

LIAISON AGREEMENT

This Liaison Agreement (the “Agreement”) is entered into effective as of Dec 1, 2025 (the “Effective Date”) by and between the PCI-SIG, an Oregon nonprofit corporation, with its principal office at 3855 SW 153rd Drive, Beaverton, OR 97006 (“PCI”) and SNIA, a California corporation, with its principal place of business at 5201 Great America Parkway, Santa Clara, CA 95054.

BACKGROUND

PCI and SNIA have identified certain areas of mutual interest, as further described below. Each party believes that it would be mutually beneficial to share certain information within the defined areas of mutual interest and to cooperate as described in this Agreement. The parties therefore seek to structure and strengthen their relationship and to foster closer cooperation through this Agreement.

AGREEMENT

NOW, THEREFORE, the parties hereto each, in consideration of the mutual rights and obligations set out herein, hereby agree as follows:

1. Definitions.

For the purposes of this Agreement:

a. “Contact Person” means the representative of each party who is responsible for overseeing implementation of this Agreement. Each party’s initial Contact Person is listed in Exhibit B, attached hereto and incorporated herein. A party may change its Contact Person by giving written notice to the other party. Contact Person shall act at the direction of the party he/she represents.

b. “Contributions” means any work that may be encumbered by Intellectual Property Rights (“IPR”), as defined below. It is understood that neither party makes any search or investigation for IPR, nor do they require or request any disclosure of claims, or the existence of IPR.

c. “Documents” mean Specifications (as defined below), working documents and drafts each owned by the respective party and shared under the terms of this Agreement. The method of access is described in Exhibit C, attached hereto and incorporated herein, as may be modified from time to time by either party through notice to the other party. The terms of this Agreement shall apply to all Documents exchanged even if accessed in a manner other than as set forth in Exhibit C. Documents may or may not be Contributions under this Agreement.

d. “Intellectual Property Rights (“IPR”)” means patent rights, utility model rights, rights deriving from inventor’s certificates and other equivalent rights under any laws or international treaties or conventions, technical information, know-how, trade secrets, copyrights, and other intellectual property rights conferred by statute or law.

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Error! Unknown document property name.

e. “Members” means such members of a party to the extent and as determined in each case by such party’s Board of Directors.

f. “Observers” mean those persons from either PCI or SNIA, who may attend the other party’s meetings pursuant to the terms of this Agreement. An Observer may be a member of staff, consultant of PCI or SNIA or an employee/authorized representative of any member of PCI or SNIA, as relevant.

g. “Specification” means a document, in any form or media including but not limited to paper or an electronic file, containing a set of detailed technical specifications as specifically defined by the organization that produced the same.

h. “Work Areas” means the agreed work areas described in Exhibit A hereto, as modified from time to time by mutual written agreement of the parties.

2. Areas of Mutual Interest.

a. The parties may agree from time-to-time on specific areas of mutual interest that they wish to address jointly and shall designate these areas as “Work Areas” under this Agreement. The parties acknowledge and agree that it is likely that the Work Areas may be amended from time-to-time and that they may do so by mutually signing an amended Exhibit A.

b. At the sole discretion of the providing party, each party may exchange information on relevant work programs in the Work Areas on a free of charge basis.

c. Each organization operates according to its own respective rules and procedures. The parties desire through this Agreement to establish specific guidelines regarding collaboration and the sharing of Documents and the participation by Observers in certain meetings.

3. Documents.

a. Upon request, each party agrees to make available to the other party copies of Documents within the Work Areas unless the Document holder objects.

b. The Documents are only to be made available to the members and to the affiliates (as defined in the bylaws of the respective organization) of such members of PCI and SNIA to the extent and as determined in each case by its respective Board of Directors and solely for the purpose of activities relating to this Agreement.

c. The method of access for the Documents is set forth at Exhibit C. A party may modify the method of access to its documents by giving written notice of the changes to the other party.

d. Each party agrees to reproduce any disclaimers, including but not limited to, warranty disclaimers or limitations of liability that are included in any Documents or other materials made available to it under this Agreement.

e. With respect to the Documents and other materials that each party provides to the other:

- i. The party disclaims any responsibility for identifying the existence of or for evaluating the applicability of any claimed copyrights, patents, patent applications, or other intellectual property rights, and shall take no position on the validity or scope of any such rights.
- ii. The party shall not make any explicit determination that the assurance of reasonable and non-discriminatory terms for the use of a technology has been fulfilled in practice. The party disclaims any duty to, and does not, inquire into the non-discriminatory nature or reasonableness of terms for the use of technology.
- iii. The party takes no position regarding the validity or scope of any intellectual property or other rights that might be claimed to pertain to the implementation or use of the technology described in a Document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any effort to identify any such rights.

4. Observers.

a. At either (i) the invitation of the Contact Person of the hosting party or (ii) if, at the request of the other party, the Contact Person of the hosting party so agrees, Observers of the other party may attend and participate in the hosting party's meetings. Either party may designate any part or parts of its meeting as "closed" and the other party's Observer may not attend or participate in such "closed" sessions. Attendance by an Observer is subject to the agenda containing items of mutual interest (as determined by the chairperson of the hosting party's technical body/group, or by an executive officer of the hosting party). All Observers should be familiar with and comply with their obligations under this Agreement, as well as all of the hosting party's rules and policies that are applicable to meeting attendance. An Observer from the other party attending a workgroup meeting of the hosting party must be a representative from a member of the specific workgroup of the hosting party. The term "workgroup" as used in this document shall refer to a party's technical body or technical group.

b. Observers may submit technical proposals to the chairperson of the group/body in which they are participating, provided, however, that Contributions shall only be submitted pursuant to the terms set forth in section 6 of this Agreement. For example, SNIA members who are also members of PCI may make Contributions only in their capacity as PCI member(s) under PCI membership rules, including its IPR policy. PCI member(s) who are also members of SNIA may make Contributions only in their capacity as SNIA members under SNIA membership rules, including its IPR policy. Such Contributions shall clearly indicate in writing the organization to which the Contribution is made.

c. In the event that an Observer is a member of both PCI and SNIA, the Observer shall inform the chairperson of the group/body in which he or she is participating of the affiliation that

he or she represents, which shall remain consistent during the course of that meeting. If the Observer does not identify the affiliation, it shall be presumed that his or her attendance is as a member of the hosting party.

5. Confidential Information.

Documents exchanged between the parties shall be treated as confidential by the receiving party if these Documents are not publicly available from the disclosing party and have been marked as “Confidential”. The parties agree that confidential information under this Agreement may be disclosed to the respective members of each party. The receiving party agrees to protect such confidential information as if it were its own confidential information and, in all events, in a reasonable manner.

6. Intellectual Property Rights.

a. Contributions may be made to PCI by members of SNIA who are also members of PCI only in their capacity as PCI members under PCI membership rules, including its IPR policy.

b. Contributions may be made to SNIA by members of PCI who are also members of SNIA only in their capacity as SNIA members under SNIA membership rules, including its IPR policy.

c. Neither party acquires ownership of any intellectual or industrial property rights under this Agreement or through any disclosure hereunder. This Agreement does not extend the patent licensing obligations for the members of agreeing parties beyond what has been already set in their respective IPR policies. No license to any patent, trademark, copyright or other proprietary right is granted in this Agreement or through any disclosure hereunder except where expressly stated. Each party agrees that, to the extent practicable, all confidentiality and copyright notices shall be maintained on and shall not be removed from any Documents (and copies thereof). Each receiving party obtains only a limited right to use the disclosing party’s Confidential information for the purposes set forth in this Agreement, as provided in Section 5.

7. Creation of Copyrighted Materials.

In the event PCI and SNIA determine that it would be mutually beneficial to co-develop any materials, they will separately negotiate and reach a written agreement on the terms of the co-development, including the ownership of work product and such other matters as they may consider being the appropriate topics of special negotiation.

8. Term and Termination. This Agreement shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of five (5) years from the Effective Date. Should the parties wish to renew this Agreement, they shall execute an addendum extending the term as mutually agreed. This Agreement may be terminated by either party upon thirty (30) days’ written notice to the other party. It is expressly agreed that all the provisions in sections 1 (Definitions), 5 (Confidential Information), 6 (Intellectual Property Rights), 7 (Copyright of Materials), 8 (Term and Termination), 9 (Warranty Disclaimer), 10 (Limitation of

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Liability) and 11 (General) shall survive the termination or expiration of this Agreement for any reason.

9. Warranty Disclaimer. EACH PARTY PROVIDES ALL DOCUMENTS, INFORMATION, AND OTHER MATERIALS ON AN “AS IS” BASIS AND EXPRESSLY DISCLAIMS ALL WARRANTIES RELATING THERETO, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF TITLE AND NONINFRINGEMENT. NEITHER PARTY MAKES ANY REPRESENTATIONS WITH RESPECT TO THE ACCURACY OF ANY INFORMATION OR ANY DOCUMENT AND DISCLAIMS ANY AND ALL WARRANTIES RELATING THERETO.

10. Limitation of Liability. EXCEPT WITH RESPECT TO A BREACH OR LIABILITY RESULTING FROM ITS CRIMINAL OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, THE PARTIES ACKNOWLEDGE THAT ANY RELIANCE UPON THE CONTENTS OF DOCUMENTS SHALL BE AT THE SOLE RISK OF THE RECIPIENT THEREOF. THE RECIPIENT DOES HEREBY WAIVE ANY AND ALL CLAIMS OF DETRIMENTAL RELIANCE BASED UPON LATER CHANGES TO DOCUMENTS BY THE PROVIDERS THEREOF.

11. General.

a. This Agreement supersedes all prior discussions and constitutes the entire agreement between the parties with respect to the subject matter hereof. Except for changes to Exhibits B and C and the parties to receive notice, no change in, modification of or addition to the terms and conditions contained herein shall be valid as between the parties unless set forth in a writing which is signed by authorized representatives of both parties and which specifically states that it constitutes an amendment to this Agreement. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any other term, provision or condition of this Agreement.

b. Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.

c. The parties agree to work together to select a name for any specification, or similar document, developed by collaboration of the parties in a manner contemplated herein.

d. It is expressly declared that this Agreement and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency, or contract of employment between them. Neither party has the right to act on behalf of or bind the other party in any manner.

e. Without the prior written consent of the other party to this Agreement, neither party shall issue a press release or other public statement regarding the existence or terms of this

Agreement. The existence of this Agreement shall be treated as Confidential Information pursuant to Section 5, above.

f. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware and both parties consent to the jurisdiction of and venue in the state and federal courts sitting in Wilmington Delaware and the courts of the State of Delaware shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement.

g. Neither party may assign this Agreement without the prior written consent of the other party.

h. All notices or other communications permitted or required under this Agreement shall be in writing in the English language and shall be delivered by personal delivery, or facsimile or e-mail transmission or by commercial express courier service postage prepaid, and shall be deemed given upon personal delivery, or three (3) days after deposit with commercial express courier service, or upon acknowledgement of receipt of facsimile or e-mail transmission, whichever shall first occur. Notices shall be sent to the Contact Persons and to the Chairman of the Board of the respective parties at the addresses as set forth above and in Exhibit B or such other address as either party shall have furnished to the other pursuant to this section.

(Continued on next page)

PCI-SIG,
"PCI"
3855 SW 153rd Dr.
Beaverton, OR 97003

Reen presnell

Signature

Reen Presnell
Print Name

Executive Director
Print Title

SNIA

5201 Great America Parkway
Suite 320
Santa Clara, CA 95054

Signature



Chris Lionetti
Print Name

SNIA Secretary
Print Title

EXHIBIT A

WORK AREAS

The goals for this work area are:

- Allow PCI-SIG to review and reference the following SNIA SFF Specifications:
 - Multi-lane external H/S cable:
 - o SFF-TA-1032 Multi-Lane External High Speed Cable Connector System
 - o SFF-TA-1039 PCIe OptiLink Hardware and Electrical Specifications
 - Internal unshielded H/S cable: SFF-TA-1016
 - PCI Express External Cabling Specification: SFF-8614
 - PCI Express Optilink Specification (in development):
 - o SFF-TA-1032 Multi-Lane External High Speed Cable Connector System
 - o SFF-TA-1039 PCIe OptiLink Hardware and Electrical Specifications
 - PCI Express Base Specification
 - o SFF-TA-1009 Enterprise and Datacenter Standard Form Factor Pin and Signal Specification (EDSFF)
 - [PCI Express SFF-8639 Module \(U.2\) Specification](#)
 - o SFF-8639 Multifunction 6X Unshielded Connector
 - o SFF-8201 2.5" Form Factor Drive Dimensions
 - o SFF-8223 2.5" Form Factor Drive with Serial Attached Connector
 - o SFF-9639 Multifunction 6X Unshielded Connector Pinouts

Allow information sharing intended to ensure alignment between these specifications and the PCI Express suite of specifications.

- Further explore potential alignment between PCI-SIG and SNIA relating to EDSFF and I3C
- Flex IO support in EDSFF
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EXHIBIT B
CONTACT INFORMATION

PCI

Technical Contact: Jon Lewis

E-mail Address: jon.lewis@dell.com

Phone number: 1.214.505.5924

Marketing Contact: Reen Presnell

Email Address: rpresnell@vtmgroup.com

Phone number: 1.503.705.4929

Administrative Contact: Reen Presnell

Email Address: rpresnell@vtmgroup.com

Phone number: 1.503.705.4929

SNIA

Technical Contact:

E-mail Address: PCISIG-technical@snia.org

Phone number:

Marketing Contact:

Email Address: PCISIG-marketing@snia.org

Phone number:

Administrative Contact:

Email Address: TCAdmin@snia.org

Phone number:

EXHIBIT C

ACCESS

SNIA and PCI may want to provide documentation and collateral to each other. This information can be exchanged publicly, or not.

For information which can be accessed publicly:

- SNIA will provide access to information and specifications available by releasing and posting documents on the public SNIA website. The documents will be released as either “SNIA Standard”, “SNIA Specification”, or “Working Draft”.
- PCI will make the information available via their liaison.

For any information that involves intellectual property that is contributed to each other’s projects:

- PCI can submit feedback and contributions to SNIA specifications via the SNIA Technology Submission Portal (<https://www.snia.org/feedback>), subject to the terms of the SNIA Feedback Contribution Agreement set forth on such portal.
- SNIA members may submit feedback and contributions to a PCI workgroup in their capacity as PCI members under PCI membership rules, including its IPR policy; and SNIA should submit requests for PCI specifications through its Contact Person.
- SNIA and PCI can host meetings to exchange and discuss public information, upon mutual agreement regarding the scope and agenda of the meeting, and any other details relevant to the meeting. Any recommended changes on the publicly available documents need to go through the feedback mechanisms specified above.

Except as described above regarding feedback and contributions to each other’s specifications, unless otherwise agreed to in writing, no sharing of information, documentation, or materials shall result in the assignment, transfer, or license of intellectual property from one party to the other.

Shared documents shall include a notice in substantially the form quoted below: “PCI and SNIA share documents for reference purposes in developing standards, with no intent to transfer or license intellectual property rights. These documents are subject to change at any time.” Neither party may include in a published specification, or in any other document that it makes public, any text, or images from either a pre-publication document disclosed by the other party or a document that has been published by the other party, unless it has the other party’s prior written permission to do so. Each party will make a good faith effort to disclose any member’s essential patent disclosures and licensing assurances, refusals to license, and similar information the party has received with respect to the documents being shared.

SNIA makes their public and working draft specifications, white papers, and presentations generally available on the public SNIA site. PCI makes their specifications, white papers, and presentations generally available on the public PCI sites or available for purchase for non-PCI members. For SNIA and PCI documents not publicly available (e.g., meeting minutes, presentations during meetings), these documents may be provided by their respective liaison.