

Drive Trust Alliance

Contributor License Agreement

This contributor license agreement (the **“Agreement”**) is made and entered into as of \_\_\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**) by and between Bright Plaza, Inc. (the **“Company”**) as operators of the Drive Trust Alliance (the **“DTA”**) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Contributor”**). The Company and Contributor are hereinafter individually referred to as the Party and collectively referred to as the Parties.

DEFINITIONS

1. **“Affiliate”** shall mean any Entity in possession of the power to direct or cause the direction of the management and policies of a Party, or of which Party has the power to direct the management and policies, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise. For the avoidance of doubt, any Entity with beneficial ownership of greater than fifty percent (50%) of the ownership interest of a Party shall be considered an Affiliate.
2. **“Contribution”** means any Work(s) that is intentionally Submitted by Contributor to Company for inclusion in, or documentation of DTA Products.
3. **“Contributor”** means the copyright owner or any Entity fully authorized by the copyright owner to enter into this Agreement with Company. If Contributor is an Entity, then all Affiliates of Entity are considered to be a single Contributor.
4. **“DTA Products”** shall mean any software and/or products owned or managed by the Company**.**
5. **“Entity”** shall mean any person or individual, or any firm, association, business organization, joint venture, trust partnership, corporation or other collective organization.
6. **“Submitted”** means any form of electronic, verbal, or written communication sent to the Company or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Company for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by Contributor as "Not a Contribution."
7. **“Work”** means any original work of authorship, including any Code, Software, and Modifications.
8. **“Code”** means all source code for the Software or any Modification including but not limited to all logic, logic diagrams, flowcharts, algorithms, routines, sub-routines, utilities, modules, file structures, coding sheets, coding, functional specifications, and program specifications comprising or contained in the Software or any Modification whether in eye readable or machine readable form.
9. **“Modification(s)”** means any modifications, changes, revisions, enhancements, corrections of defects, fixes, workarounds, improvements, or changes in functionality to the Software or the Code, whether or not issued in a formal update, upgrade, or release, or any other work of authorship based upon the Software, the Code, or a Modification.
10. **“Software”** means the software products in machine executable object code format, and any documentation therefore, including any Modifications made thereto.

BACKGROUND

1. Company, through its operation of the DTA, is in the business of developing DTA products 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.
2. Contributor desires to make a Contribution to the DTA Products and to offer Company the rights in and licenses to the Contribution as described in this Agreement.

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

TERMS & CONDITIONS

1. **Grant of Copyright License.** As of the Effective Date and subject to the terms and conditions of this Agreement, Contributor hereby grants to the Company and to recipients of DTA Products a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Contributions by Contributor and such derivative works.
2. **Grant of Patent License.** As of the Effective Date and subject to the terms and conditions of this Agreement, Contributor hereby grants to the Company and to recipients of DTA Products a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution, where such license applies only to those patent claims licensable by Contributor that are necessarily infringed by the Contribution alone or by combination of Contribution with the DTA Products to which such Contribution was submitted. If any Entity institutes patent litigation against Contributor or any other Entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Contribution or the DTA Products constitute direct or indirect patent infringement, then any patent licenses granted to that Entity under this Agreement for the Contribution or DTA Products shall terminate as of the date such litigation is filed.
3. **Contributor Representations.** 
   1. **Authorization to Grant Licenses.** Contributor represents and warrants that Contributor has full power and authority to enter into and perform under this Agreement and to grant the Copyright License and Patent License as outlined in Section 1 and 2 respectively. To the extent that Contributor’s employer(s) has rights to intellectual property created by Contributor that includes the Contribution, Contributor represents and warrants that Contributor has received permission to make Contributions on behalf of said employer(s) and that said employer(s) has waived such rights for the Contributions to the Company, or that your employer has executed a separate contributor license agreement with the Company.
   2. **Authorship.** Contributor represents and warrants that each of Contributions is an original Work by Contributor (see section 5 for submissions on behalf of others) and that the Contribution includes complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which Contributor is personally aware and which are associated with any part of the Contribution.
4. **Support.** Contributor is not expected to provide support for the Contribution, except to the extent that Contributor desires to provide support. Contributor may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, Contributor provides the Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.
5. **Submissions on Behalf of Others.** Should Contributor wish to submit Work that is not an original Work by Contributor, Contributor may submit it to the Company separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which Contributor is personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [name of third-party]".
6. **Notification Obligation.** Contributor agrees to notify Company of any facts or circumstances of which Contributor becomes aware that would make the representations and warrants of this Agreement inaccurate in any respect, such notification promptly delivered to Company within ten (10) business days that Contributor becomes aware of such facts or circumstances.
7. **MISCELLANEOUS**.
   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.
   2. **Entire Agreement.** 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.
   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.
   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.
   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.
   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. **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

To Contributor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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.

* 1. **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 parties have executed this Agreement on the dates set forth below their respective signatures.

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| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (CONTRIBUTOR) | BRIGHT PLAZA, INC. (COMPANY) |
| SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | NAME: Eugene M. Farrelly |
| TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | TITLE: COO |
|  |  |