

DIRECT ACCESS TRANSPORT CONTRIBUTION AGREEMENT

Several companies ("Members") are developing a specification initially titled the "Direct Access Transport" ("Specification") that may become appropriate for publication. The Member identified below wishes to provide other Members with written suggestions or comments ("Contributions") concerning the Specification and grants other Members the right to publish such Contributions in the Specification.

By the signature of the Authorized Representative of the Member identified below, Member agrees as follows:

"Specification" refers to a Specification identified above and any revisions to such Specification.

License to Contributions. Member grants to other Members a non-exclusive, irrevocable, worldwide, royalty-free license, under Member's copyright rights to display, perform, copy, distribute and create derivative works of Contributions included in the draft or final form of the Specification in any manner and via any media, without reference to the source. In addition, Member also grants to other Members the right to sublicense to third parties the rights to copy and distribute Contributions when incorporated in the publicly available Specification. Member acknowledges that other Members are under no obligation to use Contributions in any version of the Specification.

Process for submitting Contributions. Member will submit all Contributions via email to the following address. Member agrees that all suggestions or comments submitted via email to the addresses below are Contributions as defined herein and subject to the terms and conditions of this agreement.

admin@DAtransport.org

Warranty disclaimer. CONTRIBUTIONS ARE PROVIDED BY THE MEMBER "AS IS" WITH NO WARRANTIES WHATSOEVER, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

IN NO EVENT SHALL THE MEMBER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No other license. Except as expressly granted herein in writing, no other license under any patent, copyright, or other intellectual property right is granted to or conferred upon any party in this Agreement or by the transfer of any information, either by implication, inducement, estoppel or otherwise.

Governing Law. This Agreement will be governed by the laws of the state of California, without regard to principles of conflict of laws.

PARTICIPANT: _____
(Company Name)

(Address)

(City) (State) (Zip)

Signature of Authorized Representative (e.g. President or V.P.)

Printed Name

Title