



Drive Trust Alliance Membership Agreement

This Membership agreement (the “Agreement”) is made and entered into as of the date the Membership Fee (defined below) is paid or the end of an existing Membership agreement, whichever is later, (the “Effective Date”) by and between Bright Plaza, Inc. (the “Company”) as operators of the Drive Trust Alliance (the “DTA”) and the user submitting the Membership Fee (the “Member”). The Company and Member are hereinafter individually referred to as the Party and collectively referred to as the Parties.

BACKGROUND

- A. Company, through its operation of the DTA, is in the business of developing open-source software for use with consumer-grade self-encrypting drives (“SEDs”) and is in the business of promotional activities designed to broaden the adoption of SEDs in the consumer market.
- B. Member is well known in the drive industry and has a need for tools that support consumer-grade SEDs as well as a need for industry marketing efforts that promote the adoption of SEDs in the consumer market.

NOW, THEREFORE, the Parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. Membership. As of the Effective Date and in exchange for the payment being submitted with this Membership (the “Membership Fee”), such Membership Fee being received by the Company no later than five (5) days from the Effective Date, Company is officially a Member of the DTA.
2. Term. This Agreement shall commence on the Effective Date and end one year from the Effective Date.
3. Member Responsibilities. During the term of this Agreement, Member agrees to:
 - (a.) Use best efforts to promote the interests of the DTA
 - (b.) Provide to Company any material information that may be beneficial to the DTA and its collective Members, provided that such material information is not subject to confidentiality obligations that the Member may have.
 - (c.) Recommend improvements to the tools developed by the DTA as well as DTA marketing strategies.
 - (d.) Inform the Company on a regular basis about Member’s activities and other matters that are relevant to the activities of the DTA
 - (e.) Comply with the highest ethical standards when performing under this Agreement.

Member agrees that in such performance, Member will not directly or indirectly pay, offer or authorize payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization contrary to any applicable laws.

4. Company Responsibilities. During the term of this Agreement, Company agrees to:
 - (a.) Use best efforts to promote the interests of the DTA

- (b.) Provide to Member any material information that may be beneficial to Members business
- (c.) Notify the Member of any new tools developed by the DTA
- (d.) Notify the Member of any new marketing events or activities by the DTA
- (e.) Comply with the highest ethical standards when performing under this Agreement.

Company agrees that it will not directly or indirectly pay, offer or authorize payment of anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or organization contrary to any applicable laws.

5. **Relationship of Parties.**

- (a.) Company and Member are independent entities. This Agreement does not establish a principal-agent relationship between Company and Member. Neither Party has the right or authority to assume or create, in writing or otherwise, any obligation of any kind expressed or implied in the name of or on behalf of the other Party.
- (b.) This Agreement and Member's rights and obligations hereunder may not be assigned by Member.
- (c.) Member may terminate this Agreement at any time. In the case of termination, Company shall have no obligation to refund any portion of the Membership fee.

6. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date delivered. Delivery shall be via email or receipted, prepaid, independent, overnight courier service (e.g. FedEx) addressed to the Party to whom notice is to be given at the email or other address set forth during the establishment of the Membership, or at such other address as the Parties may specify in writing to the other.

7. **Failure to Enforce.** The failure of either Party to enforce at any time or for any period of time the provisions hereof in accordance with its terms shall not be construed to be a waiver of such provisions or of the right of such party thereafter to enforce each and every provision.

8. **Severability.** If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless shall continue in full force and effect.

9. **General.**

- (a.) Company, at its sole discretion, may modify this Agreement (the "Modified Agreement"), provided that a copy of the Modified Agreement is promptly delivered to Member in accordance with Section 6 of this Agreement. Upon receipt of the Modified Agreement, if the Member does not agree with the terms of the Modified Agreement, Member shall have thirty (30) days in which to provide notice of rejection of the Modified Agreement to Company (the "Rejection"). If the Rejection is timely delivered to Company in accordance with Section 6 of this Agreement, then for the duration of the remaining Term, Member shall be bound by the terms of this Agreement. If no Rejection is timely delivered to Company in accordance with Section 6 of this Agreement, then for the duration of the remaining Term, Member shall be bound by the terms of the Modified Agreement. Under no circumstances will Membership Fee be refunded.
- (b.) This is the entire agreement between the Parties respecting the subject matter hereof. This Agreement supersedes all other and prior agreements between Member and Company relative to the DTA.

(c.) The enforceability and the interpretation of this Agreement shall be determined according to the laws of the Commonwealth of Pennsylvania, without regard to its choice or conflict of law principles.