LEAP MEMBERSHIP AGREEMENT

Membership Agreement made as of the last date executed below (the “Effective Date”) by and between LEAP, a Delaware USA nonprofit corporation (“LEAP” or the “LEAP”), and the person or organization named below (“Member”).

1. Definitions.

The following capitalized terms shall have the following meanings when used herein:

a. “Affiliate” means any entity, directly or indirectly, which controls, is controlled by, or is under common control with a party hereto, where “control” and its variants means more than fifty percent of the voting interest in such entity.

b. “Bylaws” means the Bylaws of LEAP, as they may be amended from time to time, the current version of which is attached hereto as Exhibit B.

c. “Certificate” means the Certificate of Incorporation of LEAP, as it may be amended from time to time.

d. “Membership Dues” means the amounts payable by Member in respect of its membership in LEAP as determined by the Board of Directors, the current schedule of which is attached hereto as Exhibit A.

e. “Membership Year” means one calendar year from January 1 to December 31; provided that the “Initial Membership Year” for Member shall be the period beginning on the Effective Date and ending on December 31 of the same year.

f. “Policies” means any official policies of LEAP that may be adopted by the Board of Directors from time to time, including, without limitation, the Antitrust Compliance Policy and the Information and Intellectual Property Policy, the current versions of which are attached hereto as Exhibits C and D.

2. Admission as a Member. Upon the execution of this Agreement by Member and an executive officer of LEAP, Member shall become a member of LEAP in its particular Class of Membership, and, subject to Member's compliance with the terms and conditions of this Agreement and the payment of all amounts due hereunder, shall be entitled to all the benefits and privileges of the particular Class of Membership as described in the Certificate, the Bylaws, and as otherwise specified by LEAP from time to time.

3. Membership Dues.

a. General. Membership in LEAP is conditioned upon the payment of annual Membership Dues which shall be determined on an annual basis by the Board
of Directors. Membership Dues cover the Member’s membership for one Membership Year.

b. **Calculation of Membership Dues.** Membership Dues are determined by the Board of Directors for each Class of Membership and Committee participation. The Class of Membership is based in part on the primary business activity of the member organization. Member represents and warrants to LEAP that it has truly and accurately indicated on Exhibit A hereto the information on which its Membership Dues shall be based for the current Membership Year. On the basis of the information provided to LEAP by the Member, including the information in Exhibit A, the Membership Class shall be ______________________, and Membership Dues for Member for the Initial Membership Year (subject to adjustment in accordance with paragraph (c) below) shall be: $_____________, which includes participation in the Committees identified in Exhibit A. LEAP reserves the right to adjust such amount in the event that any information provided by Member is found to be inaccurate.

c. **Pro-Rated Membership Dues for Initial Membership Year.** Member’s initial payment of Membership Dues under this Agreement shall be pro-rated based on the Effective Date of this Agreement as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Portion of standard Membership Dues payable for Initial Membership Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 1 – Mar 31</td>
<td>100%</td>
</tr>
<tr>
<td>Apr 1 – Jun 30</td>
<td>75%</td>
</tr>
<tr>
<td>Jul 1 – Sep 30</td>
<td>50%</td>
</tr>
<tr>
<td>Oct 1 – Dec 31</td>
<td>125% (covers Initial Membership Year and following Membership Year)</td>
</tr>
</tbody>
</table>

Member shall be entitled to the adjustment described in this Section 3.c only for the Initial Membership Year. Thereafter, it shall pay the full amount of Membership Dues in accordance with this Agreement.

d. **Updated Information.** Member shall, at LEAP’s request, provide an update of the information contained in Exhibit A so as to determine the appropriate level of Membership Dues for subsequent Membership Years.

e. **Payment.** The current Membership Dues shall be paid in full concurrently with the execution of this Agreement by check or bank transfer of funds in U.S. dollars. Thereafter, Membership Dues shall be payable as set forth in the Bylaws and the Payment Instructions displayed on the LEAP’s web site.

f. **Taxes.** Member is responsible for, and shall pay when due, any and all taxes, fees and charges levied or imposed in relation to this Agreement (other than taxes on LEAP’s net income). If Member is required by law to make any deduction or to withhold from any sum payable to LEAP hereunder, then the
sum payable by Member upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, LEAP receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount LEAP would have received and retained in the absence of such required deduction or withholding.

4. Participation in Committees and Other Activities. Member may be invited from time to time to participate in certain Committees or other groups listed from time to time on the LEAP web site or otherwise offered by LEAP. Some of these activities may require the execution of a separate agreement, the payment of additional fees, the contribution of intellectual property or the provision of services, and the conferring of additional benefits on Member (collectively “Additional Activities and Benefits”). Participation in such Additional Activities and Benefits shall be voluntary and shall not be required as a condition of membership in LEAP. Upon the mutual agreement of Member and LEAP, any Additional Activities and Benefits offered to the Member and in which the Member wishes to participate may be described in one or more addenda to this Agreement, which shall be attached hereto as Exhibit E. The terms of this Agreement, including without limitation the Antitrust Compliance Policy and the Information and Intellectual Property Policy, shall apply to Member’s participation in any Additional Activities and Benefits.

5. Compliance. Subject to Section 8(b) below, Member agrees at all times to comply with the provisions of this Agreement, the Certificate, Bylaws and Policies applicable to it (including, without limitation, the Antitrust Compliance Policy and the Information and Intellectual Property Policy), and to all laws, rules, regulations and orders of any governmental body applicable to its membership in LEAP and activities hereunder. Member shall indemnify and hold LEAP and the other members and its and their directors and officers harmless from and against any liability, damage, claim, action or judgment (including reasonable attorney’s fees) arising from any third-party claim to the extent caused by Member’s failure to so comply. LEAP shall indemnify and hold Member and its directors and officers harmless from and against any liability, damage, claim, action or judgment (including reasonable attorney’s fees) arising from any third-party claim to the extent caused by LEAP’s failure to comply with any of the provisions of this Agreement, the Certificate, Bylaws and Policies applicable to it (including, without limitation, the Antitrust Compliance Policy and the Information and Intellectual Property Policy), and to all laws, rules, regulations and orders of any governmental body applicable to LEAP and its activities hereunder, other than any failure caused by Member. LEAP agrees to provide Member with notice of each amendment of the Certificate, Bylaws and Policies, which notice will be provided directly to Member’s designated representative and made available by LEAP on the LEAP public web site, in each case at least thirty (30) days prior to the effectiveness of the amendment.

6. Certain Acknowledgements and Agreements.

a. Openness. Member acknowledges that membership in LEAP is open to all organizations who execute a Membership Agreement substantially in the form
of this Agreement. There shall be no maximum number of Members, or time beyond which additional Members may no longer be added.

b. **Not for Profit.** Member acknowledges that LEAP is a not-for-profit corporation and that the Member shall not earn any direct return on, or refund or restoration of, any amounts paid to LEAP. The Member acknowledges that the arrangements set forth in this Section do not in any way constitute an attempt to engage in a for-profit activity in connection with LEAP, and are not the grounds upon which the Member has agreed to enter into this Agreement. Member acknowledges that the not-for-profit nature of LEAP is not represented to have any effect on Member’s tax liability or obligations, and Member shall seek independent tax advice regarding its own tax liability and obligations.

c. **NCRPA.** Member understands that LEAP may elect under the National Cooperative Research and Production Act to file quarterly notices with the Federal Trade Commission and the United States Department of Justice listing new members, which notices are published in the federal register, and the Member hereby authorizes LEAP to satisfy all such reporting requirements with respect to the membership of the Member.

7. **Availability of LEAP Offerings.** Subject to Sections 3 and 4 and the Information and Intellectual Property Policy, LEAP hereby confirms its policy that any standards, specifications, software and data published or distributed by LEAP ("LEAP Offerings") shall be made available to its members free of charge (other than reasonable charges for media, copying and handling), and subject to any obligations of LEAP to third parties who are not Members or Affiliates of any Member. Member understands that the use, distribution, modification and other exploitation of such LEAP Offerings shall be subject to the Information and Intellectual Property Policy.

8. **Termination.**

a. Member acknowledges that any material breach of this Agreement shall constitute grounds for the termination of its membership in LEAP, as set forth in the Bylaws. Upon a material breach by a Member, LEAP may send a thirty day written notice of termination specifying the material breach. Unless Member cures the material breach within thirty days after notice receipt, this Agreement shall terminate along with Member’s membership in LEAP.

b. In the event that LEAP amends the Bylaws, Certificate or any Policy in a manner that Member reasonably believes to be materially detrimental to its interests in a manner that affects Member disproportionately to the other members of comparable membership status, Member may withdraw as a member of LEAP without penalty and without being subject to such amendment at any time within thirty (30) days following LEAP’s notification to Member of such amendment (including the posting of the amendment on the LEAP web site).
c. Member retains the right to terminate this Agreement, which termination will be effective upon receipt of ten (10) days advance written notice to LEAP’s Board of Directors advising of Member’s termination of this Agreement. Upon termination of this Agreement, except as provided in Section 8(d), Member’s obligations hereunder are null and void.

d. The provisions of Sections 5, 6(c), 8(c), 10 and 11 of this Agreement, together with licenses granted by LEAP and the Member and its Designated Affiliates and covenants not to sue granted by Member and its Holding Entities under the terms of the Information and Intellectual Property Policy prior to termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement in accordance with their terms. Any membership fee paid by Member shall be forfeited upon termination.

9. Name. The Member understands that LEAP may, from time to time, use the names of members in literature and other communications distributed publicly, and the Member hereby consents to the use of its name solely to identify Member as a member of LEAP in any such literature or communications. The preferred forms of the Member's name are as follows, solely to identify Member as one of the Members of LEAP with no call-out or treatment different from that of any other Member:

Formal member company name: _______________________________________
Acceptable shortened versions: ________________________________________
_________________________________________________________________

10. Disclaimers; Liability

a. Nothing in this Agreement shall require or be deemed to require Member to adopt, implement or support any LEAP Work Item nor to use any LEAP Work Item in any product or service offering.

b. MEMBER AND LEAP MAKE NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, UNDER THIS AGREEMENT, AS TO THE ACHIEVEMENT OF ANY GOAL, OR THE DEVELOPMENT, AVAILABILITY OR ADOPTION OF ANY STANDARD, SPECIFICATION OR TECHNOLOGY AND ANY SUCH WARRANTY IS EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTicular PURPOSE. MEMBER AND LEAP AGREE THAT LEAP AND ALL MEMBERS (AND CERTAIN AFFILIATES OF MEMBERS AS PROVIDED IN THE INFORMATION AND INTELLECTUAL PROPERTY POLICY) PROVIDE ALL LEAP WORK ITEMS AND LICENSES AND SUBLICENSES PURSUANT TO THE INFORMATION AND INTELLECTUAL PROPERTY POLICY AS-IS WITH ALL FAULTS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT
c. In no event shall LEAP be liable to Member, or any person claiming through Member, for any indirect, incidental, consequential, special, punitive or exemplary damages or lost profits for damages or losses due to action or inaction of LEAP during the term of such Member’s membership in LEAP or Member’s use of any Leap Work Items or rights under a license or sublicense pursuant to the Information and Intellectual Property Policy, even if LEAP has been advised of the possibility of such damages, except for LEAP’s gross negligence or intentional misconduct. In no event shall a Member (First Member) be liable to LEAP or any other Member, or any person claiming through LEAP or another Member, for any indirect, incidental, consequential, special, punitive or exemplary damages or lost profits for damages or losses due to action or inaction of First Member relating to First Member’s membership in LEAP or participation in any LEAP Activity during the term of such First Member’s membership in LEAP, or First Member’s use of any Leap Work Items or rights under a license or sublicense pursuant to the Information and Intellectual Property Policy, even if First Member has been advised of the possibility of such damages, except for First Member’s gross negligence or intentional misconduct. These limitations shall apply even if any remedies fail of their essential purpose.

d. Under no circumstances will LEAP’s aggregate liability to Member, or any Member’s liability to LEAP or another Member, under this Agreement, regardless of the form of any claim or action or theory of liability (including contract, tort, or warranty), exceed the aggregate amount paid or payable by Member hereunder during the preceding 12-month period.

11. Miscellaneous.

a. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating a partnership or joint venture by or between the Member and LEAP or any other participant in any LEAP Activity, or constitute either party the agent of the other.

b. Waiver. Any provision of this Agreement may be waived in writing by the party entitled to the benefit thereof. Neither party shall be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by an officer of such party and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to waiver of any right or remedy as to a subsequent event.

c. Entire Agreement. This Agreement, together with the Certificate, Bylaws, Policies and Exhibits hereto, constitute the parties' entire agreement with respect to the subject matter hereof, and all prior agreements or understandings
between them concerning such subject matter are hereby either superseded and terminated in their entirety or merged herein, and shall have no further force or effect.

d. **Amendment.** This Agreement may be modified only by a writing signed by both parties. This Agreement shall not be supplemented or modified by any course of dealing or other trade usage.

e. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together shall be deemed one and the same instrument.

f. **Notices.** All notices required or permitted to be given hereunder ("Notices") shall be in writing and shall be either delivered by hand or express courier or by facsimile transmission with confirmation by express courier on the next subsequent business day to the address and telephone number specified below (or to such changed address as may be specified from time to time by notice duly given). Notice shall be deemed to have been given upon receipt or, if given by fax, on the next business day following transmission. Notices to LEAP shall be delivered to its President at its principal offices, as listed on the LEAP website (http://www.energyleap.org) from time to time. Notices to Member shall be delivered to the address set forth below the Member’s signature.

g. **Governing Law.** This Agreement will be governed by the laws of the State of New York, U.S.A. without giving effect to its principles of conflicts of laws and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods.

h. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by non-appealable, binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association. There shall be three arbitrators appointed by agreement of the parties or, failing agreement, by the American Arbitration Association in New York. The arbitration shall be conducted in New York, and all proceedings shall be conducted in the English language. Disputes about arbitration procedure shall be resolved by the arbitrators or failing agreement, by the American Arbitration Association. The arbitrator shall be authorized to grant interim relief, including preventing the destruction of goods or documents involved in the dispute, protect trade secrets and provide for security for a prospective monetary award. In no event shall punitive damages be assessed against either party. The prevailing party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrators. The award of the arbitrators shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrators. Notwithstanding the foregoing, the parties shall be entitled to seek injunctive
relief, security or other equitable remedies from any New York court of competent jurisdiction located in the Borough of Manhattan in New York City in furtherance of the arbitration proceedings.

i. **Assignment.** Member shall not assign this Agreement (whether expressly, by implication, by operation of law including any merger or sale of assets or business), or delegate its performance under this Agreement, to any third party and the rights, powers and privileges of membership in LEAP may not be sold, pledged, encumbered, assigned or otherwise transferred by the Member in any manner whatsoever, except to an Affiliate of Member which agrees to be bound by all terms and conditions hereof. Any purported transfer, assignment, or delegation without the appropriate prior written consent shall be null and void when attempted and of no force and effect. Subject to the foregoing, this Agreement shall be binding upon the successors and permitted assigns of the parties.

j. **Headings.** All section headings herein are for convenience only and are in no way to be construed as part of this Agreement or as a limitation or expansion of the scope of the particular sections to which they refer.

k. **Severability.** Whenever possible, each provision of this Agreement will be interpreted so as to be effective and valid under applicable law, but if any provision is held to be invalid under applicable law, either in whole or in part, the provision will be ineffective only to the extent of such invalidity, and the remaining provisions of this Agreement shall remain in full force and effect.
EXECUTED as of the ____ day of _________________, 20____

_________________________________
Print or type full legal Member company name

_________________________________
Print or type name and title of person signing on behalf of Prospective Member company

_______________________________
Signature

Date: ____________________________

_______________________________
Address: _________________________

_________________________________
_________________________________
_________________________________
Telephone: _______________________
Fax: ____________________________
Email: ___________________________

ACCEPTED:
LEAP

By: _________________________________
Authorized LEAP Officer

Date: _______________________________
Exhibit A
Membership Dues [Insert Current Version Here]

Exhibit B
LEAP Bylaws [Insert Current Version Here]

Exhibit C
LEAP Antitrust Policy (insert current version here)

Exhibit D
LEAP Information and Intellectual Property Policy (insert current version here)

Exhibit E
LEAP Conflict of Interest Policy (insert current version here)