1. CHARACTER; RESERVATION OF RIGHTS
   a. Character. Sponsored by SPE, the Event is undertaken primarily for the technical education of its 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, and/or (ii) embrace the philosophy that the Event is to be a forum for the exchange of technical information and for the advancement of the petroleum industry, its members, and the public—these rules, regulations, and policies are designed to further this effort.

2. CANCELLATION/REDUCTION/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 06 November 2017 need not be accompanied by a deposit. A 25% deposit must be submitted to SPE or on before 06 November 2017.

   c. 25% Deposit. Agreements received between 07 November and 06 April 2018 must be accompanied by a 25% deposit. Exhibitors must be received by 06 November 2017 and have not notified SPE of their cancellation within 5 business days of the 06 November 2017 deposit due date will have their Exhibit Space cancelled and 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. Exhibits received after 06 April 2018 must include full payment for the Exhibit Space requested. Agreements received without required payment will not be processed. Exhibitors who are not paid in full by 06 April 2018 will have one point deducted from their total priority points. SPE reserves the right to cancel and reallocate 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 unless paid in full payment and have been notified by SPE of their cancellation within 5 business days of the 06 November 2017 deposit due date.

6. ITEMS INCLUDED IN THE COST OF EXHIBIT SPACE
   a. Standard booth dressing (8 ft high back wall and 3 ft side walls) and identification sign (7 in x 44 in) listing Exhibitor name and booth number will be provided to all linear booths. Any additional dressing used must comply with Event color scheme and the published fire safety regulations.

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) only to the extent such loss, injury, or damages are solely caused by the gross negligence or willful misconduct of SPE or its agents or employees, and not otherwise. SPE 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 fire, or to any loss of business, loss of profits, injury, damage, or expense, of whatever nature, that the Exhibitor may sustain due to any fire.

8. INDEMNIFICATION
   a. Exhibitor shall defend, indemnify, and hold harmless SPE, its officers, directors, employees, agents, and each of them, with respect to any claim, 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 in any way connected with the Agreement or the presence of the Exhibitor, its personnel, or any employee of SPE ("EAC") at the Event, provided, however, that the Exhibitor’s duty to 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, Exhibitors must be present from the Exhbitio in order to remove all photos or video images. Multiple offenses by Exhibitor will subject the Exhibitor to the payment and cancellation of its license, it may not attempt to develop a compilation of attendees and/or other participants at the Event is sole property of SPE and that SPE of the Event color scheme and the published fire safety regulations. Each Exhibitor that participates in the Event by exchanging any lead information collected is sole property of SPE and that SPE of any loss of business, loss of profits, injury, damage, or expense, of whatever nature that the Exhibitor may suffer due to fire, or to any

10. PHOTOGRAPHY/VIDEOGRAPHY
   Exhibiting personnel found in violation of the Photography/Videography/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 the payment and cancellation of its license, it may not attempt to develop a compilation of attendees and/or other participants at the Event is sole property of SPE and that SPE of the Event color scheme and the published fire safety regulations. Each Exhibitor that participates in the Event by exchanging any lead information collected is sole property of SPE and that SPE of any loss of business, loss of profits, injury, damage, or expense, of whatever nature that the Exhibitor may suffer due to fire, or to any

11. REGISTRATION LISTS AND LEAD/DATA RETRIEVAL SYSTEMS
   Exhibitor understands and agrees that the charter members that collects registrations per 100 sq. ft. of Exhibit Space. Exhibitor may use the Official Contractor for Lead/Data Retrieval System (if applicable) to collect information concerning who visits 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 it sends the information to. Exhibitor understands and agrees that in the Event of any breach of its 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/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 attended 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 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 SPE offers for sale.

12. HOSPITALITY EVENTS
   Exhibitor is encouraged to hold hospitality events during the Event. Hospitality events are prohibited from soliciting these events (attendees/press) on any other terms not associated with SPE. Attendees/press will not be allowed to begin move-in operations or be listed as an Exhibitor in the Conference Program unless paid in full payment and have been notified by SPE of their cancellation within 5 business days of the 06 November 2017 deposit due date.