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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4. Other Rights Reserved. Contributor 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.

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: _________________