

2026 SPE Annual Technical Conference & Exhibition
George R. Brown Convention Center, Houston, TX

1. PROVISIONS

1.1 Authority and Qualification

The individual signing this Agreement represents and warrants that:

- (i) they have the authority to bind the Exhibitor contractually, and
- (ii) all products and services brought to the Event qualify for exhibition.

SPE reserves the right, in its sole discretion, to determine whether a product qualifies. If a product does not qualify, SPE may cancel the Exhibit Space and this Agreement without refund or liability to the Exhibitor.

1.2 Agreement

These provisions, the additional provisions attached hereto, any Exhibit Regulations, and the Exhibitor Services Manual guidelines — including subsequent additions and amendments — are part of this Agreement and binding upon the Exhibitor, its employees, and agents upon acceptance by SPE.

All matters not specifically addressed herein or in the Exhibit Regulations are subject to the sole discretion of SPE and may be amended at any time by SPE for the overall best interest of the Event and, upon notice thereof, shall be binding on Exhibitor equally with the other provisions in this Agreement.

2. ITEMS INCLUDED IN EXHIBIT BOOTH SPACE COST

- Standard booth draping (8-ft high drape back wall and 3-ft side rails) and identification sign (11 in x 17 in) listing Exhibitor name and booth number will be provided to all linear booths. Any additional draping used must comply with the Event color scheme and the published fire safety regulations.
- Five (5) complimentary Exhibitor Registrations per 100 sq. ft. of Exhibit Space will be allotted to each contracted Exhibitor for the purpose of registering booth personnel.
- 20 Complimentary Guest Invites to distribute to your partners and customers.
- Exhibitor Listing in Onsite Event Dashboard: a digital guide for attendees, featuring live updates, program information, exhibitor listings and floorplan.
- Access to the Conference Proceedings will be given to the primary contact after the Event.
- 24-hour booth security.

Note: Nightly vacuuming and drayage/material handling fees are **not included**.

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3. CONTRACTED PAYMENT TERMS

3.1 Deposit

- A 50% deposit is due with the signed Agreement for contracts received up to **17 May 2026. Agreements submitted without payment will not be assigned.**
- A 100% payment is due with the signed Agreement for contracts received **18 May 2026 or after. Agreements submitted without payment will not be assigned.**

3.2 Balance

The remaining **100% balance** is due on or before **18 May 2026**.

3.3 Full Payment

Exhibitors who are not fully paid by **18 May 2026** will be removed from the show floor and barred from move-in or digital Event Dashboard listings.

4. EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT

4.1 Exhibit Space Assignments

Exhibit Space is assigned using the ATCE Priority Point System, then on a first-come, first-served basis. Assignments are for the current Event only and do not guarantee future Events. Upon assignment, Exhibitors will receive a Booth Confirmation Notice. Space is deemed accepted unless otherwise communicated in writing to SPE.

4.2 Changes to Floor Plan or Assignment

SPE may modify the floor plan or relocate Exhibitors before or during the Event at its sole discretion without prior notice.

5. ASSIGNMENT; SUBLETTING SPACE

Exhibitors may not assign, sublet, or permit another party to occupy any part of their Exhibit Space without **prior written consent from SPE**. Only products manufactured, represented, or distributed by the Exhibitor may be displayed.

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6. CANCELLATIONS/SPACE REDUCTION

6.1 Cancellation Requests

All cancellations must be in writing and receipt confirmed by an SPE Sales or Exhibits representative. **Verbal or assumed cancellations will not be accepted.** Unpaid cancellation fees prevent participation in future SPE events. **A USD 300 administrative fee applies to all refund requests.**

6.2 Right Not to Assign Space – Unpaid Invoices

SPE may withhold assignment of any Exhibit Space if any invoice for any SPE event is unpaid more than 30 days after the invoice due date.

6.3 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 SPE.

6.4 Cancellation Penalties

- **On or before 16 March 2026:** A full refund will be issued.
- **Prior to 18 May 2026:** Exhibitor will be assessed a cancellation penalty equal to **50%** of the total cost of cancelled/returned Exhibit Space.
- **Beginning 18 May 2026:** Exhibitor will be assessed a cancellation penalty equal to **100%** of the total cost of cancelled/returned Exhibit Space. Any outstanding balance due, Exhibitor will remain responsible for the entire balance due, plus reasonable attorney fees incurred for collection. Exhibitors will not be permitted to participate in future SPE events until all outstanding balances are paid in full.
- **No refunds will be issued after 18 May 2026.**
- No cancellation shall be acknowledged unless received in writing and acknowledged by SPE. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, SPE has the right to resell the Exhibit Space vacated.

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6.5 Event Ruling

If the 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, SPE reserves the right to consider the Exhibit Space to be cancelled and vacated. All requests for installations beyond the published completion deadline must be submitted to and acknowledged by SPE in writing. Approval of late installation requests is at the discretion of SPE.

Should SPE not be notified in writing, SPE reserves the right to resell the cancelled Exhibit Space, and the contract will be cancelled with all outstanding balances still due.

6.6 Administrative Fee

- **USD 300 administrative fee applies to all refund requests.**
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7. CHARACTER; RESERVATION OF RIGHTS

7.1 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 Exhibitors agree 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.

7.2 SPE Rights

SPE reserves the right, at its sole discretion, to:

- Determine eligibility of Exhibitors, exhibits, and products displayed for the Event.
- Reject, prohibit, or remove exhibits or Exhibitors which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other exhibitors, or event attendees
- Change or modify the Event layout or relocate exhibits as needed without prior notice.
- Cancel, in whole or in part, the Event due to an event beyond the reasonable control of SPE—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") (see Section 7S.3).

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- Change, within reasonable limits, the date, location, and duration of the Event; without any liability to SPE.
- From time to time to establish and amend or modify any regulations governing use of the facility and the Event.
- Determine violations of Exhibit Regulations or other Event rules.

7.3 FORCE MAJEURE

The performance of this Agreement by either party is subject to any act, event or occurrence beyond the reasonable control of the parties, including but not limited to, acts of God, terrorism, war (whether declared or otherwise), forces of nature, action or inaction by a government agency, government regulations or advisories, disaster, threatened or actual strikes, civil disorders, curtailment of transportation facilities, political or social disturbance or outbreaks of Public Health Emergency of International Concern (PHEI), disease, epidemics, or pandemics, including but not limited to those declared by the World Health Organization or CDC where the Event is located (“Force Majeure Event”) that would make the Event impossible, illegal, commercially impractical or ill-advised. This Agreement may be terminated without penalty for any Force Majeure Event by written notice from one party to the other.

8. INSURANCE REQUIREMENTS

Exhibitor shall, at its own expense, secure and maintain insurance for the entire duration of the Event (move-in through move-out), the insurance listed below. All such insurance shall be primary of any other valid and collectible insurance of Exhibitor and shall be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with Exhibitor’s obligations under this paragraph.

Comprehensive General Liability insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, combined single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products, and liquor liability (if applicable). Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$1,000,000 each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired vehicles, including loading, and unloading operators.

The Exhibitors comprehensive General Liability and Auto Liability insurance policies shall name as additional insureds (i) Society of Petroleum Engineers, and each of its direct and indirect subsidiaries and other affiliates and (ii) the Event Facility (with no limitations). **Exhibitor’s Workers Compensation and Occupational Disease insurance will be in full compliance with all federal and state laws, covering all Exhibitor’s employees engaged in the performance of any work for the Exhibitor. All property of the Exhibitor is understood to remain in its custody and control in transit to, during the Event, and from the confines of the hall.**

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If requested, copies of additional insured endorsements, primary coverage endorsements and complete copies of policies satisfactory to SPE, shall be promptly furnished to SPE. Certified copies of the Certificates of Insurance or policies shall provide that they may not be cancelled without 30 days' advance written notice to SPE. The Exhibitor shall obtain a waiver of subrogation from the carrier of each policy described above and the carrier of each other policy that provides fire, explosion or any other risk coverage insuring the Exhibitor's property, in each case releasing in full such carrier's subrogation rights. While Exhibitors are required to have insurance coverage, proof of said coverage is not required.

9. LIMITATION OF LIABILITY

SPE may be held liable for loss, injury, or damage 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 Event cancellation because of a Force Majeure Event or other conditions that render the Event impracticable in SPE's sole determination. 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.

10. 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.

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11. EXHIBITOR SERVICES

To ensure the configuration of a smooth installation, dismantling, and operation during the Exhibition, 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, the 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 Event Official Contractors list.

12. 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 Event and to have their photography equipment or devices confiscated to remove all photos or video images. Multiple offenses by the Exhibitor will subject the Exhibitor to having their staff being removed from the Event. This will also cause the Exhibitor to lose priority points (if applicable), including and up to losing the ability to exhibit at future SPE events.

13. REGISTRATION LISTS AND LEAD/DATA RETRIEVAL

The exhibitor understands and agrees that in exchange for its payment, it will receive solely the right to use the Exhibit Space. Exhibitors may use the Official Contractor for Lead/Data Retrieval System (if applicable) to collect information regarding people 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/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.

14. HOSPITALITY EVENTS

Exhibitors are encouraged to hold hospitality events during the conference. However, Exhibitor is prohibited from holding these events (whether on-site or off-site) during official hours or conference events. Official events include all activities listed on the schedule of events. A complete listing of the official events is provided in the Exhibitor Services Manual.

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15. GENERAL PROVISIONS

1. 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 the agreement.
2. 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.
3. 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.
4. 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 the Agreement.