

1. CHARACTER; RESERVATION OF RIGHTS

- a. **Character.** The Event is undertaken by the sponsoring organizations primarily for the technical education of their members. To provide 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 energy resources and environment and (ii) display such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.
- b. **OTC Rights.** OTC reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Exhibitors, exhibits, and products displayed for the Event; (ii) reject, prohibit, or remove exhibits or Exhibitors which OTC considers objectionable, inappropriate, disruptive, or offensive to OTC, 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 the reasonable control of OTC—including, but not limited to, casualty, explosion, 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, strikes, riots, or civil disturbances ("Force Majeure Event"); (v) change, within reasonable limits, the date, location, and duration of the Event; without any liability to OTC, the Society of Petroleum Engineers (SPE), OTC Sponsoring Organizations, their respective officers, directors, employees, agents, and each of them; (vi) 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 Exhibit Regulations or other Exhibit rules.

2. PAYMENT/CANCELLATIONS/SPACE REDUCTION

- a. **Right Not to Assign Exhibit Space – Unpaid Invoices. No Deposit.** OTC reserves the right not to assign any Exhibit Space for which an invoice for any OTC event remains unpaid for more than thirty (30) days after invoice due date.
- b. **No Deposit.** Agreements received prior to 3 July 2017 need not be accompanied by a deposit. 25% deposit must be submitted to OTC on or before 3 July 2017.
- c. **25% Deposit.** Agreements received between 3 July 2017 and 11 January 2018 **must be** accompanied by a minimum 25% deposit. Agreements without required payment will delay assignment. Exhibitors who have not paid their 25% deposit by 3 July 2017 and have not notified OTC of their cancellation within 10 business days of the 3 July 2017 deposit due date are subject to having their Exhibit Space cancelled and reassigned by OTC with all deposit amounts due and payable. If Exhibit Space is not cancelled by OTC, it does not release the Exhibitor from their payment obligation.
- d. **Full Payment.** Agreements received 12 January 2018 or after must include full payment for the size booth requested. Exhibitors who are **not** paid in full by 12 January 2018 will have one point deducted from their total priority points. OTC reserves the right to cancel and reassign any Exhibit Space for which an invoice remains unpaid 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 has been received by OTC.
- e. **Reduction in Space.** After Exhibit Space has been confirmed and accepted, a reduction in Exhibit Space is considered a cancellation and will be governed by the same policies as outlined below. Reduction in Exhibit Space can result in relocation of Exhibit Space at the discretion of OTC.
- f. **Cancellation.** Should an Exhibitor cancel from the Event, the following shall apply:

1. Exhibitor representative signature binds the Exhibitor to the payment and cancellation schedule. If the Exhibitor cancels participation with money due, the outstanding funds will be due upon cancellation.
 2. If Exhibitor cancels prior to 3 July 2017, the Exhibitor will receive a full refund. If an Exhibitor who has submitted an Agreement after 3 July 2017 cancels between time of Agreement and seven (7) days after initial space assignment date, the Exhibitor will receive a full refund.
 3. Exhibitors who have not paid their 25% deposit by 3 July 2017 and have not notified OTC of their cancellation within 10 business days of the 3 July 2017 deposit due date are subject to having their Exhibit Space cancelled and reassigned by OTC with all deposit amounts due and payable.
 4. If Exhibitor cancels/reduces, in writing and acknowledged by OTC, between 3 July 2017 and 12 January 2018 Exhibitor will be assessed a cancellation penalty equal to 25% of the total cost of cancelled/returned Exhibit Space.
 5. If Exhibitor cancels/reduces, in writing and acknowledged by OTC, 12 January 2018 or after, Exhibitor will be assessed a cancellation penalty equal to 100% of the total cost of cancelled/returned Exhibit Space. If Exhibitor cancels/reduces 12 January 2018 or after with an outstanding balance due, Exhibitor loses ten (10) priority points and remains responsible for the entire balance due, plus reasonable attorney's fees to collect. Exhibitor will not be permitted to participate in future OTC events until all outstanding balances are collected.
 6. No refunds will be processed 12 January 2018 or after. No cancellations shall be acknowledged unless received in writing and acknowledged by OTC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, OTC has the right to resell the space vacated.
- g. **Event Ruling:** If Exhibitor fails to utilize the Exhibit Space and/or the Exhibit Space is vacant at the time of the published deadline for completion of installation, OTC reserves the right to consider the Exhibit Space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to and acknowledged by OTC in writing. Approval of late installation requests are at the discretion of OTC. Should OTC not be notified in writing, OTC reserves the right to resell the cancelled Exhibit Space and the contract will be cancelled with all outstanding balances still due.

3. EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT

- a. **Exhibit Space Assignment.** Exhibit Space is assigned based on the OTC Priority Point System, then a first-come, first-served basis. OTC shall assign the Exhibit Space for the period of the Event only and does not imply that the same or similar Exhibit Space will be held or offered for future Events. Upon official Exhibit Space assignment, Exhibitor will receive a Booth Confirmation Notice. Exhibit Space assigned shall be deemed accepted by Exhibitor unless reflected in writing to OTC.
- b. **Changes to Exhibit Floor Plan or Exhibit Space Assignment.** OTC reserves the right to change the floor plan design at any time and without notice. OTC may also move Exhibitor to another location prior to or during the Event, if such change is deemed to be in the overall best interest of the Event by OTC 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., not manufactured or distributed by the Exhibitor in the regular course of his business except upon prior written consent of OTC.

5. INSURANCE.

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 Exhibitor, its agents and employees.

6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE

- a. Standard booth draping (8-ft. high back wall and 3-ft. side rails) and an identification sign (7x44 inch) listing Exhibitor name and booth number will be provided to all indoor linear Exhibit Space. Any additional draping used must comply with Event color scheme and the published fire safety regulations.
- b. Drayage: Crated shipments, machinery or equipment delivered to the NRG Center by trucks (other than vans) will be handled as outlined below and further detailed in the Exhibitor Services Manual as part of Exhibit Space rental fee. (does not include shipment to Freeman Warehouse)
Before Exhibition—truck unloading, delivery to booth, and crate storage
After Exhibition—crate return to booth, crate removal and reloading.
- c. Outdoor Exhibit Space fees include rental and freight handling as described above. No other equipment or service is provided.
- d. Nightly vacuuming of the exhibit floor is included in Exhibit Space rates for indoor space only. (Exception: If Exhibitor's Exhibit Space remains covered or cordoned off on Sunday morning, any vacuuming necessary on Monday morning will be at the expense of the Exhibitor). Additional cleaning services are available as outlined in the Special Cleaning form included in the Exhibitor Services Manual.
- e. Five Complimentary Exhibitor Registrations per 100 square feet of Exhibit Space will be allotted to each contracted Exhibitor for purpose of registering booth personnel.
- f. Discounted Exhibitor Registration rates for additional booth personnel.
- g. Exhibitor listing in official Conference Program.
- h. OTC will carpet all major aisles of indoor exhibit halls.

7. LIMITATION OF LIABILITY

Indemnitees 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) only to the extent such loss, injury, or damages are solely caused by the gross negligence or willful misconduct of Indemnitees or its agents or employees, and not otherwise. Indemnitees shall not be responsible for any loss of business, loss of profits, injury, damage, or expense, of whatever nature that the Exhibitor may suffer due to Event cancellation as a result of a Force Majeure Event or other conditions that render the Event impracticable in Indemnitees' sole determination. In no event will Indemnitees' liability exceed the amount paid to OTC by Exhibitor under this Agreement. Under no circumstances will Indemnitees be liable to Exhibitor for indirect, incidental, consequential, special, or exemplary damages (even if OTC has been advised of the possibility of such damages) arising from any provision of this Agreement, including but not limited to, the exercise by OTC of any of its rights under this Agreement.

8. INDEMNIFICATION Exhibitor shall defend, indemnify, and hold harmless Indemnitees with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys' fees) ("Claims") which Indemnitees 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 Indemnitees. 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 Exhibition, OTC Official Contractors will be appointed. Although full-time employees of EACs, other than the OTC Official Contractors, may be authorized to gain access to exhibition areas, Exhibitors are urged to obtain required labor and services from OTC Official Contractors. No EACs may be used for services noted as exclusive on the Event Official Contractor List.

10. 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 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, is for the sole use of the company or business 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 of the Event by exchanging any lead information collected at the Event with other attendees, Exhibitors and/or other participants at the Event or with third parties not associated with OTC and (ii) the compilation of the attendees and/or other participants of the Event is sole property of OTC and that OTC offers that compilation for sale. Exhibitor agrees that it will not use any lead data collected at the Event to attempt to develop a compilation of attendees and/or participants that would be competitive to, or could be used in lieu of, the compilation that OTC offers for sale.

11. PHOTOGRAPHY/VIDEOGRAPHY

Exhibiting personnel found in violation of the Photography/Video/Audio Recording Regulations specified in the Exhibitor Services Manual are subject to removal from OTC 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 OTC. This will also subject Exhibitor to losing priority points, including and up to losing the ability to exhibit at future OTC events.

12. 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 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 (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.