

SOFTWARE INTEGRATION INITIATIVE MEMBERSHIP AGREEMENT

This Agreement between _____ (“you” or “your company”) and National Rural Electric Cooperative Association (“NRECA”) describes your rights relating to participation in the Software Integration Initiative.

INTRODUCTION

NRECA has funded a collaborative effort to foster the development of cost-effective, interoperable software products for electric utilities. Through this effort, called the “Software Integration Initiative,” NRECA, software providers and electric utility consultants have developed the “MultiSpeak® Specification.” MultiSpeak® is a specification for the exchange of data among software applications commonly applied in small electric utilities, such as electric cooperatives.

Your company either has participated or wishes to participate as a member of the Software Integration Initiative. This Agreement describes your rights and obligations as a member of the Software Integration Initiative. Your rights to use the MultiSpeak Specification are described in the agreement that you accepted when you downloaded the most recent version of the MultiSpeak Specification. This Agreement does not give you the right to use the MultiSpeak trademarks; if you want to use those trademarks, you must sign a separate MultiSpeak Trademark License Agreement with NRECA.

WHAT WE ARE AGREEING TO

Member Benefits

Member Classes and Benefits. There are three (3) classes of members in the Software Integration Initiative: Vendor Members, Auditing Members and Sponsoring Members. Membership rights and the ability to attend meetings vary depending upon member class. Attendance at all Software Integration Initiative meetings is at your own expense and subject to space constraints. Members of each class shall have the rights provided in the Software Integration Initiative Operating Guidelines and Bylaws and this Agreement.

Member Obligations

Compliance with Operating Guidelines and Bylaws and Other Rules. Your company agrees to comply with the Software Integration Initiative Operating Guidelines and Bylaws and with any other rules as may be adopted from time to time or as may be applied in a meeting or otherwise to facilitate the orderly conduct of business in Software Integration Initiative activities.

Your company agrees to abide by the Software Integration Initiative Policy on Intellectual Property (attached as Attachment A), which NRECA may revise from time to time.

Any obligations that you have under that policy while this Software Integration Initiative Membership Agreement is in effect will continue even after this agreement is ended.

Your Company's Relationship with MultiSpeak

Use of Name. You agree that NRECA may use your company's name and identify your company as a participant in the Software Integration Initiative on the MultiSpeak website (www.multispeak.org) and in other materials published by or for NRECA.

No Authority to Represent MultiSpeak. You acknowledge that this Agreement does not permit you to make agreements or representations on behalf of MultiSpeak or NRECA.

No Joint Venture. Nothing contained in this Agreement, nor any actions undertaken through the Software Integration Initiative create a joint venture, partnership, agency, or franchise relationship between or among your company, NRECA and any other MultiSpeak participant.

Term & Termination. Membership in the Software Integration Initiative is on an annual basis. You may resign or be terminated as a Member as provided in the MultiSpeak Operating Guidelines & Bylaws.

Miscellaneous

Assignment. NRECA can give or sell its rights and obligations under this Agreement to someone else, but NRECA has to give you notice that it has done so. In the event that NRECA seeks to give or sell its rights and obligations under this Agreement to someone else, other than to an entity controlled by NRECA, the Vendor Members who are Members in good standing at the time NRECA contemplates such a transfer shall have the right to make an offer of purchase to NRECA. NRECA agrees to provide such information as may be necessary for interested Members to devise, within a reasonable period of time, an offer of terms and conditions acceptable to NRECA. Your company cannot give or sell its membership rights under this Agreement to someone else.

General Notices to Members. Information about the MultiSpeak Specification and other information that applies broadly to MultiSpeak users may be posted on the MultiSpeak website (www.multispeak.org). You understand that your company is responsible for accessing the MultiSpeak website from time to time, and you agree that NRECA can assume that your company has received sufficient notice of any broadly applicable information that is posted on that website.

Notices to NRECA. If this Agreement permits or requires you to give notice to NRECA, then you will send it in writing to the person and at the address shown below. You can choose how you want to deliver the notice.

To NRECA:
Software Integration Initiative
4301 Wilson Blvd.
Arlington, VA 22203
Attention: Bob Saint

NRECA can change the person to whom you will send any notices just by giving you notice to that effect.

Amendment and Waiver. This Agreement can be changed, but only in a written document that both you and NRECA sign. If your company or NRECA decides not to enforce its full legal rights on one occasion, then that waiver applies only to that occasion. If either you or NRECA wants to be able to rely on that waiver, then it has to be put into a written document signed by the party that is waiving its rights.

Resolving Disputes. You and NRECA shall attempt in good faith (and using our best efforts) to resolve any dispute arising out of or relating to this Agreement promptly by negotiation (initiated by either party) between an executive representing you and an executive representing NRECA. If such dispute has not been resolved within thirty (30) days of a party's request for negotiation, the dispute shall be submitted to (non-binding) mediation in Arlington, VA. Such mediation shall in good faith seek to settle or resolve the dispute. The time period allowed for such mediation will conclude 90 days after the initial request for negotiation.

If, after having attempted the above-described informal negotiation and mediation, your company and NRECA have a disagreement relating to this Agreement, then either of us can take that dispute to court, but you and NRECA agree that any such case can be started only in the courts of the Commonwealth of Virginia located in Arlington, Virginia (or in federal court, if applicable, located in Alexandria, Virginia). The court will apply Virginia law (even if Virginia would otherwise apply some other state's laws). If NRECA wins, your company will pay NRECA's attorneys' fees and other reasonable expenses. If you win, NRECA will pay your attorneys' fees and other reasonable expenses.

Severability. If a court decides that some part of this Agreement is not something that a court can enforce (either generally or in a particular case), then you and NRECA agree that the court should enforce the rest of the Agreement.

Survivability. If your company or NRECA should terminate this Agreement, then the following provisions survive the termination: The provisions contained in Attachment A; No Authority to Represent MultiSpeak; No Joint Venture; and Resolving Disputes.

When Agreement Goes Into Effect. If you want to make this Agreement with NRECA, you must complete the Membership Application appearing as Attachment B of this Agreement, sign both the application and this Agreement and return these documents to NRECA on your company's behalf. Even after you have signed, this Agreement does not go into effect unless and until NRECA also signs it.

Document Is Whole Agreement. We agree that this Agreement is our whole agreement with respect to your rights and obligations as a member of the Software Integration Initiative and any prior discussions between your company and NRECA prior to the signing of this Agreement is superseded by this Agreement.

Facsimile & Electronic Signatures & Contract. Each party agrees that this Agreement may be executed using facsimile or electronic signatures and that the facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version would have.

NRECA:

NATIONAL RURAL ELECTRIC
COOPERATIVE ASSOCIATION

Date: _____

By: _____

Name: Bob Saint

Title: MultiSpeak Program Manager

Your Company:

Date: _____

By: _____

Name: _____

Title: _____

Address: _____

Attachment A

Software Integration Initiative

Policy on Intellectual Property

The National Rural Electric Cooperative Association (“NRECA”) has Funded the Software Integration Initiative to develop the “MultiSpeak® Specification.” The MultiSpeak® Specification is intended to permit software vendors to write interfaces enabling compliant software to communicate. Many software vendors have participated in this initiative, contributing substantial time and effort in a collaborative process. This *Policy on Intellectual Property* describes current policies relating to the Software Integration Initiative and the MultiSpeak® Specification. NRECA can revise this policy from time to time.

Use of the MultiSpeak® Specification. Copies of current and historic versions of the MultiSpeak® Specification are available on a royalty-free basis from the Software Integration Initiative through its website, www.multispeak.org. Users who agree to be bound by the terms available at that site may copy or incorporate the MultiSpeak Specifications into software products.

Use of the MultiSpeak Trademarks. NRECA has trademarked the word “MultiSpeak” and certain related images. Neither use of the MultiSpeak Specification nor membership in the Software Integration Initiative carries any entitlement you to use the MultiSpeak Trademarks. Anyone who wants to use the trademarks must obtain a license to do so.

Development of MultiSpeak. The MultiSpeak® Specification has been developed through a collaborative effort of the National Rural Electric Cooperative Association (NRECA) along with over 120 software providers and consultants that serve electric utilities. The Software Integration Initiative was formed to foster the development of cost-effective, interoperable software products for electric utilities. The Software Integration Initiative seeks to gain as wide a consensus on the definition of data exchange specifications as possible.

Working Group Meetings. Historically the working group has met as a single body. The Advisory Board of the Software Integration Initiative may establish a technical committee and other working group committees. The Advisory Board will establish guidelines for future meetings of the working group and/or subcommittees. Ordinarily only members of the Software Integration Initiative can participate in working group meetings. Members are encouraged (but not required) to contribute ideas through the Working Group Meetings, Technical Committee, or otherwise, for development of the MultiSpeak Specification.

Ownership of Contributions. Past Working Group Meetings have contributed to the development of the MultiSpeak Specification, and NRECA expects that future Working Group Meetings and the Technical Committee will contribute to the development and improvement of the MultiSpeak Specification. Members and other participants agree that NRECA owns or will own any ideas, improvements, or other contributions that the member or participant has made or will make to past, present, or future versions of the MultiSpeak Specification.

Use of Information Without Compensation. Each member and other participant in any working group, technical committee, or other working group committees agrees that it will not disclose to NRECA or at any Working Group Meeting or Committee meeting (or other MultiSpeak-related activity sponsored by NRECA) any information that the disclosing party considers confidential or “proprietary.” If the disclosing party does disclose such confidential or proprietary information to NRECA, NRECA may incorporate it into the MultiSpeak Specification, and NRECA will not be required to pay for the information.

Necessary Disclosures Regarding Patents. Each member and other participant in any working group, technical committee, or other working group committees agrees that if use of the MultiSpeak Specification would infringe any issued or pending patents owned by your company or any of its affiliates, you will either disclose the existence of that patent to NRECA at a time when it can consciously and reasonably decide either to revise the MultiSpeak Specification to avoid mandatory infringement of your patent, or you will enable NRECA to permit the use of the MultiSpeak Specification without violating your patent rights, permanently and free of charge.

Attachment B
Software Integration Initiative Membership Application

___ Yes, we wish to become a member of the Software Integration Initiative.

Company Name: _____

Signature: _____ **Date:** _____

We wish to join as a: (check one) Vendor Member Auditing Member

We calculate our amount of my annual membership fee as:

\$ _____ .00 *Base membership fee*

\$ - _____ .00 *Minus any discounts for meeting credits or proration to calendar year*

\$ _____ .00 **Total annual membership fee for the rest of this calendar year**

\$ _____ .00 *Payment for MultiSpeak Trademark License Agreement (see MultiSpeak Trademark License Agreement section 7 and MultiSpeak Operating Guidelines and Bylaws sections 3.1.1 and 3.2).*

\$ _____ .00 **Total enclosed**

Send Application to: **Bob Saint**
 NRECA
 4301 Wilson Blvd.
 Arlington, VA 22203

Send payment only to: **NRECA**
 P.O. Box 758777
 Baltimore, MD 21275-8777

Payment in Full Must Accompany Application.

Our check in U.S. funds made payable to the National Rural Electric Cooperative Association or NRECA in the amount of \$ _____ is being sent to the Baltimore address.

(Please Print or Type)

Designated Representative:

Name: _____

Title: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

E-Mail: _____

Web Site Address: _____

(Please Print or Type)

Billing Contact: *(if different from designated representative)*

Name: _____

Title: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____

Fax: _____

E-Mail: _____

Web Site Address: _____

“REMEMBER TO INCLUDE YOUR SIGNED MEMBERSHIP AGREEMENT WITH YOUR MEMBERSHIP APPLICATION”