6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

a. Exhibit Space is equally priced at $550.00 USD per square meter.

b. Stand packages include: Modular aluminum system which includes two (2) chairs, one (1) table, one (1) small locking cabinet, one (1) monophasic, three (3) spot LED lights, one (1) electric outlet 110V, one (1) workbasket, installation, dismantle and an identification sign listing company name and booth number.

c. Two (2) Complimentary Full Conference Registrations per 9 square meters of Exhibit Space.

d. Exhibitor listing in official Conference Program.

7. LIMITATION OF LIABILITY. Exhibitor shall defend, indemnify, and hold harmless SPE, its officers, directors, employees, agents, and each of them, with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys’ fees) (“Claims”) which SPE, its officers, directors, employees, agents, and each of them may suffer or be subject to, and which are in any way connected with the Agreement or the presence of the Exhibitor, Exhibitor’s personnel, or any Exhibitor-appointed contractor (“EAC”) at the Event; provided, however, that the Exhibitor’s duty to indemnify, defend, and hold harmless shall not extend to Claims, as are solely caused by the gross negligence or willful misconduct of SPE, its agents, or employees. The terms of this provision shall survive the termination or expiration of this Agreement.

8. INDEMNIFICATION. Exhibitor shall defend, indemnify, and hold harmless SPE, its officers, directors, employees, agents, and each of them, with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys’ fees) (“Claims”) which SPE, its officers, directors, employees, agents, and each of them may suffer or be subject to, and which are in any way connected with the Agreement or the presence of the Exhibitor, Exhibitor’s personnel, or any Exhibitor-appointed contractor (“EAC”) at the Event; provided, however, that the Exhibitor’s duty to indemnify, defend, and hold harmless shall not extend to Claims, as are solely caused by the gross negligence or willful misconduct of SPE, its agents, or employees. The terms of this provision shall survive the termination or expiration of this Agreement.

9. EXHIBITOR SERVICES. To ensure the configuration of a smooth installation, dismantling, and operation during the Event, SPE official contractors will be appointed. Although full-time employees of EACs, other than the SPE Official Contractors, may be authorized to gain access to exhibit space, Exhibitor is urged to obtain required labor and services from SPE Official Contractors. No EACs may be used for services noted as exclusive on the 2020 LACPEC and HSE Official Contractors List.

10. PHOTOGRAPHY/VIDEOGRAPHY. Exhibiting personnel found in violation of the Photography/Videography Regulations specified in the Exhibitor Services Manual are subject to removal from Event and to have their photography equipment or devices confiscated in official Event space. Exhibitor will have the responsibility to control their representative(s) to prevent such violation. If an exhibitor who has not utilized the space or the space is vacant at the time of cancellation, SPE reserves the right to resell the space vacated.

11. REGISTRATION LISTS AND LEAD/DATA RETRIEVAL SYSTEMS. Exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the Exhibit Space. Exhibitor may use the Official Contractor for Lead/Data Retrieval System (if applicable) to collect information regarding persons who visit its Exhibit Space. The information collected with the Lead/Data Retrieval System or purchased/rented Registration Lists however, for the sole use of the Event, to other Exhibitors, or to any other person or party to attempt to develop a compilation of leads. Exhibitor may use the Official Contractor for Lead/Data Retrieval System (if applicable) to collect information regarding persons who visit its Exhibit Space. The information collected with the Lead/Data Retrieval System or purchased/rented Registration Lists however, for the sole use of the Event, to other Exhibitors, or to any other person or party to attempt to develop a compilation of leads. Exhibitor may use the Official Contractor for Lead/Data Retrieval System (if applicable) to collect information regarding persons who visit its Exhibit Space. The information collected with the Lead/Data Retrieval System or purchased/rented Registration Lists however, for the sole use of the Event, to other Exhibitors, or to any other person or party to attempt to develop a compilation of leads.

12. HOSPITALITY EVENTS. Exhibitor is prohibited from holding hospitality events (whether on-site or off-site) during official Event hours or events. A complete listing of official events is provided in the Exhibitor Services Manual.

13. GENERAL

a. Survival. All provisions of this Agreement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, indemnity, limitation of liability and Exhibitor’s obligations as provided in Section 6.

b. Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the laws of the State of Texas. The parties submit to exclusive jurisdiction to the federal and state courts of Collin County, Texas.

c. Severability. If any part of this Agreement is held to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

d. Representations and Warranties. Each party warrants and represents to the other that it (i) has the power and authority to enter into this Agreement, and (ii) will comply with all applicable laws, statutes, codes and regulations in its performance of its responsibilities under this Agreement.