

EXHIBITOR/SPONSOR AGREEMENT

If the application to become an Exhibitor/Sponsor is accepted by eClinicalWorks, LLC (“eClinicalWorks”), these terms (the “Agreement”) will govern Exhibitor/Sponsor’s participation in each applicable Event. By registering for any Event, Exhibitor/Sponsor (the entity executing this agreement) agrees to these terms, which form a legally binding contract between eClinicalWorks and Exhibitor/Sponsor. Further, through registering the Exhibitor/Sponsor, you represent that you have authority to bind Exhibit/Sponsor and that Exhibitor/Sponsor agrees to be bound by, and to ensure that its principals, officers, directors, employees, agents, successors and permitted assigns will abide by the Agreement.

To ensure a successful exhibiting experience, please read this Agreement carefully. eClinicalWorks has the right to amend this Agreement at any time, but no change shall bind Exhibitor/Sponsor until Exhibitor/Sponsor has agreed to the amendment.

As used here, “Sponsor” and “Exhibit” have the following meanings:

- A “Sponsor” is providing a sponsorship for an Event. A Sponsor may also refer to a Virtual Sponsor (not present). In addition, a Sponsor may also be an Exhibitor.
- An “Exhibitor” is a Sponsor who exhibits at an Event. An exhibit may refer to a booth or table in an Exhibit Hall or other area designated as an exhibitor location.

A. Eligibility to Exhibit / Sponsorship Approval

1. Subject to eClinicalWorks Approval. All applications to become an Exhibitor/Sponsor are subject to an application review, and are accepted or declined at the sole discretion of eClinicalWorks.
2. Agreement to Follow Guidelines. Exhibitor/Sponsor agrees to subscribe to attendee guidelines and any other requirements, restrictions, and any other directives issued by eClinicalWorks to facilitate the operation of an Event.
3. Application Deadline. The application deadline is 30 days prior to the start of an Event.
4. Annual Prospectus. Please review the Annual Prospectus for full details on packages and sponsorship levels. Application for sponsorship must be completed on the sponsor website <https://sponsors.eclinicalworks.com/registration.php>, and the Exhibitor/Sponsor Agreement must be signed by both eClinicalWorks and Exhibitor/Sponsor.

B. Exhibitor/Sponsor Cancellation Policy

1. Cancellation and Refunds. An Exhibitor/Sponsor may cancel its participation in an Event at any time, and if so, eClinicalWorks must be notified by one of the following methods:

by mail: eClinicalWorks, 2 Technology Drive, Westborough, MA 01581 Attn:
Jennifer Alves / National Conferences Team or

by e-mail: ecwexhibits@eclinicalworks.com.

If Exhibitor/Sponsor cancels its participation in an Event, the following refund schedule will apply:

- Cancellation 30 days prior to an Event: 50% refund of fee
 - Cancellation 10 days prior to an Event: 25% refund of fee
 - Cancellation after 10 days prior to an Event: no refund will be given
2. Event Date Change. Event dates are subject to change. eClinicalWorks reserves the right to cancel, reschedule, or relocate an Event. If an Event is rescheduled, and conflicts with Exhibitor/Sponsor schedule, eClinicalWorks will offer a full refund within 60 business days. Exhibitor/Sponsor will not charge or attempt to charge eClinicalWorks any fees should an Event be canceled, rescheduled, or relocated.

C. Payment Terms

1. Payment. Unless previously approved in writing by eClinicalWorks, Exhibitor/Sponsor's payment is due, in full, within 30 business days of registration. If such payments are not received within this time, Exhibitor/Sponsor's registration is subject to cancellation.
2. Booth Selection. Exhibitor/Sponsor will not be able to select a booth location (if applicable) until payment is received in full. Exhibitor/Sponsor acknowledges that Exhibit Hall space is limited.
3. Additional Sponsorship. Additional sponsorship opportunities that are outlined in the Annual Prospectus are subject to their own payment terms, and eClinicalWorks will provide written deadlines for such opportunities.
4. Additional Expenses. The Exhibitor/Sponsor agrees that any charges incurred by the Exhibitor/Sponsor, including by those acting on its behalf, with the hotel or for services, purchases, or rentals are the responsibility of the Exhibitor/Sponsor.

D. Exhibitor/Sponsor Requirements; Prohibited Conduct

1. Attendance at Event. Exhibitor/Sponsor is permitted to attend an Event's General Session/Keynote only. Exhibitor/Sponsor is not permitted to attend any individual breakout session (unless presenting) or invitation-only sessions at an Event, without prior written approval from eClinicalWorks.
2. Non-Sanctioned Functions. Functions hosted by Exhibitor/Sponsor and directed at attendees of an Event are not permitted without prior, express written approval from eClinicalWorks.

3. No Subleasing. Exhibitor/Sponsor may not sublease its space. A sublease includes, but is not limited to, renting, sharing, donating, or in any way allowing another company or person to display or advertise in an exhibitor's space.
4. Signing Restriction. The distribution of marketing collateral and signage is restricted to Exhibitor/Sponsor's exhibition space (if any). Obstruction of aisles or impeding traffic flow is prohibited. Any activity that results in a traffic flow impediment or creates a hazardous condition will not be tolerated. Failure to comply may result in removal from an Event.
5. Marketing Deadlines. All marketing material, artwork, and sponsor ads in the eClinicalWorks program guide must be submitted on the sponsor website by the deadlines provided for each Event (which are subject to change), and approval must be granted by eClinicalWorks. In-booth prizes and giveaways must also receive prior approval. Guidelines for submission of presentations, ads, and conference bag inserts are outlined on the sponsor website: <https://sponsors.eclinicalworks.com/> under "My Documents."
6. Protection of Customer Information. Exhibitor/Sponsor will not rent, sell, or distribute any eClinicalWorks Customer ("Customer") or Employee ("Employee") information gained through lead retrieval at an Event. Further, as a policy, eClinicalWorks prohibits the distribution of client information to anyone, including vendors, sponsors, or other external parties.
7. Food and Beverage. The entity physically hosting an Event (the "Facility") requires that all food and beverage distributed by attendees, exhibitors, or sponsors to be purchased from the hotel/venue directly, unless prior written approval is provided by eClinicalWorks and/or the Facility. The hotel/venue reserves the right to confiscate any items considered a violation of this policy without compensation and may eject the offender from the premises. eClinicalWorks will not be liable for any damages to anyone who violates any hotel policy. All food and beverage, including service equipment, must be contained within Exhibitor's contracted exhibit space. No additional space will be allocated to accommodate the service of food and beverage.
8. Games and Contests. eClinicalWorks, at its sole discretion, may create games or contests to help drive traffic to Exhibitor/Sponsor booths. Games may require input from Exhibitor/Sponsor, such as providing a scan, stamp, initial, or signature as proof that attendee did visit the booth. Exhibitor/Sponsor agrees that they will not require attendee to scan their badge or give contact information in order for the attendee to participate in the game or Event.
9. Insurance. The Exhibitor/Sponsor understands and agrees that neither eClinicalWorks nor the Facility maintains insurance covering the Exhibitor's/Sponsor's liability or property. The Exhibitor/Sponsor is required to carry worker's compensation, commercial general liability (including products and completed operations), independent contractors, personal injury, and blanket contractual liability insurance at limits of at least \$1,000,000 (USD) per claim and \$1,000,000 (USD) aggregate. These coverages must be evidenced by a Certificate of Insurance. Such Certificate of Insurance must be provided to eClinicalWorks no less than 21 days before the

proposed exhibit date. **Failure to provide an adequate Certificate of Insurance by the deadline will be treated as though Exhibitor/Sponsor cancelled its participation.** The Certificate of Insurance must be sent to eClinicalWorks via email to ecwexhibits@eclinicalworks.com.

10. Exhibitor/Sponsor Expenses. eClinicalWorks is not responsible for charges incurred for materials, handling, shipments, or any additional services ordered by the Exhibitor. Please review the Hargrove (Trade Show Management Company) Exhibitor Kit for full details, and this kit will be available at: <http://www.hargroveinc.com>. Exhibitor/Sponsor may contact Hargrove via e-mail (exhibitorservices@hargroveinc.com) or telephone (301-306-4627).
11. Program Guide and Signage. eClinicalWorks will include a page of Exhibitor/Sponsor logos in, as applicable, an Event program guide, on Event Mobile App, on limited Event signage, and eClinicalWorks may prepare other materials identifying exhibitors/sponsors of the Event. eClinicalWorks will use best efforts to ensure the utmost print quality of vendor supplied material for the program guide and signage, but such material is dependent, in part on Exhibitor/Sponsor's providing material according to eClinicalWorks' specifications. There will be no proof-approval of Exhibitor/Sponsor items printed by eClinicalWorks. Marketing materials and signage may not be placed anywhere in the hotel/Convention Center except for within the assigned booth space.
12. MiFi and WiFi Service. MiFi devices and WiFi routers. As a courtesy to attendees and other Exhibitors/Sponsors, eClinicalWorks prohibits the use of personal MiFi devices and WiFi routers. Personal MiFi devices and wireless routers (rogue access points) significantly and negatively impact the eClinicalWorks Event WiFi environment. They can cause Event WiFi environment to deteriorate, and in some cases, make the provided networks unusable by all. By refraining from using personal WiFi routers, everyone makes an important contribution to the WiFi network, so that it can serve all attendees, employees, and vendors. If Exhibitor/Sponsor has a situation that it believes requires a personal access point, please contact a member of the eClinicalWorks Event Team at ecwexhibits@eclinicalworks.com to assist; exceptions to this prohibition require the prior written approval of eClinicalWorks.

E. Limitation of Liability

1. No Assumed Liability. eClinicalWorks assumes no liability for any loss, damage, or injury to any property of the Exhibitor/Sponsor or to any of its officers, agents, employees, or contractors, whether attributable to accident, fire, water, theft, or any other cause whatsoever.
2. No warranty. ECLINICALWORKS GIVES NO WARRANTIES AS TO ANY ASPECT OF AN EVENT OR ANY MATERIALS RELATED THERETO OR OFFERED AT AN EVENT AND, TO THE FULLEST EXTENT POSSIBLE UNDER THE LAWS GOVERNING THIS AGREEMENT, DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND MERCHANTABILITY. AN EVENT IS PROVIDED ON AN "AS-IS" BASIS. NEITHER ECLINICALWORKS NOR ITS AFFILIATES ACCEPT ANY RESPONSIBILITY OR

LIABILITY FOR RELIANCE BY EXHIBITOR/SPONSOR OR ANY PERSON ON ANY ASPECT OF AN EVENT OR ANY INFORMATION PROVIDED AT AN EVENT.

3. **No Event Mobile App Warranty.** When made available for an Event (and no guarantee is made that an Event Mobile App will be present at each Event), THE EVENT MOBILE APP IS PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE. This limitation applies to the data used with the Event Mobile App and the risk of loss of that data. The entire risk as to the results and performance of the conference mobile app is assumed by Exhibitor/Sponsor. eClinicalWorks shall have no liability to Exhibitor/Sponsor or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever, including, but not limited to, loss of revenue or profit, lost or damaged data or other commercial or economic loss, even if we have been advised of the possibility of such damages, or they are foreseeable. In no event shall any damages against eClinicalWorks related to the Mobile App or lead generation exceed \$1000, which is the estimated cost of providing the lead generation service.
4. **Limitation of Liability.** Except as required by law, neither eClinicalWorks nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages, or losses arising directly or indirectly from an Event or any other aspect related thereto or in connection with this Agreement. The maximum aggregate liability of eClinicalWorks for any claim in any way connected with, or arising from, an Event or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the greater of the amount paid by Exhibitor/Sponsor to eClinicalWorks under this agreement to be an exhibitor/sponsor for an event or the minimum amount that such damages may be limited by law.

F. Indemnification

1. **Indemnification.** Exhibitor/Sponsor agrees to indemnify, defend, and hold harmless eClinicalWorks, its affiliates, the Facility, and their respective employees, directors, officers, and agents, from any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees) (collectively, “Losses”) due to, arising from, or in connection with any third party claim, suit, judgment or proceeding (a “Claim”) alleging (i) any breach by Exhibitor/Sponsor of this Agreement; (ii) any wrongful conduct committed by Exhibitor/Sponsor pursuant to or in performance of this Agreement; or (iii) that any Exhibitor/Sponsor content or practice violates the intellectual property or proprietary rights of a third party, are defamatory or obscene, or violate any law or other judicial or administrative regulation.
2. **Facility.** Exhibitor/Sponsor is liable for any damage caused to Facility floors, walls, or columns, or to standard booth equipment, or to the property of other exhibitors/sponsors. Exhibitor/Sponsor may not mar, tack, make holes, apply paint, lacquer, adhesives, or other coating to floors, columns, or standard booth equipment. Exhibitor/Sponsor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury or damages to displays, equipment, and other property

brought into the Facility, and shall indemnify, defend, and hold harmless the Facility, its owners, affiliated companies, agents, servants and employees.

G. Miscellaneous

1. Entire Agreement. This Agreement, which includes all attached exhibits and prospectuses referenced herein, constitutes the entire agreement between Exhibitor/Sponsor and eClinicalWorks with respect to the subject matter hereof, and supersedes all proposals, oral or written, and all other communications between the parties with respect to such subject matter.
2. Headings. The headings of sections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement in any way.
3. Choice of Law and Venue. This Agreement shall be controlled and governed by the laws of the Commonwealth of Massachusetts. Any and all disputes arising under this Agreement shall be determined exclusively in the state and federal courts of the Commonwealth of Massachusetts.

Upcoming Schedule

The list of 2018 events appears below. In order to stay at an Event site, please reserve a room before space runs out.

Innovation Summit: For Enterprise and Urgent Care Customers	4/9/2018 – 4/11/2018 (Monday to Wednesday)	Ft. Lauderdale Marriott Harbor Beach Resort and Spa – 3030 Holiday Drive – Ft. Lauderdale, FL 33316	Annual Event – 20 SPONSOR SLOTS AVAILABLE https://specialevents.eclinicalworks.com/event/innovation/home Sponsors will be able to secure discounted rooms for the event using this link: https://aws.passkey.com/event/49294270/owner/4894/home - We have secured discounted room rates of \$294.00 per night at the Marriott Harbor Beach Resort and Spa. This rate is inclusive of the mandatory \$30 mandatory daily resort fee.
Health Center Summit	5/9/2018 – 5/11/2018 (Wednesday to Friday)	Walt Disney World Swan & Dolphin Hotel – 1500 Epcot Resorts Boulevard – Lake Buena Vista, FL - 32830	Annual Event – 20 SPONSOR SLOTS AVAILABLE Sponsors will be able to secure discounted rooms for the event using this link: https://specialevents.eclinicalworks.com/event/hc18/home/ We have secured discounted room rates of \$215.00 per night at the Swan and Dolphin resort.

eClinicalWorks Education Expo	Memorial Day Week – 5/29/2018 – 6/1/2018 (Tuesday to Friday)	Sheraton Boston Hotel – 39 Dalton Street, Boston, MA 02199	Annual Event – 30 SPONSOR SLOTS AVAILABLE
National Conference	10/4/2018 – 10/8/2018 (Thursday to Monday)	Gaylord Opryland Resort & Convention Center – 2800 Opryland Drive, Nashville, TN 37214	Annual Event - A block of rooms has been reserved for the National Conference at a discounted nightly rate of \$199 plus \$18 per day resort fee at the Gaylord Opryland! The cutoff date for reservations is Monday, September 3, 2018. We have also added additional hotel information to our website: https://specialevents.eclinicalworks.com/
eClinicalWorks Day Shows	Various dates throughout 2018	Various locations across the United States	https://www.eclinicalworks.com/resources/events/ - to register, send a written request to Jennifer.alves@eclinicalworks.com

Additional Services – If additional services are required, please contact: ecwexhibits@eclinicalworks.com.

EXHIBITOR/SPONSOR:

Company Name: _____

Print Name: _____

Signature: _____

Date: _____

eClinicalWorks: Jennifer A. Alves

Signature: _____

Date: _____

UPDATED: February 26, 2018