

MEMBERSHIP TERMS

We both agree you will join the MEETS™ Accelerator Coalition, on the terms outlined below, in the membership category shown here.

Membership Category	Annual Fees (please check the box to the right of your selection)				
Organization Type	Organization Size (Employees)	Basic Membership Annual Dues (US\$)	✓	Gold Membership Annual Dues (US\$)	✓
For-Profit Business	Fewer than 25	\$2,750		\$4,750	
For-Profit Business	25 - 299	\$4,000		\$6,000	
For-Profit Business or (any) Utility or LSE	300 or more	\$6,000		\$8,000	
Not-For-Profit Organization	Fewer than 300	\$1,250		\$3,000	
Not-For-Profit Organization	300 or more	\$2,500		\$4,500	

Basic Membership Includes: Access to the Coalition Basic Document Toolbox and all Coalition general communications, facilitation of introductions to Coalition members and other key stakeholders and invitations to MEETS conferences, webinars and calls. Basic membership also includes quarterly, private discussions with the Coalition Director covering business development, strategy, and custom consulting for your organization. For a more detailed list of the benefits of Coalition membership, please see the document MEETS-AC-Description.pdf, available on the MEETS Coalition website or directly, by clicking [here](#).

Gold Membership Includes: All Basic Membership benefits, with the addition of monthly (as opposed to quarterly) private, discussions. This allows for more in-depth collaboration on issues such as specific project consolation, utility, regulatory or other stakeholder strategies, etc.

Signed as of: X (Effective Date)	
MEETS Accelerator Coalition PO Box 2777 Vashon, WA 98070	Company: Address:
By:	By:
Name, Title: Robert Harmon, Executive Director	Name, Title:
Email: director@MeetsCoalition.org	Email:
Phone: 206-463-4986	Phone:

1. **Framework:** The MEETS Accelerator Coalition founders created a new way of harvesting both the energy and financial value of energy efficiency – one that creates a new resource type. It’s called MEETS (Metered Energy Efficiency Transaction Structure). The founders want the ideas to reach scale, which means they need to be where you can use them. But it also means they need to be sufficiently shared that a common understanding of them is maintained as it evolves. An informal collaborative structure called the MEETS AC (the Metered Energy Efficiency Transaction Structure Accelerator Coalition) has been created to achieve those ends. The Coalition functions as a service offered by Robert K. Harmon & Company, LLC. Rob Harmon serves as the Coalition’s Executive Director. As of this writing, MEETS AC remains an informal coalition.

By joining MEETS AC, you get these benefits, and you agree to these parameters and the other rules described in this Agreement.

2. **Your license:** While your MEETS AC membership stays current, and as long as you comply with this Agreement and the MEETS AC Policies (see paragraph 5 below), you automatically have a license to use all “Shared Material” for the purpose of creating, operating, supporting, enhancing, or promoting MEETS transactions. The license is non-exclusive, and is limited in the ways described in this Agreement, in any MEETS AC Policies, in the MEETS AC site, or in the Shared Material itself.

- “Shared Material” is material posted to the MEETS AC site or provided to you as part of your MEETS AC membership and labeled as Shared Material. Shared material is made available for the purpose of creating, operating, supporting, enhancing, or promoting MEETS transactions.
- “Shared Material” includes papers, words, slides, charts, graphs, pictures, certain contract forms, templates, and audio or video files, in hard or soft copy. It does not include trademarks, software, intellectual property (including patented capabilities), or materials that appear on linked sites.

- “Shared Material” does not include any material that is publicly available or becomes publicly available.

When you use Shared Material, you are required to credit MEETS AC as your source. You can decide what words you use; just convey that the Shared Materials are used under license from the MEETS Accelerator Coalition, include the link to the MEETS AC site, and if the material you’re referencing credits a particular contributor, note those credits too.

Notwithstanding anything contained herein to the contrary, if you start to use a particular Shared Material (“**Specific Shared Material**”) during the term of your MEETS AC membership to transact business with a third party (“**Specific 3rd Party Transaction**”), and your use of that Specific Shared Material for that Specific 3rd Party Transaction extends after the termination of your MEETS AC membership, then the term of license granted under this Section 2 associated with the use of that Specific Shared Material for the Specific 3rd Party Transaction (and for modifications or extensions of that Specific 3rd Party Transaction) shall extend to match the remaining term of that Specific 3rd Party Transaction, without any additional consideration from you, **subject, however,** to your continued compliance with all of the terms and conditions of above license and this Agreement (the “**Extended License**”). For example, should you enter into a 20-year contract using material that is considered to be a Shared Material provided by MEETS AC, then the non-exclusive Extended License to use that specific contract for that specific business transaction shall continue until the expiration of the 20-year contract notwithstanding the fact that you may no longer be a member of MEETS AC, subject, however, to your continued compliance with all of the terms and conditions of the above license and this Agreement. In addition, subject to your continued compliance during the Extended License with all of the terms and conditions of the above license and this Agreement, MEETS AC hereby waives its rights against you for any infringement claims or other loss or claim related only to your use of the Specific Shared Material for the Specific 3rd Party Transaction during the Extended License period. Conversely, you hereby waive your rights against MEETS AC for any losses and/or claims resulting from the use of said Specific Shared Materials during the term of such Extended License.

3. Your contributions: MEETS AC and the MEETS AC site are designed to allow people to share ideas, information and capabilities, and advertise to each other, connect with each other, and so on. They will evolve over time with those goals in mind. When you contribute materials or any feedback to the MEETS AC site, or during MEETS AC meetings or calls, your materials and feedback become Shared Materials, and you automatically give MEETS AC members a non-exclusive license to use and license your materials. By sharing the materials and feedback, you’re representing that you have the right to share them in this way. Your license is only to MEETS AC members, but is comprehensive, lasts perpetually and worldwide, isn’t revocable, is transferable, and provides no royalty back to you. Your license does not limit your own use of your own contributions to Shared Materials. (Your materials may contain other Shared Materials; your use of those is limited as these terms provide.)

4. Using Trademarks: Certain words associated with the MEETS system are member trademarks, and some of these (the shared marks) we share with others as a way of establishing consistency of meaning. We list the shared marks from time to time on the MEETS AC site. While your MEETS AC membership stays current, and as long as you comply with this Agreement and the MEETS AC Policies, you may use these shared marks for the purpose of creating, operating, supporting, enhancing, or promoting MEETS transactions, with these conditions.

- Use them in accordance with their definition or any other instructions we provide. For example, refrain from using the term “MEETS[™]” transaction unless it is one under the definition. Don’t use the term “EnergyTenant[™]” in a transaction, unless the role meets that definition. But as long as you are within these definitions and instructions, you can use these marks during your MEETS AC membership.
- Somewhere in the documents you use to describe MEETS you should attribute MEETS AC and any relevant MEETS AC member(s) as the source for the marks. (Some of the marks were created by Coalition members, which have authorized them to be used in this way by MEETS AC.) You can decide what form of words you use, but you must convey that the marks are trademarks of the appropriate party, which are used under license through the MEETS Accelerator Coalition, and include the link to the MEETS AC site.
- Logo. You authorize MEETS AC to post your name and/or logo on a membership page of the MEETS AC website.

5. MEETS AC Membership and Policies: Your MEETS AC membership begins upon the earliest of the following dates: the date you first receive or use any MEETS AC Shared Material, trademarks, or other content whether from the MEETS AC site or as otherwise made available to you; the date you first use the MEETS AC site (for any reason); the Effective Date of this Agreement or any date you otherwise assent to this Agreement. Starting with that earliest date, and during your MEETS AC membership, you must comply with all MEETS AC policies, including any published by MEETS AC now or in the future (“MEETS AC Policies”). Your MEETS AC membership is automatically terminated if you violate any provisions of this Agreement or any MEETS AC Policies, or when your term of membership expires.

6. Warranties: There are no representations, warrants or guarantees other than those articulated in this Agreement. We put this in formal legal language at the bottom of this agreement. Please read it carefully. The MEETS AC site is for sharing and learning and evolving a powerful new idea. It's not so you can sue MEETS AC or each other.

7. Notice: Except if otherwise provided in this Agreement or in the MEETS AC Policies, any notice to be given by one party to the other under this Agreement will be given in writing by email to the email address set forth in the signature block to this Agreement. Any communication sent by email will be deemed to be given when the email is sent.

8. Terms: Invoices will be sent upon execution of the contract. All invoices are due within 15 days of receipt. Late payments are assessed interest payments of 1% per month. Membership renewals are due on the contract anniversary date.

9. Legal Formalities: United States of America and Washington State law governs this Agreement, as for contracts entirely made and performed in Washington. Exclusive jurisdiction lies in the state and federal courts in Seattle, Washington, for any action, suit, or proceeding related to this Agreement. Except as set forth herein, misuse of Shared Materials or trademarks will cause irreparable harm and injunctions are permitted. The prevailing party in any proceeding shall be entitled to reimbursement for costs and expenses, including costs of collection and of attorneys' fees at trial and on appeal. This Membership Agreement outlines the terms of membership, which may be updated from time to time on the site; then-current terms of membership and MEETS AC policies will control. This Membership Agreement supersedes any prior agreement or terms about the subject matter described in this Agreement. If part of this Agreement is found invalid, the rest remain in force. If we fail to enforce performance by you or someone else, it isn't a waiver – we can insist anytime. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument and be binding upon the parties.

The MEETS AC site, all Shared Materials, and all trademarks (however they are provided to you) are provided "AS IS" and without warranty of any kind, whether express, implied or otherwise. Robert K Harmon & Company LLC expressly disclaims all warranties, including, but not limited to, implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Robert K Harmon & Company LLC and MEETS AC expressly disclaim any warranties that the MEETS AC site, any Shared Materials, or any other content (however they are provided to you) will be error free. To the maximum extent permitted by law, Robert K Harmon & Company LLC and MEETS AC, their agents and affiliates will not be liable for any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever arising out of, or in any way related to, the use of, or inability to use, the MEETS AC site, any MEETS content, or any MEETS trademarks, whether based on contract, tort, negligence, strict liability or otherwise, even if MEETS AC or its agents have been advised of the possibility of such damages.

This Agreement takes effect upon the earliest of the following dates: the date you first receive or use any MEETS AC Shared Material, trademarks, or other content whether from the MEETS AC site or as otherwise made available to you; the date you first use the MEETS AC site (for any reason); or the date you otherwise assent to this Agreement. As of that earliest date, you agree to all of the terms of this Agreement.

If you do not agree with this Agreement, you do not have any rights to use the MEETS AC site or any content provided by MEETS AC, or to any of the other benefits of MEETS AC membership.