

RULES AND REGULATIONS/MEMBERSHIP INFORMATION

Statement of Policy

All events relevant to the InSight 2009 Annual Conference are closed events. The conference is intended as an educational assembly for the membership; therefore, no direct selling shall be allowed at any time during the conference. To protect the interest of the membership and other firms, only individuals and corporations registered with the conference and in good standing shall be allowed admission to the conference, including sessions, exhibit hall, functions or to any privileges of the conference. Good standing shall be defined as current InSight business affiliates that are not involved in a dispute or litigation with InSight or McKesson, and whose products enhance or support McKesson products and do not compete with McKesson products or McKesson Authorized Business Partner products. Business affiliates that no longer have a current agreement with McKesson may apply for membership and exhibitor status. These instances will be decided on a case-by-case basis. Representatives of exhibiting firms and divisions will be issued badges for conference admission. Any individual without a badge shall not be entitled admission to any conference event. This agreement is made as of the day and date identified on the contract between InSight and the Exhibitor Firm named above (hereinafter called "Exhibitor"). This date shall be the acceptance date by InSight. The parties hereto agree as follows:

A. Membership Guidelines

1 – Membership is Corporate. **2** – Membership is not transferable. **3** – One key contact is assigned to the Corporation. **4** – Membership dues are established annually by the Board of Directors and are not prorated or refundable. **5** – Members must certify eligibility annually for this category of membership on the membership application.

B. Business Affiliate

Documented agreement with McKesson Information Solutions AND/OR provides a Board-approved product or service to the individual membership. A \$1,000 fee if join/renew by February 28; \$1,500 fee if join/renew after February 28 per calendar year.

C. Benefits of Membership

1 – Eligible to attend annual conference. **2** – Eligible for speaking opportunity as invited by the Educational Committee. **3** – Eligible for attendance at all open sessions at the annual conference. **4** – Eligible for attendance at all social events at the annual conference. **5** – Eligible to participate in Product Solution Center. **6** – Sponsorship opportunities. **7** – Recognition by InSight's Web site to Business Web site. **8** – InSight "Member Only" Web site access for designated key contact. **9** – Product specific discussions/bulletin boards. **10** – Ability to access and print member information from the Web site (Unauthorized use of the member data is strictly prohibited.)

1. Nature of Exhibition

The objective of the InSight Product Solution Center is to showcase products and services that support its members' business information technology strategies. Exhibitor displays are limited to products and services that are complementary to McKesson products and services and do not compete with McKesson products or McKesson Authorized Business Partner products. InSight reserves the right to refuse rental of display space to any Exhibitor. InSight reserves the right to remove, at Exhibitor cost, any merchandise, signage, etc. deemed by InSight as unsuitable for display at the InSight Product Solution Center. InSight does not represent that any space will be available to any applicant.

2. Eligibility

Eligible Exhibitors are those with an endorsement from McKesson. Exhibitors that do not have an endorsement from McKesson may petition to exhibit by submitting the appropriate InSight eligibility information to InSight Headquarters. All Exhibitors must be in good standing with InSight. InSight reserves the right to revoke an Exhibitor's privileges and terminate the exhibit agreement. If InSight terminates this agreement for reasons other than those set forth in section 3 below, then InSight will return to the Exhibitor all deposits or fees paid by such Exhibitor.

3. Payment Terms

To confirm exhibit space and sponsorships, full payment must accompany the signed contract. Booth assignment will be made upon receipt of signed contract and full payment. All checks must be payable to InSight. If any Exhibitor fails to perform any other term or condition of the contract or fails to observe and abide by these Contract Conditions/Rules & Regulations, InSight reserves the right to terminate the contract immediately without refund of any monies previously paid.

4. Cancellation

If space and/or sponsorships are cancelled by the Exhibitor prior to May 8, 2009, an administrative fee of 50% of the total booth cost will be incurred by the Exhibitor. If the space is reduced by the Exhibitor prior to May 8, 2009, an administrative fee of 50% of the reduced space will be incurred by the Exhibitor. If cancellation is made after May 8, 2009, there will be no refund and all space and/or sponsorships contracted for must be paid for in full. Cancellations must be directed in writing to InSight. InSight assumes no responsibility for including the name of the canceled Exhibitor or a description of their products in the show catalog, brochures, news releases, or any other materials concerning the show. Any space not claimed and occupied prior to 3 hours before the show starts, may be resold or assigned by InSight without obligation on the part of InSight for any refund whatsoever unless special arrangements have previously been made with InSight in writing. If any circumstances or event beyond the control of InSight causes cancellation of all or any portion of the event, InSight agrees to refund any portion of the registration fee for which InSight is reimbursed by insurance or other third party and shall not be liable for any other refund or payment arising from the cancellation or for other liability or damages arising from the event. **Membership dues are not prorated or refundable for any reason.**

5. Assignment of Space

Booth assignment will be made upon receipt of full payment and exhibitor product description. InSight reserves the right to exercise its sole discretion in the acceptance or refusal of applications. The preferences requested for booth space location are for guidance and are not guaranteed. InSight does not represent that any space will be available to any applicant. If space is not available, a waiting list will be developed in the order of the date of receipt by InSight of each completed Contract and receipt of full payment for Exhibit Space. InSight will refund all payments received with Contract for Exhibit Space to any applicant for whom space is not available or to whom exhibit privileges are not extended. InSight reserves the right to modify the floor plan to accommodate space or change as necessary to avoid conflicts. Any space not reserved prior to the start of the conference may be deleted by InSight without any obligation on the part of InSight. InSight reserves the right to assign booths as necessary to meet the requirements of all participants.

6. Set-Up and Dismantle

Set-up period:

Wednesday, September 9 8:00 am – 5:00 pm

Dismantling period:

Saturday, September 12 10:00 am – 6:00 pm

Note: This schedule is tentative and subject to change.

Set-up and dismantle hours specified here are subject to change, in which case all Exhibitors will be notified in writing. If an exhibit is not set up by 3 hours prior to the show opening, InSight reserves the right to re-assign such space to another Exhibitor or to make other use of the space as deemed necessary or appropriate at the expense of the Exhibitor. **Exhibits are to be kept intact until the closing of the Product Solution Center. No part of an exhibit shall be removed during the Product Solution Center without special permission from InSight. Any Exhibitor that begins dismantling its display before the close of the show will lose priority status in future InSight Conferences and may altogether lose the privilege of exhibiting.** The Exhibitor agrees to have the equipment or materials removed from the Product Solution Center by the prescribed time. Failure to remove equipment or materials may incur the billing of late charges. If Exhibitor fails to remove its equipment or materials, the Exhibitor shall appoint InSight as its agent to arrange such removal. Exhibitor agrees to pay all charges for the breakdown, removal, and shipment of its equipment and materials as arranged by InSight. All freight must be removed from the Gaylord Palms Resort by 6:00 pm, Saturday, September 12, 2009. If exhibits are not removed by this time, management has the right to remove exhibits and charge the expense to the Exhibitor.

7. Sublease or Shared Space

InSight agrees to sublease to the Exhibitor, and the Exhibitor agrees to occupy space in Product Solution Center at the InSight Annual Conference. The Exhibitor agrees to pay for booth space as requested on the Exhibitor Application and will not assign or sublet assigned space or any part thereof without prior knowledge and consent of InSight. All exhibitors and displays shall be subject to the approval of InSight.

8. Show Hours

At the time of this writing, it is anticipated that the show hours will be as follows:

Thursday, September 10 10:30 am – 2:00 pm

3:00 pm – 6:30 pm

Friday, September 11 10:30 am – 2:00 pm

4:15 pm – 6:00 pm

Saturday, September 12 8:00 am – 10:00 am

Exhibitors will be notified in writing of any changes prior to the Product Solution Center open.

9. Prohibition of Selling Products and Taking Orders for Show Delivery

InSight provides exhibit space for Exhibitors to display and demonstrate products and services on the basis of their potential informational and commercial value, and not for the purpose of direct or onsite commerce. Orders may be taken but transactions involving the exchange of product for payment are prohibited.

10. Food & Alcoholic Beverages

The serving of alcoholic beverages by Exhibitors in any part of the exhibit area is strictly prohibited. All food and/or beverage service must be approved in writing by InSight and the convention center's exclusive catering vendor. All associated fees are the responsibility of the Exhibitor.

11. Use of Space – General

All marketing activities of each Exhibitor must be confined to the Exhibitor's allotted booth space. Demonstrations in booths must be designed to take place and keep the audience within the existing booth space to allow the free flow of traffic in the aisles. Exhibitors expressly agree not to hold any activity that, in the sole opinion of InSight, creates a material adverse effect on attendance during InSight Conference hours. If clarification is needed on a specific activity, please submit it to InSight for approval.

12. Special Visual and Audio Effects

Audio-visual and other sound and attention-getting devices and effects will be permitted only in those locations and in such intensity as, in the opinion of InSight, do not interfere with the activities of neighboring Exhibitors. Operational equipment demonstrated may not create noise levels objectionable to neighboring Exhibitors.

13. Hotel Suites and Meeting Rooms

No entertainment, meetings, tours, special events, hospitality suite functions, or other private functions will be permitted during any scheduled InSight Conference activity unless approved in writing by InSight. Exhibitors that are not in accordance with the stated rules may lose their privilege of exhibiting at this and future Conferences.

14. Exhibit Construction and Layout

InSight reserves the right to control the layout of the exhibit hall. Detailed regulations governing the construction, height and layout of exhibits will be included in the Exhibitor Services Manual. These Rules & Regulations are to be considered an addendum to this document, and are subject to the full power and enforcement as set forth herein. If you require immediate access to these Rules & Regulations, please reference your service manual under the Rules & Regulations tab or contact InSight Headquarters for a copy. Each Exhibitor will be held accountable for abiding by these rules and regulations governing stand construction and height limitations.

15. Booth Equipment

Standard booth equipment will consist of the following:

- Eight foot (8') back wall of drape with aluminum uprights, color to be determined by InSight
- Three foot (3') division side rails of drape, color to be determined by InSight
- Six foot (6') covered and skirted display table, color to be determined by InSight
- Two (2) side chairs
- One (1) wastebasket
- One (1) two-line identification sign
- One (1) full conference registration
- Two (2) exhibit-only registrations

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All Exhibitors are required to provide some form of floor covering in their booth, which must reach aisle to aisle. Bare concrete is not allowed. The Exhibitor will also be responsible for any cost necessary to finish off the back wall and open area behind their pop-up, and/or hard wall structure. No cartons may be stored behind the booths.

16. Shipping and Storage

All arrangements will be made to receive and store equipment prior to the opening of the conference. All related shipping expenses are the responsibility of the Exhibitor. Exhibitors are urged to make certain that all materials are properly labeled for delivery to contracted booth.

17. Insurance & Security/Force Majeure

InSight will employ security guards and take reasonable precautions to safeguard Exhibitor's property. However, InSight assumes no liability whatsoever for loss or damage, through any cause, of goods, hand carried items, exhibits or other materials owned, rented or leased by the Exhibitor. InSight requires that each exhibitor maintain general public liability insurance against claims for personal injury, death, or property damage incident to, arising out of or in any way connected with the exhibitor's participation in the exhibition, in the amount of not less than one million (\$1,000,000) dollars for personal injury, death, or property damage in any one occurrence. Such insurance maintained by the exhibitor must be issued by an insurance company reasonably acceptable to InSight, include coverage of the indemnification obligations of the exhibitor under these Rules & Regulations, and shall name InSight as additional insured. Each exhibitor acknowledges that it is responsible for obtaining for its protection and entirely at its expense, such property insurance for its exhibit and display materials as the exhibitor deems appropriate. Any policy providing such property insurance must contain an express waiver by the exhibitor's insurance company of any right of subrogation as to any claims against InSight. Certificate of Insurance must name InSight as co-insured. InSight shall be named, as an additional insured on Exhibitor's insurance policies and Exhibitor shall provide to InSight Certificates of Insurance indicating this status. Force Majeure: InSight will not be responsible for cancellation, postponement or other circumstances cause by, based on or relating to situations beyond its control, including but not limited to: acts of God, (e.g. rainstorm, flood, wind, damage by the elements, earthquake, tornado, other natural disasters, etc.), terrorism, infectious disease, war, fire, strikes, acts or orders of governmental authorities, or third-party responsibility.

18. Fire Department Regulations

Each exhibit must comply with the basic rules set by the Fire Department prior to the opening of the Product Solution Center. All decorative materials (i.e. pipe, drape, carpeting, signs and display table) will be provided by InSight, or its designated vendor, and will be flame proofed in accordance with the standards established by the National Board of Underwriters. Electrical equipment must be installed, operated and maintained in a manner that does not create a hazard to life or property. For complete Fire Marshal rules and regulations, reference the rules and regulations tab of your Exhibitor Services Manual.

19. Code of Ethics

Exhibitors will adhere to a code of ethics. No organized customer event will be scheduled by an Exhibitor in the conference facility for three (3) days prior to, during or following the InSight Annual Conference.

20. Assignment of Sponsorships

Sponsorship opportunities will not be limited to events/items/ advertisements listed in the Sponsorship Application. Additional or customized sponsorships can be discussed and will be taken into consideration for approval by the conference committee. Sponsorship participation is available only to InSight Exhibitors.

21. Use of InSight Name and Logo

Participation by an Exhibitor in the InSight Product Solution Center does not entitle the Exhibitor to use the InSight name or logo,

other than with reference to the Exhibitor's participation as an Exhibitor in the InSight Annual Conference. Participation in the InSight Conference does not imply endorsement or approval by InSight of any product, service, or participant, and none shall be claimed by any participant. InSight reserves the right to promote Exhibitors in any conference materials related to the InSight Annual Conference. If in the event an Exhibitor objects to the usage of its company name, it may request so, in writing, to InSight Headquarters.

22. Intellectual Property Matters

The Exhibitor represents and warrants to InSight that no materials used in or in connection with its exhibit infringe upon the trademarks, copyrights (including, without limitation, copyrights in music and other materials used or broadcast by Exhibitor), or other intellectual property rights of any third party. The Exhibitor agrees to immediately notify InSight of any information of which Exhibitor becomes aware regarding actual or alleged infringement of any third party's trademarks, copyrights, or other intellectual property rights. The Exhibitor agrees to indemnify, defend, and hold InSight, and its agents, and successors, harmless from and against all losses, damages and costs (including reasonable attorneys' fees) arising out of or related to claims of infringement by the Exhibitor of the trademarks, copyrights, and other intellectual property rights of any third party. Notwithstanding the foregoing, InSight shall not be liable and expressly disclaims all liability for infringement or alleged infringement of the trademarks, copyrights, or other intellectual property of any third party arising out of the actions of an Exhibitor.

23. Personnel Recruitment

Recruiting of personnel for the purposes of employment (such as posting recruitment notices, general announcements, etc.) is specifically prohibited during the conference.

24. Exhibit and Social Function Access

Each Exhibitor will be allowed two (2) complimentary exhibit-only registrations per 10' x 10' booth, providing access to the exhibit hall, food functions, and social events only, with the option to purchase additional exhibit booth personnel badges at \$240 each.

25. Conference Registrations

Each Exhibitor will be allowed one (1) complimentary full conference registrations per 10' x 10' booth. Exhibitors have the right to purchase additional full conference registrations, which allow access to educational sessions, in accordance with Each Exhibitor will be allowed to purchase additional Exhibitor registrations at \$605 each. Exhibitor Guest registrations only receive access to the Product Solution Center during show hours and are subject for approval by InSight, in accordance with InSight's registration policies. All Exhibitors are to register their personnel in advance of the conference. Changes in Exhibitor registration at the conference site must be approved by InSight. All registered Exhibitors must be employees of the exhibiting firm. Consultants of a contracted firm are not allowed to attend. False certification of individuals as Exhibitor representatives, misuse of badges or any method used to assist unauthorized individuals to enter the conference area or sessions may be sufficient cause for expelling the violators from the conference, barring them from further attendance of any activities or sessions associated with the conference without obligation by InSight for refund of any fees.

26. Music Licensing

Exhibitors are responsible for individual ASCAP/BMI music licensing fees or similar statutes as may apply outside the United States if applicable to the function. Music played and/or performed, whether recorded or live, will not be covered under InSight's ASCAP/BMI music licensing agreement.

27. Americans with Disabilities Act/Similar Non-U.S. Statutes

Exhibitors shall be responsible for making their exhibits accessible to persons with disabilities, as required by the Americans with Disabilities Act or similar statutes as may apply outside of the United States and shall hold InSight harmless from any consequences of failing to do so.

28. Distribution of Marketing Material

InSight reserves the right to cease distribution of any materials at the InSight Annual Conference which InSight in its sole discretion determines are contrary to the best interests of InSight, its members, or the InSight Annual Conference. All marketing activities of each Exhibitor must be confined to the Exhibitor's allotted space. The Exhibitor agrees that, if InSight determines that an Exhibitor is marketing outside of its allotted space, the Exhibitor will lose the privilege of exhibiting at this and future InSight Product Solution Centers. In addition, InSight reserves the right to immediately remove all exhibit materials if a violation occurs during the conference without issuing a refund. For further explanation, please see rule number 30. Distribution of promotional material to InSight conference attendees' hotel sleeping rooms, public areas, or in educational sessions is prohibited without prior written approval of InSight. Use of InSight hotel and conference-related facilities communication systems to promote Exhibitors, their products/services, or any other of their activities is prohibited during official InSight Annual Conference dates.

29. Authority of Management/Enforcement of Rules & Regulations

InSight shall have the power to adopt and enforce all show attendance rules, and regulations with respect to the kind, nature, and eligibility of exhibitors adopted by it or set forth herein. InSight has the power to enforce all rules and regulations. Exhibition Management's decision on such matters shall be final. The Exhibitor acknowledges that its failure to comply with the Rules & Regulations set forth herein will cause harm to InSight. The Exhibitor agrees that, if InSight determines that a material violation has occurred, the Exhibitor will lose the privilege of exhibiting at this and future InSight Product Solution Centers. In addition, InSight reserves the right to immediately remove all exhibit materials if a violation occurs during the conference without issuing a refund. All final decisions regarding the enforcement of InSight Product Solution Center Policy are the responsibility of the InSight Board of Directors President and Vice President of Education.

30. General

All matters and questions not covered by the Rules & Regulations are subject to the decision of InSight. These Rules & Regulations may be amended at any time by InSight, and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original regulations. In the event of any amendment or additions to these regulations, written notice will be given by InSight to such Exhibitors as may be affected by them.

31. Exhibitor's Liability and Hold Harmless

Exhibitor releases InSight, its contractors and their respective directors, officers, employees, agents, and members, and each of them, from any claims, liabilities, losses, damages, costs, or expenses relating to or arising out of any injury to any personnel of Exhibitor or to any other person or any loss of or damage to any property of Exhibitor or any other property where such injury, loss, or damage is incident to, arises out of, or is in any way related to Exhibitor's participation in the event, and the Exhibitor shall be responsible for any such injury, loss, or damage, and any expenses relating thereto. Exhibitor shall indemnify, defend and hold harmless InSight and its contractors, and their respective directors, officers, employees, agents and members, and each of them, from and against all claims, liabilities, losses, damages, costs or expenses, including reasonable attorney's fees and costs of litigation, relating to or arising out of Exhibitor's participation in the event, provided that the foregoing shall not apply to injury, loss, or damage caused by or resulting directly from the sole negligence of either InSight or its contractors. The terms of this provision shall survive the termination or expiration of this Agreement. Limitation of Remedies: In no event will InSight be liable for any lost profits, lost savings, incidental damages or other economic consequential damages, even if InSight has been advised of the possibility of such damages. InSight will not be liable for any damages claimed by the Exhibitor based on any third party claim. Damages: In no event will InSight be liable for any damages caused by failure of an Exhibitor to perform their responsibilities.