1. CHARACTER; RESERVATION OF RIGHTS

a. Character. Sponsored by SPE, the Event is undertaken primarily for the technical education of its members. To ensure the best possible atmosphere to discuss the technical application of the equipment and services displayed, each Exhibitor agrees to (i) exhibit only products which it manufactures, represents, or distributes, which comprise materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development of new and advanced products and processes used in the exploration, production, and/or processes products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.

b. Rights. SPE reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Exhibitors, exhibits, and products to be displayed for the Event; (ii) reject, remove or exclude Exhibitors or Exhibits which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other Exhibitors, or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits or Exhibitors; (iv) cancel, in whole or in part, the Event due to an event beyond SPE’s reasonable control of the Event—such as, but not limited to, war, act of God, fire, lightning, utility interruption, flood, weather, epidemic, hurricane, tornado, earthquake or other Acts of God, or any law, ordinance, rule or regulation, acts of public enemies, strikers, riots, or civil disturbances (“Force Majeure Event”); (v) change, with reasonable limits, the date, location, and duration of the Event; (vi) without any liability to SPE (vii) from time to time to establish and amend or modify any regulations governing use of the facility and the Event; and (vii) determine whether an Exhibitor has violated any Exhibitor Regulations or other Exhibit rules.

2. PAYMENTS/CANCELLATIONS/SPACE REDUCTION

a. Right Not to Assign Exhibit Space – Unpaid Invoices. SPE reserves the right not to assign any exhibit space for which an invoice for ANY SPE event remains unpaid for more than thirty (30) days after invoice due date.

b. No Deposit. Agreements received prior to 26 April 2019 need not be accompanied by a deposit. A 50% deposit must be submitted to SPE on or after 26 April 2019.

c. Deposit. Agreements received between 26 April 2019 and 23 September 2019 must be accompanied by a minimum 50% deposit. Exhibitors who have not paid their 50% deposit by 26 April 2019 and have not notified SPE of their cancellation within 5 business days of the 26 April 2019 due date will lose their exhibit space; space will be reassigned by SPE at the close of business on the 5th day. After that time period cancellations of Exhibit Space will be with all deposit amounts due and payable.

d. Full Payment. Agreement received after 23 September 2019 must full payment for the Exhibit Space be received. Agreement received without required payment will apply as per Exhibitors who are not paid in full by 23 September 2019 will have one point deducted from their total priority points. SPE reserves the right to cancel and reassigned any Exhibit Space for which an invoice remains unpaid for more than thirty (30) days after invoice due date. Exhibitor will not be allowed to begin move-in operations or be listed as an Exhibitor in the Conference Program until full payment and a duly executed Agreement have been received by SPE.

3. EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT

b. Changes to Exhibit Floor Plan or Exhibit Space Assignment. SPE reserves the right to change the floor plan design at any time and without notice. SPE may also move Exhibitor to another location prior to or during the Event, if such change is deemed to be in the best interest of the Event by SPE in its sole discretion.

4. ASSIGNMENT; SUBLetting SPACE. Exhibitor shall not assign, sublet, or appoint the whole or any part of the Exhibit Space allotted to them, nor permit any other person or party to exhibit therein any other goods, apparatus, etc., or any fact or facts or thing not or not substantially the same as that exhibited to be cancelled and vacated. All requests for installations beyond the published floor plan will be processed by SPE.

5. PAYMENTS/CANCELLATIONS/SPACE REDUCTION

b. Changes to Exhibit Floor Plan or Exhibit Space Assignment. SPE reserves the right to change the floor plan design at any time and without notice. SPE may also move Exhibitor to another location prior to or during the Event, if such change is deemed to be in the best interest of the Event by SPE in its sole discretion.

6. INSURANCE. Exhibitor agrees and understands that insurance for fire, property, public liability, and theft must be taken out by Exhibitor at its own expense. The insurance is to cover the full period of occupancy of the premises by the Exhibitor, its agents, and employees.

7. LIMITATION OF LIABILITY. SPE may be held liable for loss, injury, or damages sustained by Exhibitor or Exhibitor’s personnel (i.e., Exhibitor’s agents, servants, invitees, guests, or employees) in connection with the Event such loss, injury, or damage caused by the gross negligence or willful misconduct of SPE or its agents or employees, and not otherwise. SPE will be liable for any loss, damage, injury, product liability, or expense, of whatever nature that the Exhibitor may suffer due to an Event cancellation as a result of a Force Majeure Event or other conditions that result in the Event's discontinuation. In no event will SPE’s liability exceed the amount paid to SPE by Exhibitor under this Agreement. Under no circumstances will SPE be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if SPE has been advised of the possibility of such damages) arising from any provision of this Agreement, including but not limited to, the exercise by SPE of any of its rights under this Agreement.

8. INDEMNIFICATION. Exhibitor shall defend, indemnify, and hold harmless SPE, its officers, directors, employees, agents, and each of them, from and against any and all 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 or arising out of 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 exhibition areas, 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 SPE/ICoTA Well Intervention Conference and Exhibition Official Contractors list.

10. PHOTOGRAPHY/VIDEOGRAPHY. Exhibiting personnel found in violation of the Photography/Audio/Videographic Recording Regulations specified in the Exhibitor Services Manual are subject to removal from Event and to have their photography equipment or devices confiscated in order to remove all photos or video images. Multiple offenses by Exhibitor will subject the Exhibitor to having their staff being removed from the Event. This will also subject Exhibitor to losing priority points (if applicable), and including and up to losing the ability to exhibit at future SPE events.

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 individuals to visit its Exhibit Space. The information collected with the Lead/Data Retrieval System or purchased/rented Registration Lists however, is for the sole use of the company or organization that collects/rents it. Exhibitor understands and agrees that (i) under the terms of its license, it may not attempt to develop a compilation of attendees and/or other participants at the Event by excluding any lead information collected/rented at the Event with other attendees, Exhibitors, and/or other participants at the Event or with third parties not associated with SPE, and (ii) the compilation of the attendees and/or other participants at the Event is sole property of SPE and that SPE offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected/rented at the Event (a) a compilation of attendees and/or other participants at the Event and/or participants that would be competitive to, or could be used in lieu of, the compilation that SPE offers for sale.

12. HOSPITALITY EVENTS. Exhibitor is prohibited from holding hospitality events (whether on-site or off-site) during official Event hours or events. Official events include, but are not limited to, the Evening Reception. A complete listing of official events is provided in the Exhibitor Services Manual.

13. GENERAL

a. Severability. If any provision 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 portion 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 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.