



Citizens Energy Group Brand Use Agreement

This Brand Use Agreement (this "Agreement") is made as of , 20__ (the "Effective Date") by and between the Board of Directors for Utilities of the Department of Public Utilities of the City of Indianapolis, as trustee of a public charitable trust, d/b/a Citizens Energy Group ("Citizens") and the party identified below as licensee ("Licensee"). Citizens and Licensee may individually be referred to as a "Party" and collectively referred to as the "Parties". For good and valuable consideration, the Parties agree as follows:

Licensee seeks to use the Citizens Brand because it is (select one) (the "Purpose"):

- Being supported by Citizens
Hosting an Event Sponsored by Citizens
Engaging in Cross-Promotional Efforts with Citizens
Linking to Citizens' website

Licensee's "Intended Use" is (check all that apply):

- Internet
Digital Content
Print Content
Audio Content
Signage or other Public Use
Other:

Licensee's "Local Market" is (check one):

- Indianapolis
Indianapolis and surrounding suburbs
Central Indiana
Indiana
Nationwide
Other

Licensee's Usage Rights Include (check all that apply):

- Use of Licensed Marks alone
Use of Licensed Marks in conjunction with Licensee's own marks
Use of Licensed Marks in conjunction with third - party marks

- 1. License Grant. Citizens owns trademarks, service marks, and trade dress associated with its products and services, which include, but are not necessarily limited to, those marks that are described in the Citizens Branding Guide ("Guide") attached as Exhibit A (the "Licensed Marks"). Citizens hereby grants to Licensee a non-exclusive, royalty-free, limited, and non-sublicensable license to make its Intended Use of the Licensed Marks in the Local Market to effect the Purpose described above in accordance with the Usage Rights. Licensee's use of the Licensed Marks must comply with the Guide, which may be updated from time to time.
2. Rights. Citizens retains all rights in the Licensed Marks other than the license granted to Licensee herein. Licensee's use of the Licensed Marks shall inure to the benefit of Citizens and shall not create any rights in Licensee. Licensee will not take any action inconsistent with Citizens' right, title, and interest in and to the Licensed Marks or the validity of the Licensed Marks.
3. Quality Control. Citizens shall monitor the nature and quality of the products and services in connection with which Licensee is using the Licensed Marks, as well as Licensee's compliance with the Guide. Licensee shall make such adjustments Citizens may require as soon as Citizens shall direct.
4. Term, Termination, and Effect of Termination or Expiration.
a) This Agreement shall continue for a Term of (check one):
one (1) year, or
_____ from the Effective Date,
after which it shall expire.

- b) Either Party may terminate this Agreement immediately upon sending notice to the other Party.
- c) Upon expiration or termination of the Agreement, Licensee immediately shall cease using the Licensed Marks entirely, and to the extent feasible, shall entirely remove the Licensed Marks from the Local Market.
5. **Representations and Warranties.** Licensee represents and warrants that it has the authority to enter into this Agreement and that doing so, and complying with the terms of this Agreement, does not violate any other agreement to which Licensee is a party. Licensee represents, warrants and covenants that its use of the Licensed Marks shall at all times comply with the requirements of this Agreement.
 6. **Limitation of Liability.** Citizens is not liable for any cost or damage based on a Claim (defined below) arising out of or related to Licensee's use of Licensed Marks.
 7. **Indemnification.** Licensee shall indemnify, defend and hold harmless Citizens, its trustees, officers, directors, agents, affiliates, and employees, and permitted successors and assigns, harmless from any liabilities, costs, fines and penalties of any kind, including settlements and attorneys' fees and costs, based on any proceedings or actions arising out of any and all claims based on Licensee's breach of this Agreement ("Claims"). Citizens shall give Licensee prompt written notice of any Claim for which Citizens is seeking indemnity and shall provide Licensee with requested assistance and information for its defense. Licensee shall defend with its counsel or other counsel of its choice. Licensee may only settle such Claims with the advance approval of Citizens. Citizens may participate in the litigation with its own counsel and at its own cost.
 8. **Relief.** Nothing in this Agreement shall limit Citizens' ability to obtain relief from Licensee under law or equity.
 9. **Notice.** Any notices or communications under this Agreement will be written and hand-delivered, or emailed, or sent by registered or certified mail, return receipt requested, to the other Party at the address in signature section of this Agreement.
 10. **Infringement.** Licensee promptly shall notify Citizens of any known or suspected infringement of the Licensed Marks. Citizens may, but is not required to, take action. Licensee may take no action against the alleged infringer without the advance, written approval of Citizens.
 11. **No Waiver.** The failure of either Party to require performance of any provision of this Agreement or the waiver by any Party of any breach hereof shall neither prevent subsequent enforcement thereof nor be deemed a waiver of any subsequent breach.
 12. **Complete Agreement; Binding Effect.** All attachments identified as Exhibits, Attachments or Schedules are incorporated herein by reference and made a part of this Agreement. This Agreement is binding on the Parties and their affiliates, subsidiaries, parents, agents, successor-in-interest, assigns and licensees. This Agreement is the entire agreement with respect to its subject matter and supersedes all prior understandings, whether written or oral. This Agreement may be modified only by a writing signed by both Parties.
 13. **Independent Contractors.** The actions of the Parties under this Agreement are those of independent contractors and under no circumstances will any of the employees of one Party be deemed the employees of the other Party for any purpose. This Agreement will not be construed as authority for either Party to act for the Party in any agency or other capacity to make commitments of any kind for the account of, or on behalf of, the other Party.
 14. **Governing Law.** This Agreement is made in and will be construed under the laws of the State of Indiana and the United States of America without regard to the State of Indiana's conflict of laws provisions. The Parties irrevocably consent to jurisdiction and venue in the State and Federal Courts located in Marion County, Indiana.
 15. **Authority, Signatures and Counterparts.** All persons signing this Agreement represent and warrant that they have full authority and power to execute this Agreement on behalf of the respective

Parties hereto and that they have had an opportunity to consult with counsel prior to signing this Agreement. Facsimile signatures shall be binding as originals. This Agreement may be executed in counterparts, which, when taken together, shall constitute a single document. Duplicate originals also are permitted; each shall be binding as an original document.

IN WITNESS WHEREOF, the Parties executed this Agreement as of the Effective Date.

CITIZENS ENERGY GROUP

LICENSEE: _____

By: _____
Signature

By: _____
Signature

Name:

Name:

Title:

Title:

Address:

Address:

Fax:

Fax:

Email:

Email:

EXHIBIT A



Brand Guidelines

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Our Logo

MEANING AND BREAKDOWN

The logo mark and stylized “C” honor the visual tradition of our past logos, but have been updated to be more visually progressive while still embodying our trustworthy and neighborly attributes. The blue and green color palette symbolizes the sky and earth, promoting our dedication to environmental conservation. The lowercase letters are meant to portray an approachable and neighborly company. The stylized “C” mark evokes a sense of energy and movement, representing our progressive nature.



Logos are available for download at <https://info.citizensenergygroup.com/partners/media/logos>

Logo Usage

PREFERRED USE

The preferred use of the logo is in full color on a white background. The stylized “C” of the mark and the word “citizens” appear in brand standard blue. The lower portion of the stylized “C” in the mark, the words “energy group”, and the TM symbol are in the brand standard green. These use the brand font, Trebuchet. Avoid using the logo on a background color that does not allow for substantial contrast or does not complement the logo colors. When such situations cannot be avoided, use one of the logo versions provided.

VARIATIONS

Our logo is available in limited color formats for various configurations to ensure its integrity across a variety of applications. Use the one-color black option when four-color printing is not available. Use the one-color white version against a dark or black background when four-color printing is not available. Never place the logo on a color except as specified.

Full-color positive



Full-color light background only



One-color black (for some print, embroidery applications)



One-color white



Logo Spacing

AREA OF NONINTERFERENCE

A minimum amount of clear space should surround the Citizens logo to separate it from other elements such as headlines, text, graphics, or the outside edge of the printed piece. Photos and other graphics should also not be used within the area of isolation, except for the Positioning Line and Member Line. This area is called the area of noninterference, and it preserves the legibility and the visual impact of the logo.



The Citizens Energy Group logo can appear by itself, but may include the Positioning Line (“We’re all citizens.”). When used, this Positioning Line should appear beneath the logo and should allow an additional 50% to the free zone.



MINIMUM SIZING

To ensure that our logo is legible, it is advised that it not be printed any smaller than 1.5 inches, which includes the space from the outside edge of the stylized “C” mark to the outside edge of the letter “p” in “group.”



Incorrect Usage

LOGO CONFIGURATION DON'TS

It is important to use the company logo as it was designed. Incorrect usage of the Citizens logo undermines the brand. Examples of logo misuse include:



Do not change colors of the logo or logo mark in the lockup.



Do not stretch, condense, or shrink the dimensions of the lockup.



Do not alter or change typefaces.



Do not rearrange or alter the position of elements in the lockup.



Do not skew, rotate, distort, or bend the logo lockup.



Do not remove, add, or alter any elements in the lockup.

Font

CITIZENS APPROVED FONT

Trebuchet is our standard corporate typeface and should be used for body copy, headlines, captions, tables, etc. Trebuchet is available in a full set of weights and italics for your application.

Trebuchet Regular

abcdefghijklmnopqrstuvwxy
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
1234567890 (.,;:)

Trebuchet Bold

abcdefghijklmnopqrstuvwxy
ABCDEFGHIJKLMNOP**QRSTUVWXYZ**
1234567890 (.,;:)

Trebuchet Italic

abcdefghijklmnopqrstuvwxy
*ABCDEFGHIJKLMN**OP**QRSTUVWXYZ*
1234567890 (.,;:)

Trebuchet Bold Italic

abcdefghijklmnopqrstuvwxy
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
1234567890 (.,;:)



Clothing

LOGOS ON CLOTHING

On clothing items used for uniform purposes, it is critical the logo is readily visible to ensure proper identification as a Citizens Energy Group employee. On dark/black items of uniform clothing, a white logo treatment is preferred. On lighter colored items of uniform clothing, a black or two-color logo treatment is preferred.



Dark Clothing Item



Light Clothing Item

Brand Colors

COLOR PALLETTE

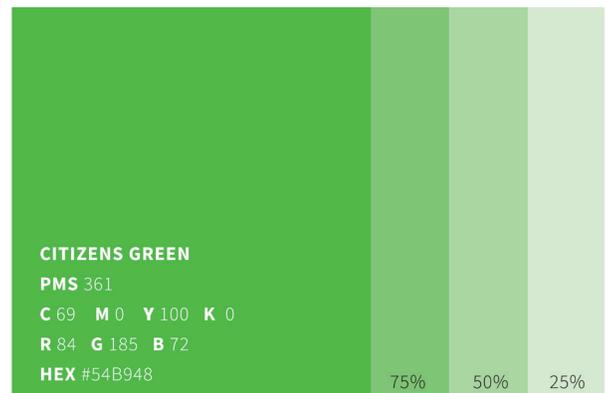
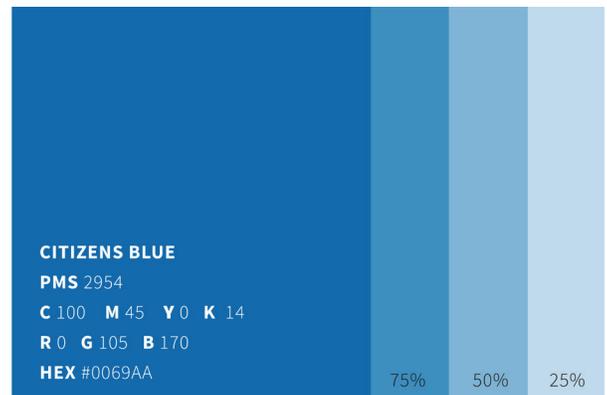
The Citizens Energy Group color palette is a way to add visual interest into our marketing materials and demonstrate clear, engaging, and cohesive branding throughout company messaging. The brand contains both a primary and secondary palette, allowing creative flexibility for both marketing and communication needs. Citizens Blue and Citizens Green are our primary colors and should be the dominant features in all appropriate communication materials. Black is acceptable and preferred as a text color when used in letters, email, or other formal business-related interactions.

The color specifications shown here must be consistently followed in order to maintain cohesiveness of our visual brand identity. Do not introduce additional colors to the color formations below. For designers or developers, our color palette is available in PMS, CMYK, HEX, and RGB as an Adobe Swatch Exchange (ASE).

PRIMARY COLORS

Representing our dedication to conservation and the environment, Citizens Energy Group chose two primary colors: Citizens Blue and Citizens Green. These colors should be the first color choice when designing communication or marketing materials.

Black or gray text, especially in formal communication, including letterheads, memos, or emails, is acceptable and preferred for most applications. Using our brand color palette is meant to enhance communications in a professional manner, but not overpower them.



SECONDARY COLORS

The secondary color palette is designed as a way to provide creative flexibility, as well as accent the primary color palette. These colors were chosen to complement the primary color palette rather than compete with it.

Each of the seven secondary brand colors has corresponding tints to provide a range of color options.

For questions regarding how to use the secondary Citizens Energy Group color palette, contact Wayne Stohs (wtohs@citizensenergygroup.com).

Please note, any use of these colors within a document, campaign, or marketing material should be approved by the Citizens Energy Group Corporate Affairs Department before release.

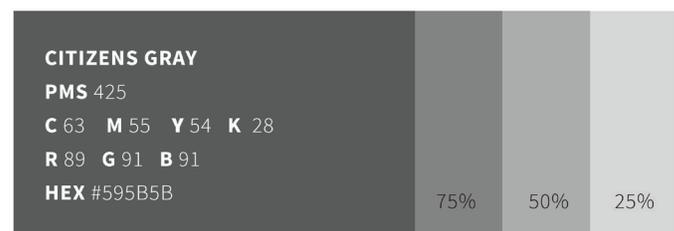
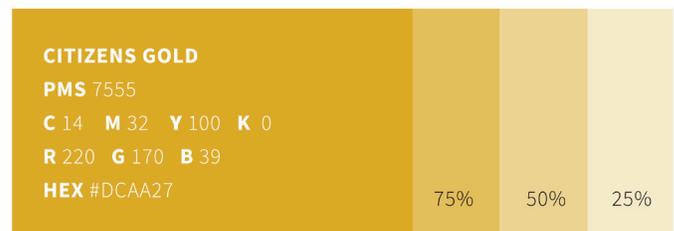
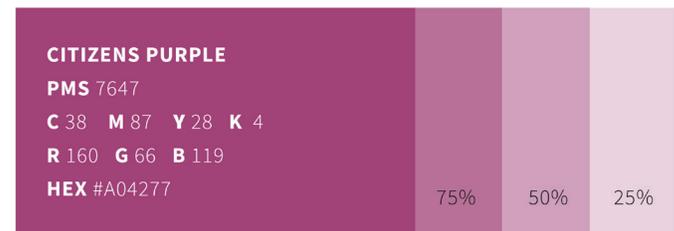
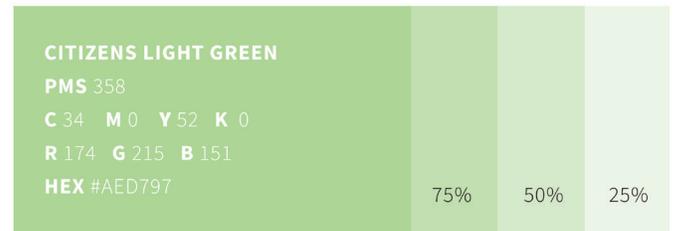
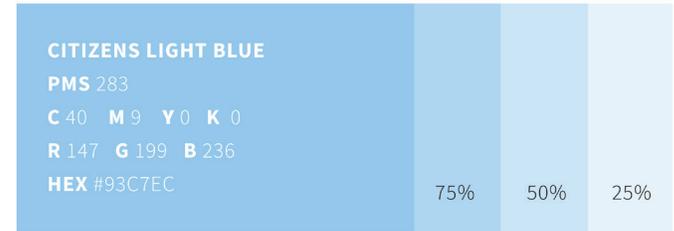
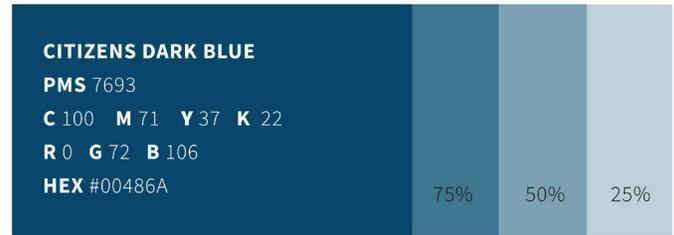
NOTE: The different values associated with each brand color are dependent on the intended use.

PMS: This value is based on the Pantone Matching System® and should only be used when a spot color is needed (limited use).

CMYK: For nearly all print work, use CMYK values for the most accurate brand color reproduction.

RGB: This value should be used in all digital applications where the deliverable will be viewed primarily on a screen.

HEX: HEX values should be used when reproducing brand colors in a digital, RGB environment. Best for web developers and designers.



Elevated Water Towers

LOGO TREATMENT

This treatment shall be used for all Citizens Energy Group elevated water towers (EWT). Two logos shall be placed on EWT on opposite sides, or as approved by Corporate Affairs, with the goal of maximizing brand visibility. Logo dimensions are presented below.

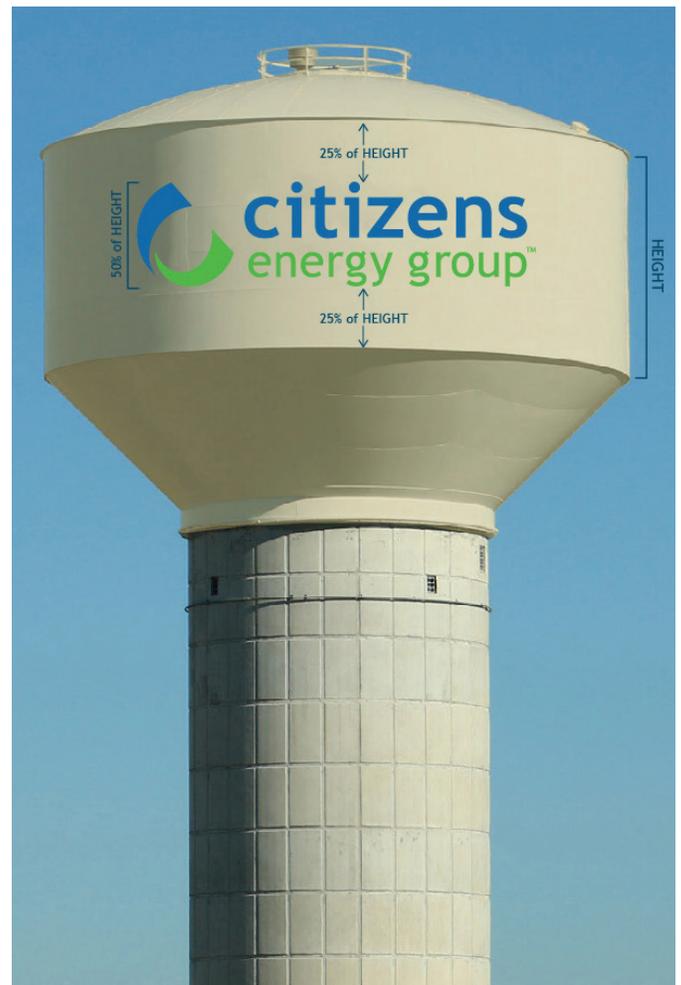
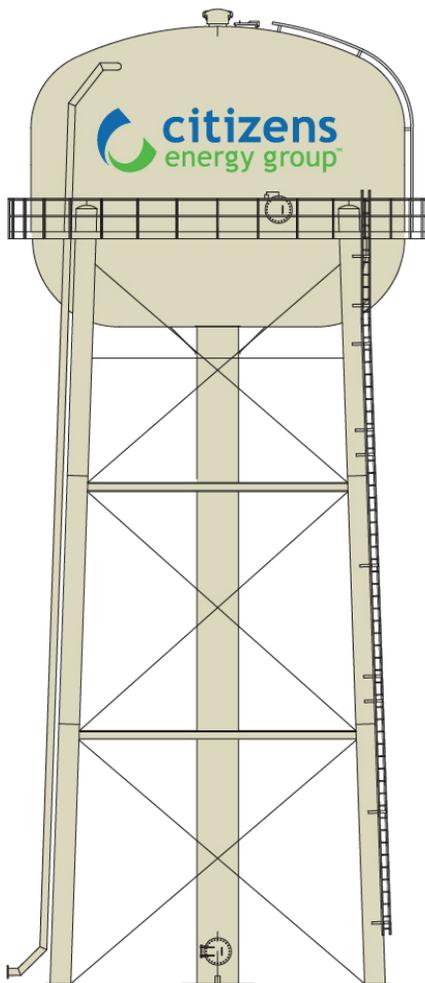
Please consult Corporate Affairs for treatment of ground storage tanks.

TNEMEC COLOR FOR WATER TOWERS

 361 C
Green, V700G5465

 2945 C
Blue, V700B6957

 142GN
Death Valley Tan, Base Color



Questions

WHEN YOU HAVE QUESTIONS

Although this guide presents comprehensive instructions for using our various logos, there will undoubtedly be situations you face that are not specifically addressed in this brand guide.

When this occurs, we encourage you to contact **Wayne Stohs** (wstohs@citizensenergygroup.com) for guidance on the proper use of our logo in these unconventional circumstances, and we will provide prompt guidance on how to maintain the integrity of our brand for your specific application.

