



## Open Compute Project (OCP) Software Contributor License Agreement

This Contribution License Agreement (“Agreement”) is agreed to by the party signing below (“You”), and grants certain license rights for Your contributions to Open Compute Project Foundation (“OCP”) projects. This Agreement is effective as of the latest signature date below.

### 1. Definitions.

“**Code**” means the computer software code, whether in human-readable or machine-executable form, that is delivered by You to OCP under this Agreement.

“**Project**” means any of the projects owned or managed by OCP in which software is offered under a license approved by the Open Source Initiative (OSI) ([www.opensource.org](http://www.opensource.org)) and documentation offered under an OSI or a Creative Commons license (<https://creativecommons.org/licenses>).

“**Submit**” is the act of uploading, submitting, transmitting, or distributing code or other content to any Project, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Submission.”

“**Submission**” means the Code and any other copyrightable material Submitted by You, including any associated comments and documentation.

**2. Your Submission.** You must agree to the terms of this Agreement before making a Submission to any Project. This Agreement covers any and all Submissions that You, now or in the future (except as described in Section 4 below), Submit to any Project. OCP does not wish to receive Submissions to OCP Projects except from OCP members in good standing. You represent that You, or your employer, are a member of the OCP in good standing at the time any Submission is made by You.

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**4. Your Employer.** References to “employer” in this Agreement include Your employer or anyone else for whom You are acting in making Your Submission, e.g. as a contractor, vendor, or agent. If Your Submission is made in the course of Your work for an employer or Your employer has intellectual

property rights in Your Submission by contract or applicable law, You must secure permission from Your employer to make the Submission before signing this Agreement. In that case, the term “You” in this Agreement will refer to You and the employer collectively. If You change employers in the future and desire to Submit additional Submissions for the new employer, then You agree to sign a new Agreement and secure permission from the new employer before Submitting those Submissions.

## 5. Licenses.

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**6. Representations and Warranties.** You represent that You are legally entitled to grant the above licenses. You represent that each of Your Submissions is entirely Your original work (except as You may have disclosed under Section 3). You represent that You have secured permission from Your employer to make the Submission in cases where Your Submission is made in the course of Your work for Your employer or Your employer has intellectual property rights in Your Submission by contract or applicable law. If You are signing this Agreement on behalf of Your employer, You represent and warrant that You have the necessary authority to bind the listed employer to the obligations contained in this Agreement. You are not expected to provide support for Your Submission, unless You choose to do so. **UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN SECTIONS 3, 4, AND 6, THE SUBMISSION PROVIDED UNDER THIS AGREEMENT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

**7. Notice to OCP.** You agree to notify OCP in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

**8. Information about Submissions.** You agree that contributions to Projects and information about contributions may be maintained indefinitely and disclosed publicly, including Your name and other information that You submit with Your Submission.

**9. Governing Law/Jurisdiction.** This Agreement is governed by the laws of the State of Texas, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in Travis County, Texas, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of Travis County, Texas. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens.

**10. Entire Agreement/Assignment.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by OCP.

Please select one of the options below and sign as indicated. By signing, You accept and agree to the terms of this Contribution License Agreement for Your present and future Submissions to OCP.

\_\_\_ I have sole ownership of intellectual property rights to my Submissions and I am not making Submissions in the course of work for my employer.

Name (“You”): \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
GitHub Login: \_\_\_\_\_  
Email: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_ I am making Submissions in the course of work for my employer (or my employer has intellectual property rights in my Submissions by contract or applicable law). I have permission from my employer to make Submissions and enter into this Agreement on behalf of my employer. By signing below, the defined term “You” includes me and my employer.

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