must attend a (2) day face-to-face in Cleveland, OH in January 2020 to ensure that demonstrations are sound and to identify any concerns (Travel, Hotel and Registration required).
- All **Connected** and **Premier** Participants are required to participate in weekly planning calls.
- Attendance at set-up for (2) days prior to HIMSS20, March 2020 [include the dates for set-up here], conference (9am-5pm ET) and during all exhibit hours.

* If contract signed and returned to HIMSS no later than December 1, 2019

** If you are demonstrating an IHE profile you must register, attend and successfully pass the [IHE Connectathon \(https://www.iheusa.org/ihe-connectathon-overview\)](https://www.iheusa.org/ihe-connectathon-overview) (separate fee required).

TERMS AND CONDITIONS

DEFINITIONS:

"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.

"Exhibitor" shall mean the organization that signs the T&C's as part of this agreement.

"Event" shall mean the HIMSS20 Global Conference and Exhibition.

"Venue" shall mean Orange County Convention Center.

"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.

A "Regular Booth" is defined as a booth that is **not** a Specialty Booth.

The "Event Service Manual" is located on the HIMSS conference website at <https://www.himssconference.org/exhibition/service-manual/2020>, the content of which is fully incorporated by reference herein.

The "Agreement" consists of the terms and conditions herein and the cover page (which includes the monies due hereunder), and any additional content expressly incorporated herein by reference (namely, the Event Service Manual).

CANCELLATIONS: Exhibitor must notify HIMSS of its intent to cancel this Agreement in writing through an authorized company representative. Cancellations received on or before September 5, 2019, will be charged a fee equal to 50% of the total cost of the fees due under this Agreement for the Regular Booth or Specialty Booth as applicable. Cancellations received on or after September 6, 2019 will be charged a fee equal to 100% of the total fees due under this Agreement for the Regular Booth or Specialty Booth, as applicable. In the event Exhibitor cancels this Agreement, HIMSS reserves the right to withhold delivery of its obligations under Exhibitor's other Event-related agreements, including, without limitation: 1) to cancel Exhibitor's ordered advertisements 2) to cancel Exhibitor's reserved hospitality space; 3) to cancel Exhibitor's reserved hotel sleeping room blocks in conference hotels; 4) to cancel all other sponsorship opportunity agreements entered into by Exhibitor related to the Event. Cancellation of contracted space may also result in immediate forfeiture of all of Exhibitor's associated exhibitor points and Event badge allotment.

SPACE REDUCTIONS: HIMSS may, but is not required to, grant Exhibitor requests to reduce size of contracted space in its sole discretion. In the event HIMSS grants Exhibitor's request to reduce contracted space size, HIMSS may relocate Exhibitor's contracted space, in the sole and exclusive discretion of HIMSS. HIMSS will also adjust downward the following: 1) Exhibitor's exhibitor points, 2) Exhibitor's hotel sleeping room blocks, and 3) Exhibitor's Event badge allotment, where applicable. In the event HIMSS grants a request to reduce contracted space size, Exhibitor will be obligated to pay 50% of total fees for released space when HIMSS receives such request on or before September 5, 2019; or 100% of total fees for released space when HIMSS receives such request on or after September 6, 2019.

SUBLETTING AND TRANSFERS: Exhibitor 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 Exhibitor's request to transfer its contracted space, in whole or in part, to another company, Exhibitor shall be subject to the space reduction (see "Space Reductions" above) and/or cancellation policies (see "Cancellations" above).

FINANCIAL TERMS AND CONDITIONS: Exhibitor agrees to pay all deposits and fees for the invoice for the Regular Booth or Specialty Booth, as applicable. Such deposits and fees are pursuant to the posted pricing schedule, located in the Event Service Manual. HIMSS reserves the right, in its sole and exclusive discretion, to release and reassign exhibit space opportunities, including contracted space and/or exhibit space, where Exhibitor fails to remit all deposits and fees pursuant to the posted pricing schedule, located in the Event Service Manual. Exhibitors 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 Exhibitor to maintain such Corporate Membership or Organizational Affiliate status in good standing will result in the following: Exhibitor will immediately forfeit the discount for such Corporate Membership or Organizational Affiliate Status and HIMSS will invoice Exhibitor for the balance of the regular rate applicable at the time of space reservation, which shall be immediately due and payable. HIMSS reserves the right to withhold delivery of its obligations under this Agreement, including, without limitation, to refuse Exhibitor's exhibit freight, withdraw Exhibitor's Event badge allotment, withhold contracted space and/or exhibit space materials until Exhibitor remits payment in full, all outstanding amounts due under this Agreement and all other exhibit space agreements that Exhibitor may enter into with HIMSS in connection with this Event. Exhibitor's failure to remit payment in full for fees prior to the start of the Event will result in Exhibitor's forfeiture of all deposits and fees previously paid to HIMSS for the Event.

ELIGIBILITY: The Event exhibition is intended to demonstrate products and services for healthcare information and/or technology professionals. HIMSS shall determine Exhibitor's eligibility to participate in the exhibition, in the sole and exclusive discretion of HIMSS. HIMSS may refuse rental of exhibit space to Exhibitor, or remove Exhibitor from the Event exhibition hall, if, in the sole and exclusive discretion of HIMSS, Exhibitor's display of goods or services is not compatible with the character and objectives of the Event exhibition. In the event HIMSS initially deems Exhibitor to be eligible to participate in the Event, but later determines that it is not eligible, then Exhibitor's prepaid space rental fees and deposits will be forfeited, in accordance with the "Cancellations" provision above.

EVENT RULES: Exhibitor must contract exhibit space/meeting space with HIMSS in order to host functions in conjunction with the Event outside of posted conference hours. Exhibitor must comply with all conditions, rules and regulations imposed by the Venue and its management. Exhibitor must comply with all rules as set forth in the HIMSS Event Service Manual. Marketing material matter of any description may be used or distributed only within the space assigned to the Exhibitor 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

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approval from HIMSS. The violation of any of these rules is grounds for downward adjustment or loss of Exhibitor's exhibitor points, and/or dismissal from Event exhibition hall and/or the Event with forfeiture of all associated monies.

EXHIBITOR RULES: Exhibitor 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. Exhibitor is permitted to conduct business only within the confines of its contracted exhibit space at Event. Exhibitor 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. Only authorized representatives of Exhibitor are permitted to: (i) display or demonstrate any products, processes, or services, to fulfill orders, (ii) to wear identification of Exhibitor's company or organization, or (iii) to distribute advertising or other materials within the confines of the Exhibitor's exhibit space. Exhibitor must show goods or services manufactured or dealt in by Exhibitor in the regular course of business. Should an article of a non-exhibiting firm be required for operation or demonstration in an Exhibitor'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. Exhibitor 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 Exhibitors' use of sound and other devices which exceed 75 decibels and interferes with the best interests of the exhibition as a whole. Exhibitor may not enter the exhibit space of other exhibitors without invitation; nor may Exhibitor 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. Exhibitor is wholly liable for all damage caused whether directly by Exhibitor, or by Exhibitor's agents, to building floors, walls, or columns, or to standard booth equipment, or to other Exhibitor's property. Exhibitor 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. Exhibitor 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. Exhibitor 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. Exhibitor must maintain all aisles, corridors, exit areas, and stairways in and around Exhibitor'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. Exhibitor acknowledges and agrees that Exhibitor is charged with knowledge of all 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 Exhibitor. The violation of any of the foregoing is grounds for downward adjustment or loss of 1) Exhibitor's exhibitor points, 2) Exhibitor's hotel sleeping room blocks, 3) Exhibitor's Event badge allotment, where applicable, and/or dismissal from Event exhibition hall and/or the Event with forfeiture of all associated monies.

SPECIAL PARTICIPATION RULES: Where applicable for Specialty Booths of the Event, Exhibitor must adhere to all posted participation requirements outlined in the HIMSS Event Service Manual. For testing and exhibition demonstrations, Exhibitor 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 testing and exhibition demonstration. Exhibitor'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 Exhibitor from further participation in the testing and/or demonstration process, including demonstration at future HIMSS events.

ACCESS TO EVENT; OFFICIAL HOUSING: Each individual representative of Exhibitor is required to wear an Event badge for entry into the Event. Only Exhibitors will be permitted to enter the Event exhibition hall outside of posted hours pursuant to the rules stated in the Event Service Manual. Exhibitor's allocated Event badges are not transferable. Event staff will confiscate Exhibitor's Event badges that are worn by another individual other than the person to whom the Event badge is issued. Exhibitors are required to utilize the official HIMSS Event housing bureau, onPeak, 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 Exhibitor's exhibit freight, withdraw Exhibitor's Event badge allotment, and withhold contracted space and/or exhibit space materials if Exhibitor violates this rule.

INDEMNIFICATION: Exhibitor shall defend, indemnify, protect, save, and hold HIMSS and its officers, directors, employees and agents and the Venue, and all agents and employees thereof (hereinafter collectively called "Indemnitees") forever harmless from any damages, liabilities, claims, demands, or actions arising out of the actions or inactions of Exhibitor, its servants, employees, contractors, or agents. This indemnification shall extend to claims for actual or alleged (a) injury to any person, (b) damage to any property, (c) economic loss, (d) business and/or production loss, (e) product or service deficiencies or damage, or (f) other violation of any statute, law, ordinance, or regulation, including but not limited to claims, as well as claims arising from the alleged action, inaction, or negligence of Exhibitor. Exhibitor shall at all times defend, protect, indemnify, save, and hold harmless the Indemnitees against and from any and all losses, costs, damages, liability, or expenses (including attorney's fees) arising from or out of or by reason of any accident or bodily injury or other occurrences to any property, person or persons, including Exhibitor, its agents, employees, and business invitees which arise from or out of or by reason of said Exhibitor's occupancy and use of the facilities, or any part thereof.

EXHIBITOR INSURANCE: All property of the Exhibitor 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 Exhibitor's property and will not be responsible for damage to, loss, or theft of property belonging to any Exhibitor, its agents, employees, business invitees, visitors or guests. Exhibitor shall carry Comprehensive General Liability coverage, including premises, operations, and contractual liability coverage of at least \$1M for Personal Injury Liability and \$1M for Property Damage Liability and statutory Worker's Compensation insurance in full compliance with all federal and state laws and covering all of Exhibitor's employees with coverage of at least \$100,000 per injury. Exhibitor must provide a Certificate of Insurance to HIMSS. Exhibitor shall carry Comprehensive General Liability coverage, including bodily injury and property damage, fire legal liability, personal and advertising liability, products and completed operations, and contractual liability coverage of at least \$1,000,000 per occurrence/\$2,000,000 General Aggregate. Exhibitor's policy 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. Statutory Workers Compensation in full compliance with all federal and state

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laws covering all of the Exhibitor'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. Automobile liability should include all owned, non-owned, and hired vehicles with limits of \$1,000,000 per accident.

FORCE MAJEURE: In the event that the performance by HIMSS or the Venue or any part of the exhibit area thereof is unavailable whether for the entire event, or a portion of the event, as a result of fire, flood, tempest, inclement weather, or other such cause or as a result of governmental intervention, malicious damage, acts of God, war, strike, lock-out, labor dispute, riot, terrorist acts, curtailment of transportation, or other cause or agency over which HIMSS has no control, or should HIMSS decide that because of any such cause that it is necessary to cancel, postpone or re-site the event, or reduce the move-in and installation time, exhibition time, or move-out time, HIMSS shall not be liable to refund, indemnify, or reimburse the Exhibitor in respect of any fees paid, damage or loss, direct or indirect, arising as a result thereof.

INTELLECTUAL PROPERTY: Exhibitor represents and warrants that it shall not violate any copyright, trademark, or other similar intellectual property and industrial property laws and regulations. Exhibitor represents, warrants, and covenants that Exhibitor shall obtain any licenses, written grants of authority, and/or written permissions, in accordance with all such applicable intellectual property and industrial property laws and regulations.

GDPR AND OTHER DATA PROTECTION LAWS

Exhibitor hereby represents and warrants that it shall comply with any and all applicable data protection laws including, but not limited to, the European Union General Data Protection Regulation ("EU GDPR") requirements.

COMPLAINTS: Complaints of any violation of these terms and conditions are to be made promptly to HIMSS and its representatives. Exhibitor and its representatives agree to abide by the decisions of HIMSS.

ACCEPTABLE CONDUCT: Exhibitor is expected to behave responsibly and to treat each other - and treat the community - with respect, kindness, and compassion. HIMSS reserves the right, without refund, to revoke the credentials of participants whose conduct is deemed inappropriate, disorderly, or offensive by HIMSS, Venue, or local or federal authorities.

AMENDMENTS: Any and all matters not specifically covered herein and in the Event Service Manual are subject to the decision of HIMSS, in its sole and exclusive discretion. HIMSS shall have the full and exclusive power to interpret, amend, and enforce this Agreement. Exhibitor, for itself and its employees, agrees to abide by the terms and conditions as set forth herein and by any amendments or additions thereto in conformance with the preceding sentence. Violation of these terms and conditions is grounds for dismissal from the Event and forfeiture of all associated monies.

GOVERNING LAW AND VENUE: This Agreement is made in the State of Illinois and shall be governed exclusively by the substantive laws of such state without giving effect to any conflict-of-laws rules requiring the application of the substantive law of any other jurisdiction. The parties knowingly and voluntarily intend and agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement shall be the federal court for the Northern District of Illinois or any state court in the State of Illinois, Cook County. The parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing courts and submit themselves to the jurisdiction thereof. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the aforementioned courts shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

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.

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

RELATIONSHIP BETWEEN PARTIES: This Agreement does not represent a joint venture between HIMSS and the Exhibitor; each shall retain the status of independent contractor and shall not have the authority to bind or represent the other.

CONFLICT OR INCONSISTENCY OF TERMS: Notwithstanding anything to the contrary herein, in the event of a conflict or inconsistency between the Event Service Manual and this Agreement, the Event Service Manual shall control. 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.

SEVERABILITY: If any portion, section, or provision of this Agreement as applied to either party or to any circumstances shall be adjudged by a court of competent jurisdiction 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, Exhibitor agrees that such a restriction or restriction may be modified and narrowed, either by a court 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.

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.

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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): Indemnification and Intellectual Property.*

ENTIRE AGREEMENT: *This Agreement, together with the Event Service Manual, 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.*

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