



## Open Compute Project Contribution License Agreement

As of Jan 1st, 2019

This Contribution License Agreement (“**Agreement**”) is entered into between the entity identified below and its Bound Entities (collectively, “**Contributor**”), and Open Compute Project Foundation (“**OCP**”) as of the date set forth below (“**Effective Date**”).

### 1. Definitions.

- a. “**Bound Entities**” means the entity identified below and any entities that the Bound Entity Controls.
- b. “**Contribution(s)**” means the proposed specification(s) or portion(s) thereof submitted by Contributor, as identified in the Appendices.
- c. “**Control**” means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.
- d. “**Granted Claims**” are those patent claims that Contributor owns or controls, including those patent claims that Contributor acquires or controls after the Effective Date, that are infringed by the Permitted Uses. Granted Claims include only those patent claims that are infringed by the implementation of any portions of the Specification where the Specification described the functionality causing the infringement in detail and does not merely reference the functionality causing the infringement. Granted Claims under this Agreement exclude those patent claims that would be infringed by an implementation of the Specification if Contributor’s Contribution to that Specification were removed.
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- f. “**Permitted Uses**” means making, selling, offering for sale, importing or distributing any implementation of the Specification 1) only to the extent it implements the Specification and 2) so long as all required portions of the Specification are implemented. Permitted Uses do not extend to any portion of an implementation that is not included in the Specification.
- g. “**Related Entity**” means 1) any entity that Controls the Bound Entity (“**Upstream Entity**”), and 2) any other entity that is Controlled by an Upstream Entity that is not itself a Bound Entity.
- h. “**Specification**” means the proposed specification identified in the attached Appendices and any Versions thereof.



- i. **“Version”** means the version of the Specification to which the Contribution is made and any subsequent versions thereof or revisions thereto leading up to or culminating in the final adopted Specification. For the avoidance of doubt, this Agreement, together with the applicable Appendix, will apply to each subsequent version of the Specification without the need for separately executed Appendices for all such subsequent versions of the Specification.
2. **Contributions and Structure.** Contributor must sign an Appendix, referencing and incorporating this Agreement, before submitting any Contribution for approval or incorporation into a Specification by OCP. There will be one or more Appendices attached to this Agreement in the form of the Appendix attached hereto. Contributor may make multiple Contributions by completing and executing an Appendix for each Contribution. Contributor may make Contributions to multiple Specifications through the use of Appendices with different letters indications. Each Appendix will be lettered for each Specification to which the Contributor makes a Contribution (e.g. Appendix A-1, B-1, and C-1 for Contributions to different Specifications), and numbered for each Contribution made to a particular Specification (e.g. Appendix A-1, A-2, and A-3 for multiple Contributions to the same Specification).
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referenced herein), as a debtor in possession, or a bankruptcy trustee, reject this non-assert.

- ii. Patent License Commitment. In addition to the rights granted in Section 3(b)(i), Contributor, on behalf of itself and its successors in interest and assigns, agrees to grant Licensee a no-charge, royalty-free license to its Granted Claims on reasonable and non-discriminatory terms, where such license applies only to those Granted Claims infringed by the implementation of the Contribution(s) alone or by combination of the Contribution with the Specification solely for Licensee's Permitted Uses.
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6. **General.** This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment of this Agreement will be valid unless made in writing and signed by both parties. This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in California. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right

*[Signatures on Following Page]*



**OPEN**  
Compute Project

Contributor (corporate name): \_\_\_\_\_

Contributor (contact information):

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

**BY SIGNING BELOW, I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THE OPEN COMPUTE PROJECT LICENSE AGREEMENT ON BEHALF OF THE CONTRIBUTOR NAMED ABOVE, THAT THE CONTRIBUTOR ABOVE IS BOUND BY THE OPEN COMPUTE PROJECT LICENSE AGREEMENT, AND THAT ALL PROMISES MADE HEREIN RELATING TO THE CONTRIBUTIONS OR THE SPECIFICATIONS ARE COMMITMENTS OF THE CONTRIBUTOR.**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**OPEN COMPUTE PROJECT FOUNDATION**

Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. Box 82287  
Austin, Texas 78708



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**Open Compute Project Contribution License Agreement**

**Form of Appendix (template only) DO NOT SIGN**

**Contribution Name:**

\_\_\_\_\_

**Contribution Type: (Specification/Design Package/Reference Architecture/etc.)**

\_\_\_\_\_

Contributor (corporate name): \_\_\_\_\_

Contributor (contact information):

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_



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**Open Compute Project Contribution License Agreement**

**Appendix A - \_\_\_\_\_**

**Contribution Name:**

\_\_\_\_\_

**Contribution Type: (Specification/Design Package/Reference Architecture/etc.)**

\_\_\_\_\_

**Contributor** (corporate name): \_\_\_\_\_

**Contributor** (contact information):

Name: \_\_\_\_\_

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**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_