

EXHIBITOR/SPONSOR AGREEMENT

Exhibitor and Sponsor Terms and Conditions of Attendance and Participation

These are the terms (the “Agreement”) that govern your attendance at or participation in the eClinicalWorks National Conference (referred to herein as “National Conference”). By registering for the National Conference, you are agreeing to these terms, which form a legally binding contract between eClinicalWorks, LLC. (“eClinicalWorks”) and the registered exhibitor or sponsor (“Exhibitor/Sponsor” or “You”). If you are registering on behalf of another party, it is your responsibility to ensure that such party is aware of these terms and accepts them; by completing the registration you are warranting that you have made the party aware of these terms and that they have accepted these terms. eClinicalWorks has the right to change or amend this Agreement at any time and will provide Exhibitor/Sponsor notification of any changes.

1. Eligibility to Exhibit / Sponsorship Approval

1. By submitting an application, the Exhibitor/Sponsor agrees to subscribe to all requirements, restrictions, and any other directives issued by eClinicalWorks. All applicants are subject to an application review, and are accepted or declined at the sole discretion of eClinicalWorks.
2. The application deadline is 30 days prior to the start of the National Conference.

2. Exhibitor/Sponsor Cancellation Policy

1. An Exhibitor or Sponsor can cancel at any time, for any reason, and eClinicalWorks must be notified in writing to eClinicalWorks, 2 Technology Drive, Westborough, MA 01581 Attn: Jennifer Alves / National Conferences Team or by e-mail to ecwexhibits@eclinicalworks.com.

If an Exhibitor or Sponsor cancels, the following refund schedule will apply:

- Cancellation by 9/1/2017: 50% refund of fee
 - Cancellation by 10/1/2017: 25% refund of fee
 - Cancellation after 10/1/2017: no refund will be given
2. National Conference dates are subject to change. eClinicalWorks reserves the right to cancel, reschedule, or relocate the National Conference. If rescheduled National Conference conflicts with Exhibitor/Sponsor schedule and You are unable to attend, eClinicalWorks will offer a full refund within 60 business days. Exhibitor/Sponsor will not charge or attempt to charge eClinicalWorks any fees should National Conference get canceled, rescheduled, or relocated.

3. Payment Terms

1. Payments for all Exhibitor/Sponsorships are due within 30 business days of registration. If such payments are not received within the 30 business days, your registration is subject to cancellation. Payments are due in full prior to the National Conference, unless prior approval is granted by eClinicalWorks.
2. Exhibitor/Sponsor will not be able to select booth location (if applicable) until payment is received in full. Exhibit Hall space is limited. Additional sponsorship opportunities that are outlined in the National Conference prospectus are subject to their own payment terms and are not outlined in this Agreement. Exhibitor/Sponsor will be notified in writing of such deadlines.
3. The Exhibitor/Sponsor and/or their representatives agree that any charges incurred by the Exhibitor/Sponsor, participants, representatives or anyone acting on their behalf with the hotel or any other agents for services, purchases, or rentals are the responsibility of the Exhibitor/Sponsor.

4. Exhibitor/Sponsor Requirements; Prohibited Conduct

1. Exhibitors/Sponsors are permitted to attend the General Session/Keynote only. Exhibitors/Sponsors are not permitted to attend any individual breakout session (unless presenting), or invitation-only side National Conference, without prior written approval from eClinicalWorks.

2. Exhibitor/Sponsor hosted functions/National Conferences are not permitted without express written approval from eClinicalWorks.
3. Exhibitors may not sublease their space. Sublease in this use includes renting, sharing, donating or in any way allowing another company or person to display or advertise in an exhibitor's space.
4. The distribution of marketing collateral and signage is restricted to your exhibition space. Obstruction of aisles at the National Conference and or impede 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 the National Conference.
5. Exhibitor/Sponsor will not rent, sell, or distribute any eClinicalWorks Customer ("Customer") or Employee ("Employee") information gained through lead retrieval at the National Conference. eClinicalWorks' policy prohibits the distribution of client information to anyone, including vendors, sponsors, or other external parties.
6. The hotel/venue 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. 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 your contracted exhibit space. No additional space will be allocated to accommodate the service of food and beverage.
7. eClinicalWorks, at its sole discretion, may create games or contests to help drive traffic to Sponsor/Exhibitor booths. Games may require input from Sponsor/Exhibitor such as providing a stamp, initial, or signature as proof that attendee did visit the booth. Sponsor/Exhibitor 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 National Conference.
8. The Exhibitor/Sponsor understands and agrees that neither eClinicalWorks nor the entity physically hosting the National Conference (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, \$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 a Certificate of Insurance by the deadline renders the Exhibitor/Sponsor ineligible to occupy the exhibit space or receive a refund.** The Certificate of Insurance must be sent to eClinicalWorks via email to ecwexhibits@eclinicalworks.com.

5. Limitation of Liability

1. 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. eClinicalWorks gives no warranties in respect of any aspect of the National Conference or any materials related thereto or offered at the National Conference and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The National Conference is provided on an "as-is" basis. Neither eClinicalWorks nor its affiliates accept any responsibility or liability for reliance by You or any person on any aspect of the National Conference or any information provided at the National Conference.
3. 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 the National Conference or any other aspect related thereto or in connection with this Agreement.
4. The maximum aggregate liability of eClinicalWorks for any claim in any way connected with, or arising from, the National Conference or this Agreement, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by You to eClinicalWorks under this Agreement to be an Exhibitor/Sponsor for the National Conference.

6. Indemnification

1. Exhibitor/Sponsor agrees to indemnify, defend and hold harmless eClinicalWorks, its affiliates, 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. Exhibitor/Sponsor is liable for any damage caused to Facility floors, walls, or columns, or to standard booth equipment, or to other exhibitors' property. The 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.

7. Exhibitor/Sponsor Guidelines

3. The Exhibitor/Sponsor Guidelines can be found at <https://sponsors.eclinicalworks.com/>. To ensure a successful exhibiting experience, please read these guidelines carefully. By submitting a sponsorship application, Exhibitors/Sponsors agree to abide by these and any other directives issued by eClinicalWorks.

EXHIBITOR/SPONSOR:

Company Name: _____

Print Name: _____

Signature: _____

Date: _____

eClinicalWorks:

Print Name: Jennifer A. Alves

Signature: _____

Date: _____

UPDATED: January 10, 2017