



Drive Trust Alliance Member Services Agreement

This Member services agreement (the “**Agreement**”) is made and entered into as of _____ [date] (the “Effective Date”) by and between Bright Plaza, Inc. (the “**Company**”), a Delaware corporation having a place of business at 48 North Main St., Pittsburgh, PA 15215 and operator of the Drive Trust Alliance (the “**DTA**”), and _____ (the “**Member**”), a _____ [state] _____ [corporation, limited liability company, partnership] having a place of business at _____. The Company and Member are hereinafter individually referred to as the “**Party**” and collectively referred to as the “**Parties**”.

BACKGROUND

- A. Company, as operator of the DTA, is in the business of developing open-source code (“**Code**”) for self-encrypting drives (“**SEDs**”) that is compliant with the Trusted Computing Group (TCG) Opal standard, and Company is in the business of providing services (“**Custom Professional Services**”) related to SEDs and Code as specified in Appendix A which may be amended from time to time at Company’s sole discretion.
- B. Member is in the business of developing products and/or services for the storage industry. Member has an active Membership agreement with the DTA and desires to procure specific Custom Professional Services from the DTA (“**Contracted Services**”) as specified in the Scope of Work for Contracted Services in Appendix B (“**Scope of Work**”) which may be amended from time to time upon mutual agreement by the Company and Member.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

SECTION 1. COMPANY OBLIGATIONS.

1.1 Company Representation and Warranties. Company warrants and represents to Member that Company has the full power and authority to enter into this Agreement and all necessary rights to perform its obligation hereunder according to the terms and conditions of this Agreement.

1.2 Company Performance of Scope of Work. Company shall furnish its own support staff as necessary for the satisfactory performance of Scope of Work. Company shall use its best efforts to conduct the Scope of Work and shall (i) perform such work consistent with the highest professional standards, (ii) devote such time and business efforts as are necessary to perform such work on a timely basis, and (iii) perform such work in full compliance with any applicable federal, state or local law, regulation, or ordinance.

1.3 Ownership of Work Products. All work products completed by Company under this Agreement shall become the property of Member unless otherwise specified in Scope of Work.

1.4 Insurance. Bright Plaza, Inc. agrees to procure and maintain at the company's expense during the term of this Agreement the following insurance coverage: (i) General Liability Insurance including Personal Injury Protection with limits of liability not less than \$1,000,000 per occurrence, \$1,000,000 per annual aggregate; (ii) Professional Liability Insurance (errors and omissions) with limits of liability not less than \$1,000,000 per occurrence, \$1,000,000 per annual aggregate; and (iii) Worker's Compensation Insurance sufficient to cover any liability for bodily injury, sickness or disease of Agreement or or any of its employees, including any liabilities that may arise by virtue of statute or law now in force or hereafter enacted.

1.5 Ownership of Intellectual Property. All intellectual property identified in writing by Member under this agreement shall become the property of the Member. Any intellectual property not specifically identified by Member shall remain the property of Company.

SECTION 2. MEMBER OBLIGATIONS.

2.1 Member Representation and Warranties. Member warrants and represents to Company that Member has the full power and authority to enter into this Agreement and all necessary rights to perform its obligation hereunder according to the terms and conditions of this Agreement.

2.2 Member Cooperation. To the extent that cooperation is required by Member in the completion of the Scope of work, Member shall use its best efforts to cooperate with Company and shall (i) provide such cooperation consistent with the highest professional standards, (ii) devote such time and business efforts as are necessary to provide such cooperation on a timely basis, and (iii) perform all cooperation in full compliance with any applicable federal, state or local law, regulation, or ordinance.

SECTION 3. PAYMENT.

3.1 Payment. Member shall pay the standard commercial rates set forth in the Scope of Work. At the beginning of each month, Company shall invoice Member for all work completed in the previous month. Payment for all work is due within thirty (30) days of the invoice date.

3.2 Late Payments. Upon failure of the Member to pay any invoice, Member shall be entitled to impose interest on the amount outstanding balance at the rate of 1% per month (12% per annum) from the date it was originally due. Company, at its sole discretion, may also cease work upon failure of the Member to pay any invoice.

SECTION 4. CONFIDENTIAL INFORMATION.

4.1 Confidential Information. The Parties agree that any information received by either Party in connection with this Agreement which is not in the public domain including but not limited to information received verbally that a reasonable person would understand to constitute proprietary information (hereinafter "**Confidential Information**") is not to be disclosed to any person other than employees, contractors, professional advisors, and actual or qualified prospective investors, lenders or acquirers of either Party who have a need to know such information. The receiving Party shall be responsible for unauthorized disclosures of the other Party's Confidential Information by such employees, contractors and others to whom it disclosed the Confidential Information. The Parties agree that any Confidential

Information disclosed to the receiving Party pursuant to this Agreement may be used by the receiving Party only in the performance of this Agreement (or, as to advisors and other authorized discloses, for purposes of evaluation and advice), and for no other purpose. The Parties further agree that with respect to the Confidential Information of the other Party, during the Term of this Agreement and thereafter, the receiving Party will at all times maintain its confidentiality using the same degree of care that such Party uses to protect its own Confidential Information and in no case using less than the usual standard of care used in the software licensing industry. Confidential Information does not include information (i) which becomes public knowledge by acts other than those of the receiving Party and through no fault of the receiving Party; (ii) rightfully received by the receiving Party from a third-party who is not bound by a nondisclosure agreement with respect to such information and without breach of this Agreement; or (iii) which must be disclosed pursuant to a court or administrative order, provided that the receiving Party first promptly notifies the disclosing Party of such order so that the disclosing Party may take appropriate action to preserve the confidentiality of such information.

SECTION 5. INDEMNIFICATION; LIMITATION OF LIABILITY.

5.1 Member Indemnity. Member shall defend, indemnify and hold harmless the Company from any claims, damages or expenses, including attorneys' fees, arising or alleged to arise in whole or in part from: (i) damage or injury caused by or resulting from any action or inaction of Member, its employees or agents, or sustained in connection with the performance of this Agreement; or (ii) any breach of this Agreement by Member.

5.2 Company Indemnity. Company shall defend, indemnify and hold harmless the Member from any claims, damages or expenses, including attorneys' fees, arising or alleged to arise in whole or in part from: (i) damage or injury caused by or resulting from any action or inaction of Company, its employees or agents, or sustained in connection with the performance of this Agreement; or (ii) any breach of this Agreement by Company.

5.3 Limitations on Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

SECTION 6. TERM & TERMINATION.

6.1 Term. This Agreement shall commence on the Effective Date and shall terminate upon the first to occur of (i) the completion of the Scope of Work; or (ii) the ending date stated in the Scope of Work.

6.2 Termination by Either Party. Either Party may terminate this Agreement if the other Party materially breaches any representation, warranty or covenant of such Party in this Agreement which breach is not cured within thirty (30) days of the receipt of written notice of breach specifically identifying the breach on which termination is based.

6.3 Effect of Termination. No termination of any kind pursuant to Section 6 or otherwise shall affect Members obligations to pay invoices due for work completed on the Scope of Work.

SECTION 7. MISCELLANEOUS.

7.1 Relationship of the Parties. Neither Party will have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other Party. This Agreement is not intended to be nor will it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship. It is expressly understood that in the performance of the Contracted Services, Company and agents

and employees shall act in an independent capacity and as an independent contractor and not as officers, employees, or agents of Member.

7.2 Entire Agreement and Agreement Expenses. This Agreement constitutes the entire agreement between the Parties with respect to its subject matters and supersedes all previous written or oral negotiations, commitments and writings. Each Party shall pay all expenses incurred by it in the negotiation, execution and performance of this Agreement.

7.3 Assignability. This Agreement and the rights and obligations hereunder are not assignable by either Party, except to (a) an affiliate of a Party, or (b) to a successor of a Party in the event of a sale or transfer of substantially all of the assets or stock of such Party provided such successor or assign assumes the obligations hereunder as if it were the original Party to this Agreement and agrees to be bound by the terms of this Agreement in writing. In such event, each Party shall provide the other Party with written notice of the identity and contact information of a permitted successor or assign and a copy of an assignment and assumption agreement. This Agreement shall bind and inure to the benefit of the Parties hereto and their permitted successors and assigns.

7.4 Waivers; Severability. The failure of any of the Parties to this Agreement to require the performance of a term or obligation under this Agreement or the waiver by any of the Parties to this Agreement of any breach hereunder shall not prevent subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach hereunder. If any one or more of the provisions of this Agreement are held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement will not be affected thereby, and the Parties will use all reasonable efforts to substitute for such invalid, illegal or unenforceable provisions one or more valid, legal and enforceable provisions which, insofar as practicable, implement the purposes and intents hereof. To the extent permitted by applicable law, each Party waives any provision of law which renders any provision of this Agreement invalid, illegal or unenforceable in any respect.

7.5 Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each Party hereto, or in the case of a waiver, the Party waiving compliance.

7.6 Law Governing. This Agreement and performance hereunder will be governed by the laws of the Commonwealth of Pennsylvania, exclusive of its conflict of law rules. In the event of a dispute regarding this Agreement or its subject matter that the Parties do not resolve by negotiation, the complaining Party must submit the dispute to binding arbitration with the other Party in Pittsburgh, Pennsylvania, before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association. The cost of the arbitrator shall be borne equally by the Parties. The arbitrator may award reasonable attorneys' fees and costs as part of the award. The award of the arbitrator will be binding and may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent that the remedy sought by a Party is injunctive relief, the Parties agree to the personal and subject matter jurisdiction, and the forum convenience, of the federal and state courts located in Pittsburgh, Pennsylvania.

7.7 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given on the date delivered if delivered by hand, three days after being sent by certified or registered mail (postage prepaid and with return receipt requested), on the date delivered if by overnight courier service, or on the date delivered if by fax transmission to:

To Company: Bright Plaza, Inc.
P.O. Box 38358
Pittsburgh PA 15238
Attn: Bob Thibadeau, CEO
dtaadmin@ka.je

To Member: _____

or to such other address of which any Party may notify the other Parties as provided above. Notices are effective upon receipt or, if mailed, five (5) business days after the placing thereof in the United States mail in the manner provided above.

7.8 Continuing Obligations. Unless otherwise expressly provided for therein, all sections of this Agreement will survive termination of this Agreement for any reason.

7.9 Headings. The section headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the respective Parties have hereto affixed their signatures to this Agreement as of the date and year first written above.

BRIGHT PLAZA, INC. (COMPANY)	_____ (MEMBER)
NAME: _____	NAME: _____
SIGNATURE: _____	SIGNATURE: _____
TITLE: _____	TITLE: _____

Appendix A

Services Available by Membership Level

Platinum Level Services – Platinum Member

Platinum Level Members enjoy the same benefits as Gold Level Members, plus the additional benefits below.

1. A Seat on the Drive Trust Alliance Open Source Roadmap Advisory Board that meets for two hours quarterly and the associated private LinkedIn message board.
2. A Seat on the Drive Trust Alliance Website Advisory Board that meets for two hours quarterly and the associated private LinkedIn message board.
3. A ten percent (10%) discount on Custom Professional Services
4. A Platinum Member can negotiate changes to the Member Services Agreement. Gold Level Members must accept the Member Services Agreement as-is. The Drive Trust Alliance remains open, of course, to suggestions for improvement to the Member Services Agreement.

Gold Level Services – Gold Member

Gold Level Members get all Silver Level Services at no charge. Gold Level Members may also procure Custom Professional Services below at commercial rates.

1. Source code implementation support.
2. Additional software development on a for-hire basis.
3. Internal Member Education – Onsite
4. Webinar-based Education
5. Conference Talks
6. Conference Booths
7. Conference Membership (Less Conference Fee)
8. Tailored SED Collateral
9. Custom (branded) White Papers
10. Public Relations Partnerships
11. Other services appropriate to the Member's needs

12. The private LinkedIn message board specific to Gold Level Members.

Silver Level Services – Silver Member

Silver Level Services are designed for IT and other professionals who want to stay abreast of SED developments. Below is a list of services available at no charge to Silver Members.

1. Access to the current Open Source Roadmap web page(s) that describe future features, planned features and status of planned features.
2. Access to the description of the pluses and minuses of all known SEDs in the marketplace.
3. Guaranteed two-business-day Response to Questions sent from your registered e-mail (limit: 4/month).
4. A listing, if requested, on the DTA Member Pages, on www.DriveTrust.com.
5. The private LinkedIn message board specific to IT discussions on SED deployment.

Free Services – No Membership Required (available www.DriveTrust.com)

Content available on the www.DriveTrust.com website is free and does not require a Membership. Below is a list of the types of content available for free.

1. Pointers to Public educational material on SEDs that experts believe is the best available.
 - i.
2. Pointers to our GitHub and SourceForge sites for the Source Code for Opal Clients that is always free.
3. List of all known SED devices in the marketplace, plus (if available) single-click buy and single-click to specifications provided by vendors.
4. List of all known client software for SEDs. This includes those that employ our open source code, and those that don't. This includes logos and company web sites where possible.
5. How-to pages, including videos, on how to set up and use SEDs with and without using our open source code.
6. The public LinkedIn message board.

Appendix B

Scope of Work for Contracted Services

Company will work with Member to determine the desired Custom Professional Services. Company will send a formal proposal to Member, and upon approval from Member, proposal will become the Scope of Work for Contracted Services in this appendix B.