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 equipment and services, Exhibitors agree to 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 (i) display such products in such a 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 from the Event if 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 OTC’s control in a reasonable manner, but not limited to, casualty, explosion, fire, lightning, utility interruption, flood, war, 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; (vi) determine whether an Exhibitor has violated any Exhibit Regulations or other Event 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 6 July 2018 need not be accompanied by a deposit. 50% deposit must be submitted to OTC on or before 6 July 2018.

c. 50% Deposit. Agreements received between 6 July 2018 and 10 January 2019 must be accompanied by a minimum 50% deposit. Exhibitors are responsible for the 50% deposit on 6 July 2018. Exhibitors who have not paid their 50% deposit by 6 July 2019 and have not notified SPE of their cancellation within 5 business days of the 06 July 2018 deposit due date will have their Exhibit Space cancelled and reassignment at the discretion of OTC on the 5th day. After that time period cancellations of Exhibit Space will be with all deposit amounts due and payable.

d. Full Payment. Agreements received 11 January 2019 or after must include full payment for the size and number of booths reserved.

3. FLOOR PLAN OR SPACE ASSIGNMENT
a. The Event is held in the Exhibit Hall, portions of which are rented from NRG Park and NRSC. The Society of Petroleum Engineers (SPE) and the Organizing Committee, in their sole discretion, reserve the right to change the space previously assigned to an Exhibitor and/or other participants at the Event. Exhibitors may not be obligated to accept the space and/or the space and/or conditions rendered by the Organizing Committee. OTC reserves the right to cancel and reassign any Exhibit Space for which an invoice for any OTC event remains unpaid for more than thirty (30) days after invoice due date.

b. If Exhibitor cancels prior to 6 July 2018, the Exhibitor will receive a refund. If an Exhibitor who has submitted an Agreement after 6 July 2018 cancels between time of Agreement and seven (7) days after initial space assignment date, the Exhibitor will receive a refund.

c. Exhibitors who have not paid 50% deposit by 6 July 2018 and have not notified SPE of their cancellation within 5 business days of the 06 July 2018 deposit due date will have their Exhibit Space cancelled and reassignment at the discretion of OTC. After that time period cancellations of Exhibit Space will be with all deposit amounts due and payable.

d. If Exhibitor cancels/reduces, in writing and acknowledged by OTC, between 6 July 2018 and 10 January 2019 Exhibitor will be assessed a cancellation penalty equal to 50% of the total cost of canceled/returned Exhibit Space.

4. CANCELLATION
a. Should an Exhibitor cancel from the Event, the following shall apply:

1. Exhibitor representative signs a release and cancellation schedule, even if that representative is no longer employed by Exhibitor. If Exhibitor cancels participation with money due, the outstanding funds will be upon cancellation.

b. If Exhibitor cancels prior to 6 July 2018, the Exhibitor will receive a full refund. If an Exhibitor who has submitted an Agreement after 6 July 2018 cancels between time of Agreement and seven (7) days after initial space assignment date, the Exhibitor will receive a refund.

c. Exhibitors who have not paid 50% deposit by 6 July 2018 and have not notified SPE of their cancellation within 5 business days of the 06 July 2018 deposit due date will have their Exhibit Space cancelled and reassignment 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. If Exhibit Space rental fee.

5. INSURANCE
a. 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 rail) and an identification sign (44X44 inches) will be furnished. This Agreement will be provided to all indoor linear Exhibit Space.

b. Any additional draping used must comply with Event color scheme and the published fire safety regulations.

c. Drayage: Crated shipments, machinery or equipment delivered to NRSC Park 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, and crate storage in designated areas. Exhibitor is responsible for re-putting back crate, crate removal and reloading.

d. Outdoor Exhibit Space fees include rental and freight handling as described above. No other equipment or service is included.

e. Nightly vacationing of the exhibit Floor is included in Exhibit Space rates for indoor space only. (Exception: If 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.

f. Five Complimentary Exhibitor Registrations per 100 square feet of Exhibit Space will be allotted to each contracted Exhibitor for purpose of registering booth personnel.

g. Discounted Exhibitor Registration rates for additional booth personnel.

h. Exhibitor listing in official Conference Program.

i. OTC will carpet all major aisles of indoor exhibit halls.

7. LIMITATION OF LIABILITY
Indemnities may be held liable for loss, injury, or damages sustained by Exhibitor or Exhibitor’s personnel (i.e., employees, agents, and employees of, and representatives of, Exhibitor), as a result of any act or omission by Exhibitor or any person, firm, or corporation, including agents and employees, and their respective successors and assigns, and each of them, for the facility and the Event; and (vii) determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

8. INDEMNIFICATION
Exhibitor shall defend, indemnify, and hold harmless Indemnities with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys’ fees) ("Claims") which Indemnities may suffer or be subject to, and which are in any way connected with the Event or arrangement which by their nature should survive termination will survive, including without limitation, accrued rights to payment, indemnity, limitation of liability and/or other obligations of Exhibitor, its employees, agents, and employees of, and representatives of, Exhibitor) and/or other participants at the Event or in the possession of Exhibitor, its employees, agents, and employees, and their respective successors and assigns.

9. EXHIBITOR SERVICES
To ensure the configuration of a smooth installation, dismantling and operation during the Event, OTC Official Contractors will be appointed. All 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 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 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
Photographer/personnel found in violation of the Photography/Videography/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.

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/or other obligations of Exhibitor, its employees, agents, and employees, and their respective successors and assigns.

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.

12. 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 (i) 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.