



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 four (4) classes of members in the Software Integration Initiative: Utility Members, 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 pay annual membership dues as prescribed in Exhibit B within thirty (30) days of receipt of an invoice and 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. Annual membership dues are subject to change on an annual basis.



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 to the MultiSpeak Specification

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 or pertaining to the Software Integration Initiative, the MultiSpeak Specification 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: Alvin Razon

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.

NATIONAL RURAL ELECTRIC COOPERATIVE ASSOCIATION

Date:

By:

Name: Tony Thomas

Title: Principal Engineer

Company:

Date:

By:



Attachment B

Software Integration Initiative Membership

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

Company Name:

Membership Class:

I understand that MultiSpeak Membership dues are billed annually. By signing below, I acknowledge that annual dues are subject to increase.

Signature:

Date:

Technical Representative:

Name:

Title:

Mailing Address:

City / State / Zip:

Telephone:

Fax:

Email:

Billing Representative:

Name:

Title:

Mailing Address:

City / State / Zip:

Telephone:

Fax:

Email:

**Please complete then email this form to
membership@multispeak.org**