



Water Environment Federation® (WEF®) License for Sponsorship

Utility Management Conference 2018 Specialty Conference License and Rules for Sponsors

By making a sponsorship reservation and contract, Corporate Sponsor agrees that they will abide by the following terms and rules for WEF's Utility Management and Addendum A to these rules.

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 WEF's Utility Management Conference 2018 as described in Addendum A of this Agreement and by remitting a corporate sponsorship fee to WEF. The Corporate Sponsor's involvement with Utility Management 2018 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 2018 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 the Conference. Corporate Sponsor agrees that the Support Fee will be paid in full before Corporate Sponsor is entitled to the receipt of any sponsor recognition at Utility Management 2018.

4. Mutual Protection of Confidential Information. Should WEF or the Corporate Sponsor come into possession of trade secret or confidential information of the other in connection with Utility Management 2018, 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 each agrees to indemnify and hold harmless the other, as well as the other's officers, directors, employees, agents, and consultants, from any and all claims, losses, damages, liabilities, judgments, or settlements, including

reasonable attorneys' fees, costs, and other expenses, incurred on account of the indemnifying party's willful or negligent acts or omissions in connection with Utility Management 2018. 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 its participation in Utility Management 2018 on or before December 22, 2017 with written notice to the other; 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 2018 without written approval. In the event the Corporate Sponsor cancels on or before December 22, 2017, WEF will refund to the Corporate Sponsor up to 75% of the support fee. Cancellations received by WEF after December 22, 2017, will result in no refund to the Corporate Sponsor.