SNIA™ Storage Management Initiative	**SMI-LAB** **PARTICIPATION AGREEMENT**

PARTICIPATING COMPANY NAME: _____

This Participation Agreement ("Agreement") covers participation in the SNIA Storage Management Initiative's SMI-Lab Program ("SMI-Lab" or "Program") by Participating Company ("Participant"). Agreement will become effective upon acceptance by the SMI Program Manager and will automatically expire at the end of each SMI Program Year.

Participation in the SMI-Lab is on an annual basis and requires payment of an annual participation fee. Participation fees are posted on the SNIA's website at www.snia.org/smi and are subject to change without notice. Participant may withdraw from the SMI or SMI-Lab at any time by submitting a written request to the SMI Program Manager. Withdrawal from the SMI or SMI-Lab more than one month after this Agreement is accepted will not relieve Participant's obligation to pay the SMI annual membership fee and the SMI-Lab annual participation fee. A withdrawal from the SMI will result in a simultaneous withdrawal from the SMI-Lab Program.

PARTICIPATION REQUIREMENTS:

Participant agrees to comply with the following:

1) Participant must be a member of the SNIA in good standing.

2) Participant must be a member of the Storage Management Initiative.

3) Failure to pay SMI membership fees or SMI-Lab participation fees, according to SNIA invoicing terms, may result in loss of Participant's SMI/SMI-Lab voting privileges, access to SMI/SMI-Lab meetings, activities and removal of listing from SMI/SMI-Lab collateral.

4) Participant's staff is eligible to participate in SMI-Lab only while this Agreement is in effect.

5) As a condition of participating in the SMI-Lab, Participant agrees that any information with respect to (i) the performance, compatibility, interoperability or testing of SMI-S or Swordfish-enabled products, which is realized or disclosed during SMI-Lab participation ("Interoperability Information") or (ii) any pre-release or prototype products, proprietary test equipment or test software identified, disclosed or operated during SMI-Lab participation ("Product and Test Equipment Information") is the confidential and proprietary property of the respective owners of such SMI-S or Swordfish-enabled products. In order to protect the confidentiality of that Interoperability Information and Product and Test Equipment Information (together "Information"), Participant agrees that it will not disclose any Information of any other participant participating in SMI-Lab ("Participant") to any non-participating party and will hold the Information in confidence. Participant may disclose the Information to its employees and contractors on a need-to-know basis and may use the Information only for the purpose of developing its own products. Participant is allowed to inform non-participating third parties that it is working with specific other participants participating in SMI-Lab, but Participant agrees that it will not disclose any Information of any other participant participating in SMI-Lab.

6) If the Participant provides Information to contractors, Participant agrees that those contractors will be under obligations of confidentiality with respect to the Information that are at least as restrictive as this Agreement.

7) Should a Participant send a contractor to an SMI-Lab event or activity, the contractor may not use the event or activity to promote their company or services at the event.

8) The confidentiality obligations of the Participant herein will not apply beyond one (1) year from the date Information is present in SMI-Lab, nor will such obligations apply to any Information which (a) is now or hereafter becomes generally known or available in the public domain through no fault of the Participant, (b) is knowingly furnished to others by its owner without restrictions on disclosure, (c) is received from a third party not under obligation to treat the Information as confidential, or (d) is independently developed by or already in the possession of Participant.

9) Participant authorizes the SMI-Lab to publish on its public or private website, or to make available to prospective program participants, these details about the SMI-S or Swordfish-enabled equipment it deploys in the SMI-Lab: Make, Model and version(s) of SMI-S or Swordfish supported. Participant may request in writing that the Make and Model of unreleased SMI-S or Swordfish-enabled equipment be kept confidential until such equipment is released.

10) Participant personnel may attend SMI-Lab plugfests. Specific test environments or other exclusive benefits may be created and offered during plugfests; the SMI-Lab will have no requirement to reenact these environments or benefits outside of the scheduled plugfest.

11) Participant may install devices and servers in the SMI-Lab, hosted at the SNIA Technology Center, at their expense and for purposes of SMI-S or Swordfish interoperability testing. All storage networking devices in the SMI-Lab, deployed for the purposes of interoperability testing, must be accessible via SMI-S or Swordfish Providers. No hosting fees are charged to Participant for servers supporting activities approved by the SMI Governing Board. Participant must provide the SMI Program Manager with an inventory of the equipment it plans to install *prior* to shipping any equipment to the Technology Center and also *prior* to removing equipment from the Technology Center. This documentation shall be provided through completion of the Technology Center Install/Uninstall Checklists. Participant equipment in the SNIA Technology Center that is not participating in an approved Program activity may be powered down, disconnected from networks, moved to storage, or the Participant may be assessed hosting fees.

12) Participant's equipment may remain in place at the SNIA Technology Center until the end of the SMI-Lab Program unless the Participant is terminated from the Program or the Participant withdraws from the Program. In such instances, the Technology Center will remove the Participant's equipment from the SMI-Lab. Participant is responsible for arranging for and covering all costs to have its equipment removed from the Technology Center. Except for scheduled upgrades or maintenance, or for unscheduled reasons such as equipment failures or support issues, Participant shall use all reasonable efforts to keep its equipment and providers available on a 24 x 7 basis for the duration of the Program.

13) The SMI Governing Board reserves the right to require the passing of a designated SMI CTP test as a prerequisite to participate in shows or other marketing activities that the Program participates in. Should this requirement be imposed, a version of the Conformance Test will be made available for the sole purpose of "unofficial" testing for this activity at no cost. Furthermore, the SMI Conformance Committee will make the determination as to which SMI CTP test will be available to the Program for this purpose. Participant agrees that the SMI CTP test is the property of the SNIA/SMI, and may not be distributed to any third parties or used for any purpose other than qualifying Participant equipment for participation in a planned SMI-Lab event.

14) Equipment vendors are required to provide non-discriminatory access to SMI-S or Swordfish functionality implemented in their "Providers" solely for use during and for the SMI-Lab Program. Non-discriminatory access means that all functionality that is defined in the SMI-S or Swordfish Specifications and made available to another vendor must be made available to all Participants with functioning "Clients." Functionality over and above the functionality defined in the SMI-S or Swordfish Specification can be made available at the discretion of the Participant that implements the "Provider."

15) All physical and virtual servers at the SNIA Technology Center must have appropriate antivirus programs and operating system critical patches installed and maintained at current levels. The Participant acknowledges and agrees that the SNIA Technology Center staff may audit SMI-Lab Program servers to ensure that OS patches and antivirus software updates are current. Participants who do not maintain antivirus software and OS patch levels current may have their servers disconnected from the network until the condition is corrected.

16) Participant is responsible for all shipping arrangements and shipping costs for equipment shipped between the Participant and the SNIA Technology Center.

17) Contractors employed by Participant are eligible to participate in the same manner as Participant's staff provided that:

   a) Participant submits to the SMI Program Manager, in writing, that the contractor is under contract with Participant, and that the contractor will adhere to all SMI requirements while participating on behalf of Participant.

   b) The contractor may not publicize any technical results of SMI activities nor forward any web group content, or share SMI web group content, with anyone except as required to meet Participant's obligations.

   c) The contractor must sign-up for SMI groups using an official e-mail account under Participant's e-mail domain, i.e. john.doe@participant-domain.com.

   d) If the contractor is contracted by multiple Participating Companies, each communication (email, document posting, etc.) related to the SMI must identify which Participating Company the communication relates to.

   e) Contractor may not represent Participant in any official SMI ballot.

The SMI-Lab and SNIA Technology Center reserve the right to schedule the maintenance of equipment and infrastructure devices from time to time. Such maintenance may impact Participant's ability to access the SMI-Lab or certain devices.

Participation in the SMI-Lab does not grant or guarantee access or technical support to vendors' SMI-S or Swordfish management interfaces outside of the SMI-Lab. Please contact vendors individually to discuss their field distribution/access requirements.

Participants wishing to perform tests that are not SMI-S or Swordfish in nature, i.e. stress tests or data path-type interoperability tests, must receive written permission in advance from the Participant that owns the provider or device that will be tested.

PROGRAM TERMINATION:

The SMI reserves the right to terminate Participating Company's participation in the SMI, for cause after thirty (30) days written notice of material breach of this agreement by Participating Company without cure. Any disputes that arise regarding participation in the SMI or adherence to the guidelines set forth in this Agreement shall be resolved by the SMI Governing Board ("Board"), provided, however, that the Board may not resolve any matter against Participant without first giving Participant thirty (30) days to resolve the problem.

Participant may terminate this Agreement at any time, with or without cause. Notification must be made in writing and faxed or e-mailed to:

SMI Program Manager
SNIA Technology Center
4360 ArrowsWest Drive
Colorado Springs, CO 80907-3444
Fax: (719) 694-1389
smimanager@snia.org

THIS SMI-LAB MEMBERSHIP AGREEMENT IS HEREBY ACCEPTED:

BY PARTICIPATING COMPANY:

* The person signing this form agrees that he or she is fully authorized by the Participating Company to execute this Agreement on behalf of the Participating Company.

A copy of this Agreement signed by SNIA will be returned to the applicant upon acceptance by SMI

Company: _____

Date: _____

Signature*: _____

Printed Name: _____

Title: _____

E-mail address: _____

ACCEPTED BY SNIA/SMI:

Date: _____

Signature: _____

Name: _____

SNIA
Storage Networking Industry Association
4360 ArrowsWest Drive
Colorado Springs, CO 80907-3444