



## SPE Virtual Hydraulic Fracturing Technology Conference Sponsorship Contract Terms & Conditions \* 4 - 6 May 2021

### PROVISIONS:

**A. Authority and Qualification.** The individual signing this Agreement agrees and warrants that (i) he/she has the authority to bind contractually the Exhibitor and/or Sponsor applying for Exhibit Space and/or Sponsorship and (ii) the product and services brought to be exhibited qualifies for the Event. If SPE, at any time, determines, in its sole discretion, that the product does not qualify for the Event, SPE can cancel the Exhibit Space and or/Sponsorship and Agreement without any refunds and liability to Exhibitor and/or Sponsor.

**B. Agreement.** These provisions, the additional provisions attached hereto, any Exhibit and/or Sponsorship Regulations, guidelines, including any additions and amendments thereto that may hereafter be established by SPE, are part of this Agreement and become binding upon Exhibitor and/or Sponsor, its employees and agents, upon acceptance of this Agreement by SPE. Any and all matters and questions not specifically covered by the provisions in this Agreement or in the official Exhibit and/or Sponsor Regulations shall be subject to the sole discretion of SPE and may be amended at any time by SPE in the overall best interest of the Event and, upon notice thereof, shall be binding on Exhibitor and/or Sponsor equally with the other provisions in this Agreement.

### CHARACTER; RESERVATION OF RIGHTS

**Character.** The Event is undertaken by SPE 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 and/or Sponsor 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.

**SPE Rights.** SPE reserves the right, in its sole and unfettered discretion, to: (i) determine the eligibility of Exhibitors and/or Sponsors, and products displayed for the Event; (ii) reject, prohibit, or remove exhibits/sponsorship or Exhibitors/Sponsors which SPE considers objectionable, inappropriate, disruptive, or offensive to SPE, other Exhibitors/Sponsors, or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits and/or sponsor or Exhibitors/Sponsorships; (iv) cancel, in whole or in part, the Event due to an event beyond the reasonable control of SPE; (v) change, in SPE's sole discretion, the date, location, duration, and the nature of the physical or virtual of Event; without any liability to SPE. SPE, 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/Sponsor has violated any Exhibit/Sponsorship Regulations or other Exhibit/Sponsor rules.

**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.

**Changes to Virtual Platform/Exhibit Floor Plan or Exhibit Space Assignment.** SPE reserves the right to change the floor plan design at any time and without notice. SPE 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 SPE in its sole discretion.

### ASSIGNMENT; SUBLETTING SPACE/SPONSORSHIP

Exhibitor/Sponsor shall not assign, sublet, or appoint the whole or any part of the Exhibit Space/Sponsorship allotted to them, nor permit any other person or party to exhibit/sponsor therein, any other goods, apparatus, etc., not manufactured or distributed by the Exhibitor/Sponsor in the regular course of its business except upon prior written consent of SPE.



## SPE Virtual Hydraulic Fracturing Technology Conference Sponsorship Contract Terms & Conditions \* 4 - 6 May 2021

### PAYMENT/CANCELLATIONS/SPACE REDUCTION

Right Not to Assign Exhibit Space and/or Sponsorship – Unpaid Invoices. No Deposit. SPE reserves the right not to assign any Exhibit Space and/or Sponsorship for which an invoice for any SPE event remains unpaid.

**Full Payment** 100% payment is due with the sponsorship contract. Agreements received 12 April 2021 or after must include 100% payment for the size booth requested/sponsorship. Agreements received without required payment **will not** be processed nor Exhibit Space and/or sponsorship confirmed. Exhibitors/Sponsors who are not paid in full by 12 April 2021 are subject to removal from the floor plan/virtual platform without refund. SPE reserves the right to cancel and reassign any Exhibit Space/Sponsorship for which an invoice remains unpaid after invoice due date.

**Cancellation/Space Reduction** Should an Exhibitor/Sponsor cancel from or reduce space at the Event, the following shall apply:

Exhibitor/Sponsor representative signature binds the Exhibitor/Sponsor to the payment and cancellation schedule, even if that representative is no longer employed by Exhibitor/Sponsor. If Exhibitor/Sponsor cancels participation with money due, the outstanding funds will be due upon cancellation.

An Exhibitor/Sponsor that is unable to participate in 2021 SPE HFTC may defer received payments to 2022 SPE HFTC by April 12, 2021. If Exhibitor/Sponsor defers payments to 2022 SPE HFTC and subsequently cancels 2022 participation, no refunds will be provided by SPE. All payments deferred from 2021 to 2022 are final and will be forfeited at 100% should Exhibitor/Sponsor cancel. No deferrals and no refunds from prior year deferrals will be allowed after 12 April 2021. No exceptions will be made.

If an Exhibitor/Sponsor who has submitted an Agreement and has been assigned exhibit booth space/sponsorship requests a cancellation prior to 12 April, 2021, 50% of booth space cost and/or sponsorship will be withheld by SPE (and 50% will be returned to Exhibitor/Sponsor if paid full). If Exhibitor/Sponsor has an outstanding balance due, Exhibitor/Sponsor will not be permitted to participate in future SPE events until all outstanding balances are collected by SPE.

If Exhibitor/Sponsor cancels/reduces exhibit space/sponsorship in writing and is acknowledged by SPE, after 12 April 2021, Exhibitor/Sponsor will be assessed a cancellation penalty equal to 100% of the total cost of cancelled/returned Exhibit Space/sponsorship. If Exhibitor/sponsor cancels/reduces 12 April 2021 or after with an outstanding balance due, Exhibitor/sponsor will not be permitted to participate in future SPE events until all outstanding balances are collected by SPE.

No refunds will be processed after 12 April 2021. No cancellations 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/sponsor notification of cancellation, SPE has the right to resell the space and/or sponsorship vacated.

**Event Ruling:** If Exhibitor /Sponsor fails to utilize the Exhibit Space/Sponsorship and/or the Exhibit Space/Sponsorship is vacant at the time of the published deadline for completion of installation, SPE reserves the right to consider the Exhibit Space/Sponsorship to be canceled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to and acknowledged by SPE in writing. Approval of late installation requests are at the sole discretion of SPE. Should SPE not be notified in writing, SPE reserves the right to resell the canceled Exhibit Space/Sponsorship and the Agreement will be canceled with all outstanding balances still due and owed to SPE and the Exhibitor/Sponsor will not be permitted to participate in future SPE events.



## **SPE Virtual Hydraulic Fracturing Technology Conference Sponsorship Contract Terms & Conditions \* 4 - 6 May 2021**

### **INSURANCE.**

(A) 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, \$1,000,000 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); and Automobile Liability insurance (required if bringing automobiles into the show venue) with limits not less than \$500,000 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 Exhibitor's Comprehensive General Liability and Automobile 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. 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 canceled without 30 days advance written notice to SPE. The Exhibitor/Sponsor 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.

By signing this Agreement, Exhibitor/Sponsor agrees that these terms apply to the virtual Event. If SPE decides in its sole discretion to (i) change any element of or cancel in whole or part, the virtual Event, Sponsor agrees this Agreement remains in full force and effect with respect to the virtual Event.

### **VIRTUAL COMPANY PROFILE**

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

(B) Exhibiting/Sponsoring company should have a company representative available while SPE is officially live on the virtual event platform.

(C) SPE reserves the right to prohibit any profile, whole or part thereof that in its opinion violates this Agreement or that is in other ways not suitable to and in keeping with the technical educational character, spirit of the Virtual Event as defined in the SPE Exhibit/Sponsorship Regulations.

(D) SPE shall be responsible for the control of the virtual event platform. Exhibitors/Sponsors are responsible for the supervision of and the information provided within their Virtual Company Profile. The decision of SPE is final and decisive on any questions not covered in the foregoing terms and conditions.

(E) The basic virtual profile for the Exhibitor/Sponsor will include the ability to provide the company logo, branding of the company within its virtual profile, upload documents or collateral materials, provide company URL of choice, links to company website and/or social media outlets, complimentary virtual registrations, appointment setting, and lead retrieval for those attendees interacting with virtual company profile.

### **LIMITATION OF LIABILITY**

SPE, its affiliates, officers, employees and agents ("Indemnities") may be held liable for loss, injury, or damages sustained by Exhibitor/Sponsor or Exhibitor's/Sponsor's personnel (i.e., Exhibitor's/Sponsor'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 Indemnities, and not otherwise. Indemnities shall not be responsible for any loss of business, loss of profits, injury, damage, or expense, of whatever nature that the Exhibitor/Sponsor may suffer due to Event cancellation. Under no circumstances will Indemnities be liable to Exhibitor/Sponsor 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.

### **INDEMNIFICATION**

Exhibitor/Sponsor 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 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 Indemnities. The terms of this provision shall survive the termination or expiration of this Agreement.



## **SPE Virtual Hydraulic Fracturing Technology Conference Sponsorship Contract Terms & Conditions \* 4 - 6 May 2021**

### **REGISTRATION LISTS AND LEAD/DATA RETRIEVAL SYSTEMS**

Exhibitor/Sponsor understands and agrees that in exchange for its payment, it will receive solely the right to use the Exhibit Space/Sponsorship. Exhibitor/Sponsor may use the Official Contractor for Lead/Data Retrieval System to collect information regarding persons who visit its Exhibit Space/Sponsorships. The information collected with the Lead/Data Retrieval System or purchased/rented Registration Lists however, is for the sole use of the Exhibitor/Sponsor (or its' agent) that collects/rents it. Exhibitor/Sponsor understands and agrees that (i) under the terms of this agreement, 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 SPE and (ii) the compilation of the attendees and/or other participants of the Event is sole property of SPE and that SPE offers that compilation for sale. Exhibitor/Sponsor 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 SPE offers for sale.

### **PHOTOGRAPHY/VIDEOGRAPHY**

Exhibiting/Sponsoring personnel found in violation of the Photography/Video/Audio Recording Regulations specified in the Exhibitor Services Manual are subject to removal from SPE and to have their photography equipment or devices confiscated in order to remove all photos or video images. Multiple offenses by Exhibitor/Sponsor will subject the Exhibitor/Sponsor to having its staff being removed from the SPE event. This will also subject Exhibitor/Sponsor to losing priority points, including and up to losing the ability to exhibit at future SPE events.

### **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/Sponsors obligations as provided in the Agreement.
- 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.