

Agreement
Hosted Section/Chapter Website

I. Overview

1. This web hosting service agreement is entered into between SPE International and the SPE section/chapter leaders utilizing the hosted website service, and is made effective and is agreed upon as of the date the section is provided a web link from SPE International. This agreement sets forth the terms and conditions for use of SPE's web hosting services.

2. Your acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement. The terms "we," "us," "our" or "SPEI" shall refer to SPE International. The terms "you", "your", "User" or "customer" shall refer to any individual or entity who accepts this Agreement.

3. SPE International, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon notice to you by e-mail, in other writing or posting to the Site.

II. Compliance with SPEI Policies

1. All websites hosted by SPEI must be in compliance with SPEI Policies, including without limitation the SPEI "Rules and Etiquette" for websites attached hereto as Exhibit A (the "Rules"). These Rules must be posted upon each SPEI hosted website.

III. Governing Law

1. As this service is a hosted solution housed within the US, this agreement shall be governed by the federal law of the United States and the state law of Texas. You agree to the exclusive jurisdiction of the state and federal courts in and for Dallas County, Texas with respect to any dispute arising out of or relating to this Agreement.

IV. Contact Information

1. If you have any questions about this Agreement, please contact us by email at sections@spe.org or regular mail at the following address:

SPE International
Sections Management
PO Box 833836
Richardson, TX 75080 USA

V. Availability of Services

1. Subject to the terms and conditions of this Agreement, SPEI shall use efforts as it deems reasonable to provide the Services for twenty-four (24) hours per day, seven (7) days per week throughout the term of this Agreement subject to regularly scheduled maintenance. You acknowledge that it may be necessary for SPEI to migrate its servers and perform system upgrades that may change your IP address. You also acknowledge that from time to time the Services may be inaccessible or inoperable for any reason, including:

- a. Equipment malfunctions;
- b. Periodic maintenance; or
- c. Causes beyond the control of SPEI such as hostile network attacks, network congestion, outages or other failures.

VI. Section Website Content

1. SPE is a respected technical resource within the industry. All SPE publications, including websites, should protect and enhance that reputation for the benefit of all members and sections / chapters. Sections and Chapters should ensure that their websites present a professional image that maintains SPE's reputation for impartiality. Editorial material published on section websites should not promote the use of a specific product or service and should present an impartial, balanced view of technology.

2. You shall be solely responsible for providing, updating, uploading and maintaining your website and any and all files, pages, data, information and/or materials on your website including trade or service marks, images, illustrations, graphics, audio clips, video clips, email or other messages, meta tags, domain names, and text. You warrant to SPEI that you will only solicit and post to the website content in which You or the applicable poster have and all proprietary or intellectual property rights therein, or have express written authorization from the owner to copy, use and display the content on and within the website.

- a. No SPEI hosted website should consist primarily of advertising. And no pages should contain any of prohibited content as set forth in the Rules.
- b. All SPEI hosted websites MUST include:
 - The Rules as attached hereto or any other User Terms and Conditions of Use provided by SPEI which must be hosted on the initial page of the Section Website
 - The SPEI logo with the section name prominently displayed, as described in the SPE Graphics Standards Guide
 - A link to www.spe.org posted on the initial page of the Section Website
 - Contact details of the section / chapter webmaster as set forth in the Rules.

VII. Editorial and Advertising Policy

1. You acknowledge and agree that as adequate consideration for SPEI providing you with the services at no cost to you, SPEI shall have the right to place certain advertisements on your website. You are welcome to sell advertising and sponsorship opportunities through your site, so long as these advertisements are not in contrary to any part of this agreement or otherwise conflict with an SPEI policy that has been provided to you. SPEI may adopt additional policies with respect to advertising from time to time.

2. All SPE publications, including section websites, must comply with SPE's Editorial and Advertising Policy. Content and advertising on SPE section websites should be pertinent to the oil and gas industry and the readers of the publication. By complying with the Editorial and Advertising Policy, you will have the option of refusing content or advertising you do not feel is appropriate to the professional reputation of the society.

VIII. Content Monitoring; Account Termination

1. SPEI does not pre-screen User Content. However, SPEI reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. SPEI may remove any item of User Content and/or terminate a User's access to this Site or the Services found at this Site for posting or publishing any material in violation of this Agreement, or for otherwise violating this Agreement (as determined by SPEI in its sole and absolute discretion), at any time and without prior notice. SPEI may also terminate a User's access to this Site or the Services found at this Site if SPEI has reason to believe the User is a repeat offender. If SPEI terminates a Users access to this Site or the Services found at this Site, SPEI may, in its sole and absolute discretion, remove and destroy any data and files relating thereto.

IX. Additional Reservation of Rights

1. SPEI reserves the right to deny, cancel, terminate, suspend, or modify access to (or control of) any Account or Services (including the right to cancel or transfer any domain name registration) for any reason (as determined by SPEI in its sole and absolute discretion), including but not limited to the following: (i) to correct mistakes made by SPEI in offering or delivering any Services (including any domain name registration), (ii) to protect the integrity and stability of, and correct mistakes made by, any domain name registry, (iii) to assist with our fraud and abuse detection and prevention efforts, (iv) to comply with applicable international laws, rules and regulations, (v) to comply with requests of law enforcement, (vi) to comply with any dispute resolution process, (vii) to defend any legal action or threatened legal action without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit, or (viii) to avoid any civil or criminal liability on the part of SPEI, its officers, directors, employees and agents.

X. Disclaimer of Warranties

1. Services provided by SPEI are provided "as is" and on an "as available" basis and without warranties of any kind, either expresses or implied, and to the fullest extent permissible pursuant to applicable law, SPEI disclaims all warranties of merchantability, fitness for a particular purpose, and non-infringement. SPEI may have a third party operate and provide web application hosting services for the website on behalf of SPEI, and SPEI makes no warranties or representations with respect to such third-party sites, services or products.

2. SPEI is not responsible for the content posted by users, and such content is not necessarily monitored, investigated, or checked for accuracy. SPEI is not responsible for the conduct of any user of the website. If the website has links to third-party sites SPEI is not responsible for the content at such third-party sites or the services provided by any third party.

3. SPEI does not warrant that the functions of the website will be uninterrupted or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses, worms, Trojan horses, or other harmful components. SPEI assumes no responsibility or liability for any technical problem, delay, disruption in service, or any other malfunction that makes the website unavailable and will not be responsible for any damage to your computer or any loss of data resulting from such use. SPEI does not warrant or make any representations regarding the use of or the result of the use of the content in this website in terms of their correctness, accuracy, reliability, or otherwise. Use of any content from the website is at your own risk and discretion, and SPEI will not be responsible for any harm, damage, or loss arising out of use of the content.

To the extent that some states do not allow the exclusion of implied warranties, the above limitations may not apply.

Xi. Limitation of liability:

1. Under no circumstances, including but not limited to, negligence, shall SPEI be liable for any damages, including without limitation, any direct, indirect, incidental, special, and consequential damages as well as any loss of use, data or profits that result from use of, or the inability to use, the website and the content provided herein by SPEI or any third party, even if SPEI has been advised of the possibility of such damages. These limitations and exclusions apply without regard to whether the damages arise from a breach of contract, breach of warranty, negligence, or any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. This limitation of liability provision survives the termination of this agreement and any use of this website.

2. To the extent that some states do not allow the limitation or exclusion of liability for incidental or consequential damages, the above limitations may not apply.

