

OPEES INDUSTRY WORKING GROUP PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT (the “Participation Agreement”) is effective as of this _____ day of _____, 2011 (the “Effective Date”) by and between Eclipse Foundation, Inc. (“Eclipse” or the “Eclipse Foundation”), a Delaware not-for-profit corporation, and _____ (“Company”).

WHEREAS, Company has entered into, or desires to enter into, Eclipse’s standard membership agreement attached as Exhibit B (the “Membership Agreement”) to participate in Eclipse;

WHEREAS, Company, desires to participate in the special OPEES Industry Working Group (the “Working Group”) described in Exhibit C (the “Working Group Specifications”);

NOW THEREFORE, ECLIPSE AND COMPANY AGREE AS FOLLOWS:

1. Term.

The term of this Participation Agreement (the “Participation Term”) shall commence as of the Effective Date and continue for one year thereafter.

2. Membership Agreement

(a) Current Members.

If, as of the Effective Date, Company is party to an effective Eclipse Membership Agreement (a “Current Member” and a “Current Membership Agreement”) but is not a Strategic, Enterprise or Solutions Member (as those terms are defined in the Membership Agreement), then Company’s current membership status will be amended to that of Solutions Member. If Company is, as of the Effective Date, a Strategic, Enterprise, or Solutions Member, such status shall remain unchanged. To the extent a Current Membership Agreement is scheduled to expire prior to the end of the Participation Term, the term of such Current Membership Agreement shall be extended to be coterminous with the Participation Term.

(b) New Members

If, as of the Effective Date, Company is not a Member of Eclipse, then Company accepts and agrees to all of the terms and conditions of the Membership Agreement, and all such terms and conditions of the Membership Agreement are incorporated herein by reference and operate in this Participation Agreement as if they were expressly set forth herein.

3. Working Group

Company shall be entitled to participate in the Working Group as a Solutions Member, and shall be entitled to access all of the Working Group Services that Eclipse shall be providing to the Working Group.

4. Logo Agreement

Company accepts and agrees to all of the terms and conditions of the Eclipse Logo Agreement attached hereto as Exhibit D, , and all such terms and conditions are incorporated herein by reference as if they were expressly set forth herein.

5. Fees

Company agrees to pay an annual membership fee to participate in the Working Group (“Participation Fee”) set forth on Exhibit A hereto. To the extent that Company is a Current Member and not at the Strategic or Enterprise level, the Participation Fee shall be reduced by the portion of Company’s remaining annual dues to be paid under the Current Membership Agreement during the Participation Term (as such payable amounts may be adjusted, to reflect any change in status to a Solutions Member, if applicable). To the extent such annual dues were paid in advance, the Participation Fee will be reduced by the amount of such fees paid in advance under the Current Membership Agreement for the period falling into the Participation Term.

To the extent that Company is a Current Member at the Strategic or Enterprise level, the Participation Fee shall be reduced by \$20,000. To the extent that Company is not a Current Member, it is understood that the annual membership fee due under the Membership Agreement will be included in the Participation Fee.

Eclipse shall invoice Company for the Participation Fee. If a Member’s payment of the Participation Fee is not fully paid within sixty (60) days of its invoice date, a late fee representing one percent (1%) of the delinquent amount shall be added to the amounts due and owing, compounded monthly, commencing on the 31st day after Effective Date.

6. No Amendments

This Participation Agreement is not in any way intended to modify or supercede the Membership Agreement, which is expressly incorporated herein.

7. Termination.

A termination of the Membership Agreement shall automatically terminate this Participation Agreement and, except as may be expressly set forth in the Membership Agreement, no rights shall survive hereunder.

8. Applicable Law

This Participation Agreement shall be construed and controlled by the laws of the State of New York without reference to conflict of laws principles.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

ECLIPSE FOUNDATION, INC.

COMPANY:

102 Centerpointe Drive
Ottawa, ON, Canada, K2G 6B1

By: _____
Name: _____

By: _____
Name: _____

Title: _____

Title: _____

EXHIBIT A

PARTICIPATION FEE

<u>Company Annual Corporate Revenues</u> (as such term is applied by Eclipse in the administration of the Membership Agreement)	<u>Participation Fee</u>
Greater than \$250 million	\$50,000
Greater than \$100 million But less than \$250,000	\$45,000
Greater than \$50 million But less than \$100 million	\$40,000
Greater than \$10 million But less than \$50 million	\$37,500
Less than \$10 million (except Small Companies)	\$35,000
Small Companies: Less than \$1 million And not more than 10 employees/contractors providing Services to Company	\$31,500

EXHIBIT B

MEMBERSHIP AGREEMENT

EXHIBIT C

WORKING GROUP SPECIFICATIONS

EXHIBIT D
LOGO AGREEMENT