

# NetEdison™

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## Affiliate License Agreement

A Trademark and Affiliate License of BWX INC

Version 1.0 · July 2025

BWX INC / Open Doors Management  
San Diego, California

## RECITALS

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This NetEdison Affiliate License Agreement (the "Agreement") is entered into as of the date of last signature below (the "Effective Date") by and between:

BWX INC, a California corporation doing business as Open Doors Management, with its principal place of business in San Diego, California ("Licensor"); and

The entity identified on the signature page hereto ("Licensee").

Licensor and Licensee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Licensor is the owner of the NetEdison™ trademark, service marks, and associated logos (collectively, the "NetEdison Marks"), and controls the rights therein;

WHEREAS, Licensor has developed and promotes an open-architecture ecology for the global electricity grid, inspired by the TCP/IP model of the Internet, including the Energy Protocol (EP), the Energy Router Operating System (EROS), and the layered EnergyNet network model;

WHEREAS, the Parties wish to advance the global open energy ecology by enabling qualified organizations to operate under the NetEdison name in designated affiliate capacities;

WHEREAS, this Agreement establishes four distinct affiliate tiers — NetEdison Labs, NetEdison [Country], NetEdison Curriculum, and NetEdison Certified — each with specific rights, obligations, and quality standards;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **Article 1 — Definitions**

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1.1 "Affiliate Name Format" means the specific naming convention authorized for each Affiliate Tier, as set forth in Article 2 and Exhibit A.

1.2 "Affiliate Tier" means one of the four categories of licensed affiliation under this Agreement: NetEdison Labs, NetEdison [Country], NetEdison Curriculum, or NetEdison Certified.

1.3 "Energy Protocol" or "EP" means the open standard communication protocol for energy packet routing, analogous to TCP/IP, as developed and maintained by the NetEdison community.

1.4 "EROS" means the Energy Router Operating System, the open-source software that powers Energy Router hardware devices.

1.5 "Licensed Territory" means the geographic territory within which Licensee is authorized to use the NetEdison Marks, as specified in Article 2 for the applicable Affiliate Tier.

1.6 "Licensee" means the entity identified on the signature page that is granted rights under this Agreement.

1.7 "Licensor" means BWX INC, doing business as Open Doors Management.

1.8 "NetEdison Marks" means the NetEdison™ word mark, any associated logos, and any tier-specific marks (e.g., "NetEdison Certified" seal) controlled by Licensor.

1.9 "Quality Standards" means the standards of quality and performance applicable to each Affiliate Tier, as set forth in Article 3 and Exhibit B of this Agreement.

## Article 2 — License Grant

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Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-transferable license to use the NetEdison Marks in connection with the Affiliate Tier designated on the signature page, as follows:

### 2.1 NetEdison Labs

(a) Permitted Name Format. "NetEdison Labs [Entity Name]" (e.g., "NetEdison Labs Acme Engineering").

(b) Scope of Use. Licensee may use the NetEdison Labs name and associated logos in connection with research and development activities, including but not limited to: building and testing Energy Router hardware, developing and testing EP implementations, and contributing to the EROS open-source project.

(c) Territory. Worldwide, unless otherwise specified on the signature page.

(d) Exclusivity. Non-exclusive. Licensor may grant NetEdison Labs designations to multiple entities.

(e) Sublicensing. Not permitted without prior written consent of Licensor.

## 2.2 NetEdison [Country]

(a) Permitted Name Format. "NetEdison [Country or Region]" (e.g., "NetEdison India," "NetEdison Brazil," "NetEdison EU").

(b) Scope of Use. Licensee may use the designated country/regional NetEdison name and associated logos to establish a national or regional presence, coordinate local community activities, engage with local regulatory bodies, and promote the NetEdison open energy ecology within the designated territory.

(c) Territory. Limited to the country or region designated in the Affiliate Name Format, as specified on the signature page.

(d) Exclusivity. Exclusive within the designated territory for the initial term, subject to Licensee meeting all Quality Standards. Licensor reserves the right to convert to non-exclusive upon renewal if Licensee fails to maintain active operations.

(e) Sublicensing. Licensee may sublicense to local chapters within its designated territory only with prior written consent of Licensor and subject to identical quality obligations.

## 2.3 NetEdison Curriculum

(a) Permitted Name Format. "NetEdison Curriculum" used in connection with course titles, syllabi, and educational materials (e.g., "NetEdison Curriculum — Introduction to Energy Networking").

(b) Scope of Use. Licensee may use the NetEdison Curriculum name and materials in the development and delivery of educational content, including university courses, vocational training programs, online courseware, and published textbooks relating to EP, EROS, EnergyNet, and open energy systems.

(c) Territory. Worldwide, unless otherwise specified on the signature page.

(d) Exclusivity. Non-exclusive. Licensor encourages broad educational adoption.

(e) Sublicensing. Not permitted without prior written consent of Licensor.

## **2.4 NetEdison Certified**

(a) Permitted Name Format. "NetEdison Certified" used as a certification mark on products and marketing materials (e.g., "NetEdison Certified Energy Router" or the NetEdison Certified seal).

(b) Scope of Use. Licensee may use the NetEdison Certified mark on products, packaging, datasheets, and marketing materials solely for products that have successfully passed the NetEdison interoperability and certification testing program as defined in Exhibit B.

(c) Territory. Worldwide, unless otherwise specified on the signature page.

(d) Exclusivity. Non-exclusive. Certification is available to any manufacturer or vendor whose products meet the certification requirements.

(e) Sublicensing. Strictly prohibited. The NetEdison Certified mark may only be used on products that have directly passed certification testing.

## **Article 3 — Quality Control**

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Quality control is essential to the validity and integrity of the NetEdison Marks under applicable trademark law. Licensee acknowledges that maintaining consistent quality standards protects both Parties and the broader NetEdison community.

### **3.1 General Quality Obligations**

(a) Licensee shall at all times maintain the quality of its products, services, and activities associated with the NetEdison Marks at a level consistent with the Quality Standards set forth in Exhibit B and any supplemental guidelines issued by Licensor.

(b) Licensee shall promptly notify Licensor of any material changes to its operations, products, or services that may affect the quality associated with the NetEdison Marks.

### **3.2 Inspection and Audit Rights**

(a) Licensor shall have the right, upon reasonable notice (not less than fifteen (15) business days), to inspect Licensee's facilities, products, materials, and records to verify compliance with the Quality Standards.

(b) Licensee shall provide Licensor with reasonable access to samples of products, marketing materials, and other items bearing the NetEdison Marks upon request.

### **3.3 Tier-Specific Quality Provisions**

(a) NetEdison Labs. Licensee must demonstrate active research, development, or engineering contribution activity on at least a quarterly basis, including contributions to EROS, EP testing, or Energy Router development.

(b) NetEdison [Country]. Licensee must maintain a documented governance structure, comply with local legal requirements, and demonstrate active community engagement within its designated territory.

(c) NetEdison Curriculum. Licensee must adhere to recognized academic standards, ensure factual accuracy of all materials regarding EP and EROS, and update curricula within twelve (12) months of any material changes to EP or EROS specifications.

(d) NetEdison Certified. Products must pass the current version of the NetEdison interoperability testing program. Certification is valid for two (2) years from the date of testing; products must be retested upon expiration or upon release of a new major version of EP.

### **3.4 Remediation and Revocation**

If Licensor determines that Licensee has failed to meet the applicable Quality Standards, Licensor shall provide written notice specifying the deficiency. Licensee shall have thirty (30) days to cure the deficiency. If the deficiency is not cured within such period, Licensor may revoke the license granted under this Agreement, in whole or in part, upon written notice to Licensee.

## **Article 4 — Fees and Reporting**

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### **4.1 Royalty-Free License**

The license granted hereunder is royalty-free for the initial three-year term. This royalty-free structure is intended to encourage ecosystem growth and broad participation in the NetEdison open energy ecology.

### **4.2 Annual Activity Report**

Licensee shall submit to Licensor an annual activity report within thirty (30) days following each anniversary of the Effective Date. Such report shall include, at a minimum: (a) a summary of Licensee's use of the NetEdison Marks during the reporting period; (b) a description of Licensee's activities under its designated Affiliate Tier; (c) any changes to Licensee's organizational structure or contact information; and (d) a self-assessment of compliance with the applicable Quality Standards.

### **4.3 Reserved Right to Introduce Fees**

Licensor reserves the right to introduce reasonable license fees or annual dues upon renewal of this Agreement. If Licensor elects to introduce fees, it shall provide Licensee with no less than one hundred eighty (180) days' written notice prior to the beginning of the renewal term in which such fees will take effect. Licensee may elect to terminate this Agreement in lieu of accepting such fees by providing written notice within sixty (60) days of receiving Licensor's fee notice.

## **Article 5 — Open Source Compatibility**

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## **5.1 Separation of Rights**

The trademark license granted under this Agreement is separate and independent from any rights granted under the open-source software license(s) applicable to EROS, EP, or other NetEdison open-source projects. This Agreement does not grant Licensee any copyright, patent, or other intellectual property rights in EROS or EP beyond the trademark license expressly set forth herein.

## **5.2 Open Source Compliance**

Licensee's use, modification, and distribution of EROS, EP, and any other NetEdison open-source software shall be governed exclusively by the applicable open-source license under which such software is released. Licensee shall comply with all terms and conditions of such open-source licenses.

## **5.3 No Ownership Claims**

Licensee shall not claim ownership of, or proprietary rights in, EROS, EP, or any other NetEdison open-source project. Licensee acknowledges that these projects are community-developed and maintained under open-source governance.

## Article 6 — Restrictions

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Licensee shall not:

- (a) Use the NetEdison Marks in any manner that implies Licensor endorses, sponsors, or approves Licensee's products or services beyond the scope of this Agreement;
- (b) Register, apply to register, or assist any third party in registering any trademark, domain name, social media handle, or trade name that is confusingly similar to the NetEdison Marks;
- (c) Sublicense, assign, or transfer any rights in the NetEdison Marks to any third party without the prior written consent of Licensor;
- (d) Use the NetEdison Marks in connection with any proprietary grid standard or technology that competes with or is incompatible with the open EP and EROS standards;
- (e) Modify, alter, or create derivative marks based on the NetEdison Marks without Licensor's prior written approval;
- (f) Use the NetEdison Marks in any manner that is misleading, defamatory, disparaging, or that may bring the NetEdison Marks or Licensor into disrepute; or
- (g) Use the NetEdison Marks after termination or expiration of this Agreement, except as may be necessary for a reasonable wind-down period not to exceed thirty (30) days.

## Article 7 — Attribution

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### 7.1 Required Attribution

Licensee shall include the following attribution notice on all websites, products, packaging, marketing materials, and other items bearing the NetEdison Marks:

"NetEdison™ is a trademark of BWX INC / Open Doors Management. Used under license."

## **7.2 Placement**

The attribution notice shall be displayed in a reasonably prominent location, such as the footer of websites, the "About" page of applications, legal notices in printed materials, or product packaging. The notice must be legible and in a font size no smaller than the smallest body text used in the associated material.

## **7.3 Trademark Symbol**

Licensee shall use the "™" symbol in connection with the first or most prominent use of the NetEdison name in each document, webpage, or product.

## **Article 8 — Term and Termination**

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### **8.1 Initial Term**

This Agreement shall commence on the Effective Date and continue for an initial term of three (3) years (the "Initial Term").

### **8.2 Renewal**

Unless terminated earlier in accordance with this Article, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term") following the expiration of the Initial Term, unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

### **8.3 Termination for Cause**

Either Party may terminate this Agreement upon written notice if the other Party commits a material breach of any provision of this Agreement and fails to cure such breach within sixty (60) days after receiving written notice thereof specifying the nature of the breach.

### **8.4 Termination for Convenience**

Either Party may terminate this Agreement for any reason or no reason upon ninety (90) days' prior written notice to the other Party.

### **8.5 Effect of Termination**

(a) Upon termination or expiration of this Agreement, Licensee shall immediately cease all use of the NetEdison Marks, including removal from websites, products, packaging, and marketing materials, subject to a reasonable wind-down period not to

exceed thirty (30) days.

(b) The following provisions shall survive termination or expiration: Articles 5.3, 6, 7 (for the wind-down period), 10, 11, 12, and 13.

## **Article 9 — Representations and Warranties**

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### **9.1 Licensor Warranties**

Licensor represents and warrants that: (a) it is the owner of the NetEdison Marks and has the right and authority to grant the licenses set forth in this Agreement; (b) to Licensor's knowledge, the NetEdison Marks do not infringe the intellectual property rights of any third party; and (c) it has full corporate power and authority to enter into this Agreement.

### **9.2 Licensee Warranties**

Licensee represents and warrants that: (a) it has full corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (b) it will comply with all applicable Quality Standards; (c) it will use the NetEdison Marks only in accordance with this Agreement and applicable law; and (d) its use of the NetEdison Marks will not infringe or violate the rights of any third party.

### **9.3 Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## Article 10 — Limitation of Liability

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### 10.1 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (B) TEN THOUSAND U.S. DOLLARS (\$10,000).

### 10.2 Consequential Damages Exclusion

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY.

### 10.3 Carveouts

The limitations set forth in Sections 10.1 and 10.2 shall not apply to: (a) either Party's indemnification obligations under Article 11; (b) Licensee's unauthorized use or misuse of the NetEdison Marks; or (c) damages arising from a Party's willful misconduct or fraud.

## Article 11 — Indemnification

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### 11.1 Licensee Indemnification

Licensee shall indemnify, defend, and hold harmless Licensor and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

(a) Licensee's use of the NetEdison Marks in violation of this Agreement; (b) any products or services offered by Licensee under the NetEdison Marks; or (c) Licensee's breach of any representation, warranty, or obligation under this Agreement.

## **11.2 Licensor Indemnification**

Licensor shall indemnify, defend, and hold harmless Licensee and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any third-party claim that the NetEdison Marks, as used in accordance with this Agreement, infringe a prior trademark right of such third party.

## **11.3 Indemnification Procedures**

The indemnified Party shall: (a) promptly notify the indemnifying Party of any claim; (b) provide reasonable cooperation in the defense of such claim; and (c) grant the indemnifying Party sole control of the defense and settlement, provided that no settlement that imposes obligations on the indemnified Party shall be made without the indemnified Party's prior written consent.

## **Article 12 — Governing Law and Dispute Resolution**

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### **12.1 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles.

### **12.2 Venue**

Any legal proceedings arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in San Diego County, California, and each Party irrevocably consents to the personal jurisdiction of such courts.

### **12.3 Mandatory Mediation**

Before initiating arbitration or litigation, the Parties shall attempt in good faith to resolve any dispute through mediation administered by a mutually agreed mediator in San Diego, California. If the Parties are unable to resolve the dispute within sixty (60) days of the initiation of mediation, either Party may proceed to binding arbitration.

### **12.4 Arbitration**

Any dispute not resolved by mediation shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules then in effect. The arbitration shall be conducted in San Diego, California, in the English language, before a single arbitrator. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

## **Article 13 — General Provisions**

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### **13.1 Entire Agreement**

This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings, whether written or oral.

### **13.2 Amendments**

This Agreement may not be modified, amended, or supplemented except by a written instrument signed by both Parties.

### **13.3 No Waiver**

No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof.

### **13.4 Severability**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that most closely approximates the intent of the original.

### **13.5 Notices**

All notices under this Agreement shall be in writing and shall be deemed given when: (a) delivered personally; (b) sent by confirmed email; or (c) three (3) business days after being sent by registered or certified mail, return receipt requested, to the

addresses set forth on the signature page.

### **13.6 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

### **13.7 Relationship of the Parties**

The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the Parties.

### **13.8 Assignment**

Licensee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of Licensor. Licensor may assign this Agreement freely in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any attempted assignment in violation of this Section shall be void.

## EXHIBIT A

### Affiliate Tier Summary Table

Tier	Name Format	Scope	Territory	Exclusivity	Sublicensing	Key Quality Obligation
NetEdison Labs	NetEdison Labs [Entity Name]	R&D, EP testing, EROS contributions, Energy Router development	Worldwide	Non-exclusive	Not permitted	Quarterly active contribution or R&D activity
NetEdison [Country]	NetEdison [Country/Region]	National/regional presence, community coordination, regulatory engagement	Designated country/region	Exclusive (initial term)	With consent; local chapters only	Governance structure, local legal compliance, active community engagement
NetEdison Curriculum	NetEdison Curriculum — [Course Title]	Educational content, courses, textbooks, online courseware	Worldwide	Non-exclusive	Not permitted	Academic standards, factual accuracy, timely updates
NetEdison Certified	NetEdison Certified [Product]	Certification mark on products and marketing materials	Worldwide	Non-exclusive	Prohibited	Pass interoperability testing; recertify every 2 years

## EXHIBIT B

### Quality Standards

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The following Quality Standards apply to each Affiliate Tier. Licensee must comply with the standards applicable to its designated tier at all times during the term of the Agreement.

#### B.1 NetEdison Labs

- Maintain an active research, development, or engineering program related to Energy Routers, EP, or EROS.
- Contribute to at least one NetEdison open-source repository (e.g., [github.com/netedison/eros](https://github.com/netedison/eros)) on a quarterly basis, or demonstrate equivalent internal R&D activity through written reports.
- Employ or engage at least one qualified engineer or researcher with relevant expertise in energy systems, embedded systems, or network protocol design.
- Participate in NetEdison community calls, working groups, or technical reviews at least twice per year.
- Ensure all public representations regarding EP and EROS are technically accurate and consistent with the current specifications.

#### B.2 NetEdison [Country]

- Establish and maintain a documented governance structure, including a designated point of contact for Licensor.

- Comply with all local, national, and regional laws, regulations, and standards applicable to the Licensee's activities in the designated territory.
- Conduct at least two (2) community engagement events per year (e.g., meetups, workshops, conferences, or webinars).
- Maintain an active public-facing website or digital presence identifying the affiliate and providing local contact information.
- Submit an annual territorial activity report as part of the reporting obligations under Article 4.2.
- Coordinate with Licensor on any engagement with national or regional regulatory bodies regarding energy standards.

### **B.3 NetEdison Curriculum**

- Ensure all educational materials are factually accurate and do not misrepresent the capabilities, specifications, or status of EP or EROS.
- Adhere to recognized academic standards for the applicable educational context (university, vocational, online).
- Update curricula within twelve (12) months of any material change to EP or EROS specifications, or clearly indicate the version of EP/EROS to which materials correspond.
- Include proper attribution to the NetEdison project, Licensor, and original authors in all course materials and publications.
- Submit copies of published curricula or course descriptions to Licensor upon request for quality review.
- Not use the NetEdison name in a manner that implies official endorsement of the educational institution by Licensor, unless

separately agreed in writing.

#### **B.4 NetEdison Certified**

- Submit products for interoperability testing through the NetEdison certification program administered by Licensor or its designated testing authority.
- Products must pass all mandatory test cases in the current version of the NetEdison Interoperability Test Suite, including EP protocol compliance, Energy Router interface compatibility, and safety requirements.
- Certification is valid for a period of two (2) years from the date of successful testing. Products must be retested upon expiration or upon release of a new major version of EP.
- Maintain accurate records of all certified product models, firmware versions, and test results.
- Immediately notify Licensor of any product recall, safety issue, or defect affecting a NetEdison Certified product.
- Display the NetEdison Certified mark only on products and materials for which certification is current and valid. Remove the mark promptly if certification lapses or is revoked.
- Refrain from using the NetEdison Certified mark in a manner that suggests certification of non-tested products or product configurations.

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## SIGNATURE PAGE

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IN WITNESS WHEREOF, the Parties have executed this NetEdison Affiliate License Agreement as of the date last written below.

**LICENSOR:**

BWX INC / Open Doors Management

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: San Diego, California

Email: lane@solanaenergy.com

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**LICENSEE:**

Affiliate Tier (check one):

NetEdison Labs

NetEdison [Country]: \_\_\_\_\_

NetEdison Curriculum

NetEdison Certified

Entity Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

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NetEdison™ is a trademark of BWX INC / Open Doors Management. This Agreement is confidential and for authorized use only.