

THE GRIDWISE FORUM

DISTRIBUTED GRID SERVICES WORKSHOP

**The GridWise Forum
Distributed Grid Services Workshop
March 21-22, 2017
GE Grid Solutions Grid IQ Center, Atlanta, GA**

The GridWise Alliance recently launched a new multi-faceted, multi-year effort to convene our members with public and private sector stakeholders, share the many lessons learned from our collective experience, and translate them into actionable recommendations. This effort, called The GridWise Forum series, will consist of in-person workshops, webinars, regional topical events, and various online dialogues.

The GridWise Alliance, with GE Grid Solutions and Intel, is hosting a free industry workshop to develop a methodology for characterizing smart devices ability to provide valuable grid services. This workshop will be held in Atlanta, GA on March 21 and March 22 at the GE Grid Solutions Grid IQ Center and will facilitate collaboration between equipment manufacturers, grid services providers and utilities that is necessary to define, build and encourage widespread intelligent device adoption that will make our power grid more sustainable, efficient and resilient.

SUSTAINING PARTNER

\$5,000 USD

- Invitation for prominent speaking opportunity during opening Plenaries
- Literature Table Drop (Tri-fold brochure or 1-page flyer)
- Logo, description and URL in sponsors listing in attendee materials
- Large prominent logo on meeting signage throughout event and registration
- Verbal and projected recognition during Forum
- Attendee list (Pre- and Post-Forum)
- Recognition in Pre-Forum Emails

CONTRIBUTING PARTNER

\$3,000 US

- Post-event email to attendees (Must be provided in html format)
- Logo, description and URL in sponsors listing in attendee materials
- Medium logo on meeting signage at registration
- Verbal and projected recognition during Forum
- Attendee List (Pre- and Post-Forum)
- Recognition in Pre-Forum Emails

SUPPORTING PARTNER

\$1,000 US

- Logo, description and URL in sponsors listing in attendee materials
- Small logo on meeting signage at registration
- Verbal and projected recognition during Forum

SPONSORSHIP APPLICATION FORM

Complete all the sections of this application. Please maintain a copy for your files. Sign and return this original application with full payment, payable. Upon receipt and acceptance of application and full payment, Sponsorship 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.

LEVEL SPONSORSHIPS

<input type="checkbox"/>	RECEPTION PARTNER.....	\$ 10,000
<input type="checkbox"/>	SUSTAINING PARTNER.....	\$ 5,000
<input type="checkbox"/>	CONTRIBUTING PARTNER.....	\$ 3,000
<input type="checkbox"/>	SUPPORTING PARTNER.....	\$ 1,000

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. 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 GridWise Forum and Member’s Meeting (“the Forum”); and WHEREAS, Sponsor desires to sponsor the Forum; and WHEREAS, GridWise Alliance desires to permit Sponsor to sponsor the Forum 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 Forum.

III. Sponsorship.

A. During the Term of this Agreement, GridWise Alliance hereby agrees to identify and acknowledges Sponsor as a sponsor of the Forum, 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 Forum materials including signage, books, etc., and on the GridWise Alliance Website on the Internet (pursuant to Section V below) in connection with the Forum, as well as on marketing, advertising, and other appropriate promotional media and materials in connection with the Forum. The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by GridWise Alliance 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 Forum page on the GRIDWISE ALLIANCE Website 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 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 Forum; provided, however, that all uses of such logos and other information, content and materials shall be determined by GridWise Alliance 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 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 Forum’s name, and logo for the sole purpose of promoting Sponsor’s sponsorship of the Forum, pursuant to the terms of Section IV below. All uses by Sponsor of the Forum’s name, acronym or logo shall be subject to the prior approval of GridWise Alliance.

IV. Mutual Intellectual Property License

A. Limited License to GridWise Alliance. In connection with GridWise Alliance’s non-exclusive grant to sponsor the Forum, the GridWise Alliance is 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 the Forum, 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 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 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 nonexclusive grant to sponsor the Forum, Sponsor is hereby granted a limited, revocable, non-exclusive license to use the Forum name and the logo of the Forum (hereinafter collectively referred to as the “Forum 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), with the limited authority to use the Forum 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 Forum Marks in a manner that states or implies an endorsement of Sponsor (or Sponsor’s products or services) by GridWise Alliance. Notwithstanding the foregoing, all uses by Sponsor of the Forum Marks shall be subject to the

prior approval of GridWise Alliance. In all uses by Sponsor of the Forum Marks, Sponsor shall ensure that, if so directed by GridWise Alliance, all applicable trademark and copyright notices are used pursuant to the requirements of United States law and any other guidelines that GridWise Alliance 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. The interpretation and enforcement (or lack thereof) of such terms and conditions, and compliance therewith, shall be made by GridWise Alliance in its sole discretion.

C. General Provisions.

1. The Sponsor Marks and the Forum 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 shall be considered the “owner party” and Sponsor shall be considered the “non-owner party” with respect to the Forum 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.
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 Forum page of the GridWise Alliance Website on the Internet (<http://www.gridwise.org>) 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 agrees 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 Forum Website. The specific placement (on the Sponsors/Partners page of the Forum page of the GridWise Alliance Website), 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 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 Forum Website more prominently than the Forum 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 Forum 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 Forum Website. GridWise Alliance does 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. GridWise

TERMS AND CONDITIONS

Alliance is not responsible for, and expressly disclaims 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's use of Sponsor's Link Logo, and GridWise Alliance agrees to provide Sponsor with unrestricted access to GridWise Alliance's Website to review such use. This link shall terminate and be removed immediately from the GridWise Alliance's Website 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 the Forum and to be acknowledged by GridWise Alliance as a sponsor of the Forum 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 the Forum and to be acknowledged by GridWise Alliance as a sponsor of the Forum. Such Sponsorship Fee shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by GridWise Alliance 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.

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 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 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 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 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.