



Open Compute Project Solution Provider Agreement
As of July 12, 2024

This agreement, dated _____ (the “Agreement”) is between _____ (Member) and the Open Compute Project Foundation (OCP). The parties hereby agree to the following terms.

1. License to Member Materials

Member hereby grants OCP the non-exclusive, non-transferable, non-sublicensable right to list, display, and promote any information or materials provided by Member regarding its products, solutions, facilities, or services (“Member Products”) that (a) meet the program requirements referenced in Section 3; and (b) are approved by the Member and OCP to be listed on the OCP Marketplace as part of the OCP Solution Provider Program. OCP acknowledges that, as between OCP and Member, Member is the sole owner of any such information or materials and all associated goodwill.

2. License to OCP Trademarks

OCP hereby grants to Member the non-exclusive, non-transferable, non-sublicensable, right to reproduce and display OCP’s Licensed Solution Provider logos depicted in Exhibit A, solely in connection with accurately designating Member as a participant in OCP’s Solution Provider Program. Such logos must be used only as depicted in Exhibit A and may only be used in accordance with the OCP Trademark Usage Guidelines as published by OCP from time to time. OCP may change such guidelines upon no less than three months’ notice. OCP’s guidelines as of the date of this Addendum are available at <http://opencompute.org/participate/legal-documents>. Member acknowledges that, as between OCP and Member, OCP is the sole owner of the OCP Licensed Solution Provider Marks and all associated goodwill.

3. Selection of OCP Marketplace Listings

Member may, from time to time, elect to add eligible listings to the OCP Marketplace. Member may remove any Member listings from the OCP Marketplace at any time. OCP may remove any Member listings from the OCP Marketplace upon notice to Member in the event that OCP determines that such Member listings is likely to cause liability to OCP or its members, or will reflect poorly on OCP or its reputation.

4. Fees and Payments



Member shall pay all applicable fees for the OCP Solution Provider Program. Exhibit B sets forth such fees as of the date of this Agreement. OCP may update its fees for the OCP Solution Provider Program from time to time upon no less than 30 days prior written notice to Member. In the event Member fails to pay any such amount, OCP may, at its option, terminate this Agreement. Fees are due on the effective date of this Agreement and every anniversary thereof.

5. Term and Termination

This Agreement will commence in effect as of the Effective Date of the Agreement, or if later, the last date set forth below. This Agreement shall remain in effect for the duration of the Agreement, unless terminated in accordance with the terms of the Agreement.

6. Member Responsibilities

Member shall ensure that its OCP Marketplace listings and marketing thereof comply with all applicable laws, statutes and regulations. Member shall indemnify, defend and hold harmless OCP and all of its members from and against for any and all liabilities, damages, costs, or losses, including without limitation attorneys fees, arising from the sale, marketing, use or other exploitation of OCP Marketplace listings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

_____ **(Member Name)**

By (Signature): _____

Name: _____

Title: _____

Date: _____

Open Compute Project Foundation

By (Signature): _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

SOLUTION PROVIDER MARKS

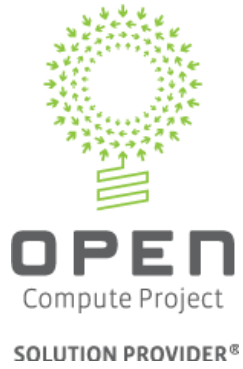




EXHIBIT B

PAYMENTS

Solution Provider Fee schedule (based on Membership level:

<https://www.opencompute.org/membership>)

- Community Tier - \$5,000 USD per year, payable upon presentation of invoice
- Silver Tier - included in membership (no additional fee)
- Gold Tier - included in membership (no additional fee)
- Platinum Tier - included in membership (no additional fee)
- Startup Tier - pricing subject to startup tier as defined by the OCP Foundation. Please contact the OCP Foundation team for details.
- Research & Academic Institutes - no fee