

ICE 2022 Space Agreement Terms and Conditions

Authorization and Qualification: This application and contract ("Contract") shall be binding upon its acceptance as set forth below. AAPG may cancel or terminate this Contract at any time if Lessee fails to abide by any provisions, terms or conditions of this Contract. The purpose of the Event is the advancement of the science, research and the profession of petroleum geosciences. AAPG may require any Lessee to provide descriptions of any product or service to be displayed and/or scientific evidence of its ability to perform the function for which it is intended. The appropriateness of a product or service to be displayed, or the adequacy of any scientific evidence submitted, and whether such product or service may be displayed, shall be determined by AAPG at their sole discretion. The individual signing this Contract warrants that the product sought to be exhibited qualifies for the exhibition. If AAPG later determine that such product in fact does not qualify for exhibition, AAPG can cancel the Contract without refunds.

Payment Terms: A deposit of 50% of the total cost of booth space as stated on page 1 must accompany this contract. Lessee understands and agrees that the remaining 50% will be due on or before 15 February 2022 to retain booth space. All contracts received after 15 February 2022 must be accompanied by full payment to obtain booth space. Lessee's failure to pay booth space fees shall not void Lessee's obligations under the Terms and Conditions of this Contract. Lessee owing balances to AAPG will not be permitted to exhibit.

Cancellation Terms: The signature of an Authorized Representative on this Contract binds the Exhibitor to this payment and cancellation schedule, even if the Authorized Representative is no longer employed by Exhibitor. If Exhibitor cancels participation with money due, the outstanding funds will be due immediately upon cancellation. A deposit equal to one half (50%) of the space rental fee is due when you sign this contract. This payment is non-refundable. A signed contract obligates the Exhibitor to pay the deposit. After 15 February 2022 the Exhibitor is obligated to pay 100% of the contracted amount. Defaults in payment may result in reassignment of space or cancellation. Cancellation fees will not be applied to any other past, current, or future charges incurred by Exhibitor and are non-transferrable. No cancellations shall be accepted unless received in writing and acknowledged by AAPG. The date upon which the notice of cancellation is received shall apply as the official date of cancellation. Upon Exhibitor notification of cancellation, AAPG retain the right to resell the vacated space with no further obligation to the Exhibitor. Upon cancellation, Exhibitor shall also forfeit all exhibitor privileges, including but not limited to: exhibitor full conference and booth staff badges; access to exclusive exhibitor meeting rooms and advertising opportunities, as well as removal of company listing from promotional materials and the Web site. If Exhibitor cancels/reduces space with an outstanding balance due, Exhibitor will not be permitted to participate in future ICE events until all outstanding balances are collected by AAPG.

Booth Space Reductions (multiples of 9m²): Exhibitor may reduce contracted booth space by giving notice in writing, with the date of receipt being the official recorded date, and subject to the following payments. Exhibitor reducing contracted booth space between contract signing and 15 February 2022 must pay 50% of the contract value of the returned space, the remaining 50% of which may be applied to the cost of the new space. Any overage will not be refunded. After 15 February 2022, any reduced space will be charged at 100% of the original contract price

Exhibit Floor Plan: Exhibition spaces are shown to scale on the exhibition floor plan ("Plan"). Each numbered space on the Plan is a separate display area and can be combined or subdivided only at AAPG's discretion. The Plan has been intentionally drawn to provide an appropriate mix of large and small display spaces throughout the hall. AAPG may change the configuration of all or any part of the Exhibition at any time.

Subletting Space: Lessee shall not assign, sublet or apportion any part of its booth space or have representatives, equipment or materials from other businesses in the space except with AAPG prior written approval.

Contractors: AAPG will appoint exclusive contractors for catering, electrical, plumbing, materials handling, rigging, cleaning, floor covering, telephone, Internet, floral, photography, and security. Lessee shall utilize ICE-appointed contractors for these services. Other services may be furnished by official contractors appointed by AAPG or, subject to the terms hereof, by other contractors. The Lessee may utilize contractors for services other than those listed above with AAPG prior written approval. The request to utilize Exhibitor-Appointed contractors (EAC) must be submitted to AAPG by Lessee not less than 30 days prior to the first general move-in date of the Exhibition. An EAC must qualify for approval in accordance with the procedures contained in the ESM and may perform services only for the booth space designated by Lessee. AAPG may withhold approval of an EAC for any reason at their sole discretion.

Exhibitor Services Manual: Lessee and its employees, agents, and contractors (including EAC's when engaged by Lessee) will comply with all rules and regulations of the Convention or Event Center with which Lessee is provided in the Exhibitor Services Manual (ESM). Approximately 90 days prior to the first general move-in date of the Exhibition, AAPG will make available to Lessee an ESM via e-mail or in other electronic media. The rules and regulations of the Convention or Event Center, including Union jurisdictions, where applicable, appearing in the ESM ("Additional Contract Provisions") are specifically made terms of this Contract. Lessee will, immediately after the ESM is made available, familiarize himself/ herself with the Additional Contract Provisions.

Photography: Lessee understands that general photographs of the Exhibition will be taken by AAPG and others authorized by AAPG for promotional purposes. Lessee authorizes without charge or cost, and has the authority to do so, the reproduction and use in any manner by AAPG and others authorized by AAPG of any trademarks, logos, or similar marks or designs owned, controlled or used by Lessee insofar as the same are included in such general promotional photographs.

Registration: Admittance to the Exhibition will be by Registration Badge only.

Instructions for registration are listed in the ESM. Children will be allowed in the Exhibition as follows: Under age 16 not allowed during set-up or teardown; under age 13 not allowed into any activities in the exhibition unless young enough or small enough to be confined in a stroller, backpack or front-pack; age 13 and older allowed during regular exhibition hours if properly registered and wearing badges.

Code-of-Conduct: Lessee personnel and/or hired booth representatives and attendees are required to dress and conduct themselves appropriate to and consistent with the professional and business-like purpose and climate of the show.

AAPG reserves the right to make a final determination regarding what is acceptable and may remove persons from the exhibition floor that are not in compliance. AAPG is dedicated to providing a harassment-free convention experience for everyone, regardless of gender, sexual orientation, disability, physical appearance, body size, race, or religion and does not tolerate harassment of convention participants in any form. All attendees, guests, speakers, exhibitors, organizers and volunteers are required to conform to the AAPG Code of Conduct found on the ICE webpage.

Indemnification and Insurance: Lessee shall be responsible for and shall defend, indemnify, and hold AAPG harmless from all liability, costs, and damages relating to acts and omissions of Lessee and its employees, agents, and contractors (including Exhibitor-Appointed Contractors when engaged by Lessee) associated with the Event, including without limitation damage to the exhibition hall. Neither AAPG nor the Convention Center's owner and operator shall have, and Lessee shall defend, indemnify, and hold AAPG and the Convention Center's owner and operator harmless from, (a) any liability for damage or loss to Lessee's property in the Convention Center and (b) any liability for injury or death to any individual associated with Lessee or any other individual, including without limitation guests and invitees of AAPG, the Convention Center's owner or operator, or Lessee, when such injury or death is in any way associated with the use or occupancy of the Convention Center by Lessee. The Lessee shall defend, indemnify and hold harmless AAPG, Sponsoring Organizations, appointed vendors, their respective officers, directors, employees, agents, and each of them (collectively "Indemnitees"), with respect to any claims, suits, damages, liabilities, losses, expenses, and costs (including attorneys' fees) which any of the Indemnitees may suffer or be subject to, and which are in any way connected with the Contract or the presence by the Lessee, Lessee's personnel or any Exhibitor Appointed Contractor; provided, however, that the Lessee's duty to indemnify, defend and hold harmless shall not extend to such claims, suits, damages, liabilities, losses, expenses, and costs (including any of the foregoing resulting from the Indemnitees' own negligence, including reasonable attorney fees) as are solely caused by the negligence or willful misconduct of the Indemnitees. The terms of this provision shall survive the termination or expiration of this Contract. Lessee shall, at its sole cost and expense, procure and maintain the liability insurance coverages set forth in the ESM Manual and provide certificates regarding such insurance as requested by AAPG.

Force Majeure: AAPG may suspend or terminate this Contract by written notice to Exhibitor without penalty in the event the convention center and/or other facilities become unavailable, or if it becomes inadvisable, illegal or impossible to hold IMAGE as scheduled due to any act, event, or occurrence beyond the reasonable control of AAPG, including but not limited to casualty, explosion, fire, utility interruption, flood, weather, pandemic, epidemic, hurricane, tornado, earthquake, blizzard, or other acts of God; any local, national or international law, ordinance, rule or regulation with a significant impact on domestic and /or international travel; acts of public enemies; strikes; riots; or civil disturbances.

Under no circumstance shall the organizer be responsible for any loss (including, but not limited to, any loss of business, loss of profits, injury, damage, or expense, of whatever nature) that Exhibitor may suffer due to Event cancellation because of a Force Majeure event. In the event the World Health Organization or any federal, state, or local government authority declares a pandemic or epidemic, or identifies an illness, disease, or other health condition of concern to the general public at large, including, but not limited to, the novel coronavirus disease (COVID-19) (each such threat an "Infection Risk"), Exhibitor acknowledges that employees, independent contractors, invitees, and/or guests (collectively, the "related Parties") may be exposed to an Infection Risk and/or contract an illness or disease arising therefrom. By attending the Event, Exhibitor acknowledges and assumes any and all risks associated with, related to, or arising out of each such Infection Risk. Exhibitor further acknowledges that it has advised, or will advise, all of its Related Parties of any Infection Risk prior to their attendance at the Event. Exhibitor, on behalf of itself and its Related Parties, hereby agrees to indemnify, defend, hold harmless, and release Indemnities (as defined herein) against any and all claims arising out of or related to any Infection Risk. AAPG may require Exhibitor and the Related Parties to acknowledge any Infection Risk and release AAPG from any and all liability prior to their participation in the Event. AAPG may be held liable for loss, injury or damages sustained by lessee or lessee'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 AAPG or their agents or employees, and not otherwise. If AAPG cancel the Event due to circumstances as described under Force Majeure above, or as otherwise determined in the AAPG's sole and absolute discretion, then AAPG sole liability shall be to refund Exhibitor all rental fees, deposits, or other sums previously paid under this Contract, less Exhibitor's pro-rata share of all Event expenses incurred by AAPG through the date of cancellation. Notwithstanding the foregoing, under no circumstances shall AAPG's liability to Exhibitor ever exceed the rental fees, deposits, or sums received by AAPG from Exhibitor.

Governance: This Contract shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma, USA (without regard to any conflict of laws principles). All actions arising out of or in connection with this Contract shall be brought in the Oklahoma District Court, Tulsa County, Oklahoma, USA, which shall be the exclusive forum therefor. The parties hereto hereby irrevocably submit to the in personam jurisdiction and process of the Oklahoma District Court, Tulsa County, Oklahoma, United States of America, and agree that service by certified mail to their addresses shall constitute sufficient service of process.