Open Compute Project Contribution License Agreement

As of July 13, 2014

This Contribution License Agreement ("**Agreement**") is entered into between the entity identified in **Appendix A** ("**Contributor**"), and Open Compute Project Foundation ("**OCP**") as of the date set forth in **Appendix A** ("**Effective Date**").

1. **Definitions**.

"**Contribution**" means the proposed specification or portion thereof submitted by Contributor, as identified in **Appendix A**.

"**Specification**" means the proposed specification identified in **Appendix A**.

2. **Contributions**. You must sign this Agreement before submitting any Specification, or portion thereof, for approval by OCP.

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5. **Representations and Warranties**. You represent and warrant that your Contribution is Your original work, except to the extent you may have informed OCP in writing. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 5, THE CONTRIBUTION IS PROVIDED WITHOUT WARRANTY OF ANY KIND, AND OCP ACKNOWLEDGES THAT CONTRIBUTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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.

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Appendix A

Name of Proposed Specification:

_____

Contribution (e.g. Entire proposed Specification, or portion of proposed specification):

_____

Contributor (corporate name): _____

Contributor (contact information):

Email Address: _____

Mailing Address: _____

_____

Signature: _____

Title: _____

Effective Date: _____