COMPUTE EXPRESS LINK CONSORTIUM, INC.

INTELLECTUAL PROPERTY POLICY

Approved as of September 10, 2019 ("Effective Date") by the Board of Directors of Compute Express Link Consortium, Inc.

1. APPLICABILITY OF THIS POLICY

Compute Express Link Consortium, Inc., a Delaware nonprofit corporation ("**Company**" or "**CXL**"), has adopted this Intellectual Property Policy (this "**Policy**" or this "**IPR Policy**") as of the Effective Date set forth herein. This IPR Policy applies to all Members of the Company.

2. DEFINITIONS

In addition to any other terms defined in this IPR Policy, the following terms have the following meanings:

2.1 **"Adopt",** "**Adopted**" or "**Adoption**" means the Company's formal adoption of the applicable Final Specification in accordance with the terms and conditions of Section 5 of this IPR Policy and/or any other requirements which may be approved by the Board of Directors regarding the process for adopting a Final Specification, provided however, in the event of any conflict between this IPR Policy and any such requirements approved by the Board of Directors, the terms of this IPR Policy shall govern.

2.2 "**Adopter(s)**" mean any Member (including its Affiliates) that is at the "Adopter" level of membership pursuant to the Bylaws.

2.3 "**Affiliate**" means any entity that is controlled by, under common control with, or that controls the subject entity. For purposes of this definition, "**control**' means direct or indirect ownership of or the right to exercise (a) more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) more than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity; provided, however, that in each case such entity shall be deemed to be an Affiliate only so long as such ownership or control exists and is more than fifty percent (50%).

2.4 "**Board of Directors**" means the Company's Board of Directors as set forth in the Bylaws.

2.5 "**Bylaws**" means the then-current Bylaws of the Company.

2.6 "**CXL Policy" or " CXL Policies**" shall have the meaning as set forth in the Bylaws.

2.7 "**Company Successor**" shall have the meaning as set forth in Section 8.2 of this IPR Policy.

2.8 "**Contributions**" means a submission or any proposal (written, oral, electronic or otherwise) offered by a Member for consideration for inclusion as part of any Draft Specification, any Final Specification or any Foundation Specification provided:

(i) in the case of any Final Foundation Specification, such submission has already been included in the Final Foundation Specification as it exists as of 12:01AM Pacific time on the Effective Date of this IPR Policy; or

(ii) in the case of any and all other Final Specifications or all Draft Specifications that exist at any time after the Effective Date of this IPR Policy, such submission is either: (a) submitted in writing (including a writing in electronic medium) that is marked or otherwise indicated as a "Contribution",

or (b) stated orally, memorialized with specificity in the written minutes of such meeting, and attributed in the meeting minutes to the submitting Promoter or Contributor provided that the minutes are promptly provided to and approved by the submitting Promoter or Contributor, unless such submitting Promoter or Contributor withdraws its submission in writing as soon as practicable and in any event, no later than fourteen (14) days following receipt of the written minutes.

2.9 "**Contributor(s)**" means any Member (including its Affiliates) that is at the "Contributor" level of membership pursuant to the Bylaws.

2.10 "**Compliant Portion**" means those specific portions of a product (hardware, software or combinations thereof) that implement and are compliant with all Normative Requirements of a Final Specification (as applicable to such portions that are adopted) to the extent specifically disclosed in a Final Specification and where the purpose of such requirements is to enable such products to interoperate, interconnect or communicate as defined within a Final Specification provided and only to the extent that such portions are within the bounds of the Scope.

2.11 "**Draft Specification**" means, collectively, all drafts of any new versions or revisions of the New Foundation Specification, and/or all drafts of any versions or revisions of any Specification Document (as defined herein), including without limitation all Contributions that are included in the foregoing. For clarity, versions or revisions of a Draft Specification shall include, without limitation, any drafts described as being "version x" prior to Company's Adoption of that version as a Final Specification.

2.12 "**Final Foundation Specification**" shall have the meaning as set forth in Section 2.14 of this IPR Policy.

2.13 "**Final Specification(s)**" means, collectively:

(i) the Final Foundation Specification as it exists as of 12:01AM Pacific time on the Effective Date of this IPR Policy;

(ii) any new revision or new version of the Foundation Specification that is Adopted by the Company as a Final Specification at any time, and from time to time, after the Effective Date of this IPR Policy; and

(iii) any other Draft Specification that is Adopted by the Company as a Final Specification at any time, and from time to time, after the Effective Date of this IPR Policy.

For clarity, the first version number of a Final Specification, and all subsequent major versions, upon Adoption as a Final Specification, shall normally be described as being "version 1.0, 2.0, 3.0 etc." of the applicable Final Specification. Minor revisions to the applicable version (in the nature of clarifications or error correction) shall normally be described as being "version X.x" of the applicable Final Specification.

2.14 "**Foundation Specification**" means the following specifications and/or standards which contain the title or name identifier of "**Compute Express Link Specification**": (i) the document entitled "**Compute Express Link Specification, Revision 1.0**," dated March 2019; and (ii) the document entitled "**Compute Express Link Specification, Revision 1.1**, dated July 2019. The final version(s) of the foregoing Foundation Specification which exist as of the Effective Date of this Agreement are hereby automatically deemed to be, and shall automatically be governed as, a Final Specification of the Company as of 12:01AM Pacific time on the Effective Date of this IPR Policy (hereinafter, a "**Final Foundation Specification**").

2.15 "**Licensee**" shall have the meaning as set forth in Section 4 of this IPR Policy.

2.16 "**Limited Patent License**" shall have the meaning as set forth in Section 4 of this IPR Policy.

2.17 "**Member(s)**" means an individual or entity, including its Affiliates, that is recognized as a "Member" pursuant to the Company's Bylaws, including, without limitation, all Promoters, Contributors, and Adopters.

2.18 **Necessary Claim(s)**" means claims of an issued patent or pending patent application that (i) now or at any time in the future are owned or controlled or licensable by a Member (including, for the avoidance of doubt, its Affiliates), and (ii) would be necessarily infringed by implementing the Normative Requirements of the Final Specification within the bounds of the Scope, wherein a patent claim is "necessarily infringed" because there is no technically feasible non-infringing alternative for implementing a Final Specification. Notwithstanding the foregoing sentence, Necessary Claims do not include any claims: (a) other than those set forth above even if contained in the same patent or patent application as Necessary Claims; (b) that, if licensed, would require consent from and/or a payment of royalties by the licensor to unaffiliated third parties or (c) that rely solely on any implementations of any portion of the Final Specification that are not within the bounds of the Scope.

2.19 "**Normative Requirement(s)**" means those portions of a Final Specification that are expressly identified as required for compliance with a Final Specification including those portions of an optional mode or optional function that if implemented such implementation must be performed in compliance with the Final Specification, and/or including any alternative portions of a Final Specification that are identified as required for compliance with such alternative portion; provided, however, that any portion of a Final Specification outside the bounds of the Scope shall not be a Normative Requirement. For clarity, those portions of a Final Specification, including any portions of an optional or alternative portion thereof that are designated by the terms "must", "shall", "mandatory", "normative" or "required" are expressly identified as being required for compliance under this Section.

2.20 "**Pre-Incorporation Agreements**" shall have the meaning as set forth in Section 11 of this IPR Policy.

2.21 **"Promoters**" means any Member (including its Affiliates) that is at the "Promoter" level of membership pursuant to the Bylaws.

2.22 "**Recipient Organization**" shall have the meaning as set forth in Section 5.8 of this IPR Policy.

2.23 **"Reciprocal Limited Patent License**" shall have the meaning as set forth in Section 4.1 of this IPR Policy.

2.24 "**Review Period**" shall have the meaning as set forth in Section 5.4 of this IPR Policy.

2.25 "**Scope**" means the specific protocol(s) providing methods to connect devices using one or more interfaces using one or more modes, including but not limited to I/O, Memory, and Cache, and where the sole purpose is to enable products to interoperate, interconnect or communicate as defined in the Final Specification. Notwithstanding the foregoing, the Scope shall not include:

(a) any enabling technologies that may be necessary to make or use any product or portion thereof that complies with a Final Specification, but are not themselves expressly set forth in a Final Specification (e.g., semiconductor manufacturing technology, compiler technology, object oriented technology, basic operating system technology, etc.); or
(b) the implementation of other published specifications not developed by the Company pursuant to this IPR Policy, but referred to in the body of a Final Specification (e.g. PCIe); or
(c) any portions of any product and any combinations thereof the purpose or function of which is not required for compliance with a Final Specification.

2.26 "**Specification Document**" means any technical specification document, standards document, protocol document, testing guidelines or any other written documents created or being created

within the standards development process of any Technical Work Group or similar work group of the Company, including without limitation any document identified by any Technical Work Group or by the Board of Directors as being a "Draft Specification" document under this definition.

2.27 "**Technical Work Group**" shall have the meaning as set forth in Section 5 of this IPR Policy.

2.28 "**Technical Work Group Release**" shall have the meaning as set forth in the Section 5 of this IPR Policy.

2.29 **"Ultra-majority"** means the greater of (i) one less than the total number of then-serving Directors if the total number of then-serving Directors is 11 or less; and (ii) two less than the total number of then-serving Directors if the total number of then-serving Directors is 12 or more.

3. TREATMENT OF CONTRIBUTIONS; COPYRIGHT IN SPECIFICATIONS

3.1 Copyright License for Draft Specifications and Final Specifications.

3.1.1 Subject to the confidentiality requirements of Section 6 of this IPR Policy, each Member hereby grants to each of the other Members, a worldwide, non-exclusive, royalty-free license under the Member's (including, for the avoidance of doubt, its Affiliates') copyrights in and to all of its Contributions to internally distribute, reproduce, and/or prepare derivative works of the Contribution for the purpose of developing Draft Specifications and/or Final Specifications (all under the Company's copyright) and for the purpose of creating, using, and distributing implementations of the Final Specifications.

3.1.2 Each Member hereby grants to the Company a worldwide, non-exclusive, royalty-free license under the Member's (including, for the avoidance of doubt, its Affiliates') copyrights in and to all of its Contributions to: (i) distribute, reproduce, and/or prepare derivative works of the Contribution for the purpose of developing Draft Specifications and/or Final Specifications (under the Company's copyright) and for the purpose of otherwise creating, using, and distributing implementations of the Final Specifications; and (ii) to publish, distribute or otherwise use the Final Specifications (under the Company's copyright), including without limitation granting licenses to other Members to use and implement the Final Specifications.

3.2 Retention of Copyright in Original Contribution. Subject to the licenses granted in Section 3.1 above and the provisions of Section 3.3 below, each Member that submits a copyright-protected Contribution which was proprietary to that party as of the effective date of the Contribution ("**Original Contribution**"): (i) will retain such copyright in its Original Contribution; and (ii) without limiting the foregoing, has the right to hold or obtain in its own name any patent rights, copyrights, other registrations or other protections for its Original Contributions.

3.3 Company Owns Copyrights in all Foundation Specifications, all Draft Specifications, all Final Specifications.

3.3.1 Notwithstanding a Member's retention of its copyright in its Original Contribution pursuant to Section 3.2 above, each Member, by virtue of its execution of its Participation Agreement, hereby irrevocably transfers, conveys, and assigns to the Company, effective as of the Effective Date of this IPR Policy, all copyrights in the Foundational Specifications, along with all moral rights in any such copyrights (to the degree such are assignable), and all applications (if any) and all registrations (if any) for the foregoing, and all enforcement rights in existence at any time for the foregoing. Each Member hereby further agrees that as a result of the foregoing provisions of this Section 3.3.1, the Company will be the sole and exclusive owner of the copyright in and to the Foundation Specifications, including without limitation all copyright-protectable works that constitute a compilation of the Members' Contributions or a collective work thereof.

3.3.2 Notwithstanding a Member's retention of its copyright in its Original Contribution pursuant to Section 3.2 above, the Company will automatically be the sole and exclusive owner of the copyright in and to each Draft Specification and each Final Specification, including without limitation all copyright-protectable works that constitute a compilation of the Members' Contributions or a collective work thereof.

3.3.3 Without limiting the generality of the preceding provisions of this Section 3.3, the Company retains the right, as the sole and exclusive owner of the copyright in and to the Foundational Specification, Draft Specifications and Final Specifications (and without any duty of accountability to or duty to obtain any consent from any Member) to use the Foundational Specification, Draft Specifications and/or Final Specification in any way as solely determined by the Company as the owner thereof, including without limitation: (i) registering the copyright in the Foundational Specification, Draft Specifications and/or Final Specification solely in the name of the Company with the United States Copyright Office or any comparable governmental entity in any other jurisdiction; and (ii) granting licenses to other Members to use and/or implement any Foundational Specification, Draft Specification or Final Specifications (as applicable).

3.4 Copyright License From the Company to Members to Implement Final Specifications. Subject to a Member's continued compliance with the Bylaws, this IPR Policy, all other Company Policies, and the Member's Participation Agreement (as such term is defined in the Bylaws), and further subject to the provisions governing a Member's withdrawal or termination under Section 8.1 in this IPR Policy, the Company hereby grants to the Members, effective upon the Company's Adoption of a Final Specification, a non-exclusive, non-transferable, world-wide, royalty-free copyright license, with a limited right to grant sublicenses as set forth below, to reproduce, distribute, make derivatives of, and display such Final Specification as reasonably necessary for the Member to implement such Final Specification. Each Member has a limited right to sublicense the above copyright license to its independent contractors for the sole purpose of implementing such Final Specification on behalf of said Member.

4. LIMITED PATENT LICENSE OBLIGATION; NON-CIRCUMVENTION.

4.1 Limited Patent License Obligation for Company's Final Specifications. Effective upon the Company's Adoption of each Final Specification by the Company, each Member hereby agrees, on behalf of itself (including, for the avoidance of doubt, on behalf of its Affiliates), to grant to each of the other Members upon request by any such Member (each a "**Licensee**") the following rights with regard to each such Final Specification, subject however to the other terms and conditions of this IPR Policy including, without limitation, Section 8.1 of this IPR Policy (the "**Limited Patent License**"):

> A non-exclusive, non-transferable, world-wide, non-sub-licensable license under any Necessary Claims owned or controlled by the granting Member (including, for the avoidance of doubt, owned or controlled by its Affiliates), solely to make, have made, use, import, offer to sell, sell and otherwise distribute and dispose of Compliant Portions of the applicable Final Specification; provided that such license need not extend to any part or function of a product in which a Compliant Portion is incorporated that is not itself part of the Compliant Portion.

The foregoing Limited Patent License shall be granted on fair, reasonable and non-discriminatory ("**FRAND**") terms and such FRAND terms may include a reasonable royalty; provided, however, that such license offer and grant to a Licensee may be conditioned upon that Licensee's grant of a reciprocal Limited Patent License under FRAND terms and conditions and may be subject to defensive suspension provisions (hereinafter referred to as the "**Reciprocal Limited Patent License**").

4.2 Non-Circumvention. Each Member hereby represents and warrants that it has the power and authority to bind itself and its Affiliates to the obligations contained in this IPR Policy, including without limitation, the obligation to grant the Limited Patent Licenses. Each Member further represents, warrants and agrees that it and its Affiliates has not and will not intentionally transfer or otherwise encumber its patents or

patent applications having Necessary Claims for the purpose of circumventing the obligation to grant the Limited Patent Licenses pursuant to this IPR Policy and that if it or its Affiliates do transfer or otherwise encumber its patents or patent applications each will provide notice of the obligation herein to the Company and the other Member.

5. DEVELOPMENT OF SPECIFICATIONS; REVIEW PERIOD; ADOPTION OF FINAL SPECIFICATIONS; MODIFICATION TO FINAL SPECIFICATIONS

5.1 Development of Draft Specifications by Technical Work Groups. Subject to the Bylaws or any Company Policies, one or more Technical Work Groups may be established which will have the ability to draft and develop one or more Draft Specifications within the Scope and pursuant to the CXL Policies ("**Technical Work Groups**"). Both Promoters and Contributors may participate in Technical Work Groups.

5.2 Release of Draft Specifications by Technical Work Group to Board of Directors. When the Technical Work Group has voted (in accordance with the voting procedures for such group as set forth in the applicable CXL Policy) that a Draft Specification is sufficiently substantial so as to be ready for release from that Technical Work Group, the Chairperson of that Technical Work Group shall so notify the Board of Directors and will provide the Board of Directors with a copy of the applicable Draft Specification and any ancillary memoranda or documentation created by the Technical Work Group which provides context or support for that Draft Specification (collectively the "**Technical Work Group Release**").

5.3 Review of Draft Specification by Board of Directors. Upon a Technical Work Group Release, the Board of Directors will review the Draft Specification delivered to it by the Chairperson of the applicable Technical Work Group. The Board of Directors can either: (i) vote to allow the release of the Draft Specification for review by the Members as a proposed Final Specification during the Review Period pursuant to Section 5.4 of this IPR Policy; (ii) vote to return the Draft Specification to the Technical Work Group for further review and work; or (iii) take any other action the Board of Directors deems appropriate with regard to the further development or use of the Draft Specification.

5.4 Board of Directors sets Review Period for Members to review Draft Specification. In the event the Board of Directors has decided under Section 5.3 to release the Draft Specification for review by the Members as a proposed Final Specification during a Member review period ("**Review Period**), the Board of Directors shall set the exact dates for the applicable Review Period, provided, however, the Review Period shall be for a period of 45 days. Once the Board of Directors has set the Review Period, the Secretary of the Company, or its designee, will distribute a copy of the applicable Draft Specification to all Members for their review during the applicable Review Period.

5.5 Member Actions During Review Period.

5.5.1 A Member, on behalf of itself (including, for the avoidance of doubt, on behalf of its Affiliates) is not required under this IPR Policy to search or review, its patent portfolio or any of its other intellectual property rights in order to identify any Necessary Claims of that Member (including, for the avoidance of doubt, any Necessary Claims of its Affiliates) that cover or are otherwise implicated by the anticipated Final Specification that is the subject of that Review Period or that Member's Contribution as incorporated therein (hereinafter referred to as an "**Internal Search**").

5.5.2 While Section 5.5.1 of this IPR Policy does not require any Member to conduct any Internal Search during the Review Period, all Members are hereby put on notice that unless a Member withdraws from the Company as a Member in accordance with the process set forth in the Bylaws before the end of the Review Period, the Member hereby agrees that it remains bound to all of the obligations of a Member as set forth in this IPR Policy and in the Bylaws, including without limitation (and for the purposes of clarity) the Limited Patent License governing the Final Specification that was the subject of the applicable Review Period.

5.5.3 If a Member does withdraw from the Company as a Member in accordance with the process set forth in the Bylaws before the end of the applicable Review Period, the Member hereby agrees that it is bound as follows:

(a) If the Member has decided to withdraw from the Company because, in whole or in part, it objects to granting the Limited Patent License for any one of its Necessary Claims for the Final Specification that was the subject of the applicable Review Period (the "**Licensing Objection**"), then (subject to Section 5.5.1 of this IPR Policy) the withdrawing Member must disclose to the Company and all Members all issued patents and pending patent applications that the withdrawing Member believes may potentially contain any Necessary Claims. Such disclosure shall be made within forty-eight (48) hours after the date of such Member's withdrawal from the Company. A Member shall not intentionally try to circumvent the obligations of this Section 5.5.3(a) by intentionally stating, if such statement is not accurate, that its reason for withdrawing from the company was not based, either in whole or in part, by any such Licensing Objection; and

(b) The withdrawing Member shall be bound by any and all other obligations of a withdrawing or terminated Member as set forth in Section 8 of this IPR Policy and in the Bylaws.

For the avoidance of doubt, if a Member fails to withdraw from the Company as a Member before the end of the Review Period as required by Section 5.5.2 of this IPR Policy, such Member will still remain bound to all of the obligations of a Member as set forth in this IPR Policy and in the Bylaws, including without limitation (and for the purposes of clarity) the Limited Patent License governing the Final Specification that was the subject of the applicable Review Period, even if the Member has given notice of any Licensing Objections or has disclosed its Voluntary Internal Search to the Company (including without limitation to the Board of Directors, any Technical Work Group, or any other work group or committee of the Company) or to any one or more of the other Members.

5.6 Adoption of Final Specifications.

5.6.1 After the expiration of the Review Period, the Board of Directors has the sole authority to vote, in accordance with the voting requirements set forth in the Bylaws, to Adopt a Draft Specification as a Final Specification of the Company. Such vote of the Board of Directors shall comply with the following terms:

(a) Except as set forth in Section 5.6.1(b) with regard to the vote of a Final Specification that is not Backward Compatible, the vote of the Board of Directors for the Adoption of a Final Specification shall be in accordance with the voting requirements set forth in Section 5.7.8 of the Bylaws; and

(b) Each Final Specifications developed by the Company shall be backward-compatible with previous versions or generations of the applicable Final Specification ("**Backward Compatible**"); provided, however, the Board of Directors can approve a Final Specification that is not Backward Compatible upon the approval of an Ultra-majority of the Directors then serving on the Board of Directors.

5.6.2 In the event the Board of Directors do not have a sufficient vote as contemplated by Section 5.6.1 to Adopt a Final Specification, the Board of Directors has the sole authority to take any other action it deems appropriate with regard to the further development or use of the Draft Specification, including, without limitation, returning the Draft Specification to the Technical Work Group for further review and work.

5.6.3 Upon the Adoption of a Final Specification by the Board of Directors, the Secretary of the Company, or its designee, shall provide notice to the Members of the publication of said Final Specification. Such notice of the publication of the Final Specification shall be sent by the Secretary, or its designee, to the

Members within a reasonable period of time after the Adoption of the Final Specification by the Board of Directors, with the expectation that such time period will not exceed thirty (30) days from the date of such Adoption. Such notice of the publication of the Final Specification may be sent by any reasonable means as determined by the Board, the Secretary, or their designee, including without limitation by posting such notice on the Company's website.

5.7 Error Correction and Other Modifications to Final Specifications.

5.7.1 The Board of Directors, upon approval of **two-thirds (2/3)** of the Directors then serving on the Board of Directors, has the authority at any time after the Adoption of a Final Specification to update a Final Specification for the sole purpose of making error corrections and/or minor modifications that do not materially alter or augment the functionality, capabilities or capacities of products or portions thereof that qualify as Compliant Portions (such updates being "**Minor Updates**"). The Secretary of the Company, or its designee, shall provide notice to the Members of such approved Minor Updates to such Final Specification in accordance with the notice requirements in Section 5.6.3 of this IPR Policy.

5.7.2 Subject to and except as set forth in Section 5.71 with regard to Minor Updates, once a Final Specification is Adopted, any updates or alterations, other than Minor Updates, to that Final Specification shall be treated as a proposal to develop a new Draft Specification.

5.8 **Submission of Final Specification to Recipient Organization**.

5.8.1 Subject to the terms of this Section 5.8, after Adoption of a Final Specification, the Board of Directors, and upon approval of an Ultra-majority of the Directors then serving on the Board of Directors, the Company may offer to contribute such Final Specification to a third-party standards body or consortia (the "**Recipient Organization**"), and to vest the Recipient Organization with the authority to distribute and license a Final Specification on a non-discriminatory basis under reasonable terms for the purpose of facilitating industry adoption and implementation in accordance with the intellectual property rights policy of the Recipient Organization.

5.8.2 Subject to the withdrawal provisions of Section 8 of this IPR Policy, each Member agrees that with respect to a Final Specification that is contributed to the Recipient Organization under Section 5.8.1 of this IPR Policy: (i) that it will comply with the Recipient Organization's licensing and disclosure policies; and (ii) that the Limited Patent License commitment set forth in Section 4 or Section 8 of this IPR Policy survives with respect to a Final Specification that is contributed to and adopted "AS IS" as a standard or specification of the Recipient Organization, even if the Recipient Organization permits Members to elect not to offer a license.

5.8.3 A Final Specification may not be contributed to a Recipient Organization with a more onerous licensing obligation than set forth in Section 4 of this IPR Policy. For the purpose of this Section 5.8, "a more onerous licensing obligation" includes but is not limited to: (i) an obligation of participants or members to license intellectual property on a royalty-free basis; or (ii) the Recipient Organization's IPR Policy (or similar policy) does not contain a Reciprocal Limited Patent License obligation as contemplated by Section 4.1 of this IPR Policy.

6. CONFIDENTIALITY; PRESS RELEASES

6.1 Confidentiality.

6.1.1 For purposes of this Section 6, the term "**Confidential Information**" shall mean:

(a) all Draft Specifications and any material included in a Technical Work Group Release that is disclosed by a Technical Work Group under Section 5.2 of this IPR Policy;

(b) all minutes or other notes from a meeting of the Board of Directors, the Technical Work Group and any other work groups or committees of the Company; and

(c) Contributions of a Member to a Draft Specification or to any material included in a Technical Work Group Release that is disclosed by a Technical Work Group under Section 5.2 of this IPR Policy which have not been incorporated into a Final Specification.

Notwithstanding the foregoing, Confidential Information shall not include any information that is (i) rightfully in the public domain other than by a breach of a duly to the disclosing party; (ii) rightfully received from a third party without any obligation of confidentiality; (iii) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party; (iv) independently developed by employees of the receiving party without reference or access to such Confidential Information; or (v) generally made available to third parties by the disclosing party without restriction on disclosure.

6.1.2 Each Member agrees that it will maintain all Confidential Information in confidence with at least the same degree of care that it uses to protect its own proprietary material and in no event with less than reasonable care. Each Member agrees that it will not disclose, nor will it assist or allow any third party to disclose any Confidential Information, except: (a) with the prior written consent of the party that provided the Confidential Information; (b) as otherwise may be required by law or legal process, including to legal and financial advisors in their capacity of advising a party in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties; (d) in confidence to the employees of such party on a need to know basis; (e) in confidence to its legal counsel, accountant, banks and financing sources and their advisors solely in connection with complying with financial transactions; or(f) in confidence to its legal counsel in connection with providing legal advice; provided that, in subsections (b) through (f) above:

(i) the disclosing party shall use all reasonable legitimate and legal means available to minimize the disclosure to third parties, including without limitation seeking a confidential treatment request or protective order whenever appropriate or available; and

(ii) in subsections (b), (c), (e) and (f) above, the disclosing party shall provide the relevant disclosing party with at least ten (10) days prior written notice of such disclosure.

Each Member shall mark all full and partial copies of Confidential Information it makes as "confidential" or with a similar legend. Disclosure to a subsidiary of a Member shall be deemed to be disclosure by or to such Member, as applicable. Unless the applicable Members agree otherwise, this obligation of confidentiality will expire three (3) years after the date of disclosure of the applicable Confidential Information.

6.1.3 Notwithstanding anything herein to the contrary, any party may use Residuals for any purpose, including without limitation use in development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to Residuals does not represent a license under any patents, trademarks or copyrights of the disclosing party. The term "**Residuals**" means any information retained in the unaided memories of the receiving party's employees who have had access to the disclosing party's Confidential Information pursuant to the terms of this IPR Policy. An employee's memory is unaided if the employee has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

6.2 Press Release Regarding Final Specifications. Following the Adoption of a Final Specification pursuant to this IPR Policy, a Member may only make a press or other public announcement regarding the Final Specification consistent with any policies or procedures set forth by the Board of Directors or in the Bylaws, if any; provided, however, a Member shall not disclose: (i) which Contributions have been made by the other Members; and (ii) any of the other Confidential Information as defined in Section 6.1 of this IPR Policy. The

Company may make mention in any press or other public announcement of any Member's name and its involvement in any Technical Work Group, the Member's Contributions to the Final Specification, and any other matters germane to the development, release, implementation and/or use of the Final Specifications consistent with any policies or procedures set forth by the Board of Directors or in the Bylaws, if any.

7. RIGHTS IN CXL-RELATED TRADEMARKS AND TRADE NAMES, WEBSITE, DOMAIN NAME, AND CERTAIN OTHER CONTENT

7.1 Additional Definitions. The following additional terms shall have the following meanings in this IPR Policy:

7.1.1 **"CXL Content"** means, except for the Foundation Specifications (the copyrights in which are governed by Section 3.3 of this IPR Policy), all prior and current versions or drafts of any reference documents, white papers, technical papers, strategy papers, presentations, promotional material, or other written content created by any of the Promoters and Contributors to support or promote the efforts of the Pre-Incorporation Specification Development Activities that were created up to and as of the Effective Date of this IPR Policy.

7.1.2 **"CXL Domain Name"** means the domain name address for the website at **https://www.computeexpresslink.org/**.

7.1.3 "**CXL Trademarks/Trade Names**" mean all trademarks, service marks, trade names and logos, including without limitation all common law rights therein, together with all of the goodwill associated therewith, for the following: "**CXL**" and "**CXL COMPUTE EXPRESS LINK**".

7.1.4 **"CXL Website Content"** means all content contained in the website at **https://www.computeexpresslink.org/** (including all prior and current versions of the foregoing) that was created up to and as of the effective date of this IPR Policy.

7.1.5 "**Pre-Incorporation Specification Development Activities**" means the specification development activities which took place pursuant to, and which have been governed by, the Pre-Incorporation Agreements between the parties to such Pre-Incorporation Agreements.

7.2 Limited IP Contribution By Members, and Ownership by CXL of, the CXL Trademarks/Trade Names, and CXL Domain Name. Each Member, by virtue of its execution of its Participation Agreement, hereby irrevocably transfers, conveys, and assigns to the Company, effective as of the effective date of this IPR Policy, the following rights (collectively the "**Limited IP Contribution**"):

(i) all trademark rights and any other rights in the CXL Trademarks/Trade Names, along with all goodwill associated with the same, and all applications (if any) and all registrations (if any) for the foregoing, and all enforcement rights in existence at any time for the foregoing; and

(ii) all ownership rights in and to the CXL Domain Name and all enforcement rights in existence at any time for the foregoing.

For purposes of clarity, each Member hereby agrees that by virtue of the foregoing Limited IP Contribution, the CXL Trademarks/Trade Names and CXL Domain Name are solely and exclusively owned by the Company.

7.3 **Copyright License By Members to Company in CXL Content and CXL Website Content**. Each Member, by virtue of its execution of its Participation Agreement, hereby grants to the Company, effective as of the Effective Date of this IPR Policy, a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable license under the Member's (including, for the avoidance of doubt, under its Affiliates') copyrights in and to all of the CXL Content and CXL Website Content in order to allow the Company to perform and carry out any and all of the Company's purposes, including without limitation to distribute, reproduce, prepare derivative works of,

and/or otherwise use the CXL Content and CXL Website Content for developing Draft Specifications and/or for publishing and promoting the Company's Final Specifications to others.

7.4 Non Assertion regarding CXL. Each Member hereby agrees not to assert against the Company or the other Members any claims of trademark or copyright infringement arising out of the Company's or the other Members' use of the CXL Trademarks/Trade Names, CXL Content, CXL Website or CXL Domain Name.

7.5 No Obligation To Use CXL Trade Marks/Trade Names or New Marks. Members shall not be obligated to use any of the CXL Trademarks/Trade Names or any additional trademarks, service marks, trade names or logos of the Company which may be approved by the Board of Directors (collectively, "**New Marks**") on any product, advertising, or on any other material in any manner.

7.6 Use of CXL Trademarks/Trade Names and New Marks. Each Member hereby agrees that it shall only use the CXL Trademarks/Trade Names or New Marks to label and/or promote products that contain relevant Compliant Portions; provided, further, that use of any such CXL Trademarks/Trade Names and New Marks by a Member will also be governed by such licenses, policies, procedures and/or other trademark guidelines as may be established and approved by the Board of Directors from time to time and at any time which may govern the CXL Trademarks/Trade Names or New Marks.

8. SURVIVAL UPON WITHDRAWAL BY MEMBER, TERMINATION OF MEMBERSHIP OR OTHER EVENTS

8.1 Survival of Limited Patent License Grants and Other Impact of Member Withdrawal or Membership Termination.

8.1.1 The following rights, obligations and provisions survive any of the following events: (i) a Member withdraws from the Company in accordance with any withdrawal process set forth in the Bylaws ("**Member Withdrawal**"); or (ii) a Member's membership status is otherwise terminated in accordance with the Bylaws ("**Membership Termination**"):

(i) the Company's retention of the sole and exclusive ownership of the copyrights in all Draft Specifications and Final Specifications pursuant to Section 3.3 and in the CXL Trade Names and New Marks pursuant to Section 7 of this IPR Policy;

(ii) the withdrawing or terminated Member's obligation and agreement to grant Limited Patent License(s) to other Members pursuant to the terms and conditions of any agreements the withdrawing or terminated Member entered into prior to the effective date of such Member's Member Withdrawal or Membership Termination shall remain in full force and effect subject to such terms and conditions (the "**Ongoing Contract Obligations**"; and

(iii) the withdrawing or terminated Member's obligation and agreement to grant Limited Patent License(s) to other Members pursuant to the terms and conditions of Section 4.1 of this IPR Policy (including without limitation subject to any obligation of the Licensee to grant a Reciprocal Limited Patent License pursuant to said Section 4.1 of this IPR Policy) (hereinafter collectively referred to as the "**Ongoing Patent Licensing Obligations**") shall remain in full force and effect, subject to such terms and conditions, but only for:

(x) any Necessary Claims necessary for implementing any part of a Final Specification which was Adopted prior to the effective date of such Member's Member Withdrawal or Membership Termination, and/or any part of said Final Specification which is included in any amendments, revision or new version of said Final Specification even if said amendments, revisions or new versions are Adopted after the effective date of such Member's Member Withdrawal or Membership Termination;

(y) any Necessary Claims necessary for implementing any part of a Final Specification or any amendments, revisions or new versions of said Final Specification, where such part of said Final Specification (or such part of said amendments, revisions or new versions) was included in a Draft Specification for which a Review Period was completed prior to the effective date of such Member's Member Withdrawal or Membership Termination, even if the said Final Specification or said amendments, revisions or new versions are Adopted after the effective date of such Member's Member Withdrawal or Membership Termination; and

(z) if the applicable Member made a Contribution to a particular Draft Specification at any time up to the effective date of such Member's Member Withdrawal or Member Termination, any Necessary Claims in such terminating Member's Contributions which have been incorporated at any time into any Final Specification that is Adopted in accordance with Section 5 of this IPR Policy, including without limitation any Adoption of any such Final Specification (or any amendments, revisions or new versions thereto) which occurs after the effective date of such Member's Member Withdrawal or Membership Termination.

(iv) regardless of the date of a Member's Member Withdrawal or Membership Termination, the Member's above obligation and agreement to remain bound to the Ongoing Contract Obligations and the Ongoing Patent Licensing Obligations (as defined above in this Section 8.1) will extend to all Members, including without limitation all Members that are or become Licensees under Section 4.1 this IPR Policy and to any Company Successor that comes into existence whether prior to, as of, or at any time after the effective date of the Member's Withdrawal or Membership Termination.

8.1.2 Notwithstanding the foregoing, the withdrawing or terminated Member will only receive the license grants under (and subject to the terms and conditions of) Section 3.1.1 (Copyright License in Specifications), Section 3.4 (Copyright License To Implement Final Specifications), and Section 4.1 (Limited Patent License) which were in effect and available to Members as of, and only with regard to Final Specifications already Adopted as of, the effective date of that Member's Member Withdrawal or Membership Termination (the "**Member's Surviving Rights**"). Except for the Member's Surviving Rights described above, a withdrawing or terminated Member will not be eligible to continue to receive or exercise any other rights or privileges granted to Members under this IPR Policy following the effective date of that Member's Member Withdrawal or the Membership Termination.

8.2 Company's Successor. For purposes of this Agreement, "**Company's Successor**" means any successor-in-interest or assignee of the Company, including, without limitation: (i) any successor entity that acquires all or substantially all of the Company's assets; (ii) any successor entity in the event the Company merges into, or is consolidated with, another entity; (iii) any successor-in-interest to the Company's assets in the event the Company is dissolved; or (iv) any Company assignee in the event of an assignment as contemplated by Section 12.1 of this IPR Policy. All rights of the Company under this IPR Policy may be held and otherwise assumed by any Company Successor.

9. NO OTHER GRANTS; FREEDOM OF ACTION; INDEPENDENT DEVELOPMENT

9.1 No Other Grants. No Member will be subject to an obligation to license any intellectual property rights to another Member other than as required by this IPR Policy. For purposes of clarity, except for the rights expressly provided by this IPR Policy, a Member neither grants nor receives, by implication, or estoppel, or otherwise, any rights under any patents or other intellectual property rights to or from another Member.

9.2 Freedom of Action. No Member shall be required to make or offer any Contribution or offer to make products that comply with any Final Specification or any Draft Specification

9.3 Independent Development This IPR Policy, including without limitation the terms of confidentiality pursuant to Section 6 of this IPR Policy, shall not be construed to limit any Member's right to independently develop or acquire products or technology, including similar or competing products or technology,

without the use of another Member's Confidential Information and without breach of the terms of this IPR Policy.

10. REPRESENTATIONS AND DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

10.1 Limited Representations; Disclaimers

10.1.1 Except as otherwise agreed in writing, each Member represents and warrants that at the time of making a Contribution, to the personal knowledge of the Member's Authorized Representative making or approving the Contribution, the Contribution is not being made in violation of the copyright of another party. For the purpose of this Section 10.1.1, a "**Member's Authorized Representative**" means the person or persons designated by the applicable Member as the Member's primary representative for the Member's participation as a Member of the Company.

10.1.2 Except as set forth in Section 10.1.1 of this IPR Policy, all parties acknowledge that all information provided, including, but not limited to, all Contributions made by a Member, as part of the Final Specification development process, and the Draft Specification and/or Final Specification itself, are all provided "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND THE PARTIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, OR SAMPLE.

10.2 Limitation of Liability. IN NO EVENT WILL THE COMPANY OR ANY OF ITS MEMBERS BE LIABLE TO ANY THIRD PARTY OR TO ANY OTHER MEMBER FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, OR ANY COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF THE USE OF ANY DRAFT SPECIFICATION OR FINAL SPECIFICATION OR ANY OTHER ISSUE UNDER THIS IPR POLICY, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

11. PRE-INCORPORATION AGREEMENTS

11.1 **Additional Definitions**. The following additional terms shall have the following meanings in this IPR Policy:

11.1.1 "**Company's Governing Documents**" means collectively: (i) the Certificate of Incorporation, Bylaws, this IPR Policy, and any other policies or procedures of the Company, as may be adopted or amended by the Company from time to time; (ii) the Company's Participation Agreement which is executed by all Members; and (iii) the Member's Copyright and Trademark Assignment Agreement.

11.1.2 "**Pre-incorporation Agreements**" mean the following agreements entered into by the parties indicated below at a time prior to the incorporation of the Company: (i) the Compute Express Link (CXL) Specification Promoters Agreement entered into by certain entities that subsequently became Members of the Company and as more fully described in Exhibit A attached hereto and by this reference incorporated herein; (ii) the Compute Express Link (CXL) Contributors Agreement entered into by certain entities that subsequently became Members of the Company and as more fully described in Exhibit A attached hereto; and (iii) the Compute Express Link (CXL) Adopters Agreement entered into by certain entities that subsequently became Members of the Company and as more fully described in Exhibit A attached hereto.

11.2 **Company's Governing Documents Control**. All Members hereby acknowledge and agree as follows: (i) in the event there is any inconsistency between any provisions of the Company's Governing

Documents and any provisions of the Pre-Incorporation Agreements, the terms and conditions in the Company's Governing Documents shall always govern all Members and the Company; and (ii) for the avoidance of doubt, all Foundation Specifications and all Final Foundation Specifications shall be governed by the Company's Governing Documents as between all Members and the Company, notwithstanding any potentially conflicting provisions agreed to by any such Members under the Pre-Incorporation Agreements.

12. GOVERNING LAW; JURISDICTION

12.1 Governing Law. This IPR Policy shall be construed and controlled by, and any claims arising under or relating to this IPR Policy shall be governed by, the laws of the State of Delaware without reference to conflict of laws principles.

12.2 Jurisdiction. Each Member agrees that all disputes arising in any way out of this IPR Policy shall be heard exclusively in, and all parties irrevocably consent to, jurisdiction and venue in the state and federal courts of Delaware.

13. ASSIGNMENT

13.1 By Company. Upon action of the Board of Directors done in compliance with the Bylaws, all or any part of the Company's rights, title and interest in and under this IPR Policy, or all or any part of Company's duties under this IPR Policy, may be assigned and/or delegated, in whole or in part, to any entity or entities ("**Other Entity**) as so selected by said action of the Board of Directors. In that case, the Other Entity, as the assignee, will have the full right to assert all of the assigned rights, title and interest formerly held by the Company prior to the applicable assignment, including, without limitation, enforcing all rights against Members which the Company had the right to enforce before the date of such assignment.

13.2 By Others. Members may not assign any rights under this IPR Policy without the prior written consent of the Board of Directors, provided, however, this provision shall not alter a Member's right to withdraw as a Member of the Company as more fully set forth in the Bylaws.

14. AMENDMENTS TO THIS IP POLICY

14.1 Right to Amend This IPR Policy. This IPR Policy may be amended, in whole or in part, at any time, and from time to time, only by a vote of the Board of Directors in accordance with the Bylaws.

14.2 Effect of Amendment. The Board of Directors will give the Members reasonable notice, and the effective date, of the amendments, such effective date to be no less than forty five (45) days after the date of such notice. All Members will be subject to the terms and conditions of the amendments to this IPR Policy as of the effective date of the amendment ("**Amendment Effective Date")** for any and all Draft Specifications (and their resulting Final Specifications) which have not completed their applicable Review Period as of the Amendment Effective Date; provided, however, a Member that withdraws from the Company pursuant to the Bylaws prior to the Amendment Effective Date will only be subject to the IPR Policy as in existence prior to the Amendment Effective Date and provided further that the provisions of the IRP Policy shall not be applied retroactively.

This Intellectual Property Policy was adopted by the Board of Directors of Compute Express Link Consortium, Inc., a Delaware nonprofit corporation, on September 10, 2019.

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By: Kurtis Bowman
Its: Secretary

EXHIBIT "A" TO

INTELLECTUAL PROPERTY POLICY

DESCRIPTION OF PRE-INCORPORATION AGREEMENTS

Exhibit A to CXL IPR Policy

I. Compute Express Link ("CXL") Promoters Agreement

1. Alibaba Co. Ltd.
2. Cisco Systems Inc.
3. Dell Inc.
4. Facebook
5. Google, Inc.
6. HPE
7. Huawei
8. Intel Corporation
9. Microsoft Corporation

II. Compute Express Link ("CXL") Contributor Agreement

1. Advanced Micro Devices Inc.
2. Arm Limited
3. Astera Labs, Inc.
4. Avago Technologies International
5. Avery Design Systems Inc.
6. Ayar Labs
7. Cadence Design
8. IBM
9. Inspur
10. Intelliprop
11. Lenovo
12. Mellanox Technologies, Ltd.

13. Microchip Technology, Inc.
14. Micron Technology, Inc.
15. Mobiveil, Inc.
16. Montage Technology Co., Ltd
17. NVIDIA Corporation
18. PLDA Inc.
19. Samsung Electronics Co. Ltd.
20. Seagate Technology LLC
21. SK Hynix
22. Synopsys, Inc.
23. Teledyne LeCroy
24. University of New Hampshire InterOperability Laboratory (UNH)
25. VMware, Inc.
26. Western Digital
27. Xilinx, Inc.

III. Compute Express Link ("CXL") Adopter Agreement

1. Achronix Semiconductor Corporation
2. Ampex Data Systems
3. ASRock Rack Inc.
4. Beijing Memblaze Technology Co. Ltd.
5. BlackCore Technologies LTD
6. Chronos Tech
7. Ciena Corporation
8. Circuit Blvd., Inc.
9. DriveScale, Inc.
10. Drut Technologies Inc.
11. Eidetic Communications Inc.
12. ETRI

13. Faraday Technology Corporation
14. Fastwel Group Co. Ltd.
15. Flex Ltd.
16. Fujitsu Limited
17. GIGABYTE Technology Co., Ltd.
18. GigaIO Networks
19. Hytera
20. InAccel
21. Intuitive Cognition Consulting
22. Inventec Corporation
23. Jabil
24. Marvell International Ltd.
25. MaxLinear, Inc.
26. Memric LLC
27. Memsule, Inc.
28. Mentor Graphics Corporation
29. Netlist, Inc.
30. New H3C Technologies Co., Ltd.
31. Norel Systems LTD
32. Northwest Logic, Inc.
33. Numascale AS
34. One Stop Systems, Inc.
35. Parade Technologies Inc.
36. PEZY Computing K.K.
37. Phytium Technology Co., Ltd.
38. Quanta Computer Inc.
39. Samtec Inc.
40. ScaleMP Inc.

41. SerialTek
42. SmartDV Technologies India Private Limited
43. SMART Modular Technologies, Inc.
44. Sony Semiconductor Solutions Corporation
45. Spectra7 Microsystems Corporation
46. SuperMicro Computer, Inc.
47. Tachyum Inc
48. Truechip Solutions
49. Viavi Solutions Inc.
50. Wistron Technologies