

2017 ENERGY STORAGE STUDIO

We are excited to provide multiple dynamic ways for companies and organizations to sponsor the 2017 Energy Storage STUDIO. Sponsorship of the STUDIO Conference puts your brand in front of key utility and energy industry decision makers, helps support the advancement of the energy storage industry, and enables us to convene this unique collaborative educational conference. Visit www.energystorage.org/storageSTUDIO.

OUR ATTENDEES

Energy Storage STUDIO brings together stakeholders from across the energy industry in a uniquely valuable meeting that explores the real-world technical experience of rapidly accelerating energy storage deployments.

Engineers, utilities, technologists, system operators, developers, and integrators will be on hand in Cleveland on November 14-15. This meeting convenes attendees from the entire energy industry, and from the collective membership of the Energy Storage Association (ESA) and the Electric Power Research Institute (EPRI). 200 attendees are expected and will represent a variety of companies, utilities, organizations, and research institutions globally.

SPONSORSHIP OPPORTUNITIES

ESA offers several different levels of sponsorships, providing multiple benefits. A brief description of the opportunities are available below. **Please contact Justin Aquilante, sales@energystorage.org, with any questions or to secure opportunities.**

HOST SPONSORSHIPS - SOLD OUT

The Host Sponsorship opportunity provides a number of customizable benefits in addition to the various packages listed below.

CONFERENCE HOST - SOLD

- Five (5) complimentary passes
- Welcome Address (2 mins, content approved by ESA)
- Logo on sponsor page of the website
- Exclusive table in registration area for materials
- Prominent logo placement on all sponsor signage
- One (1) email blast to attendees prior to conference
- Verbal recognition at the conference
- Logo on hold slides in session room
- Pre-conference attendee list
- Post-conference attendee list
- Two (2) dedicated twitter posts prior to conference
- Logo recognition on milestone email blasts - registration launch, early bird deadline, welcome email, post-conference email
- One (1) pre-conference press release by ESA
- Room accommodating 40 attendees for a pre- or post-conference energy storage standards & testing workshop (free for attendees, approx. 2 hours)
- Logo on marketing/promotion emails
- Custom landing page with your company logo, description, two (2) news/press releases provided by you, conference info and registration link. A special vanity URL with your name will be provided.

UTILITY HOST - SOLD

- Five (5) complimentary passes
- Closing Address (2 mins, content approved by ESA)
- Logo on sponsor page of the website
- Exclusive table in registration area for materials
- Prominent logo placement on all sponsor signage
- One (1) email blast to attendees prior to conference
- Verbal recognition at the conference
- Logo on hold slides in session room
- Pre-conference attendee list
- Post-conference attendee list
- Two (2) dedicated twitter posts prior to conference
- Logo recognition on milestone email blasts - registration launch, early bird deadline, welcome email, post-conference email
- Logo on marketing/promotion emails
- Custom landing page with your company logo, description, two (2) news/press releases provided by you, conference info and registration link. A special vanity URL with your name will be provided.

GIGAWATT SPONSORS (\$5,000)

- Four (4) complimentary passes
- Logo on sponsor page of the website with hyperlink
- Logo placement on all sponsor recognition signage
- Logo used on hold slides in session room
- Logo on marketing/promotion emails for event
- One (1) dedicated twitter post prior to event
- Presenting sponsor of one (1) of the following: Breakfast, Lunch, Lanyard, or Wifi/App

MEGAWATT SPONSORS (\$3,000)

- Two (2) complimentary passes
- Logo on sponsor page of the website with hyperlink
- Logo placement on all sponsor recognition signage
- Logo on marketing/promotion emails for STUDIO Conference
- Sponsor of one (1) of the following: Charging Stations, Coffee Sleeves, Cocktail Napkins

KILOWATT SPONSORS (\$1,500)

- One (1) complimentary pass
- Logo on sponsor page of the website with hyperlink
- Logo placement on all sponsor recognition signage
- Logo on marketing/promotion emails for STUDIO Conference
- Presenting sponsor of the Poster Sessions

UTILITY PARTNER (\$2,000)

- Two (2) complimentary passes
- Logo on sponsor page of the website with hyperlink
- Logo placement on all sponsor recognition signage
- Logo on marketing/promotion emails for STUDIO Conference

STUDENT SCHOLARSHIPS (\$1,500)

- One (1) complimentary pass
- Logo on sponsor page of the website with hyperlink
- Logo placement on all sponsor recognition signage
- One (1) student sponsored to attend the conference
- Breakfast with the scholar on a designated day hosted by ESA
- Logo on marketing/promotion emails for STUDIO Conference

SPONSORSHIP APPLICATION FORM

INSTRUCTIONS

Complete all sections of this application then sign and return the application with full payment to the Energy Storage Association. Upon receipt and acceptance of application, ESA will send confirmation of the same. Please maintain a copy of this for your files.

SPONSOR INFORMATION

Company: _____

Contact: _____

Address: _____

City: _____ State: _____ Zip: _____

Country: _____ Telephone: _____

Email: _____ Website: _____

EVENT	SPONSORSHIP ITEM	SPONSORSHIP FEE
	TOTAL:	

METHOD PAYMENT

Check Wire Transfer

American Express MasterCard Visa Discover

For Credit Card Payments Only

Total: _____

Card Number: _____

Expiration Date: _____

Name on Card: _____

Billing Address: _____

Signature: _____

Wire Transfer Information

Bank Name: Chain Bridge Bank
1445-A Laughlin Avenue
McLean, VA 22101

Account Name: Energy Storage Association – Events

ABA: 056009479

Account: 2100109335

FED ID: 52-1984047



Energy
Storage
Association

TERMS AND CONDITIONS

WHEREAS, in furtherance of its tax-exempt purposes, the Energy Storage Association (“ESA”) shall conduct certain events (“the Event(s)”); and WHEREAS, Sponsor desires to sponsor the Event(s); and WHEREAS, ESA desires to permit Sponsor to sponsor the Event(s) 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 event(s).

iii. **Sponsorship.**

A. During the Term of this Agreement, ESA hereby agrees to identify and acknowledges Sponsor as a sponsor of the Event(s), 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 thereunder. 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 thereunder) on printed Events(s) materials including signage, books, etc., and on ESA’s site on the Internet (pursuant to Section V below) in connection with the Event(s), as well as on marketing, advertising, and other appropriate promotional media and materials in connection with the Event(s). The placement, form, content, appearance, and all other aspects of such identification and acknowledgment shall be determined by ESA 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, ESA hereby agrees to provide those benefits to Sponsor as identified in Addendum A.

C. During the Term of this Agreement, Sponsor shall be permitted to maintain an Internet hyperlink on the Sponsors page of ESA’s Event(s) page on the Internet under (<http://energystorage-events.org>) to the page of Sponsor’s Web site on the Internet identified above, pursuant to the terms and conditions of Section V below.

D. Sponsor shall provide to ESA 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 Event(s); provided, however, that all uses of such logos and other information, content and materials shall be determined by ESA 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 in the application form. All due dates specified by ESA 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.

E. During the Term of this Agreement, Sponsor shall be permitted to utilize the Event(s) name, acronym and logo for the sole purpose of promoting Sponsor’s sponsorship of the Event(s), pursuant to the terms of Section IV below. All uses by Sponsor of the Event(s) name, acronym or logo shall be subject to the prior approval of ESA.

iv. **Mutual Intellectual Property License**

A. Limited License to ESA. In connection with ESA’s non-exclusive grant to sponsor the Event(s), the ESA 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 Event(s), 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 ESA 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 ESA; 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 ESA’s nonexclusive grant to sponsor the Event(s), Sponsor is

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hereby granted a limited, revocable, non-exclusive license to use the name of the Event(s) and the logo of the Events(s), as provided by ESA, (hereinafter collectively referred to as the "Event(s) Marks") solely with the term "Sponsor" prominently displayed directly adjacent thereto (to ensure the absence of any implication that Sponsor is endorsed by ESA), with the limited authority to use the Event(s) 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 Event(s) Marks in a manner that states or implies an endorsement of Sponsor (or Sponsor's products or services) by ESA. Notwithstanding the foregoing, all uses by Sponsor of the Event(s) Marks shall be subject to the prior approval of ESA. In all uses by Sponsor of the Event(s) Marks, Sponsor shall ensure that, if so directed by ESA, all applicable trademark and copyright notices are used pursuant to the requirements of United States law and any other guidelines that ESA 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 ESA. The interpretation and enforcement (or lack thereof) of such terms and conditions, and compliance therewith, shall be made by ESA in its sole discretion.

c. **General Provisions.** The Sponsor Marks and the Event(s) Marks are hereinafter collectively referred to as the "Marks." The Marks are and shall remain at all times the sole and exclusive property of their respective owners (i.e., ESA shall be considered the "owner party" and Sponsor shall be considered the "non-owner party" with respect to the Event(s) Marks; Sponsor shall be considered the "owner party" and ESA 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.

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.

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 nonowner 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 nonowner 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 ESA.

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.

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 Sponsors page of the Event(s) website on the Internet under ([http:// energystorage-events.org](http://energystorage-events.org)) to the home page of Sponsor's Web site on the Internet, as identified above, pursuant to the terms and conditions of this Section V. ESA 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 page of ESA's Event(s) Web site. The specific placement (on the Sponsors page of the ESA's Events(s) Web site), appearance and operation of the link shall be

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consistent with the terms and conditions of this Agreement and shall be mutually agreed upon by ESA 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 ESA's Web site more prominently than ESA's name or logo, or than ESA's Web site 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 ESA's Event(s) Web site 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 Web site may be placed in a frame on any page of ESA's Event(s) Web site. ESA does not endorse, approve, certify, or control Sponsor's Web site 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 ESA. ESA 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 ESA's use of Sponsor's Link Logo, and ESA agrees to provide Sponsor with unrestricted access to ESA's Web site to review such use. This link shall terminate and be removed immediately from the ESA's Web site 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 Event(s) and to be acknowledged by ESA as a sponsor of the Event(s) during the Term of this Agreement, Sponsor agrees to pay a Sponsorship Fee to ESA in the amount identified in Addendum A, to be paid in a single lump-sum which must be received by ESA together with the completed sponsorship application. ESA 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 the Sponsorship Application Form shall constitute payment by Sponsor solely for Sponsor's right to sponsor the Event(s) and to be acknowledged by ESA as a sponsor of the Event(s). Such Sponsorship Fee shall in no manner be considered compensation or reimbursement for services rendered, activities undertaken by ESA 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 ESA 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 ESA 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, Web site, 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. ESA 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.

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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 hereunder 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,

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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. Sponsor may designate an alternative contact by completing the section in the application.

xii. Acceptance.

On behalf of the Sponsor identified, the undersigned acknowledges and agrees that i) acceptance of this application by Energy Storage Association creates a binding and enforceable contract, ii) both parties are bound by the Terms and Conditions, and iii) sponsorship are non-cancellable and sponsorship fees are non-refundable.

Authorized Signature: _____

Name: _____ Title: _____ Date: _____