



Water Environment Federation® License and Rules for Sponsors

By making a sponsorship reservation and contract, You (“Corporate Sponsor”) agrees to abide by the terms set forth in this WEF® License and Rules for Sponsors and Addendum A (collectively “Agreement”).

1. Sponsorship. Corporate Sponsor understands that its contract for sponsorship is made to support WEF’s purposes and missions by associating the Corporate Sponsor’s name and logo with the (“Meetings, Events and Activities”) related to AWWA/WEF Utility Management Conference (“Utility Management”) as described in this Agreement and by remitting a corporate sponsorship fee to WEF. The Corporate Sponsor’s involvement with Utility Management will be limited in scope, consistent with WEF’s nonprofit status and federal tax exemption requirements. WEF’s acceptance of the corporate sponsorship payment does not suggest or convey WEF’s approval, endorsement, certification, acceptance, or referral of any product or service of the Corporate Sponsor. No written or oral statements or materials developed or intended for use in connection with the Corporate Sponsor’s support for Utility Management will be used without the advance review and written approval of WEF. WEF will provide appropriate and grateful acknowledgment and recognition of the Corporate Sponsor’s support, consistent with applicable provisions of the Internal Revenue Code and Internal Revenue Service regulations; the nature and extent of that acknowledgment and recognition are also described in Addendum A.

2. Limited Mutual Licensing of Intellectual Property. WEF and the Corporate Sponsor each provides to the other a limited nonexclusive license to use each other’s name, logo, and other pertinent trademarks, service marks, copyrights, or other intellectual property as specifically described in Addendum A and in connection with the Activity only. No other uses of WEF’s or the Corporate Sponsor’s intellectual property are permitted or authorized.

3. Support Fee. The amount of the support fee to be paid by the Corporate Sponsor to WEF is described in Addendum A. Corporate Sponsor is eligible for the member rate only if the Corporate Sponsor has an Exhibitor Membership or Corporate Membership at the time of billing and at the time of Utility Management. Corporate Sponsor agrees that the Support Fee will be paid in full before Corporate Sponsor is entitled to the receipt of any sponsor recognition with Utility Management.

4. Mutual Protection of Confidential Information. Should WEF or the Corporate Sponsor come into possession of a trade secret or confidential information of the other in connection with Utility Management, each will avoid disclosure of that trade secret or confidential information using the equivalent methods and means that each would use to protect its own trade secret or confidential information; each will use its best efforts to avoid disclosure of confidential information by officers, directors, employees, volunteers, agents, or consultants without the written approval of the other party that owns the trade secret or confidential information. This provision will survive any cancellation or expiration of this Agreement.

5. Mutual Indemnification. WEF and the Corporate Sponsor (individually, the “Indemnifying Party”) each agree to defend, indemnify and hold harmless the other party, including its officers, directors, employees, contractors, agents, and consultants (the “Indemnified Party”), from and against any and all claims, losses, damages, liabilities, judgments, or settlements, including without limitation reasonable attorneys’ fees, costs, and other expenses, incurred on account of or resulting from (a) breach of any of its terms, warranties, representation, or obligations under this Agreement by the Indemnifying Party; (b) the Indemnifying Party’s willful or negligent acts or omissions, intentional misrepresentations, willful misconduct or fraud in connection with Utility Management; and (c) any violation of any applicable law, rule or regulation; provided, however, the Indemnifying Party’s indemnification obligation under this section shall not apply to any liability, damage, loss, expense, claims, actions or demands to the extent that such is attributable to the negligent activities or misconduct of the Indemnified Party. The parties shall not be considered to have a partnership, agency, or joint venture relationship. These provisions will survive any cancellation or expiration of this Agreement.

6. Mutual Right of Cancellation. Either WEF or the Corporate Sponsor may cancel Corporate Sponsor’s

participation in Utility Management with advance written notice to the other, on or before December 22, 2021; in that case, no further use may be made of the other's intellectual property or of any statements or materials of the other developed or intended for use in connection with Utility Management without the prior written approval of the other party. In the event the Corporate Sponsor receives written notice of Corporate Sponsor's cancellation on or before December 22, 2021, WEF will refund to the Corporate Sponsor 75% of the support fee. Any written notice of cancellation received by WEF on or after December 23, 2021, are not eligible for any refund of the support fee.

7. Modifications to Sponsorship Opportunities. It is understood and agreed by Corporate Sponsor that WEF may modify the sponsorship opportunities provided to Corporate Sponsor including, but not limited to, adjustments to the timing, dates, location, format of Utility Management and, if WEF deems it necessary, cancel any due to reasons beyond WEF's control as outlined in Section 8 below.

8. Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement due to events beyond its reasonable control, including, but not limited to, strikes, lockout, boycott or other labor disturbance, technical or other personnel failure fire, casualty, flood, earthquake, explosion or accident, blockade or embargo, inclement weather, riots, wars, fire, acts of God, disease, epidemics, pandemics, acts of terrorism and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body. In the event of a cancellation of the sponsorship opportunity pursuant to this provision, WEF may retain such part of a sponsorship fee as shall be required to recompense it for expenses incurred up to the time such contingency shall have occurred, and there shall be no further liability on the part of either party.