

SPONSORSHIP RULES, REGULATIONS, AND ADDITIONAL CONDITIONS



November 2 - 4, 2010
Moody Gardens Hotel & Convention Center
Galveston, Texas

1. Offer and Acceptance. Sponsor's execution and submission of this Sponsorship Agreement, with or without a deposit, shall constitute a contract between Sponsor and PennWell Corporation ("PennWell") for the Exhibition.

2. Soliciting/Social Functions. Sponsor is prohibited from distributing (i) items at the Exhibition other than as provided for in the Sponsorship, and (ii) items that are other than Sponsor's own materials; in each case, unless Sponsor has obtained PennWell's prior written approval. Sponsor shall conduct itself, and shall require its agents, employees, independent contractors, and its representatives, to conduct themselves, at all times in accordance with customary standards of decorum and good taste in the industry. These prohibitions apply before, after, or during the Exhibition's official hours. Canvassing at any time during the Exhibition or distribution of advertising matter, souvenirs, or any other items whatsoever by anyone who is not a paid sponsor is strictly forbidden. Sponsor is prohibited from taking photographs of other than Sponsor's exhibit, without PennWell's prior written approval. Provided Sponsor has obtained prior written permission from PennWell, Sponsor may conduct social functions in public areas of the Exhibition Venue, the host hotel, or other properties in the vicinity of the Exhibition as long as such functions do not conflict with scheduled Exhibition programs or activities. Sponsor shall conduct itself, and shall require its agents, employees, independent contractors, and representatives, to conduct themselves, at all times in accordance with customary standards of decorum and good taste in the industry.

3. Sponsor's Materials: Sponsor's materials will not be permitted to interfere with any other sponsorships, the Exhibition itself, or to impede access to Exhibition exhibits or the free use of aisles. All demonstrations and the distribution of Sponsorship promotional materials must be in accordance with this Agreement. Distribution of food or promotional giveaways must be approved in advance of the Exhibition by PennWell. Sponsor will not display or distribute libelous, obscene or offensive materials. Sponsor agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees. Sponsor agrees to deliver to PennWell all materials reasonably required for the performance of this Agreement, including but not limited to an electronic copy of Sponsor's logo, in a format and within the deadlines set by PennWell. Sponsor understands and agrees that after initial proofing of PennWell's use of Sponsor's logo, any modification or revision of Sponsor's logo, trade name or trademark in the Sponsorship materials is at the sole responsibility and direct cost of Sponsor. Sponsor grants to PennWell a fully-paid, perpetual, worldwide, non-exclusive license to use, display, and reproduce (in print, electronically, or otherwise) Sponsor's name, trade names, logos, and product names in any listing of those companies sponsoring the Exhibition and in Exhibition promotional materials. In addition, Sponsor authorizes PennWell to take photographs of Sponsor's exhibit and staff during, before, or after the Exhibition and to use such photographs for any legitimate promotional purpose of PennWell.

4. Copyrighted Material. Sponsor agrees not to play, broadcast, perform, or distribute any copyrighted material owned by others without first obtaining (at its own expense) all necessary rights and licenses and paying in full all required royalties or other fees. PennWell reserves the right to remove any Sponsor material incorporating copyrighted material for which such Sponsor fails to timely provide sufficient evidence of authorization. PennWell also reserves the right to revoke the Sponsorship as a result of the extent of such copyright infringement.

5. Remedies. If Sponsor fails to make any payment or otherwise breaches any provision of this Agreement, and fails to cure within a reasonable time (as defined in the next sentence) after Sponsor has received written notice from PennWell specifying the breach, PennWell shall have the right to exercise (without further notice) any one or more of the following remedies at any time after such reasonable time has passed: (i) cancel this Agreement in whole or in part; (ii) revoke the Sponsorship or any portion thereof; (iii) have any of the Agreement's violated provisions specifically enforced; and (iv) exercise any other remedy available by rule of law. By "reasonable time" is meant: (i) immediately, in the case of any breach occurring not more than five (5) days before or during the Exhibition; (ii) 24 hours, in the case of any failed payment; and (iii) 5 days, in the case of any other breach. In addition, PennWell may keep any and all monies received from Sponsor as liquidated damages, it being understood that PennWell's losses and damages from Sponsor's breach of this Agreement are difficult to ascertain and that the agreed liquidated damages are not intended as a penalty. Upon cancellation of this Agreement, PennWell may (without prejudice to any other available remedy) resell the Sponsorship in any other manner as PennWell deems advisable in its sole discretion, without any obligation to Sponsor.

6. Liability. Neither PennWell nor its agents or representatives will be responsible for any injury, loss, or damage that may occur to Sponsor or to Sponsor's employees, invitees, licensees, or guests, or Sponsor's property, from any cause whatsoever (including but not limited to errors or omissions in any Exhibition promotional materials). Under no circumstances shall PennWell or its agents or representatives be liable for (i) any special, indirect, incidental, or consequential loss or damage whatsoever, or (ii) any loss of profit, loss of use, loss of opportunity, or any cost or damage resulting from any such loss. Sponsor acknowledges that the risk allocations of this Section are reasonable based on the understanding that Sponsor shall obtain, at its own expense, adequate insurance against any such injury, loss, or damage. Anyone visiting, viewing, or otherwise participating in Sponsor's table or exhibit (when the Sponsorship includes a table or exhibit) is deemed to be the invitee, licensee, or guest of Sponsor, and not the invitee, licensee, or guest of PennWell. Sponsor assumes full responsibility and liability for the actions or omissions of its agents, employees, independent contractors, or representatives, whether acting within or without the scope of their authority, and agrees to defend, indemnify, and hold PennWell, the Exhibition Venue, and their respective privies, harmless from and against claims resulting directly or indirectly from such actions or omissions. There is no other agreement or warranty between Sponsor and PennWell except as set forth in this Agreement. The rights of PennWell under this Agreement shall not be deemed waived except through a writing signed by an authorized representative of PennWell.

7. Force Majeure. PennWell shall not be liable for failure to perform its obligations under this Agreement as a result of strikes, riots, terrorist acts, acts of God, or any other cause beyond its control. In case the Exhibition Venue is damaged or destroyed by fire, the elements, or any other cause, or if circumstances make it unreasonably difficult for PennWell to permit Sponsor to fulfill its Sponsorship or benefit from the Sponsorship opportunity in any part or the whole of the Exhibition, then during such circumstances PennWell, the building management, and their respective privies will be released and discharged from the obligation to supply Sponsorship, and Sponsor will be reimbursed a proportionate share of the Sponsorship cost previously received by PennWell from Sponsor.

8. Insurance. For the term of this Agreement and until the Exhibition is completed, Sponsor shall at all times maintain insurance in an amount and scope to be reasonably satisfactory to PennWell and sufficient to cover the liabilities of Sponsor under the Agreement, including Sponsor's contractual obligations to defend, indemnify, and hold harmless, as stated in this Agreement. PennWell shall be added as an additional insured to such insurance. Sponsor's insurer shall confirm to PennWell that such insurance cannot be canceled or changed without thirty (30) days prior written notice to PennWell. Sponsor agrees to provide PennWell a suitable certificate verifying that the required insurance is and will remain in force for the duration of the Exhibition.

9. Jurisdiction and Attorney Fees. Should any legal action be commenced to resolve any dispute under this Agreement: (i) Sponsor hereby consents to venue and jurisdiction in the federal or state courts located in Tulsa, Oklahoma, and agrees that no such action may be brought in a forum not located in Tulsa, Oklahoma; (ii) any legal action should be decided and subject to the laws of the state of Oklahoma without regard for choice of laws rules, and (iii) the prevailing party shall be entitled to an award of litigation expenses, interest, and reasonable attorney fees, in addition to any other remedy obtained.

10. Laws, Taxes and Licenses. Sponsor shall observe and abide by all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, as well as all rules and regulations of PennWell and the Exhibition Venue. Sponsor shall be responsible for obtaining any licenses, permits, or approvals required under local, city, state, or national law applicable to Sponsor's activities at or related to the Event. Sponsor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges (including but not limited to value-added-tax and sales tax, if any) that may become due to any governmental authority concerning Sponsor's activities at or related to the Exhibition.

11. Cancellations. In the event that Sponsor wishes to cancel some or all of its Sponsorship, Sponsor may request and PennWell may grant such cancellation, but only with the following understandings: (i) all cancellations must be requested in writing and addressed to PennWell; (ii) PennWell is not required to refund any portion of moneys (the 50% deposit, full fee, or otherwise) previously paid by Sponsor; (iii) if Sponsor's cancellation request is received by PennWell after this Agreement has become effective, Sponsor nevertheless agrees to pay the full fee based on the original sponsorship requirements, before such cancellation will become effective. If PennWell grants such cancellation, PennWell assumes no responsibility for having included the name of Sponsor in the Exhibition catalog, brochures, news releases, or other materials.

12. Other Matters. The Exhibition is owned and managed by PennWell Corporation. Sponsor understands and agrees that it may not assign the Agreement, in whole or in part, or any rights thereunder to any third party without the prior written permission of PennWell. All matters not expressly covered in the Agreement are subject to the reasonable decision of PennWell, which decision shall be final. A waiver by PennWell of a provision of this Agreement shall not prejudice or constitute a waiver of PennWell's right otherwise to demand strict compliance with that provision or any other provision of this agreement. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Sponsor's signature below signifies that Sponsor has read, understands, and agrees to be bound by all the terms and conditions in this Agreement. Also, by signing below, Sponsor acknowledges that if Sponsor has deemed it necessary or desirable, Sponsor has raised and obtained satisfactory answers to any questions about the clarity, legibility or readability of this Agreement. The undersigned represents that he/she is authorized to execute this Agreement on behalf of Sponsor and to bind Sponsor to perform its obligations under this Agreement.

Signer's full name: _____ Company: _____

Signature: _____ Title: _____ Date: _____