

STA Serial Attached SCSI (SAS) Testing Confidentiality Agreement

Submission deadline: May 3, 2021 (Note: STA Member companies must submit a signed NDA before participating on any NDA-only planning calls.)

The SCSI Trade Association (“STA”) is sponsoring the event identified below, including any advanced planning and preparation activities in conjunction with such event (“Event”) to provide a multi-vendor environment for participating companies to test the interoperability of their Serial Attached SCSI (“SAS”) products across a broad number of applications and implementations. This Confidentiality Agreement (“Agreement”) is intended to protect the confidentiality of information relating to such tests and to ensure that such information is used solely to further the purpose of SAS interoperability testing and for implementing interoperability changes realized as a result of such testing (“Purpose”). This Agreement **must be signed in order for your company to participate** in the Event. A new agreement is required for each event. Even if your company has previously participated in a SAS testing event and completed this form, this Agreement **MUST** still be completed and signed on behalf of each participating company.

Please complete this agreement, sign, and return it to David So, STA Executive Director, via e-mail at dso@scsita.org by no later than **May 3, 2021.**

Confidentiality Terms

As a condition of participating in the Event to be held at multiple STA member locations from **July 6, 2021 through July 31, 2021**, the company identified below (“Company”) agrees that any information with respect to (i) the performance, compatibility, interoperability or testing of SAS products which is realized or disclosed in conjunction with the Event (“Interoperability Information”) or (ii) any pre-release or prototype products, proprietary tester equipment or test software identified, disclosed or operated at the Event (“Product and Test Equipment Information”) is the confidential and proprietary property of the respective owners of such SAS products. In order to protect the confidentiality of that Interoperability Information and Product and Test Equipment Information (together “Information”), Company agrees that it will not disclose any Information of any other company participating at the Event (“Participant”) to any non-participating party and will hold the Information in confidence. Company may disclose the Information to its employees, consultants, auditors, representatives, and contractors (collectively “Representatives”) on a need-to-know basis and may use the Information only for the Purpose. Use of Information for personal gain, for the benefit of a third party, or to compete with the owner of the Information, is contrary to the Purpose and a breach of this Agreement.

If the company provides information to contractors, Company agrees that those contractors will be under obligations of confidentiality with respect to the information at least as restrictive as this Agreement. Should company send a contractor to the event, in no way can the contractor use the plugfest to promote the contractor's company or behave in any fashion other than as a contractor representing the OEM. Any violations of this policy will not be tolerated. If a violation occurs, the offending contractor may be subject to serious reprimands including both the OEM and contractor being barred from future events.

The confidentiality obligations of Company herein will not apply beyond one (1) year from the last day of the Event, 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 Company, (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 Company, or (e) is already in the possession of Company without any obligation of confidentiality.

Company may disclose Information to the extent required under law, rule, or regulation (including those of any national securities exchange), by subpoena, civil investigative demand, or similar process, or by a court or administrative agency (each a "Requirement"), provided, that to the extent permitted by applicable law, the Company will provide prompt notice of such Requirement to the owner of Information to enable the such owner to seek a protective order or otherwise prevent or restrict such disclosure.

The Participants agree not to modify, reverse engineer, decompile, create other works from or disassemble any hardware or software contained in or containing the Information unless permitted in writing by Company.

The Company's Information is the property of the Company. Nothing in this Agreement will be construed as granting any rights under any patent, copyright, or other intellectual property right of Company, nor granting any Participant's any rights in or to the Company's Information other than the limited right to use such Information for the Purpose.

Existing Agreements

To the extent that Company is a party to an agreement or agreements with any of other Participant with respect to the subject matter of this Agreement, in the event of a conflict between this Agreement and such other agreement(s), as between Company and such Participant(s), such existing agreement(s) shall prevail over this Agreement.

Governing Law

This Agreement will be governed by and construed in accordance with the laws of California, without giving effect to any of its principles of conflicts of law. Any dispute, claim or invalidity arising out of or relating to this Agreement shall be settled by the courts in California.

Acceptance

The foregoing obligations are expressly agreed to by Company. The individual signing below on behalf of Company represents that he or she is authorized to execute this Agreement on behalf of the Company.

Company: _____

Individual: _____

Signature: _____

Date: _____