



Open Compute Project Copyright License Agreement

As of November 2, 2018

This Agreement (“**Agreement**”) is entered into on the date set forth below, (the “**Effective Date**”) by and between the Open Compute Project Foundation a Delaware corporation (“**OCP**”) and the entity identified below (“**Licensor**”).

WHEREAS, Licensor is the owner of and/or has certain rights in or to the works of authorship identified in the attached Exhibits (collectively, the “**Work**”).

WHEREAS, OCP desires to copy, distribute, make derivative works of and publish the Work and derivate works thereof, including without limitation in one or more OCP publications and/or on OCP’s website, and Licensor will benefit from OCP’s use of the Work as described in this Agreement.

NOW THEREFORE, in consideration of the promises in this Agreement, the parties agree as follows:

1. Structure of the Agreement. There may be multiple Exhibits to this Agreement. Each Exhibit will be signed by an authorized representative and will be governed by and subject to the terms set forth in this Agreement, with the licenses applicable to the Work described therein effective as of the date the Exhibit is signed.
2. License. Licensor hereby grants to OCP a non-exclusive, transferable (in accordance with Section 7 below), royalty free, fully-paid, perpetual, irrevocable, worldwide license, under Licensor’s intellectual property rights in the Work, with the right to sublicense, to use, reproduce, create derivative works, distribute, and publicly display and perform the Work and derivative works thereof, in whole or in part, as a separate work or as part of a collective work. The foregoing will apply to all mediums now known or hereafter existing.
3. Ownership of the Work / Other Rights Reserved. Except for the foregoing license, as between OCP and Licensor, Licensor retains all right, title and interest in and to the Work and all intellectual property rights therein. Licensor hereby reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including without limitation any patent licenses) are granted by implication, exhaustion, estoppel or otherwise.
4. Representations. Licensor represents to OCP that: (i) Licensor is the sole and exclusive owner of the Work and all intellectual property rights therein and Licensor has the right and authority to grant the licenses set forth in this Agreement and (ii) OCP’s exercise of the licenses set forth

in this Agreement will not result in any infringement of any third party's intellectual property, publicity, privacy or other rights. Licensor agrees to indemnify and hold OCP harmless from and against any losses, damages, liabilities, settlement amount, costs and expenses (including reasonable attorneys' fees) incurred by OCP in connection with any breach of the foregoing representations. This Section will survive the termination of this Agreement.

5. Term and Termination. This Agreement will commence on the Effective Date and will terminate upon the written agreement of the parties or by written notice by OCP.

6. Governing Law and Forum. This Agreement shall be solely and exclusively governed, construed and enforced in accordance with the laws of the Texas, USA, without reference to conflict of laws principles. Any suit, action or proceeding arising from or relating to this Agreement must be brought, solely and exclusively, in courts located in Travis County, Texas and each party irrevocably consents to the jurisdiction and venue of any such court.

7. Assignment. OCP may assign this Agreement (a) with the consent of Licensor, not to be unreasonably withheld or delayed, or (b) upon notice, but without such consent, in connection with a merger, acquisition, change of control, or sale of substantially all the assets of OCP. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

8. Mutual Limits on Liability. Except as set forth below, in no event shall either party be liable to the other party in any manner, under any theory of liability, whether in contract, tort (including negligence), or other theory, for any indirect, consequential, incidental, exemplary, punitive, statutory or special damages, including lost profits, regardless of whether such party was advised of or was aware of the possibility of such damages. Except as set forth below, in no event shall the total, cumulative liability of either party regarding any and all claims and causes of action, under any theory of liability, whether in contract, tort (including negligence), or otherwise, exceed One Thousand Dollars (\$1,000). The limitations set forth in this Section will not apply to liability arising under Section 4 (Representations) above. This Section will survive termination of this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all prior or contemporaneous oral or written agreements and representations concerning the subject matter herein. This Agreement may be amended only in a written document signed by both parties. This Agreement shall not be interpreted or construed against the party preparing it.

10. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution of this Agreement by the applicable party.

[Signatures on the following page]

Licensor (corporate name): _____

Licensor (contact information):

Email Address: _____

Mailing Address: _____

BY SIGNING BELOW, I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THE OPEN COMPUTE COPYRIGHT LICENSE AGREEMENT ON BEHALF OF THE LICENSOR NAMED ABOVE, THAT THE LICENSOR ABOVE ARE BOUND BY THE OPEN COMPUTE PROJECT COPYRIGHT LICENSE AGREEMENT, AND THAT ALL PROMISES MADE HEREIN RELATING TO THE WORK ARE COMMITMENTS OF THE LICENSOR.

Signature: _____

By (print): _____

Title: _____

Effective Date: _____

OPEN COMPUTE PROJECT FOUNDATION

Signature: _____

By (print): _____

Title: _____

P.O. Box 82287
Austin, Texas 78708

EXHIBIT A

OCP Marketplace

The "Work" licensed by the Copyright License Agreement includes all materials and documentation submitted by Licensor as part of and/or in support of Licensor's application for placement on the OCP Marketplace, including but not limited to the following:

- Product Description
- Photographs, Graphics, Illustrations or Images
- Sales Collateral, including flyers, brochures, promotional materials
- Business Contact Information, including emails for direction of leads
- Licensor's logo or associated markings

For the following Products:

Vendor	Model or Part #

[Signatures on the following page]

Licensor (corporate name): _____

Licensor (contact information):

Email Address: _____

Mailing Address: _____

BY SIGNING BELOW, I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THE OPEN COMPUTE COPYRIGHT LICENSE AGREEMENT ON BEHALF OF THE LICENSOR NAMED ABOVE, THAT THE WORK AND LICENSOR ABOVE ARE BOUND BY THE OPEN COMPUTE PROJECT COPYRIGHT LICENSE AGREEMENT, AND THAT ALL PROMISES MADE HEREIN RELATING TO THE WORK ARE COMMITMENTS OF THE LICENSOR.

Signature: _____

By (print): _____

Title: _____

Date: _____

Licensor (corporate name): _____

Licensor (contact information):

Email Address: _____

Mailing Address: _____

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Signature: _____

By (print): _____

Title: _____

Date: _____