LIMITED PARTICIPATION MEMBER AGREEMENT

This Limited Participation Member Agreement governing the limited participation in Leadership for Energy Automated Processing ("LEAP") Special and/or Standing Committees (the “Agreement”) is entered into by LEAP and the undersigned, a Limited Participation Member of LEAP (the “Participant”), effective as of the date executed by Participant.

ARTICLE 1 - RECITALS

WHEREAS, Participant, a Limited Participation Member of LEAP in good standing, wishes to participate on a limited basis in a specific Special and/or Standing Committee project, initiative, and activity (the “Special Committee Project” or “SCP”), as governed by and in accordance with the requirements of this Agreement;

WHEREAS, LEAP wishes to extend participation in a Special Committee Project to Participant; provided that Participant is in good standing as a Limited Participation Member of LEAP, including, but not limited to, Participant’s payment of the dues applicable to LEAP’s Limited Participation Members; and

WHEREAS, project participation under this Agreement is limited to participation by legal entities, not natural persons.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and the Recitals, which are incorporated by reference, the parties acknowledge and agree as follows:

ARTICLE 2 - TERMS OF AGREEMENT

2.1 **Term.** The term of this Agreement shall commence on Participant’s execution of the Agreement; provided that Participant is in good standing as a Limited Participation Member of LEAP before or at the time of execution and end either (A) at the termination of Participant’s status as a Limited Participation Member of LEAP, (B) at the conclusion or dissolution of the Special Committee Project, and/or (C) on the early termination of this Agreement by LEAP. LEAP, at its sole option, may terminate this Agreement at any time without cause by giving Participant written notice of termination. Further, LEAP at its sole discretion may determine when the Special Committee Project has concluded or dissolved, and/or as LEAP deems necessary or appropriate, may limit or suspend a Participant’s participation in the Special Committee Project. Any notice of termination (or conclusion or dissolution of the Special Committee Project), unless waived in writing by LEAP, shall be sent to Participant by regular mail and/or electronic or fax transmission to the mailing or email address specified below by Participant, or such other address, fax number, or e-mail as LEAP may have on file for the Participant from time to time. Participant shall promptly notify LEAP of any changes or errors in its mailing address, fax number, or email. The obligations specified in Sections 2.6, 2.7, 2.8 and 2.9 below shall survive termination of this Agreement and/or the conclusion or dissolution of the Special Committee Project.

2.2 **Limited Participation.** Participant’s status as a Limited Participation Member of LEAP in good standing shall entitle Participant to full participation in the Special Committee Project, which shall include participation in SCP meetings, committee sessions (or conferences),
online discussions, planning and/or drafting sessions, presentations to LEAP’s board, requests for comments or other in-person or electronic activity initiated in connection with SCP committee work, including the right to vote at the SCP committee level on any committee plans, projects, proposals, or initiatives. Participant, however, shall not be entitled to any participation within LEAP beyond the Special Committee Project level or to any benefits or rights reserved exclusively to any other class of membership of LEAP.

2.3 **One Special Committee Project.** Participant’s participation in the Special Committee Project shall be limited to one Special Committee Project subject to the provisions of this Agreement.

2.4 **No Guarantee.** Participant’s status as a Limited Participation Member of LEAP in good standing is for the right to participate in the Special Committee Project, which is for the benefit of LEAP only. LEAP makes no commitments, guarantees, or warranties concerning the results, outcome, or output of the Special Committee Project.

2.5 **Exclusive Ownership.** All work product generated by, for, and/or in connection with the Special Committee Project shall be the sole and exclusive property of LEAP.

2.6 **LEAP IP and Antitrust Policies.** Participant acknowledges and represents that it either has reviewed or been given the opportunity to review *LEAP’s Information and Intellectual Property Policy* (“IP Policy”) and *Antitrust Compliance Policy* (“Antitrust Policy”) (jointly, the “Policies”) and agrees to comply fully with the terms of the Policies in connection with the Special Committee Project. Participant hereby affirms its understanding that the Policies may be amended and/or modified from time-to-time by LEAP at its sole discretion and posted on LEAP’s website (either at [http://energyleap.org](http://energyleap.org) or any revised or modified web address or location specified for LEAP) for review by LEAP members, Participant, and others. Participant further acknowledges and affirms that its continued participation in the Special Committee Project and acceptance of benefits under this Agreement constitutes its effective acceptance of and assent to the Policies as amended and/or revised from time-to-time by LEAP. Participant agrees that any violation of the Policies (or this Agreement) by Participant may be grounds for immediate termination of this Agreement and Participant’s participation in the Special Committee Project.

2.7 **COVENANTS, RELEASES, AND INDEMNIFICATION.** Participant further agrees, as follows: (a) neither LEAP (or any LEAP director, employee, member, sublicensee, agent, and/or contractor) shall be liable or held responsible for any losses or damages incurred by Participant by reason of Participant’s involvement with LEAP and/or participation in the Special Committee Project; (b) Participant disclaims and waives all rights and claims with respect to any business or technical information, statement, material, document, work of authorship, idea, improvement or know-how in whatever form disclosed by Participant for use in connection with the Special Committee Project, subject to any limitations or qualifications imposed under the IP Policy. **PARTICIPANT HEREBY RELEASES AND FOREVER DISCHARGES LEAP (AND ITS DIRECTORS, EMPLOYEES, MEMBERS, SUBLICENSEES, AGENTS AND CONTRACTORS) FROM ALL CLAIMS, INCLUDING WITHOUT LIMITATION, PATENT INFRINGEMENT CLAIMS AND/OR CONVERSION, MISAPPROPRIATION, OR THEFT OF TRADE SECRET CLAIMS CONCERNING AND/OR RELATING TO PARTICIPANT’S INVOLVEMENT WITH LEAP AND/OR PARTICIPATION IN THE**
SPECIAL COMMITTEE PROJECT (THE “RELEASED CLAIMS”). PARTICIPANT SHALL INDEMNIFY AND HOLD HARMLESS LEAP, ANY LEAP DIRECTOR, EMPLOYEE, MEMBER, SUBLICENSEE, AGENT, AND/OR CONTRACTOR FROM ANY DEMANDS, SUITS, ACTIONS, CLAIMS, DAMAGES, AND/OR LOSSES CONCERNING AND/OR RELATING TO PARTICIPANT’S INVOLVEMENT WITH LEAP AND/OR PARTICIPATION IN THE SPECIAL COMMITTEE PROJECT, INCLUDING WITHOUT LIMITATION ALL RELEASED CLAIMS.

2.8 **Applicable Law.** The terms of this Agreement are governed by the laws of the state of Delaware without regard to any forum choice or conflict of laws rules or principles requiring application of another state’s laws.

2.9 **Final Agreement.** This Agreement represents the final, exclusive statement of the agreement between LEAP and Participant concerning the Special Committee Project and supersedes all prior or contemporaneous oral or written agreements of any kind with respect thereto. This Agreement shall not be revised, modified, or amended, except by mutual agreement evidenced in writing and countersigned by LEAP and Participant.

This Agreement may be executed in counterparts which, taken together, shall constitute one and the same Agreement. A facsimile signature will be as valid as an original signature for all purposes relevant to this Agreement.

{signature page to follow}
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<th>LIMITED PARTICIPATION MEMBER</th>
<th>LEAP</th>
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<tbody>
<tr>
<td>Printed Legal Entity Name</td>
<td>Leadership for Energy Automated Processing</td>
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<tr>
<td>Signature and Date</td>
<td>Authorized LEAP Officer Signature and Date</td>
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<tr>
<td>Email Address</td>
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