GENERAL

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 the equipment and services displayed, each Exhibitor agrees to: (i) exhibit only products which in its opinion, fit the purposes associated with the Event; (ii) exhibit and present only 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.

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 which 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 the reasonable control of OTC—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 of public service authorities, riots, or civil disturbances (“Force Majeure Event”); (v) change, within reasonable limits, the date, location, and duration of the Event; (vi) within thirty (30) days after invitation to participate in the Event, and (vii) 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 — Paid 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 date
b. No Deposit. Agreements received prior to 8 July 2019 need not be accompanied by a deposit. 50% deposit must be submitted to OTC or before 8 July 2019.
 e. 50% deposit. Agreements received between 8 July 2019 and 13 January 2020 must be accompanied by a minimum 50% deposit. Exhibitors are responsible for the 50% deposit on 8 July 2019. Exhibitors who have not paid their 50% deposit by 8 July 2019 and have not notified OTC of their cancellation within 5 business days of the 8 July 2019 deposit due date will have their Exhibit Space cancelled and reassigned by OTC at the close of business on the 5th day. After that time period cancellations of all deposit amounts due and payable.

f. Full Payment. Agreements received 13 January 2020 or after must include full payment for the size booth requested. Agreements received without required payment will not be processed nor Exhibit Space confirmed. Exhibitors who are paid in full by 13 January 2020 will have one point deducted from their total floor space. OTC reserves the right to cancel and reassign any Exhibit Space for which an invoice remains unpaid after invoice due date. Exhibit will not be allowed to begin move-in operations or be listed as an Exhibitor in the Conference Program until full payment and a duly executed Agreement has been received by OTC.

3. REPRESENTATIONS AND WARRANTIES
a. The Exhibitor represents, warrants and covenants that: (i) the 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 OTC.

b. Cancellation. Should an Exhibitor cancel from the Event, the following shall apply:

1. Exhibitor representative signature binds the Exhibitor to the payment 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 due upon cancellation.

2. If Exhibitor cancels prior to 8 July 2019, 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 full refund.

3. Exhibitors who have not paid their 50% deposit by 8 July 2019 and have not notified SPE of their cancellation within 5 business days of the 8 July 2019 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.

4. If Exhibitor cancels/reduces, in writing and acknowledged by OTC, between 8 July 2019 and 13 January 2020, the Exhibitor will be assessed a cancellation penalty equal to 50% of the total cost of cancelled/returned Exhibit Space. If Exhibitor cancels/reduces 13 January 2020 or after with an outstanding balance due, Exhibitor loses ten (10) priority points and remains responsible for the entire balance due, plus reasonable attorney’s fees to collect. Exhibit will not be permitted to participate in future OTC events until all outstanding balances are collected.

5. No refunds will be processed after 8 July 2019 or after. No cancellations shall be acknowledged unless received in writing and acknowledged by OTC. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, OTC has the right to resell the space vacated.

6. Event Rules. If an Exhibitor fails to use the space and/or space remains vacant at the time of the published deadline for completion of installation, OTC reserves the right to consider the Exhibit Space to be cancelled and vacated. All requests for installations beyond the published installation completion deadline must be submitted to and acknowledged by OTC in writing. Approval of on-site installations at the discretion of OTC. OTC reserves the right to not be notified in writing, OTC reserves the right to resell the cancelled Exhibit Space and the contract will be cancelled with all outstanding balances still due.

3. EXHIBIT FLOOR PLAN OR SPACE ASSIGNMENT
a. Exhibit Space Assignment. Exhibit Space is assigned based on the OTC Priority Point System, then a first-come, first-served basis. OTC reserves the right to assign the space for the purpose of the Event and does not imply that the same or similar Exhibit Space will be held or offered for future Events. Upon official Exhibit Space assignment, Exhibitor will receive a Booth Confirmation Notice. Exhibit Space assigned shall be deemed accepted by Exhibitor unless reflected in writing to OTC.

b. Changes to Exhibit Floor Plan. OTC reserves the right to change the floor plan design at any time and without notice. OTC may also move Exhibit 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 OTC in its sole discretion.

4. ASSIGNMENT; SUBLETTING SPACE
Exhibitor shall not assign, sublet, or appoint the whole or any part of the Exhibit Space 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 his business except upon written consent of OTC.

5. INSURANCE
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 rails) and an identification sign (7x4 inch) listing Exhibitor name and booth number will be provided to all indoor linear Exhibit Space. Any additional draping used must comply with Event color scheme and the published fire safety regulations.

b. Drayage: Crated shipments, machinery or equipment delivered to MRG 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).

After Exhibition—truck unloading, delivery to booth, and crate storage

Outdoor Exhibit Space fees include rental and freight handling as described above. No other additional draping used must comply with Event color scheme and the published fire safety regulations.

7. NIGHTLY VACUUMING
Nightly vacuuming of the exhibit floor is included in Exhibit Space rates for indoor space only. (Exception: If Exhibitor’s Exhibit Space remains covered or cordoned off on Sunday morning, any vacuuming necessary for re-setting will be at the expense of the Exhibitor).

8. EXHIBITOR SERVICES
a. OTC offers for sale.

b. Multiple offenses by Exhibitor will subject the Exhibitor to a suspension or revocation of Exhibition privileges and/or other penalties as OTC determines.

9. EXHIBITOR SERVICES
To ensure the configuration of a smooth installation, dismantling and operation during the Event, OTC Official Contractors will be appointed. Although full-time employees of EACs, other than OTC, Official Contractors, may be authorized to gain access to exhibition areas, EACs 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 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 at the Event with third parties, 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 solely property of OTC and that OTC offers that compilation for sale. Exhibitor 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 OTC offers for sale.

11. PHOTOGRAPHY/VIDEOGRAPHY
Exhibiting personnel found in violation of the Photography/Videography 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.

12. 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 obligations as provided in Section 6.

b. Governing Law and Jurisdiction. This Agreement shall 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.