

1. CHARACTER

- a. The Virtual Event is undertaken primarily for the technical education of participants. To provide the best possible atmosphere to discuss the technical application of the equipment and services displayed, each exhibitor agrees as follows:
- b. To exhibit only products of their own manufacture, represents or distributes comprising materials, equipment, apparatus, systems, services, and other component products applicable to advancing the engineering and scientific knowledge and development/refining of energy and environmental resources; and
- c. To exhibit such products or services in a tasteful manner so as to describe and depict the advantages of using such products or services.

2. RESERVATION OF RIGHTS

- d. SPE reserves the right, in its sole and unfettered discretion, to without any liability to SPE, its respective officers, directors, employees, agents, and each of them; determine the eligibility of Exhibitors, exhibits, and products displayed for the Virtual Event;
- e. reject, prohibit, or remove exhibits or Exhibitors which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other Exhibitors, or participants;
- f. change or modify the layout of the Virtual Event and/or relocate exhibits or Exhibitors;
- g. cancel, in whole or in part, the Virtual Event due to any act, event or occurrence beyond the reasonable control of SPE making it impossible, illegal or commercially impracticable to perform its obligation under this Contract - including, but not limited acts of God, terrorism, war (whether declared or otherwise), riots, forces of nature, unforeseen technological disruption, action or inaction by a government agency, government regulations or advisories, disaster, threatened or actual strikes, civil disorders, , political or social disturbance, or a Public Health Emergency of International Concern, outbreaks of disease, epidemics, or pandemics, including but not limited to those declared by the World Health Organization ("Force Majeure Event");
- h. change, within reasonable limits, the date, time, virtual event platform/facility, and duration of the Virtual Event;
- i. from time to time to establish and amend or modify any regulations governing use of the virtual event platform/facility and the Virtual Event; and determine whether an Exhibitor has violated any Exhibit Regulations or other Exhibit rules.

3. PAYMENT TERMS

- a. Upon receipt of the Contract, an invoice will be issued to the Exhibitor. The exhibit package will only be secured upon submittal of the Contract and payment of required deposit.
 - i. No Deposit. Companies that have not made any payments will be required to pay in full by 21 September 2020 to participate and receive platform login.
 - ii. Final Payment (100%). Companies that have supplied payments are required to make full payments by 21 Septemehr 2020. If the virtual selection made by a company is less than company payments already received, company may determine to add services, increase their virtual selection, or elect to receive a refund based on the balance of overpayment.
- b. SPE reserves the right to cancel and/or reassign any exhibit space for which an invoice remains unpaid for more than thirty (30) days after invoice date. No exhibitor will receive a platform login or be allowed to design and upload materials until full payment and a duly executed Contract have been received by SPE.

4. CANCELLATION

- a. Cancellation must be notified in writing to SPE. The date upon which the notice of cancellation is received shall apply as the official date of cancellation.
- b. In the event of cancellation by the Exhibitor, SPE shall have the right to impose cancellation penalty as following:
 - a. If cancelled prior to 21 September 2020, company will receive 100% refund.
 - b. If cancelled after making the virtual booth selection, the cancellation penalty will be 100% of the total exhibit package costs.
- c. After exhibit package has been confirmed and accepted, a change of exhibit package can result in repositioning at SPE's discretion.
- d. If notification is not made in writing, SPE reserves the right to resell the exhibit package and the Contract will become null and void.

5. ASSIGNMENT/SUBLET

Exhibitor shall not assign, sublet or appoint the whole or any part of the exhibit package 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 business except with prior written consent from SPE.

6. VIRTUAL EXHIBIT BOOTH

It is the responsibility of the Exhibitor to adhere to the exhibiting company branding, advertisement and/or exhibit digital materials specification information and submission deadlines provided.

- a. Exhibition booth must be manned by a representative during all times when the Virtual Event is officially live in the virtual event platform.
- b. SPE reserves the right to prohibit any Exhibit or part thereof that in their opinion violates this Contract or that is in other ways not suitable to and in keeping with the technical educational character and spirit of the Virtual Event.
- c. SPE shall be responsible for the control of the virtual event platform. Exhibitors are responsible for the supervision of their exhibition booth. The decision of SPE is final and decisive on any questions not covered in the foregoing terms and conditions.

7. LIMITATION OF LIABILITY

SPE shall not be responsible for any loss of business, loss of profits, damage or expense or whatever nature that the Exhibitor may suffer due to Virtual Event cancellation as a result of a Force Majeure Event or other conditions that render the Virtual Event impracticable in SPE's sole determination. In no event will SPE's liability exceed the amount paid to SPE by the Exhibitor under this Contract. Under no circumstances will SPE be liable to the 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 Contract, including but not limited to, the exercise by SPE of any of its rights under this Contract.

8. 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 any legal costs) ("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 Contract or the presence of the Exhibitor or the Exhibitor's personnel at the Virtual 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 wilful misconduct of SPE, its agents or employees. The terms of this provision shall survive the termination or expiration of this Contract.

9. EXHIBITOR SERVICES

To ensure the continuation of smooth installation, and operation during the Virtual Event, a complete information and checklist will be provided in the Exhibitor Services Manual ("ESM").

This manual includes information integral to participation at the Virtual Event, including, but not limited to additional exhibit rules and regulations, operational schedule, checklist, order forms, registration, exhibit display rules, etc.

10. AMENDMENTS

Any and all matters and questions not specifically covered by the Terms and Conditions in this Contract shall be subject to the decision of SPE and may be amended at any time by SPE in the overall best interest of the exhibition and notice thereof shall be binding on the Exhibitors equally with the foregoing in this Contract.

11. PRIVACY POLICY

SPE cares about the protection of participant personal information. SPE's Privacy Policy describes participant rights and choices regarding the personal information that they provide to SPE.

SPE's Privacy Policy describes the practices regarding how SPE, through its affiliated corporate entities, collects, uses, discloses, or transfers the personal information that participants share with SPE or that SPE collect about participants when they attend one of SPE events, or visit SPE websites, or use SPE mobile applications. SPE complies with applicable privacy laws, including GDPR, in collecting and processing Exhibitors' data. Exhibitors have control over how much of their personal data is shown to other participants for networking purposes. Exhibitors can manage the data in their personal profile, which can be found at by logging in and going to Settings / Your Profile. The virtual event platform, Freeman Online Event Pro, processes the data attributed to this Virtual Event on behalf of SPE.

SPE collects and processes data for the purposes of fulfilling participant's registration order, analyzing how this site performs and is used, and marketing for future related SPE events. All Exhibitors maintain the right of erasure and can withdraw their consent at any time. Please visit SPE website at <http://www.SPEnet.org/privacy-policy> for further details on SPE's Privacy Policy.

SPE reserves the right to amend the SPE Privacy Policy at any time and will place the latest version on SPE website.

12. GOVERNING LAW AND JURISDICTION

This Contract will be construed and enforced in accordance with the laws of the State of Texas. All disputes arising out of or in connection with this Contract shall be referred to exclusive jurisdiction to the federal and state courts of Collin County, Texas.

13. CODE OF CONDUCT

SPE is committed to providing a professional, friendly and safe environment for all participants at its events, regardless of gender, sexual orientation, disability, race, ethnicity, religion, national origin or other protected class.

- a. This code of conduct outlines the SPE expectations for all participants, including attendees, speakers, vendors, media, exhibitors, sponsors and volunteers. Cooperation is expected from everyone, and SPE will actively enforce this code throughout this Virtual Event.
- b. Participants will be provided with personalized credentials allowing them access to the virtual event. These credentials are personal and non-transferable. Non-registered individuals and minors will not be able to access the virtual event, unless upon prior agreement with SPE.
- c. SPE expects all event participants to help ensure a safe and positive experience for everyone. Unacceptable behavior will not be tolerated during any portion of a meeting or event. Unacceptable behavior includes but is not limited to:
 - i. Intimidating, harassing, abusive, discriminatory, derogatory or demeaning speech or actions.
 - ii. Harmful or prejudicial verbal or written comments or visual images related to gender, sexual orientation, race, religion, disability or other personal characteristics, including those protected by law.
 - iii. Inappropriate contact including via electronic communications.
 - iv. The production or non-consensual sharing of harassing non-consensual photography or unwanted recording, including nudity and/or sexual images in virtual event (in any format, electronic or otherwise).
 - v. Real or implied threat of professional or financial damage or harm.
 - vi. Inappropriate and sustained disruption of sessions, meetings and/or events.
 - vii. Photographing, video or audio recording of slides, oral or presentations without prior written permission from SPE.
 - viii. Violating the rules and regulations of the virtual event platform, Freeman Online Event Pro.
 - ix. Cybercrime and dubious online practices include but not limited to phishing, spamming, spoofing and cyberstalking.
 - x. Inappropriate self-presentation or attire. Business casual dress code is preferred.
- d. Reporting of harassment and disruptive behaviors can be made to SupportCenter@spe.org
- e. Consequences of misconduct may include:
 - i. Immediate removal from meetings and/or events without warning.
 - ii. Restrictions from future SPE events.
 - iii. Revoking SPE membership

14. COPYRIGHT

All content contained within the SPE events is copyrighted either by SPE or other providers and its capture in any format, use and/or reproduction outside the portal is strictly prohibited without express permission from the content owner(s).