MultiSpeak®

Software Integration Initiative

Policy on Intellectual Property Rights

Cooperative Energy Services, Inc. (CES), a subsidiary of NRECA, has funded the Software Integration Initiative to develop the "MultiSpeak® Specification." The MultiSpeak® Specification has been developed through a collaborative effort of CES 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 as possible on the definition of data exchange specifications. The MultiSpeak® Specification is intended to permit software vendors to write interfaces enabling compliant software to communicate.

This *Policy on Intellectual Property Rights* (IPR Policy) describes current policies relating to the Software Integration Initiative and the MultiSpeak® Specification. CES can revise this IPR Policy from time to time in its discretion.

Under this IPR Policy, (1) the MultiSpeak® Specification is made available on a royalty-free basis to implementers agreeing to the terms of the copyright license agreement; (2) the participants in the Software Integration Initiative have agreed that their patents essential to the implementation or use of the MultiSpeak® Specification are available on a royalty-free basis and without license obligation and (3) these participants confirm the terms under which they make technological contributions to the MultiSpeak Specification. This IPR Policy is intended to be consistent with the Office of Management and Budget Circular No A-119 (revised 2/10/98), including the requirement that intellectual property be made available on a non-discriminatory, royalty-free or reasonable royalty basis to all interested parties.

1. **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.

2. **Use of the MultiSpeak Trademarks.** CES 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 to use the MultiSpeak® trademarks. Anyone who wants to use the trademarks must obtain a license to do so.

3. **Working Group Meetings.** The Working Group meets generally 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 meetings of the Working Group and/or committees. Only members of the Software Integration Initiative can participate in working group meetings but in the discretion of the chairman non-members may be invited to participate, provided they agree to be bound by the terms of this IPR policy. Members are encouraged (but not required) to contribute ideas through the Working Group Meetings, Technical Committee, or otherwise, for development of the MultiSpeak Specification.

4. **Ownership of Contributions.** Past Working Group meetings have contributed to the development of the MultiSpeak® Specification, and CES expects that future Working Group meetings and the Technical Committee will contribute to the development and improvement of the MultiSpeak® Specification.

    a. Each contributor grants to CES, under any applicable IPRs (excluding patent, patent applications or trademarks) owned or licensable by such contributor, a nonexclusive, nontransferable, worldwide, royalty-free license to use, copy, distribute to other members of the Software Integration Initiative, and make derivative works of any contribution it makes, for the sole purpose of drafting and creating the MultiSpeak® Specification, draft specifications, reports or other documents made pursuant to the activities of the Software Integration Initiative ("Materials"). The contributor represents, in making its contribution, that it has full right to make the contribution for the purposes indicated in this IPR Policy and that it does not infringe the rights of any third party.

    b. Upon approval of the MultiSpeak® Specification, later versions thereof, or any other Materials through the process defined by the Software Integration Initiative, each contributor further grants CES, under any applicable IPRs (excluding patent, patent applications or trademarks), owned or licensable by such contributor, a nonexclusive, nontransferable, worldwide, royalty-free, perpetual, irrevocable, sublicenseable license to (a) use, copy, distribute and make derivative works of any contribution included in such approved Materials, and to implement such approved Materials and derivative works for purposes of implementing one or more versions of the MultiSpeak® Specification, and (b) use, make, reproduce, sell, distribute, import or transmit implementations of such approved Materials and derivative works for purposes of implementation of one or more MultiSpeak® Specification. Subject to the rights granted herein, all right, title and interest in and to an individual contribution shall remain with the contributor.

    c. Ownership of the copyright in Materials created by CES or within the Working Group or the Technical Committee, or other bodies of the Software Integration Initiative, shall vest in CES (but may be licensed under the terms of paragraph 1).

5. **No Confidentiality.** Each Member and other participant in any Working Group, Technical Committee, or other Working Group committees agrees that it will not disclose to CES or at any Working Group meeting or Committee meeting (or other MultiSpeak-related activity sponsored by CES) any information that the disclosing party considers confidential or "proprietary." If the disclosing party does disclose such confidential or proprietary information to CES, such information will not be treated as confidential by CES or the other participants. CES may incorporate such information into the MultiSpeak® Specification, and CES will not be required to pay for the information.

6. **CES patent policy - Inclusion of Patents in MultiSpeak® Specification**. Members and other participants agree that the implementation and use of the MultiSpeak® Specification should not infringe any issued or pending patent, or, if it does infringe, that such patent be available without charge and without licensing condition. There is no objection in principle to drafting a MultiSpeak® Specification in terms that include the use of an essential patent claim (one whose use would be required for compliance with that standard) if it is considered that technical reasons justify this approach, provided that if CES receives a notice that a proposed MultiSpeak® Specification or an approved MultiSpeak® Specification may require the use of such a patent claim, the procedures in this clause shall be followed:

6.1. Statement from patent holder

CES shall receive from the patent holder or a party authorized to make assurances on its behalf, in written or electronic form, either:

a) assurance in the form of a general disclaimer to the effect that such party does not hold and does not currently intend holding any essential patent claim(s); or

b) assurance that the implementers of the specification and other users of this technology are able to use it free of charge and without other license conditions (except for those customary for such licenses, including the limitation of the license to the implementation and use of the MultiSpeak® Specification, and the requirement that the licensee makes a reciprocal offer of its own essential patent claims royalty-free or, if royalty bearing, on terms reasonable and non-discriminatory).

6.2. Failure to provide assurance

If the statement from the patent holder does not provide an assurance described in section 6.1 (or if such assurance is not received within a time that, in the judgment of CES, would not delay completion of the MultiSpeak® Specification), CES can decide to revise the MultiSpeak® Specification to avoid mandatory infringement of the patent.

6.3. Record of statement

A record of the patent holder's statement shall be retained in the files of CES. CES may make such records publicly available.

6.4. Notice

When CES in relation to the MultiSpeak® Specification receives from a patent holder the assurance set forth in 6.1.b above, that version of the MultiSpeak® Specification shall include a note substantially as follows:

> NOTE – The user's attention is called to the possibility that compliance with this version of the MultiSpeak® Specification may require use of an invention covered by patent rights.

> By publication of the MultiSpeak® Specification, no position is taken with respect to the validity of any such claim(s) or of any patent rights in connection therewith.

6.5. Responsibility for identifying patents

CES is not responsible for identifying patents for which a license may be required by the MultiSpeak® Specification or for conducting inquiries into the legal validity or scope of those patents that are brought to their attention.

6.6. Transfer of patent to non Member

Patents subject to this IPR Policy shall remain subject to this policy after transfer of the patents to a non-Member and by that transferee to subsequent transferees.

7. **Policy binding on all participants**. This IPR Policy is binding on all Members and (a) if a non-Member, on any participant in the Working Group, the Technical Committee, a Working Group committees or other MultiSpeak-related activity and (b) if a consultant, on such consultant and on the entity by which the consultant is engaged.