

<p><b>MULTISPEAK® TRADEMARK</b> <b>LICENSE AGREEMENT</b></p>
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This Trademark License Agreement between \_\_\_\_\_ and National Rural Electric Cooperative Association (which will be referred to as “NRECA”) describes your rights relating to the use of MultiSpeak® trademarks.

**Introduction**

NRECA has funded the Software Integration Initiative to develop the “MultiSpeak® Specification” (which is discussed below) that software vendors can use to write interfaces permitting compliant software to communicate. Many software vendors have participated in this initiative, contributing substantial time and effort in a collaborative process. User rights to copy or incorporate the MultiSpeak Specifications into software products are described in a separate agreement (available through the MultiSpeak website, [www.multispeak.org](http://www.multispeak.org)).

**What We Are Agreeing To**

1. The MultiSpeak Specification and the MultiSpeak Trademarks.

NRECA has trademarked the word “MultiSpeak” and certain related images, as shown on Attachment A to this Trademark License Agreement, and from time to time may create other marks related to the Software Integration Initiative. Collectively, these are referred to as the “MultiSpeak Trademarks.” Neither use of the MultiSpeak Specification nor membership in the Software Integration Initiative, entitles you to use the MultiSpeak Trademarks. MultiSpeak Trademarks can be used only by companies that have signed a trademark license agreement with NRECA.

2. License.

This Trademark License Agreement gives you what is known in law as a “license,” that is, a permission, to do certain things that you would otherwise not be able to do. The license is described in law as “personal, non-exclusive, non-transferable, and non-sublicensable.” Your company (not someone else) can use the MultiSpeak Trademarks in the United States one or more of the several different kinds of MultiSpeak Trademarks, but only in one of the following ways.

First Type of Trademark Use: Participant. As long as this Trademark License Agreement is in effect and you comply with its terms, as long as you are a member in good standing of Software Integration Initiative, and as long as you have paid your annual license fee under this Trademark License Agreement on time, you may use the MultiSpeak Participant Trademark. You may use the MultiSpeak Participant Trademark even if you do not sell a product that is “MultiSpeak Compliant” (as described below).

You may not use the MultiSpeak Participant Trademark in connection with any specific product or in any way that suggests that you are selling a compliant product. Non-members of Software Integration Initiative and persons who are not members in good-standing may not use the MultiSpeak Participant Trademark.

Second Type of Trademark Use: MultiSpeak Compliant. As long as this Trademark License Agreement is in effect and you comply with its terms, and as long as you have paid your annual license fee under this Trademark License Agreement on time, you may use the MultiSpeak Compliant Trademark, but only in connection with your sale or advertising of a product that has been certified by an Approved Laboratory (which is described in paragraph 8 of this Trademark License Agreement) as complying with what NRECA determines is a current version of the Specification. You agree that your company will not use the MultiSpeak Compliant Trademark in connection with any product that has not been certified by an Approved Laboratory as complying with what NRECA determines is a current version of the Specification. You also agree that you will stop using the MultiSpeak Compliant Trademark once the NRECA determines that the Specification(s) that it has been certified as complying with is no longer a current version.

Third Type of Trademark Use: MultiSpeak Compliant (Version-Specific). NRECA has created a version-specific trademark for Version 2.x of the MultiSpeak Specification, and NRECA expects to create a new MultiSpeak Trademark to go with each new version of the MultiSpeak Specification. NRECA may also create a new MultiSpeak Trademark for version upgrades. As long as this Trademark License Agreement is in effect and you comply with its terms, and as long as you have paid your annual license fee under this Trademark License Agreement on time, you may use a MultiSpeak Compliant (Version-Specific) Trademark, but only in connection with your sale or advertising of a product that has been certified by an Approved Laboratory (which is described in paragraph 8 of this Trademark License Agreement) as complying with the applicable version (or upgrade level) of the Specification. You agree that your company will not use the MultiSpeak Compliant (Version-Specific) Trademark in connection with any product that has not been certified by an Approved Laboratory as complying with the applicable version (or upgrade). You also agree that you will stop using a MultiSpeak Compliant (Version-Specific) Trademark if NRECA determines that the applicable version (or upgrade) is no longer current.

Fourth Type of Trademark Use: Software Developer. As long as this Trademark License Agreement is in effect, as long as you are a member in good standing of Software Integration Initiative, as long as you have paid your annual license fee under this trademark license Agreement on time, and as long as you offer for sale at least one product that has been certified by an Approved Laboratory (which is described in paragraph 8 of this Trademark License Agreement) as complying with a version of the MultiSpeak Specification that NRECA determines is current you may use a MultiSpeak Software Developer Trademark. Persons who are not members in good-standing of Software Integration Initiative may not use the MultiSpeak Software Developer Trademark.

Fifth Type of Trademark Use: MultiSpeak Integrator. As long as this Trademark License Agreement is in effect, as long as you are a member in good standing of Software Integration Initiative, as long as you have paid your annual license fee under this trademark license Agreement on time, and as long as you employ at least one employee who has attended and received a certificate of training from NRECA for its MultiSpeak Integrator training class for a version of the MultiSpeak specification that NRECA determines is current you may use a MultiSpeak Integrator Trademark . Persons who are not members in good-standing of Software Integration Initiative may not use the MultiSpeak Integrator Trademark.

Sixth Type of Trademark Use: MultiSpeak Interoperable (Version-Specific). NRECA has created a version-specific trademark for Version 3 of the MultiSpeak Specification, and NRECA expects to create a new MultiSpeak Trademark to go with each new version of the MultiSpeak Specification. NRECA may also create a new MultiSpeak Trademark for version upgrades. As long as this Trademark License Agreement is in effect and you comply with its terms, and as long as you have paid your annual license fee under this Trademark License Agreement on time, you may use the MultiSpeak Interoperable Trademark (Version-Specific), but only in connection with your sale or advertising of a product that that has been certified by an Approved Laboratory (which is described in paragraph 8 of this Trademark License Agreement) as complying with the applicable version (or upgrade level) of the Specification. You agree that your company will not use the MultiSpeak Interoperable Trademark (Version-Specific) in connection with any product that has not been certified by an Approved Laboratory as complying with the applicable version (or upgrade) of the Specification. You also agree that you will stop using the MultiSpeak Interoperable (Version-Specific) Trademark if NRECA determines that the applicable version (or upgrade) is no longer current.

3. Graphics Standards and Usage.

You agree that your company will use the Trademarks only in accordance with the MultiSpeak Logo Usage Guidelines (attached as Attachment D) that NRECA may modify from time to time. You acknowledge that you have received a copy of the version of these guidelines current at the time this license agreement was executed.

4. Earlier Licenses.

As part of the first phase of the Software Integration Initiative, you may have used the MultiSpeak Trademarks under an earlier, more informal arrangement. That informal arrangement is now ended, because at this phase of the initiative, it becomes important to make sure that you (and other users of the MultiSpeak Trademarks) have a clear written statement of your rights and duties. This Trademark License Agreement is intended to do that; it describes your rights completely, and it is the only document that does so.

5. Rights in MultiSpeak Trademarks; Reservation of Rights.

NRECA's Rights In MultiSpeak Trademarks. NRECA has registered the MultiSpeak Trademarks and owns those registrations and the underlying marks. NRECA may also create and/or register additional MultiSpeak-related marks. The goodwill associated with any or all of those marks, now or in the future, belongs to NRECA, regardless of the source of that goodwill.

Your Company's Obligations. Your company will use the MultiSpeak Trademarks only in the way that this Trademark License Agreement describes. Your company will not do (or cause anyone else to do) anything inconsistent with NRECA's ownership of the MultiSpeak Trademarks and will not use the MultiSpeak Trademarks in any manner that will diminish or otherwise damage NRECA's goodwill in the MultiSpeak Trademarks. Your company agrees not to adopt, register, or use any mark, company name, or domain name similar to, or containing in whole or in part, any MultiSpeak Trademarks. If your company has acquired, or at any time by any means shall acquire, any rights in or under any such mark or name, it shall promptly upon request, assign all such rights to NRECA.

6. Contributions to Specifications.

Your company agrees to abide by the Software Integration Initiative Policy on Intellectual Property (attached as Attachment C), which NRECA may revise from time to time. Any obligations that you have under that policy while this Trademark License Agreement is in effect will continue even after this agreement is ended.

7. License Fees.

Annual License Fee. The current annual license fee is \$5000 (Five Thousand Dollars) for the license to use the "MultiSpeak Participant," MultiSpeak Software Developer," and "MultiSpeak Integrator" trademarks (if you qualify), and the "MultiSpeak Compliant" or "MultiSpeak Interoperable" trademarks (if applicable) for use with one or more compliance-certified product(s). The first year's fee is payable when your company signs this Trademark License Agreement and returns it to NRECA. You agree to pay the annual license fee unless this Trademark License Agreement is ended. The Annual License Fee is waived if your company has joined the Software Integration Initiative and has paid your annual membership dues.

8. Quality Control.

Compliance and Minimum Quality Control Standards. Your company agrees that it will use the MultiSpeak Compliant and/or Interoperable Trademarks only in connection with software products that have been certified by a laboratory that NRECA has approved (which this Trademark License Agreement calls an "Approved Laboratory") as complying with a specified part of the MultiSpeak Specification. Your company agrees that each software product for which you use a MultiSpeak Trademark meets at least one interface covered by the version of the MultiSpeak Specification to which the MultiSpeak

Trademark refers, and that this compliance has been certified. Your company agrees to maintain standards of quality for each of these software products at a level at least as good as the level of products currently manufactured by your company. Once a new version of the MultiSpeak Specification has been issued in final form (as determined by NRECA), an Approved Laboratory will test for compliance only with that new version, and not for compliance with any prior version.

Compliance Test Results. For each software product for which you use a MultiSpeak Trademark, your company will provide NRECA the test results from an Approved Laboratory proving this compliance.

Compliance for New or Revised Products. Certification for a particular software product covers that exact version and any interim upgrade or update that does not significantly affect the software product's interfaces. For any new product, any new version of an existing, certified software product, or any interim upgrade or update to a previously certified software product that does significantly affect its interfaces, your company will submit the product for testing and will not use the MultiSpeak Trademarks in connection with that product until it has been certified by an Approved Laboratory.

Verification of Maintenance of Standards; Correction of Deficiencies. If NRECA asks your company to do so, you will submit to NRECA samples of your company's use of the MultiSpeak Trademarks and make available to NRECA a copy of each software product at your expense for the purpose of determining conformity to the MultiSpeak Logo Usage Guidelines and the minimum quality control standards describe above. Your company will completely correct any deficiencies in its use of the MultiSpeak Trademarks and in its conformance to the minimum quality control standards identified by NRECA.

NRECA Retesting. If NRECA receives complaints that a software product does not in fact meet the MultiSpeak Specification and NRECA believes in objective good faith that these complaints may be justified, then in its sole discretion (and as an alternative to claiming that your company has breached this Trademark License Agreement), NRECA may require your company to retest compliance with the MultiSpeak Specification. During the period of retesting and until an Approved Laboratory recertifies the compliance of the software product with the MultiSpeak Specification, NRECA may suspend your company's rights under this Trademark License Agreement.

Conformity with Applicable Laws. Your company agrees that your manufacture and sale of any software products for which you use the MultiSpeak Trademarks, and your use of the MultiSpeak Trademarks, will not violate any applicable federal, state and local laws, rules, or regulations.

Compliance Labels. You will instruct the Approved Laboratory that tests your product to submit to NRECA a complete and accurate Compliance Label and to provide any updated Compliance Labels that NRECA requires. (A sample Compliance Label is included in Attachment B, but NRECA can revise the Compliance Label form if it wants

to do so.) You agree that NRECA can display any of your Compliance Labels (past, present, or future) on the MultiSpeak website.

Interoperability Assertion Statements. You will prepare an assertion statement that instructs the Approved Laboratory regarding what tests to perform on your product to assure that your product is interoperable and will submit to NRECA a complete and accurate assertion statement. You agree that NRECA can display any of your assertion statements on the MultiSpeak website.

Truthful Advertising. You agree that any of your advertising that uses any of the MultiSpeak trademarks will be truthful and will not be in any way misleading. As part of your agreement that your advertising using MultiSpeak trademarks will be truthful and not misleading, you agree that in any advertising in which you claim compliance or interoperability with specific interfaces that you (a) will not make false claims of compliance or interoperability, and (b) will include (in conspicuous print size) a copy of your current Compliance Label for any product as to which your advertisement is claiming compliance with a specific interface. If advertising space does not permit inclusion of the label itself, your advertisement will state (in conspicuous print size) that a copy of your Compliance Label or assertion statement is available at [www.multispeak.org](http://www.multispeak.org). You agree that you will not use untrue or misleading Compliance Labels or assertion statements for any purpose.

9. Enforcement and Maintenance of MultiSpeak Intellectual Property.

Infringement and Infringement Claims. To protect the MultiSpeak Trademarks, your company will give NRECA written notice of (a) any conduct that comes to your attention that, in your opinion, appears to violate NRECA's rights, and (b) any claim or assertion by any person that any of the MultiSpeak Trademarks violates any rights of a third party. If asked, you will provide reasonable help to NRECA in its efforts to stop any violation of NRECA's rights with respect to the MultiSpeak Trademarks, and NRECA will pay any reasonable out-of-pocket expenses that you incur in providing that help.

10A. Indemnification. If anyone brings a claim against you based on NRECA's conduct or omissions in connection with this license, NRECA will defend you (including any directors, officers or employees if any of them are included in the claim) and pay damages or settlements (including reasonable attorney's fees), if any, that you are required or reasonably choose to pay as a result of such claims. If anyone brings a claim against NRECA based on your conduct or omissions in connection with this license, you will defend NRECA (including any directors, officers, or employees if any of them are included in the claim) and pay damages or settlements (including reasonable attorney's fees), if any, that NRECA is required or reasonably chooses to pay as a result of such claims. This includes claims that your company's certified software product is incompatible with any MultiSpeak Specification or with other software products, claims that your product does not work properly or has caused some kind of injury, and any other claims relating to your conduct, omissions, or products. (This paragraph does not apply to any claims that are covered by some other agreement between your company

and NRECA.) NRECA shall notify you of any such claim and you shall provide this defense and indemnity, and have sole responsibility of any such claim.

10B. NRECA's Options. If NRECA receives information concerning a claim related to a MultiSpeak Trademark, NRECA may in its sole discretion and at its expense:

(a) obtain for you the right to continue to use and distribute the allegedly infringing MultiSpeak Trademark, (b) replace or modify the MultiSpeak Trademark to make it non-infringing, in which case, you will immediately stop using and distributing the allegedly infringing MultiSpeak Trademark, or (c) instruct you to stop using the MultiSpeak Trademark without providing a replacement. If NRECA elects option (c), then NRECA will give you a pro rata refund of the unused portion of your annual license fee (from the date that you stop using the pertinent MultiSpeak Trademark).

10C. Limitation of Liability. Except as part of a third party damage claim for which your company is obligated to indemnify NRECA, or for which NRECA is obligated to indemnify your company, neither you nor NRECA will be liable for any consequential, incidental, indirect, punitive or special damages (including loss of business profits) arising from or related to any marketing, distribution or other use of the MultiSpeak Trademarks or Specification, regardless of the theory of liability, even if advised of the possibility of such damages. Except as part of a third party damage claim for which NRECA is obligated to indemnify your company, NRECA shall have no liability for any claim based on your use of any MultiSpeak Trademarks, and, except as part of a third party damage claim for which NRECA is obligated to indemnify your company, NRECA shall not be liable to your company for any damages in excess of the license fees paid by your company under this Trademark License Agreement.

10D. Term and Termination and Other Remedies for Non-Performance.

Term. This Trademark License Agreement will begin on the date that NRECA signs it and will continue for one calendar year, renewing automatically for subsequent one-year terms thereafter unless it is ended in one of the ways described below.

When Your Company Can End This Trademark License Agreement. Your company can end this Trademark License Agreement at any time and for any reason.

When NRECA Can End This Trademark License Agreement. NRECA can also end this Trademark License Agreement if you breach the Agreement in some material way, but NRECA will then give you up to sixty days to stop the conduct that breaches the Agreement. (If the conduct has injured NRECA, however, your company will still be responsible to NRECA for any damages that your breaching conduct causes.)

Rights Upon Termination. When this Trademark License Agreement is ended, all rights granted to your company will revert to NRECA and your company will immediately stop using the MultiSpeak Trademarks or any reference to them.

Survival. Even if this Trademark License Agreement is ended, paragraphs 9 through 12 will still be effective.

Other Remedies for Non Performance. You agree that some breaches of this Trademark License Agreement (such as misuse of the MultiSpeak Trademarks) may harm NRECA in a way in which money cannot fully and adequately compensate NRECA. If your company commits that kind of breach, or causes some impairment or dilution of the reputation of the MultiSpeak Trademarks, NRECA will be entitled to an immediate court order forbidding the harmful conduct, in addition to any other legal or equitable remedies.

10E. Miscellaneous.

Assignment. NRECA can give or sell its rights and obligations under this Trademark License Agreement to someone else, but NRECA has to give you notice that it has done so. Your company cannot give or sell its rights under this Trademark License Agreement to any other entity, related or unrelated.

General Notices to Licensees. Information about the MultiSpeak Trademarks or 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 Your Company Alone. If this Trademark License Agreement requires NRECA to give you notice of something that is particular to your company, then NRECA can give you that notice by sending it in writing. NRECA can choose how it wants to deliver the notice, from among the following choices. NRECA can have it personally delivered to the individual who signs this Trademark License Agreement, at the address that appears by the signature (and the notice will be considered received when the person to whom it is addressed actually receives it). Or NRECA can send it by commercially recognized overnight courier, to the person who signs this Trademark License Agreement, at the address that appears by the signature (and then the notice will be considered received on the next business day). Or NRECA can send it by U.S. mail (only certified or registered mail), postage prepaid, return receipt requested, to the person who signs this Trademark License Agreement, at the address that appears by the signature (and then the notice will be considered received five business days after mailing). You can change the person to whom NRECA will send any notices just by giving NRECA notice to that effect.

Notices to NRECA. If this Trademark License Agreement requires you to give notice to NRECA, then you will send it in writing. You can choose how you want to deliver the notice, from among the following choices. You can have it personally delivered to the person shown below (and the notice will be considered received when the person to whom it is addressed actually receives it). Or you can send it by commercially recognized overnight courier, addressed as shown below (and then the notice will be considered received on the next business day). Or you can send it by U.S. mail (only certified or registered mail), postage prepaid, return receipt requested, addressed as

shown below (and then the notice will be considered received five business days after mailing).

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 Trademark License 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. Except for those cases described in the last subsection of Section 11, 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 may be brought to court as described in the following paragraph.

If, after having attempted the above-described informal negotiation, your company and NRECA have a disagreement relating to this Trademark License 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 Trademark License 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.

Captions. NRECA has used captions and headings in this Trademark License Agreement simply to help you find particular sections. These captions do not limit the meaning of any terms or conditions of this Trademark License Agreement, and these captions do not broaden the meaning of any terms or conditions of this Trademark License Agreement.

When Agreement Goes Into Effect. If you want to make this Trademark License Agreement with NRECA, you will sign and return it on your company's behalf. Even after you have signed, this Trademark License Agreement does not go into effect unless and until NRECA also signs it.

Document Is Whole Agreement. Both you and NRECA want to make sure that each of us understands what our agreement is. If both you and NRECA have signed this Trademark License Agreement, then we agree that this Trademark License Agreement is our whole agreement with respect to the MultiSpeak Trademarks, and that there are no other agreements on those subjects. If we had any other kind of agreement relating to these issues before now, then that agreement is ended. If we talked about something relating to the MultiSpeak Trademarks before this Trademark License Agreement was signed by NRECA, then what we said is not an 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.

For NRECA:

NATIONAL RURAL ELECTRIC  
COOPERATIVE ASSOCIATION

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Bob Saint

Title: MultiSpeak Program Manager

For Your Company:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address (for giving you notices):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachment A**

First Type of Trademark Use: Participant



Second Type of Trademark Use: MultiSpeak Compliant



Third Type of Trademark Use: MultiSpeak Compliant (Version-Specific)



Fourth Type of Trademark Use: Software Developer












Fifth Type of Trademark Use: MultiSpeak Integrator








Sixth Type of Use: MultiSpeak Interoperable



## Attachment B

MultiSpeak® Version 2.0 Compliance Label			
<b>Product:</b> Staking Pro V2.04			
<b>Vendor:</b> XYZ, Inc.			
<b>Application Type:</b> Automated Staking			
<b>MultiSpeak Functions:</b> Staking, Static GIS Viewer (SGV)			
MultiSpeak Functions	Supported Interfaces		
Staking	FA (#11)	GIS (#21)	
	  	  	
Static GIS Viewer	GIS (#12)		
	  		

- Legend:  
Communication modes:
-  = File Based
  -  = SOAP
  -  = Sockets
  -  = This communications mode is not defined for this interface in MultiSpeak.
  -  = This communications mode is not defined for this interface in MultiSpeak.

## Attachment C

### Software Integration Initiative Policy on Intellectual Property

The National Rural Electric Cooperative Association (“NRECA”) has established 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 to members of the Software Integration Initiative on a royalty-free basis from the Software Integration Initiative through its website, [www.multispeak.org](http://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 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 D**

### MultiSpeak Logo Usage Guidelines

The MultiSpeak Logo Usage Guidelines are available from the MultiSpeak website at [www.multispeak.org](http://www.multispeak.org). These guidelines may change from time to time, so to ensure that you are in compliance with the most current version of the guidelines, please refer to the website.