EBO (EXPANDED BEAM OPTICS)
MULTI-SOURCE AGREEMENT ("MSA")

March 17th, 2026 (v4)

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Updated Nov 8th, 2026. Changes:

- Chair removed due to change in company affiliation
- Expanded Company Member list, as per Nov 8th sign-ups
- Added Admin and Editor mail reflectors as a points of contact
- Removed the word “Confidential” from the footer, it’s a public document

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1. Summary

The EBO (Expanded Beam Optics) MSA specifies interoperable optical connector solutions using Expanded Beam technology for multiple optical fiber connection applications.

1.1 MSA Points of Contact

Co-Chair and Admin

Richard Ward, e2o Labs / 3M / Xscape Photonics, (richard.ward@e2olabs dot com)

or admin@ebomsa.org

Editors’ email reflector: editors@ebomsa.org

2. Table of MSA Participants

The EBO MSA Participant companies are listed below. If a Participant company is acquired since they joined the EBO MSA and under the rules of the MSA their successor companies will become the current Participant in the MSA.

3M	Hewlett Packard Enterprise	Pan International
Accelight Technologies Ltd	HFCL	Panduit
Accelink	JPC Connectivity	Rosenberger
Aces	JPT	Samba Photonics Lab
Aethnect	JYHENG	SDGI
AFLGlobal	Lens Optics	Senko
AMD	Lintes	Shijia
Amphenol	LOTES	Source Photonics
Aperion	Luxglo	Sterlite Technologies Ltd
Arista Networks	Luxsharetech	Sumitomo
Bellwether	Luxvisions	TE Connectivity
BKS Tech Corp	Meta	Teradyne
Celestica	Microsoft	Terahop
Chant Sincere	MIMO	TFC Communication
Cisco	Mixx Technologies Inc.	TIME Interconnect Limited
Credo	Molex	viaPhoton
Eridu	Nanjing Huamai Technology Co Ltd.	VSO
Ezconn	Nexthop-ai	Xscape Photonics
FIT	Nvidia	Xunnuo
Foxconn	O-Net	Yokogawa
Gentk	Optec	Zhaolong
Genuine Optics	Optoconn	
GoerOptics USA	Oracle	

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4. Purpose of the MSA

4.1. Each Participant agrees to cooperate in the development, publication and support of a Specification within the Scope (as defined in Section 5.1 below) under this Multi-Source Agreement ("MSA").

4.2. The goal of the Participants is to be able to provide products that are mechanically and optically interchangeable due to such products being compliant with the Scope of the Specification. The Participants desire to define the Specification for the EBO (Expanded Beam Optics) connectors and make details of the Specification available to the industry to promote industry adoption of compatible products.

5. Scope of the EBO Specification

5.1. The scope of the EBO Specification ("Scope") must define, at a minimum, the following:

• The connector mechanical form factors, including latching mechanism;

• Optical fiber interface physical dimensions for fiber alignment

• Per core power limits

5.2. Other product aspects, such as internal design elements that are not required by this Specification for mechanical, optical, or thermal interoperability, are entirely at the discretion of each Participant and are outside of the scope of the Specification.

6. Compliance With Antitrust Laws

6.1. The Participants are committed to open competition in the development of products and services based on the requirements of the Specification. The Participants acknowledge and understand that in certain lines of business they are or may be direct competitors and that it is imperative that they and their representatives act in a manner which does not violate any state, federal, or international antitrust laws or regulations. Without limiting the generality of the foregoing, the Participants acknowledge that this MSA prohibits any communications or actions that violate antitrust laws. Accordingly, each Participant will make a good faith effort to counsel its representatives who participate in any activities under this MSA on limiting the scope of their discussions and communications, whether they take place during formal meetings, informal gatherings, or otherwise, to the topics that relate to the purposes of this MSA.

7. Definitions

7.1. "**Affiliate**" of a party means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with such party, so long as such Control exists.

7.2. "**Compliant Portions**" means only those specific portions of products that: (i) implement and are compliant with all required relevant portions of the Specification, and (ii) are within the bounds of the Scope.

7.3. "Contributions" means any ideas, suggestions, comments or other feedback submitted by a Participant for the purpose of proposing additions to or modifications of the Draft Specification.

7.4. "Control" means beneficial ownership of more than fifty percent (50%) of the voting stock or equity in an entity or equivalent control over voting power.

7.5. "Draft Specification" means any draft versions of the Specification.

7.6. "Essential Claims" means those claims of any patents that are necessarily infringed by an implementation compliant with the requirements within the Scope of the Specification, where such infringement could not have been avoided by another technically feasible non-infringing alternative implementation of such Specification. For the avoidance of doubt, normative references, optional additions, enabling technologies and other references mentioned in the Specification shall not be considered "requirements of the Specification" for the purpose of this definition. Claims directed to any functional aspects of an optical transceiver outside of the Scope of the Specification will not be considered Essential Claims.

7.7. "Membership Form" means the EBO MSA Membership Request Form, in the form attached at the end of this MSA.

7.8. "EBO" means Expanded Beam Optics, specifically as an optical connector between fibers.

7.9. "EBO Group" means all the Participants.

7.10. "Participant" means a company that becomes a member of this MSA in accordance with Section 12.6 below, and such company's Affiliates.

7.11. "Specification" means one or more EBO Connector specifications that are approved by the Participants for publication.

7.12 "Non-Practicing Entity" or "NPE" means an entity whose primary business is the assertion or licensing of patents and that does not itself (and does not through its Affiliates) make or sell products or provide services that implement the Specification.

8. Licensing and Fees

8.1. This MSA grants no license under the patents, know-how, trade secrets or any other technology of any Participant either expressly, by implication, or by estoppel. This MSA grants no license under copyrights except as expressly stated, and no such license is granted by implication or by estoppel.

8.2. Each of the Participants agrees to offer and negotiate a license under any of its Essential Claims to any entity requesting such license from such Participant in support of implementations

that are compliant with the requirements of the Specification ("Requesting Entity") on reasonable and non-discriminatory ("RAND") terms and conditions, provided that:

(a) such obligation is subject to applicable laws and regulations;

(b) such license shall not be conditioned on the Requesting Entity also obtaining a license to non-Essential Claims or other patents;

(c) such license may reasonably require a reciprocal license granted by the Requesting Entity as to Essential Claims held by such entity or its Affiliates on RAND terms and conditions;

(d) the Participant's obligation of this Section 8.2 to license to a given Requesting Entity is terminated and the right for such Requesting Entity to receive any Essential Claim license under this MSA is waived if such Requesting Entity has transferred patents containing Essential Claims to a Non-Practicing Entity or another entity (which is not an Affiliate) prior to seeking a license from Participant under this Section 8.2, and still retains a right to practice those transferred patents, provided such transfer bypasses the Requesting Entity's requirement to license Essential Claims; and

(e) the license may be limited for use necessary to conform with all relevant requirements in the Scope of the Specification.

For the purposes of clarity, nothing in this MSA shall act as a waiver of damages that occur prior to a Requesting Entity entering into a license required by this Section 8.2 and each Participant reserves all rights to such damages without limitation.

8.3. A Participant's obligation to offer licenses to Essential Claims includes Essential Claims owned or controlled by its Affiliates. If a Participant or an Affiliate grants an exclusive license to or transfers an Essential Claim, the licensing obligations hereunder shall run with title to the patent such that the recipient and all successors will be subject to the obligations under this MSA. A Participant may suspend its licensing obligation to any entity that asserts Essential Claims against it outside RAND terms or transfers such Essential Claims to a Non-Practicing Entity.

8.4. The EBO Group may agree, with the number of Participant approvals set forth in Section 12.3, to provide the appropriate licenses under the copyright in the Specification to an adopting standards body, provided the license obligations of such adopting standards body require that Essential Claims be licensed on RAND terms (in contrast to royalty-free RAND terms) and further provided that the Specification remains substantially the same.

8.5. Each Participant is free to seek technology or other exchanges with other entities in order to support its activities under this MSA, subject to the confidentiality provisions and requirements of Section 6 of the MSA.

8.6. Each Participant agrees to be responsible for its own development, manufacturing, marketing and selling in order to supply product meeting the Specification. For the avoidance of doubt, this Section 8.6 does not prohibit any Participant from entering into any arrangement with

any other entity for such development, manufacturing, marketing and selling.

8.7. This MSA does not: a) preclude any Participant from making, using or selling products that may not meet the Specification; b) preclude any Participant from making, using or selling products that practice Essential Claims; or c) authorize any Participant to make, use or sell products that practice Essential Claims.

8.8. Each Participant may use its sole discretion regarding its methods of implementing its own product, e.g., by engineering effort or by technology licensing or transfer or combination of these or other practices. There is no obligation to purchase products from any other Participant.

8.9. Each Participant retains sole discretion in its choice of pricing, sales channels and distribution.

8.10. Each Participant affirms its intention to compete freely and openly in the marketplace with the Participants as well as other competitors. The determination of market condition suitability is to be made by each Participant individually and in each Participant's sole discretion.

9. Disclosure Policy

9.1. Intellectual Property Disclosure: No Participant shall have any duty to perform any patent search. Before any vote to adopt a Draft Specification, each Participant shall have a good faith obligation to disclose to all other Participants in writing, the existence and identity of any of its or its Affiliates' patents of which the Participant's representative is actually aware, and which, if the underlying technology is incorporated into the Specification, reasonably may contain Essential Claims. To enable compliance with this obligation, the Chairperson (as defined in Section 12.7 below) shall maintain and update a master list of the email contact information for all Participants and provide such contact list to any Participant upon request.

10. Intellectual Property, Copyright and Trademarks

10.1. Ownership: Each Participant shall retain ownership (including, but not limited to, the right to publish or distribute without any obligation of confidentiality, notwithstanding any terms of this MSA to the contrary) of its respective Contributions and its implementations of the technologies described in the Specifications. Furthermore, any Participants that jointly develop intellectual property as part of the MSA agree to negotiate in good faith a separate joint ownership agreement to address equitable sharing of filing, prosecution, and maintenance costs and revenues generated from licensing the jointly owned patents pursuant to the terms of this MSA.

10.2. Copyrights in Specification: Effective as of the adoption of the Specification, each Participant and its Affiliates hereby convey to each other Participant and its Affiliates that does not withdraw or is not removed pursuant to Section 14 (Withdrawal and Removal), a non-exclusive, undivided, and equal ownership in the copyrights in the Specification to the extent that the Contribution, or portion of the Contribution, of such conveying Participant is included in

the Specification, subject to the underlying copyright ownership rights of Contributions of individual Participants (collectively "Materials"). Subject to Section 11 (Confidentiality), each Participant may exercise any and all rights of copyright ownership and sublicense such rights in the Materials as if such rights were solely owned by such Participant, without permission of the other Participants or their Affiliates and without any duty to account except that sublicensing to standards bodies, compliance programs or for commercial certification shall require the express consent of a majority of the Participants. However, no Participant shall publish a modified or derivative work from Materials (although each Participant may translate into another language) which implies compatibility with the Specification, endorsement of the MSA, or are identified as "EBO MSA Compliant" or an "EBO MSA Connector Specification" without the express consent of a majority of the Participants and provided such derivative work bears an appropriate written disclaimer.

Contributions and portions of Contributions not included in the Specification shall remain the sole property of the contributing Participant. A Participant shall memorialize its oral Contributions in writing. Contributions may be (1) submitted in writing or (2) stated orally and recorded in the minutes of a MSA meeting, and attributed to an individual. A Participant may memorialize, correct or withdraw its oral Contributions by providing written notice to the Chairperson within fourteen (14) days after the MSA meeting minutes were delivered to such Participant. No Participant shall knowingly include in a Contribution protected works or content (1) belonging to another party to this MSA (excluding such Participant's Affiliates whose protected works or content may be included in a Contribution), or (2) belonging to a third party unless such Participant discloses in writing to the other Participants any dependency of the Contribution on such third party intellectual property rights. All Participants that withdraw or are removed pursuant to Section 14 (Withdrawal and Removal) waive all ownership rights, title and interest to the Specification and shall have no rights to Materials of other Participants.

10.3. Authorship: Authorship to the Specification shall be attributed to the EBO MSA Group.

10.4. Use: To support widespread use of the Specification after initial publication of the Specification, the Participants agree to permit unrestricted use, reproduction and distribution of the Specification without constraint except attribution of authorship to the EBO MSA Group; provided that each Participant agree to distribute the Specification under terms that prohibit products from using any Trademark (as defined in Section 10.5 below) or claiming compliance with the Specification unless such product includes all Compliant Portions contemplated by the Specification.

10.5. Trademark Selection: The Participants hereby agree not to assert against any Participant any trademark, trade name or similar rights they may have now or hereafter in the name "EBO MSA" ("Trademark"), it being agreed that the adoption and procedures associated with authorized use of such Trademark, name or logo shall be agreed upon by a majority of the Participants. If the Participants agree to create or assert trademark or trade name rights in such name or a related logo or another name or logo to be used in conjunction with the Specification, they agree to use commercially reasonable efforts to agree on the clearance for use, nature of ownership, licensing and registration of such name or logo prior to adoption. In order to adopt a

new name or logo in connection with the Specification, the Participant proposing a new name or logo shall transmit the proposed name or logo to the other Participants for comments regarding any claimed rights in such new name or logo. Such proposed new name or logo shall receive at least 75% approval of the Participants as a condition precedent for adoption. The Participants will have no less than forty-five (45) days' notice to review the new name or logo proposal.

10.6. No Obligation to Use Trademarks: No Participant shall be obligated to use any Trademark on any product, advertising, or on any other material in any manner.

11. Confidentiality

11.1. Each Participant shall maintain this MSA, the substance of EBO MSA Group meetings including phone conferences, and any Draft Specifications or Contributions of others in confidence as described below. Participants may discuss specific details of the Draft Specification with third parties before completing the Specification so long as such discussion is under a suitable confidentiality agreement with terms of confidentiality at least as restrictive as those of this MSA.

Each Participant will maintain the confidentiality with at least the same degree of care that it uses to protect its own confidential and proprietary information. Each Participant will ensure that its employees protect the confidential nature of information disclosed pursuant to MSA, it being understood that such employees will use no less than a reasonable degree of care under the circumstances, and Participants will neither disclose nor copy the Draft Specification or Contributions except as necessary for its employees with a need to know, such employees having signed confidentiality agreements, or otherwise having acknowledged in writing or by electronic means confidentiality obligation documents, where such agreements or documents have terms of confidentiality at least as restrictive to those of this MSA. Any copies which are made will be marked "confidential," or with a similar legend. Notwithstanding anything in the foregoing, a Participant is not obligated to maintain confidentiality of individual subject matter that has been included in that Participant's own Contributions or own disclosures made in EBO MSA Group meetings or otherwise pursuant to this MSA.

A Participant will not be liable for the disclosure of any Contributions received from other Participants under this MSA which are: a) rightfully received from a third party without any obligation of confidentiality; b) rightfully known to the Participant without any limitation on use or disclosure prior to its receipt from the disclosing party; c) rightfully in the public domain other than by the Participant's breach of a duty; d) independently developed by or for the Participant by persons without access to the other Participants' disclosed Contributions; e) rightfully disclosed as required by law; or f) published by the EBO MSA Group after approval in accordance with this MSA.

12. Operating Procedures

12.1. Each Participant must identify the person(s) in their organization that have the authority and responsibility to sign the MSA. At least one such person, or delegate with full authority to represent the Participant, is encouraged to participate in each meeting and will have the single vote for that Participant.

12.2. Meetings may be face-to-face, phone or other e-conferences and may be scheduled on a nominal reoccurring basis or otherwise as agreed by the EBO MSA Group. Any non-regularly scheduled meeting shall have a minimum ninety-six (96) hours' notice with the notice including an agenda. The quorum for all meetings is a minimum of 50% of the EBO MSA Group. Decisions by the EBO MSA Group can be made at a meeting if a quorum exists; otherwise an e-mail ballot is required. Prior to any vote to approve a Specification, the Draft Specification must be circulated to all Participants at least fourteen (14) days in advance of such vote, along with information regarding when and how such vote will occur.

12.3. Unless otherwise stated herein and except for modifications to sections 5, 8 and 10, all decisions by the EBO MSA Group, including but not limited to new action items, design changes, decisions on public information disclosure, or other activity related to this MSA or the Specification, will require the approval of a minimum of 50% of the Participants (75% of the Participants for modifications to sections 5, 8 and 10) voting for a proposal, it being understood that abstentions will not count either for or against a proposal and shall be disregarded for purposes of determining the approval percentage. Voice votes are acceptable at any meeting satisfying the requirements of Section 12.2. E-mail ballots are permissible for items previously discussed in a meeting(s) or e-mail exchange lasting a minimum of one (1) week where all Participants had opportunity to comment and all Participants are considered present when these conditions are met. For voice votes and e-mail ballots, a failure to respond shall be deemed an abstention and abstentions will not be counted as a vote for purposes of determining the approval percentage associated with the proposal. Each Participant shall have one vote.

12.4. Participants desiring to bring in new Participants may approach a company and provide general information regarding the existence of the MSA and the purpose of the MSA. If the company is interested in learning more about the MSA, the Participant can enter into a non-disclosure agreement with the company, with confidentiality obligations at least as restrictive as those of Section 11 (Confidentiality) herein, and provide a copy of the MSA for review.

12.5. Participants reserve the right to overrule adoption, modification, substitution, addition or any other change to the Draft Specification so long as at least a majority of the Participants agree to overrule the change.

12.6. A company requesting MSA membership may become a Participant if they (i) sign the Membership Form and (ii) are approved by a majority of the current Participants. Notwithstanding the foregoing, approval by a majority of the current Participants is not required for the Initial Participants.

12.7. A chairperson ("Chairperson") and editor ("Editor") will be appointed by approval of a majority of the Participants. The Chairperson will be the point of contact for the EBO Group and will help facilitate meetings. The Editor will be responsible for maintaining and updating the Draft

Specification.

13. Publicity and Announcements

13.1. Publicity: Use of a Participant's name or logo in connection with any public communication about this MSA or related activities hereunder, including any proposal, draft, document, or specification, requires the prior written permission of that Participant.

13.2. When announcing this MSA and the Specification, such announcement shall include a reference to "EBO" or “EBO Connectors.” Examples of how this term would be used include (but are not limited to): The “EBO MSA”, The "EBO Connector MSA" or The "EBO Connector Specification".

13.3. Prior to the date for publication, the Participants agree to announce the Specification in a manner to be agreed upon by the Participants and shall cooperate to create the initial and subsequent announcements (collectively, "Announcements"). For the avoidance of doubt, all Announcements are subject to Section 13.1 (Publicity).

13.4. Prior to the initial Announcement, the Specification shall remain confidential information.

13.5. After the initial Announcement, the Specification shall be made available to anyone (Participant or non-Participant) who requests a copy.

13.6. Each Participant agrees to use the EBO MSA name in reference to this MSA or the Specification in announcements and promotional efforts.

13.7. After this MSA and Specification are announced, each Participant may advertise or otherwise promote this MSA or the Specification in any way that it deems appropriate, bearing in mind the obligation to use the Trademark in the agreed upon manner and the requirements of Section 13.1 (Publicity).

14. Withdrawal and Removal

14.1. Withdrawal: A Participant may withdraw from MSA membership at its own discretion at any time by sending a written notice to the Chairperson.

14.2. Removal/Loss of Voting Rights: Participants may be removed from the EBO MSA Group or lose their voting rights for a material breach of this MSA by majority vote of the Participants. The vote will decide whether loss of voting rights or removal from the group will be imposed. The EBO MSA Group will provide a dated, written notice of such breach and majority vote result, in sufficient detail for Participant to understand the breach, and the Participant in breach shall have thirty (30) days from the date of such notice to cure the breach, unless such breach is for violation of confidentiality obligations as set forth in Section 11 (Confidentiality), in which case loss of membership or voting rights shall be effective upon such breach being

substantiated by the Participant whose confidential information was subject of such breach and if affirmed by the Participants' vote for loss of membership or voting rights as described in Section 12.3. Except in the case of violation of confidentiality, the loss of membership or voting rights shall take effect at the end of the 30-day cure period, unless the breach shall have been cured.

Material breach may include:

a) Failure to participate in the activities of the EBO MSA Group;

b) Failure to abide by the disclosure policy as provided in Section 9 (Disclosure Policy);

c) Failure to offer licenses in accordance with Section 8 (Licensing and Fees); or

d) Failure to comply with the obligations in Section 13 (Publicity and Announcements).

14.3. Licensing Upon Withdrawal/Removal/Loss of Voting Rights: If a Participant withdraws or is removed from MSA membership or loses their voting rights, that Participant is still bound to license under Section 8 (Licensing and Fees) any Essential Claims with respect to (i) any Specification adopted by the Participants prior to the withdrawal/ removal/loss of voting rights of the Participant, and (ii) any Contributions that were provided by such Participant prior to the withdrawal/removal/loss of voting rights of the Participant and that are included in the Specification.

14.4. Suspension of Membership: In the event that a Participant is placed on any government watch list, entity list or is otherwise subjected to legal or regulatory restrictions or limitations that prevent, limit, or otherwise adversely affect one or more other members ability to interact with that Participant in the MSA setting, such Participant will automatically be suspended from participating in any activities associated with the MSA, and such Participant's voting rights will, likewise, be suspended. Such suspension shall continue until such time as the Participant is removed from the corresponding list or, if Participant's participation is not precluded or discouraged by legal or regulatory restrictions or limitations, and at least 75% of the other Participants vote to allow the Participant to resume normal activities in the MSA.

15. Termination of License

15.1. Participants recognize that an essential part of the MSA is good faith. Each Participant warrants that it (i) has not transferred patents that it knew contained, and (ii) shall not transfer patents that it knows contain, Essential Claims prior to executing this MSA with the intent to avoid its duty to license under this MSA.

16. General

16.1. Other Vendors: The Participants recognize that additional vendors may choose to

support the Specification after this MSA is announced. Each Participant recognizes it is desirable and keeping with the intent of the MSA for such additional vendors to support the mechanical dimensions and functional attributes described in the Specification. Therefore, each Participant may encourage other vendors to support the Specification.

16.2. Limitation of Liability: EXCEPT FOR BREACH OF ITS DUTIES OF CONFIDENTIALITY UNDER SECTION 11 (CONFIDENTIALITY), IN NO EVENT WILL A PARTICIPANT BE LIABLE TO ANY OTHER PARTICIPANT OR ITS AFFILIATES FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER UNDER CONTRACT, TORT, WARRANTY OR OTHERWISE, ARISING IN ANY WAY OUT OF ANYTHING MADE AVAILABLE BY SUCH PARTICIPANT TO SUCH OTHER PARTICIPANT HEREUNDER OR FROM THE EXERCISE BY SUCH PARTICIPANT OF ANY RIGHTS OR LICENSES GRANTED TO IT BY SUCH OTHER PARTICIPANT UNDER OR PURSUANT TO THIS MSA, WHETHER OR NOT SUCH PARTICIPANT HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

16.3. No Warranty: ALL PARTICIPANTS ACKNOWLEDGE THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS MSA, ALL INFORMATION PROVIDED AS PART OF THE SPECIFICATION DEVELOPMENT PROCESS AND THE DRAFT SPECIFICATION AND/OR SPECIFICATION ITSELF, INCLUDING CONTRIBUTIONS ARE ALL PROVIDED "AS IS" WITH NO 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. IN PARTICULAR, THE PARTICIPANTS ACKNOWLEDGE AND EXPRESSLY DISCLAIM ALL WARRANTIES RELATING TO THE VALIDITY OF THE PARTICIPANTS' PATENTS AND/OR THE NON- INFRINGEMENT OF THIRD-PARTY PATENTS BY PRODUCTS MANUFACTURED IN ACCORDANCE WITH THE SPECIFICATION.

16.4. Governing Law: This MSA shall be construed and controlled by the laws of the State of Delaware without reference to conflict of laws principles.

16.5. Jurisdiction: The Participants agree that all disputes arising in any way out of this MSA shall be heard in, and the Participants irrevocably consent to jurisdiction and venue in, the state and federal courts of Delaware.

16.6. Written Notices: Except as otherwise provided, all notices hereunder shall be in writing and sent via electronic mail to the MSA Points of Contact who then will forward them with electronic mail to other Participants. Such notices shall be deemed served when received by addressee or, if delivery is not accomplished by reason of some fault of the addressee, when tendered for delivery. Any Participant may give written notice of a change of address and, after notice of such change has been received, any notice or request shall thereafter be given to such Participants at such changed address.

16.7. Not Partners: The Participants are independent companies and this MSA does not create

any agency, partnership, or joint venture between them. While the Participants may select an entity to handle certain administrative tasks, no Participant shall have the power to bind or obligate the other Participants, or to create any liability or commitment on behalf of all or any of them. Nothing in this MSA shall be construed as requiring the Participants to use or implement the Specification, or limit the Participants from competing in any way, including engaging in activities, independently or with others, that may be deemed competitive with the Specification.

16.8. Severability: If any provision of the MSA shall be held by a court of competent jurisdiction to be contrary to the law or public policy, the remaining provisions shall remain in full force and effect.

16.9. Headings: The headings of the Sections hereof are inserted for reference only and shall have no effect on the interpretation of this MSA.

16.10. Multiple Counterparts: This MSA, together with any Membership Form, may be executed in multiple counterparts, by original or facsimile thereof (including electronic document), each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

16.11. Complete Agreement; No Waiver: This MSA sets forth the entire understanding of the parties and supersedes all prior agreements and understandings relating hereto. No modifications or additions to or deletions from this MSA shall be binding unless accepted in writing by an authorized representative of at least a unanimous-less-one group of Participants, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default, provided that prior to a vote on any such change, notice of the intended change must first be provided in writing to all Participants with sufficient time before such vote for review of such change. In the event that a Participant disagrees with a desired change, that Participant may provide notice of the disagreement and may further indicate that the Participant considers the change to be unacceptable and withdraw from this MSA in accordance with Section 14.1 (Withdrawal) with immediate effect.

16.12. Good Faith Dealing: Each Participant agrees to cause all patents owned or controlled by it and its Affiliates to be subject to the licensing obligations as set forth in Section 8.2 of this MSA.

16.13. Compliance with Laws: Anything contained in this MSA to the contrary notwithstanding, the obligations of the parties hereto shall be subject to all laws, present and future, of any government having jurisdiction over the parties hereto, and to orders, regulations, directions or requests of any such government.

16.14. No Assignments: Except for assignment by operation of law, merger, or asset sale, none of Participants may assign, subcontract, delegate or otherwise transfer this MSA or any of its rights or obligations hereunder, nor may it contract with third parties to perform any of its obligations hereunder except as contemplated in this MSA, without the other Participants' prior written consent. Any unauthorized attempted assignment, subcontracting, delegation or transfer is void. This prohibition against assignments does not apply to internal restructuring of

Affiliates by a Participant.

16.15. Costs and Expenses: Each Participant shall bear its own costs and expenses that it incurs in the performance of this MSA.

16.16. Membership Change: In the event that a Participant is acquired by another entity, the acquired Participant's membership, rights, and obligations under this MSA shall be deemed to have been subsumed by the purchasing Participant and the purchasing Participant will take on the obligations and benefits of the purchased Participant.

17. Term

17.1. This MSA shall commence on March 31st, 2026 ("Effective Date") and terminate on December 31, 2036. In the event the Participants decide that no further work is necessary or otherwise decide to terminate the Agreement, the Agreement will expire on a simple majority vote of the Participants with voting rights in good standing. If any Participant withdraws or is removed from MSA membership or this Agreement is terminated, Sections 7 (Definitions), 8 (Licensing and Fees), 10 (Intellectual Property, Copyright, and Trademarks), 13 (Publicity), 14.3 (Licensing Upon Withdrawal/Removal/Loss of Voting Rights), 15 (Termination of License), and 16 (General) shall survive in perpetuity.

EBO MSA Membership Request Form

The entity named below ("**Company**") requests membership in the EBO Multi-Source Agreement ("**MSA**") and agrees to the terms and conditions of the MSA.

Company Name: _____

Company Address: _____

Representative Name: _____

Representative Email: _____

Email for Legal Notices if different from above: _____

Signed by a person duly authorized by the Company on the date below:

Signature: _____

Name: _____

Title: _____ Date: _____