

gridCONNEXT

Where Policy & Business Leaders Meet
to Build the Next-Generation Grid

2019

Join us in Washington, DC
December 10-12, 2019

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December 10-12, 2019
The Liaison Capitol Hill
Washington, D.C.

gridCONNEXT convenes world-class experts to explore and unleash market innovations enabling the transition to a modern 21st century grid. With the rapid adoption of cost-competitive clean energy, energy storage, and electrified transportation – along with new business and regulatory models supporting resiliency, zero-carbon resources, and customer choice – this event offers an unprecedented opportunity to **connect** with key stakeholders and explore what's **next** in the utility sector.

2019 Theme:

Accelerating the Convergence of Energy, Transportation, Storage, and the Grid

Sponsorship Opportunities:

PREMIER PARTNER

\$25,000

- 7 delegate passes
- Ability to lead the development of a panel session and identify participants
- Participation on conference program steering committee
- Prominent branding recognition across event channels, e.g., website, email marketing, brochure, agenda, and onsite
- Mutually agreed upon speaker in featured session
- Prominent presence at the event
- One dedicated mailing to Event attendees
- Copy of attendee list and direct introductions
- Sponsorship of reception/ meal/networking break of partner's choice

SUPPORTING PARTNER

\$10,000

- 4 delegate passes
- Mutually agreed upon speaker in breakout or panel session
- Prominent branding recognition across event channels
- Table space at the event
- Copy of attendee list

CONTRIBUTING PARTNER

\$5,000

- 2 delegate passes
- Branding recognition across event channels
- Copy of attendee list

To learn more about **gridCONNEXT** sponsorship opportunities or request additional information, please contact Bryan Nicholson at (202) 530-9740; bnicholson@gridwise.org.

SPONSORSHIP APPLICATION FORM

Please complete all the sections of this application and maintain a copy for your files. Sign and return this original application with full payment. Upon receipt and acceptance of application and full payment, event management will send confirmation of same.

COMPANY DETAILS

Contact Name: _____

Contact Title: _____

Contact Email: _____

Company:* _____

Address: _____

City: _____ State: _____ Zip: _____

Country _____

Website URL:* _____

Description:*
150 words

* As it should be listed in printed materials.

SPONSORSHIP LEVEL

<input type="checkbox"/>	PREMIER PARTNER	\$ 25,000
<input type="checkbox"/>	SUPPORTING PARTNER	\$ 10,000
<input type="checkbox"/>	CONTRIBUTING PARTNER	\$ 5,000

METHOD OF PAYMENT

- Check.** Made payable to: The GridWise Alliance, Inc.
- Wire Transfer.** Information will be provided on request.

In consideration of receipt of the sponsor benefits set forth herein, Sponsor shall pay above indicated sponsorship amount. Payment in full is due with application. Applications not accompanied by payment of the sponsorship fee shall not be considered completed applications and shall not entitle the sponsorship applicant to status as a Sponsor. On behalf of the Sponsor identified above, the undersigned acknowledges and agrees that (i) acceptance of this application by The GridWise Alliance, Inc. and Clean Edge, Inc. creates a binding and enforceable contract, (ii) both parties are bound by the attached Terms and Conditions, and (iii) sponsorships are non-cancellable and sponsorship fees are nonrefundable.

Authorized Signature: _____

Name/Title: _____

Date: _____

TERMS AND CONDITIONS

WHEREAS, in furtherance of its tax-exempt purposes, the GridWise Alliance, Inc. ("GridWise Alliance") shall conduct the gridCONNECT conference ("gridCONNECT") as a joint venture with Clean Edge, Inc. ("Clean Edge"); and WHEREAS, Sponsor desires to sponsor gridCONNECT; and WHEREAS, GridWise Alliance and Clean Edge desires to permit Sponsor to sponsor the gridCONNECT on a non-exclusive basis in exchange for certain compensation. NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. Recitals.

The foregoing recitals are made a part of this Agreement.

II. Term.

The Term of this Agreement will commence on the date and year it is fully executed and will, unless sooner terminated as provided herein, continue through the close of the gridCONNECT.

III. Sponsorship.

A. During the Term of this Agreement, GridWise Alliance and Clean Edge hereby agree to identify and acknowledge Sponsor as a sponsor of the gridCONNECT, as permitted in connection with qualified sponsorship payments under Section 513(i) of the U.S. Internal Revenue Code ("the Code") and the U.S. Department of the Treasury regulations promulgated there under. Such identification and acknowledgment may include displaying Sponsor's corporate logo and certain other identifying information (as permitted in connection with qualified sponsorship payments under Section 513(i) of the Code and the regulations promulgated there under) on printed gridCONNECT materials including signage, books, etc., and on the gridCONNECT, GridWise Alliance, and Clean Edge websites on the Internet (pursuant to Section V below) in connection with gridCONNECT, as well as on marketing, advertising, and other appropriate promotional media and materials in connection with gridCONNECT. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by GridWise Alliance and Clean Edge in its sole discretion, provided that such determination is not unreasonable. Additional Sponsor Benefits to be provided to Sponsor are set forth in Exhibit A hereto.

B. During the Term of this Agreement, Sponsor shall be permitted to maintain an Internet hyperlink on the gridCONNECT website, and gridCONNECT pages on the GridWise Alliance and Clean Edge websites on the Internet to the page of sponsor's website on the internet identified above, pursuant to the terms and conditions of Section V below.

C. Sponsor shall provide to GridWise Alliance and Clean Edge all necessary logos and other information, content and materials (in printed, electronic and/or other form) for use in connection with its sponsorship of the GridCONNECT; provided, however, that all uses of such logos and other information, content and materials shall be determined by GridWise Alliance and Clean Edge in its sole discretion. Sponsor's logo shall be provided in color in .ai, .eps format at 300 dpi. When appearing in text, Sponsor's name will at all times be referred to by the company name identified above. All due dates specified by GridWise Alliance and Clean Edge for the submission of Sponsor's logos, graphics and other information must be met in order for Sponsor to receive the Sponsor Benefits described herein; in the event that such due dates are not met, Sponsor shall not receive any Sponsor Benefits and shall not be entitled to any refunds of sponsorship fees paid hereunder.

D. During the Term of this Agreement, Sponsor shall be permitted to utilize the gridCONNECT name, and logo for the sole purpose of promoting Sponsor's sponsorship of gridCONNECT, pursuant to the terms of Section IV below. All uses by Sponsor of the gridCONNECT name, acronym or logo shall be subject to the prior approval of GridWise Alliance and Clean Edge.

IV. Mutual Intellectual Property License

A. Limited License to GridWise Alliance and Clean Edge. In connection with GridWise Alliance's and Clean Edge's non-exclusive grant to sponsor gridCONNECT, the GridWise Alliance and Clean Edge are hereby granted a limited, revocable, non-exclusive license to use the company name, the acronym, if applicable, and the logo of Sponsor (hereinafter collectively referred to as the "Sponsor Marks") solely to identify Sponsor as a sponsor of gridCONNECT, with the limited authority to use the Sponsor Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. Sponsor represents and warrants that it has the full right and authority to enter into this Agreement and to grant the license provided herein; that it has not previously in any manner disposed of any of the rights herein granted to GridWise Alliance and Clean Edge nor previously granted any rights adverse thereto or inconsistent therewith; that there are no rights outstanding which would diminish, encumber or impair the full enjoyment or exercise of the rights herein granted to GridWise Alliance and Clean Edge; and that the Sponsor Marks do not and will not violate or infringe upon any patent, copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any third party, nor will same constitute a libel or defamation of any third party.

B. Limited License to Sponsor. In connection with GridWise Alliance's and Clean Edge's nonexclusive grant to sponsor gridCONNECT, Sponsor is hereby granted a limited, revocable, non-exclusive license to use the gridCONNECT name and logo (hereinafter collectively referred to as the "gridCONNECT Marks") solely with the term "Sponsor" prominently displayed directly adjacent thereto (to ensure the absence of any implication that Sponsor is endorsed by GridWise Alliance or Clean Edge), with the limited authority to use the gridCONNECT Marks solely in connection with the activities authorized under this Agreement, subject to the terms and conditions of this Agreement. In no event shall Sponsor use the gridCONNECT Marks in a manner that states or implies an endorsement of Sponsor (or Sponsor's products or services) by GridWise Alliance or Clean Edge. Notwithstanding the foregoing, all uses by Sponsor of the gridCONNECT Marks shall be subject to the prior approval of GridWise Alliance and Clean Edge. In all uses by Sponsor of the gridCONNECT Marks, Sponsor shall ensure that, if so directed by GridWise Alliance and/or Clean Edge, all applicable trademark and copyright notices are used pursuant to the requirements of United States law and any other guidelines that GridWise Alliance and/or Clean Edge may hereafter prescribe. Any material failure by Sponsor to comply with the terms and conditions of this limited license, whether willful or negligent, may result in the immediate suspension or revocation of this license, in whole or in part, by GridWise Alliance and/or Clean Edge. The interpretation and enforcement (or lack thereof) of such terms and conditions, and compliance therewith, shall be made by GridWise Alliance and Clean Edge in its sole discretion.

C. General Provisions.

1. The Sponsor Marks and the gridCONNECT Marks are hereinafter collectively referred to as the "Marks."
2. The Marks are and shall remain at all times the sole and exclusive property of their respective owners (i.e., GridWise Alliance and Clean Edge shall be considered the "owner party"

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and Sponsor shall be considered the “non-owner party” with respect to the gridCONNECT Marks; Sponsor shall be considered the “owner party” and GridWise Alliance shall be considered the “non-owner party” with respect to the Sponsor Marks). The respective Marks may be used by the non-owner parties if and only if such use is made pursuant to the terms and conditions of this limited license.

3. The owner parties’ respective logos may not be revised or altered by the non-owner parties in any way and must be displayed in the same form (and colors, if applicable) as provided by the owner parties.

4. The respective Marks must be used by the non-owner parties in a professional manner and solely in connection with the activities authorized under this Agreement. The respective non-owner parties shall not permit any third party or parties to use the Marks of the owner parties without the express prior written approval of the owner parties. The respective non-owner parties shall not use the Marks of the owner parties in conjunction with any third-party trademark, service mark, or other mark without the express prior written approval of the owner parties. The respective non-owner parties shall not sell or trade the Marks of the owner parties without the express prior written approval of the owner parties. Notwithstanding the foregoing, the respective Marks may not be used by the non-owner parties for individual personal or professional gain or other private benefit, and the respective Marks may not be used by the non-owner parties in any manner that: diminishes their value or otherwise dilutes the Marks; discredits the owner parties or tarnishes their respective reputations and goodwill; is false, misleading or likely to cause confusion, mistake or deception; violates the rights of others; violates any federal, state or local law, regulation or other public policy; or mischaracterizes the relationship between the parties, including but not limited to the fact that Sponsor is a separate and distinct legal entity from, and is not an agent of GridWise Alliance or Clean Edge.

5. The respective owner parties shall have the right, from time to time, to request complete samples of use of their Marks by the non-owner parties from which they can determine compliance with these terms and conditions.

6. Use of the respective owner parties’ Marks by the no owner parties shall create no rights for the non-owner parties in or to such Marks or their use beyond the terms and conditions of this limited license. All rights of usage of the respective owner parties’ Marks by the non-owner parties shall terminate immediately upon the termination or expiration of this Agreement. Upon the termination or expiration of this Agreement, the respective non-owner parties shall:

(i) Immediately cease utilization of the owner parties’ Marks for any purpose; (ii) return forthwith all originals and copies of the owner parties’ Marks to the respective owner parties (whether in printed, electronic, recorded, and/or other tangible form); and (iii) discard or destroy all copies thereof. The respective non-owner parties’ obligations to protect the owner parties’ Marks shall survive the termination or expiration of this Agreement.

V. Linking Agreement.

During the Term of this Agreement, Sponsor shall be permitted to maintain an Internet hyperlink on the gridCONNECT website on the internet, the gridCONNECT page of the GridWise Alliance website on the internet (<http://www.gridwise.org>), and the gridCONNECT page of the Clean Edge website on the internet (<http://www.cleannedge.com>) to the home page of Sponsor’s Website on the Internet, as identified above, pursuant to the terms and conditions of this Section V. GridWise Alliance and Clean Edge agree to incorporate the exact, unaltered, graphical file image to be electronically provided by Sponsor (“Sponsor’s Link Logo”) into the HTML files located on the Sponsors/Partners page of the gridCONNECT website. The specific placement (on the

Sponsors/Partners page of the gridCONNECT page of the GridWise Alliance and Clean Edge websites), appearance and operation of the link shall be consistent with the terms and conditions of this Agreement and shall be mutually agreed upon by GridWise Alliance, Clean Edge and Sponsor; provided, however, that (i) the appearance of Sponsor’s Link Logo may not be altered in any manner from what is electronically provided by Sponsor, (ii) Sponsor’s Link Logo may not be reduced in size beyond what is electronically provided by Sponsor, (iii) Sponsor’s Link Logo shall not be displayed on the gridCONNECT Website more prominently than the gridCONNECT name or logo, (iv) Sponsor’s Link Logo must stand by itself and must include a minimum amount of 30 pixels of empty space around it so as to avoid unintended associations with any other objects, including but not limited to type, photography, borders, and edges, (v) users of the gridCONNECT Website must be able to view Sponsor’s Link Logo in its entirety without scrolling, and (vi) Sponsor reserves the right to alter or modify Sponsor’s Link Logo in any manner at any time, provided such alteration or modification is otherwise consistent with the terms and conditions of this Section V. No pages from Sponsor’s Website may be placed in a frame on any page of the gridCONNECT Website. GridWise Alliance and Clean Edge do not endorse, approve, certify, or control Sponsor’s Website and does not warrant, guarantee or make any representations regarding the accuracy, completeness, efficacy, timeliness, merchantability, or fitness for a particular purpose of the content or data located on such site. Reference therein to any specific product, process or service does not constitute or imply endorsement, recommendation or favoring by GridWise Alliance or Clean Edge. GridWise Alliance and Clean Edge are not responsible for, and expressly disclaim all liability for, damages of any kind arising out of use, reference to, reliance on, or performance of such content or data. Sponsor reserves the right to review GridWise Alliance and Clean Edge use of Sponsor’s Link Logo, and GridWise Alliance and Clean Edge agree to provide Sponsor with unrestricted access to GridWise Alliance and Clean Edge Websites to review such use. This link shall terminate and be removed immediately from the GridWise Alliance and Clean Edge websites on the Internet upon the termination or expiration of this Agreement. This link, and all aspects thereof, shall be subject to the terms and conditions of Section IV above.

VI. Sponsorship Fee.

A. In consideration for the right to sponsor gridCONNECT, and to be acknowledged by GridWise Alliance and Clean Edge as a sponsor of gridCONNECT during the Term of this Agreement, Sponsor agrees to pay a sponsorship Fee to GridWise Alliance in the amount identified above, to be paid in a single lump-sum which must be received by GridWise Alliance together with the completed sponsorship application. GridWise Alliance is hereby authorized to complete payment of the Sponsorship Fee upon receipt and countersignature of this Agreement.

B. The Sponsorship Fee described in this Section VI and in Exhibit B shall constitute payment by Sponsor solely for Sponsor’s right to sponsor gridCONNECT and to be acknowledged by GridWise Alliance and Clean Edge as a sponsor of gridCONNECT. Such Sponsorship Fee shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by GridWise Alliance or Clean Edge on behalf of Sponsor, or income from a partnership or joint venture.

C. To the extent that any portion of a payment under this Section VI would not (if made as a separate payment) be deemed a qualified sponsorship payment under Section 513(i) of the Code, such portion of such payment and the other portion of such payment shall be deemed and treated as separate payments.

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VII. Relationship of Parties.

The relationship of the parties to each other is that of independent contractors. Nothing herein shall create any association, joint venture, partnership, or agency relationship of any kind between the parties. Neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting any activities under this Agreement, or to represent that GridWise Alliance or Clean Edge is in the business of providing the products and/or services provided by Sponsor.

VIII. Indemnification.

Sponsor hereby agrees to indemnify, save and hold harmless GridWise Alliance and Clean Edge and its subsidiaries, affiliates, related entities, partners, agents, officers, directors, employees, attorneys, heirs, successors, and assigns, and each of them, from and against any and all claims, actions, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of every kind and character whatsoever, which may arise by reason of: (i) any act or omission by Sponsor or any of its officers, directors, employees, or agents; (ii) any use of Sponsor's name, logo, Website, or other information, materials, products, or services provided by Sponsor; and/or (iii) the inaccuracy or breach of any of the covenants, representations and warranties made by Sponsor in this Agreement. This indemnity shall require the payment of costs and expenses by Sponsor as they occur. GridWise Alliance and Clean Edge shall promptly notify Sponsor upon receipt of any claim or legal action referenced in this Section VIII. The provisions of this Section VIII shall survive any termination or expiration of this Agreement.

IX. Confidentiality.

During the term of this Agreement and thereafter, each party shall use and reproduce the other party's Confidential Information (as defined below) only for purposes of this Agreement and only to the extent necessary for such purposes. Each party shall restrict disclosure of the other party's Confidential Information to its officers, directors, employees, contractors, and other agents with a reasonable need to know such Confidential Information, and shall not disclose the other party's Confidential Information to any third party without the prior written consent of the other party. Notwithstanding the foregoing, it shall not constitute a breach of this Agreement for either party to disclose the other party's Confidential Information if required to do so under law or in judicial or other governmental investigations or proceedings, provided the other party has been given prior written notice and provided the disclosing party has sought all available safeguards against widespread dissemination prior to such disclosure. As used in this Agreement, the term "Confidential Information" refers to: (i) the terms and conditions of this Agreement; (ii) each party's trade secrets, organizational and/or operational plans, strategies, methods, and/or practices; and (iii) any other information relating to either party or its business or organization that is not generally known to the public, including but not limited to information about either party's employees, contractors, agents, products, services, members, customers, marketing strategies, or future plans. Notwithstanding the foregoing, Confidential Information does not include: (i) information that is in the public domain as of the effective date of this Agreement or that subsequently enters the public domain by publication or otherwise through no action or fault of the other party; (ii) information that is known to either party without restriction, prior to receipt from the other party, from its own independent sources as evidenced by such party's written records, and which was not acquired, directly or indirectly, from the other party; (iii) information that either party receives from any third party that is reasonably known by the receiving party to have a legal right to transmit such information and to not keep such information confidential; and (iv) information independently developed by either

party's employees or agents, provided that such party can demonstrate that such employees or agents had no access to the Confidential Information received hereunder.

X. Termination.

Either party may terminate this Agreement upon the uncured material breach of a contractual obligation by the other party, provided that the non-breaching party shall give the breaching party written notice of such breach and ten (10) days within which to cure such breach. Either party may terminate this Agreement, without liability to the other party, upon the happening of any of the following: (1) insolvency of the other party; (2) filing of any petition by or against the other party under any bankruptcy, reorganization or receivership law; (3) execution of an assignment for the benefit of the other party's creditors; or (4) appointment of any trustee or receiver of the other party's business or assets or any part thereof; unless such petition, assignment or appointment be withdrawn or nullified within fifteen (15) days of such event.

XI. General Provisions.

A. Warranties. Each party covenants, warrants and represents that it shall comply with all laws and regulations applicable to this Agreement and the performance of the parties' obligations hereunder, and that it shall exercise due care and act in good faith at all times in the performance of its obligations hereunder. The provisions of this Section shall survive any termination or expiration of this Agreement.

B. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

C. Governing Law. All questions with respect to the construction of this Agreement or the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the District of Columbia. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of parties hereunder shall be brought only before a federal, state or local court of competent jurisdiction located within the District of Columbia, and each party hereby consents to the jurisdiction of the federal, state and local courts located within the District of Columbia.

D. Headings. The headings of the various sections and paragraphs hereof are intended solely for convenience of reference and are not intended for any purpose whatsoever to explain, modify or place any construction upon any of the provisions of this Agreement.

E. Assignment. This Agreement may not be assigned, or the rights granted here under transferred or sub-licensed, by either party without the express prior written consent of the other party.

F. Heirs, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of each party, its subsidiaries, affiliates, related entities, partners, shareholders, agents, officers, directors, employees, heirs, successors, and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

G. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.

H. Entire Agreement. This Agreement: (i) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior agreements, oral and written, between the parties relating to the subject matter

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hereof; and (iii) may be amended only by a written instrument clearly setting forth the amendment(s) and executed by both parties.

I. Independent Agreement. This Agreement is an independent agreement which is not in any way contingent upon or related to any other contractual obligations of the parties.

J. Severability. If any provision of this Agreement is invalid or unenforceable, such provision shall be deemed reformed or deleted to the extent necessary to comply with applicable law, and the remaining provisions shall be unaffected and shall continue in full force and effect, unless a material failure of consideration would result thereby.

K. Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its reasonable control

such as, by way of example and not by way of limitation, acts of God and nature, acts of terrorism, actions by governmental authority (whether valid or invalid), fires, explosions, riots, natural disasters, epidemics, wars, sabotage or labor problems; provided the party claiming force majeure promptly notifies the other party of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure. Should the event of force majeure continue beyond thirty (30) days, or such shorter time period as may be reasonable under the circumstances, either party may terminate this Agreement.

L. Notice. Any notice required or permitted to be given by either party under or in connection with this Agreement shall be in writing and shall be deemed duly given when personally delivered or sent by registered or certified mail, return receipt requested, by overnight courier service, or by facsimile, to the addresses indicated in the introductory paragraph of this Agreement. Notice shall be deemed given upon actual receipt or refusal of delivery.