

ATTENDEE LIST RENTAL INFORMATION

DEADLINES:

- **Pre-Conference: Order by 14 September 2007 (List will be sent via e-mail 19 September 2007)**
- **Post-Conference: Order by 7 November 2007 (List will be sent via e-mail 9 November 2007)**

The attendee mailing list is a great way to promote your presence along with your products and services to all registered World of Health IT attendees. HIMSS will send you a list of current registered attendees on 19 September 2007. This excel list will contain attendees' name, company, title and address (**e-mails, telephone and fax numbers will not be included**).

The Attendee List is Owned and Copyrighted by HIMSS

The electronic list you receive may only be used **ONE** (1) time and may not be reproduced, digitized, nor stored in any electric retrieval system or database for any reason, nor sold or given to any third parties without prior written permission from HIMSS. **Companies that breach this Agreement, including the inappropriate use of the list shall result in the immediate loss of any and all of The World of Health IT exhibitor priority points and the loss of opportunity to accumulate points for The World of Health IT 2008 and 2009 Conference and Exhibitions, as well as the ability to exhibit in the future at The World of Health IT.**

Information that will be included in the Electronic List of all Registered Attendees

The attendee list comes in an electronic format that includes the following information: Attendee name, title, company name, and complete mailing address. **Phone numbers, fax numbers, and e-mail address will not be provided.**

Approvals and Multiple Mailings

All mailers must be approved in advance by HIMSS. Orders will not be processed if mailers have not been approved by HIMSS. Each company may order only one (1) list for one (1) distribution.

What We Need to Process Your Order

To expedite your order promptly, please submit the following items at the same time:

- Completed order form
- Signed and completed agreement and payment form
- Full payment
- Sample of the piece to be mailed

Questions?

Please contact:

Elli Miller

+1 312-915-9272

emiller@worldofhealthit.org



'07 | 22-25 October 2007
Vienna, Austria

ATTENDEE LIST RENTAL AGREEMENT AND PAYMENT FORM

ORDER NOW! Each company may order only one (1) list. Please PRINT all information except signature.

This agreement is entered into and effective as of the date this Agreement is signed. The contract terms and conditions are non-negotiable and may not be changed, added to, taken away from, or modified in any way. Changes will not be accepted. The contract terms and conditions contained within this document make this a binding agreement. This Agreement is by and among the Healthcare Information and Management Systems Society ("HIMSS") and _____ ("User").

(Exhibiting Company)

Exhibiting Company: _____ **Booth #:** _____

Contact Person: _____ **Tel:** _____

E-mail: _____

List Requested:

Pre-Conference = €262.50

Order By 14 September 2007

Sent to you via e-mail 19 September 2007

Use By 12 October 2007

Post Conference = €280

Order By 7 November 2007

Sent to you via e-mail 9 November 2007

Use By 28 November 2007

Registrants provide demographic information on a voluntary basis.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For USER:

Company Name: _____

Address: _____ Country: _____

City, State/Province, Country Code _____

Authorized Person (Print): _____

Title: _____

Authorized Signature: _____ Date: _____

For The World of Health IT: (For internal use only)

HIMSS

Authorized Person (Print): _____

Title: _____

Authorized Signature: _____ Date: _____

Methods of Payment:

Please charge my credit card:

Visa **American Express** **MasterCard**

Please charge this amount € _____

Cardholder Name _____

Credit Card Number _____ Exp. Date _____

Cardholder Signature _____

Please direct wire transfers to The World of Health IT:

For credit to: HIMSS, account no. 32286301, and sort code 609242

EUR IBAN # GB22CHAS60924232286301

JPMorgan Chase Bank London (CHASGB2L)

If you would prefer to pay by cheque, make cheque payable to The World of Health IT and send to The World of Health IT, PO Box 6462, C/O JPMorgan Chase Bank, N.A., Bournemouth BH1 9FH

Please fax this form to:

HIMSS

Attn: Finance

+1 312-915-9209

ATTENDEE LIST RENTAL AGREEMENT

Mailing Piece: Announcement of User participation in The World of Health IT 2007 Conference & Exhibition only or follow-up regarding User participation in The World of Health IT 2007 Conference & Exhibition only within period of specified dates.

1. **Scope of Agreement**

User agrees to adhere to the following provisions concerning the use of the list, including all data, names and addresses furnished on such list (hereinafter referred to as "list"), which User has requested, from HIMSS:

- A. A final sample of User's mailing piece shall be provided to HIMSS for approval prior to release of any list. Such action by HIMSS shall not be unreasonably delayed. Mailing pieces shall be limited to announcement of and/or follow-up regarding User's participation in The World of Health IT 2007 Conference & Exhibition. Samples must be submitted with each request made.
- B. All fees, paid in full, shall accompany this signed Agreement and such fees are non-refundable.
- C. User agrees that the list, including all such data found on the list provided by HIMSS to User, remain the exclusive property right of HIMSS. User's use of the HIMSS approved mailing piece as described in 1A above. User shall not use The World of Health IT attendee list and the data included on such list for any other purpose except as provided in this Agreement.
- D. The Terms and Conditions of this agreement are non-negotiable.

2. **Compensation**

HIMSS shall receive for services: Pre-Conference List: €262.50; Post Conference List: €280.

3. **Breach of Agreement**

Breach of this Agreement, including the inappropriate use of the list will result in the immediate loss of any and all The World of Health IT exhibitor priority points and the loss of opportunity to accumulate points for The World of Health IT 2008 and 2009 Conference & Exhibitions, and ability to exhibit at future The World of Health IT conferences, as well as any and all other remedies under law.

4. **Approval Process**

HIMSS shall have five (5) business days after receipt of the User's completed attendee list rental application, payment, sample mailing piece and signed contract, to approve or reject the request. Any rejection by HIMSS shall be in writing and shall specifically state the reason(s). User shall have the opportunity to make revisions. If HIMSS does not approve User's revised mailing piece, the parties may further discuss the matter; however, User agrees that HIMSS shall have final authority to approve or reject any mailing piece, which will be using The World of Health IT Mailing list.

5. **Ownership**

- a) Materials prepared under the Agreement, in whatever form, including but not limited to, all drafts and final versions of the list, shall remain the sole and exclusive property right of HIMSS. Upon termination of this Agreement, User shall return all such materials to HIMSS.
- b) User further acknowledges and agrees that (1) the data provided in the list are proprietary to and confidential property of HIMSS and constitute valuable information in which HIMSS holds all protectable rights, including trademark and copyright; (2) User acquires no right(s) to the list or data contained therein except to use such material in accordance with the terms provided in this Agreement; (3) User agrees not to challenge the rights claimed by The World of Health IT related to any lists or the data contained therein, that are provided to User by HIMSS.

6. **Confidentiality**

User acknowledges that all information concerning The World of Health IT attendee list, including but not limited to the proposed, revised, and final list, is confidential and copyrighted information and agrees to hold such information in strict confidence. **User, its employees and agents, agree not to reproduce, digitize, sell, use more than once, store in any database, nor disclose, provide, or otherwise make available any such information to any third party.**

7. **Indemnification**

It is understood that User is performing as an independent contractor. User assumes entire responsibility and hereby agrees to protect, indemnify, defend and save HIMSS, its board, employees and agents harmless against all liabilities, claims, causes of action, losses and damages to persons or property, including expenses and attorneys fees, arising out of or caused by User, its employees or agents in connection with this Agreement.



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ATTENDEE LIST RENTAL AGREEMENT (cont'd)

8. Duration/Cancellation

This Agreement shall commence on execution of the Agreement, and shall expire on 9 November 2007. The pre-show attendee list will be emailed 19 September 2007 and must be used prior to 12 October 2007. The post-show attendee list must be ordered by 7 November 2007 and must be used before 28 November 2007. Either party may cancel the Agreement with 14 days written notice. User agrees to return all material provided by HIMSS and shall not be due a refund of any fees paid unless this Agreement is canceled by HIMSS without cause.

9. Miscellaneous

- A. The paragraph headings used herein are for convenience only and shall not be construed in interpreting this Agreement.
- B. Each paragraph and provision of the Agreement is severable from the entire Agreement, and if a provision shall be declared invalid, the other provisions shall remain in full force and effect without regard to the invalidity of said provision.
- C. No waiver by HIMSS of any breach on the part of User or of any right or remedy incident thereto shall constitute a continuing waiver or a waiver of any other breach or right or remedy incident thereto.
- D. This Agreement supersedes all prior agreements and understandings of any nature whatsoever, oral or written, and constitutes the entire understanding among the parties hereto.
- E. Either party without the written consent of the other party may, not assign this Agreement, and the rights and obligations contained herein.
- F. Only a written instrument executed by all parties may modify this Agreement.