OPEN COMPUTE PROJECT MEMBERSHIP AGREEMENT
Amended January 7, 2026

This OPEN COMPUTE PROJECT MEMBERSHIP AGREEMENT ("**Membership Agreement**") is made as of the Effective Date, by and between Open Compute Project Foundation, a Delaware nonprofit nonstock corporation ("**OCP**"), and the undersigned Member ("**Member**").

RECITALS

A. OCP has been formed to steward the Open Compute Project, the mission of which is to create a consumer-led community to further the cooperative development of efficient data center and server technology and to reduce costs and environmental impact of operating data center and server installations.

B. Member wishes to participate in the Open Compute Project on the terms described herein and to further the purposes of the Open Compute Project.

NOW, THEREFORE, the parties agree as follows:

1) **Definitions**.

a) "***Affiliate***" means any entity that is directly or indirectly controlled by, under common control with or that controls the subject entity. For purposes of this definition control means, direct or indirect ownership of or the right to exercise (a) more than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity; or (b) more than fifty percent (50%) of the controlling interest representing the right to make the decisions for the subject entity.

b) "***Effective Date***" means the date upon which Member has duly executed this Membership Agreement and paid the dues required for the membership level chosen by Member and agreed to by OCP.

c) "***Member***" means any member of OCP, as determined in accordance with the Bylaws, that has signed this Membership Agreement. Member includes Affiliates of Member.

d) "***Bylaws***" are the bylaws adopted by OCP (as of the Effective Date, the then current version of which is available at available at http://opencompute.org/participate/legal-documents).

2) **Participation**.

a) Member will abide by the following (hereinafter collectively "***Policies and Procedures***"): the Bylaws, this Membership Agreement, the Intellectual Property Rights Policy (as of the Effective Date, the then current version of which is available at http://opencompute.org/participate/legal-documents) (the "***IPR Policy***"), the Tiered Membership Requirements and Benefits Policy (as of the Effective Date, the then current version of which is available at http://opencompute.org/participate/legal-documents) (the "***Tiered Membership Policy***"), and any additional rules and policies adopted by OCP in accordance with the Bylaws. Each of the forgoing Policies and Procedures may be adopted and/or modified from time to time by OCP during the term of this Membership Agreement. Dues for membership will be as determined by OCP according to its Bylaws and the Tiered Membership Policy. Member shall abide by all requirements particular to its class of membership according to the Bylaws and the Tiered Membership Policy. OCP will provide [at least thirty (30) days] written notice of newly adopted and/or amended Bylaws, Membership Agreement, IPR Policy and Tiered Membership Policy to Member prior to the effective date of such newly adopted and/or amended Policies and Procedures. Such notice may be provided via e-mail notification to the contact information submitted by Member in Exhibit A (as updated in writing by Member). Member is responsible for reviewing any newly adopted and/or amended Policies and Procedures. Member shall be bound by any newly adopted or amended Policies and Procedures made by OCP during the term of this Membership Agreement unless Member resigns or withdraws from membership as set forth in Section 9(b) of the Bylaws prior to the effective date of such newly adopted or amended Policies and Procedures; provided that no member shall be required to pay any new or increased dues adopted by OCP after the Effective Date until the Member's anniversary of membership that first follows the change by at least ninety (90) days. Resignation or withdrawal from membership shall not entitle Member to any refund of payments made by Member in connection with Member's membership unless approved by OCP Board of Directors in its sole discretion.

b) OCP may require, as a condition to membership for certain tiers, that Member make a contribution to the Open Compute Project pursuant to the terms stated in the IPR Policy and the Tiered Membership Policy.

3) **Membership Class**. Member is applying at the following membership class, as set forth in the Bylaws and Tiered Membership Policy, as a (check the appropriate box):

[ ] Executive or

[X] Non-Executive Member.

4) **Membership Tier (Organization Members Only)**. Member is applying at the following membership tier, as set forth in the Tiered Membership Policy (check the appropriate box):

[ ] Bronze Member,
[ ] Silver Member,
[ ] Gold Member, or
[ ] Platinum Member.

Membership in a particular tier is conditioned upon Member meeting the requirements of such tier as set forth in the Tiered Membership Policy. OCP may move Member between tiers at any time in accordance with the Tiered Membership Policy. The Tiered Membership Policy outlines the benefits afforded each tier of membership. OCP may modify such benefits, including but not limited to adding or deleting certain benefits. For avoidance of doubt, if OCP modifies the Tiered Membership Policy or amends other Policies and Procedures in a manner that is materially detrimental to Member, Member's sole remedy shall be to resign or withdraw from membership in OCP pursuant to Section 9(b) of the Bylaws; provided, however, that OCP will not refund any payments made by Member in connection with Member's membership unless approved by the OCP Board of Directors in its sole discretion.

5) **Representative**. Member shall appoint a single point of contact, set forth in Exhibit A, to handle any inquiries regarding this Membership Agreement. Member shall be solely responsible for promptly notifying OCP in writing of any changes to Member contact information and OCP shall be entitled to rely on such contact information for providing notice to Member hereunder.

6) **Confidentiality**. Information disclosed by Members shall not be confidential except as provided in the Bylaws or as otherwise agreed in writing by the recipient of the information.

3) **Trademarks**. To the extent Member uses any trademarks, membership marks, or certification marks of OCP, Member hereby agrees to and will abide by the Membership Logo Terms and Conditions, the Solution Provider Agreement and/or the Certification Mark License Agreement, as applicable based on the OCP mark(s) at issue, as well as the OCP Trademark Usage Guidelines, which describes the required manner of using and displaying all OCP marks.

4) **Press Releases**. Member shall not issue a press release or make any other public announcement without OCP's prior written approval regarding Member's activities as an OCP member, including but not limited to regarding any new project or program involving OCP or the OCP community, first announcements of newly certified products, or future OCP projects, plans or directions. For avoidance of ambiguity, Member does not need prior written approval from OCP for promotional material or announcements regarding (i) Member's own product information after OCP certification is achieved and announced by OCP, (ii) Member's activities regarding such products, or (iii) Member's own projects unrelated to OCP or the OCP community. Member shall not make a press or other public

announcement that names the identifies of any other OCP member unless prior written consent is received from any and all OCP members named or referenced in the press release or public announcement. Unless otherwise stated above, OCP may make a press or other public announcement regarding any subject germane to its purposes and may identify Member as a member of the OCP.

5) **Term**. This Membership Agreement will commence on the Effective Date and continue until termination of Membership in accordance with the Bylaws.

6) **Termination.**

a) **Termination on Notice.** Either party may terminate this Membership Agreement for any reason on thirty (30) business days written notice to the other party.

b) **Termination for Insolvency**. If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this Membership Agreement with immediate effect.

c) **Termination Because of Law or Order**. Either party may terminate this Membership Agreement with immediate effect if

(i) there is or becomes any Law that makes the performance of the terms of this Membership Agreement illegal or otherwise prohibited, or

(ii) any Governmental Authority issues an Order restraining or enjoining the transactions under this Membership Agreement.

7) **Export Control:** Each party shall comply with all obligations imposed on it under applicable law to control access to technical data and materials under the U.S. Export Laws and Regulations, or any foreign counterparts thereof, and shall adhere to such laws and regulations in handling and disclosing any technical data and materials received by it under this Membership Agreement.

8) **Miscellaneous**. This Membership Agreement will bind and inure to the benefit of the parties hereto and their successors and assigns, provided, however, that Member may not assign or transfer this Membership Agreement, including by operation of law, or through a merger or acquisition, unless, (i) OCP provides its prior written consent to such assignment, and (ii) the assignee agrees in writing to be bound by this Membership Agreement. This Membership Agreement will be governed by the laws of the State of Texas, without reference to conflict of laws principles. The parties agree that any dispute arising out of or related to this Membership Agreement will be subject to, and Member hereby consents to, the exclusive jurisdiction of the state and federal courts located in Travis County, Texas. This document, in combination with any and all documents referenced herein, contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Membership Agreement shall not constitute a waiver thereof or of any other provision hereof. Except for OCP's adoption and/or amendment of Policies and Procedures as set forth in Section 2(a) above, this Membership Agreement may not be amended, nor any obligations waived, except by a writing signed by both parties hereto. By signing below, the individual

executing this Membership Agreement on behalf of Member warrants that he or she has all requisite signing authority for and on behalf of the entity seeking membership.

Open Compute Project Foundation	**Member (Organization Name):**
	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
	Address: _____

MEMBERSHIP LOGO TERMS AND CONDITIONS

OPEN COMPUTE PROJECT FOUNDATION

(A Delaware Nonprofit Nonstock Corporation)

These member trademark terms and conditions ("**Trademark Terms**") apply to all Members (as defined below) of the Open Compute Project Foundation ("**OCP**"). These Trademark Terms set forth the rights and obligations associated with Open Compute Project Members' use of the Membership Logos (as defined below) to designate their OCP membership level on websites and in other materials. In the case of any inconsistency between these Trademark Terms and the OCP Bylaws ("**Bylaws**"), the Bylaws control. In the case of any inconsistency between these Trademark Terms and the Open Compute Project Membership Agreement ("**Membership Agreement**"), the Membership Agreement controls.

SECTION 1
DEFINITIONS

SECTION 1.1 "**Licensed Logo**," for each Member, means the one Membership Logo corresponding to such Member's status in good standing as an Open Compute Project Member, pursuant to the Tiered Membership Requirements and Benefits Policy (**"Tiered Membership Policy**"), Membership Agreement, and Bylaws.

SECTION 1.2 "**Member**" means an individual person or organization that has executed an Open Compute Project Membership Agreement, is fully compliant therewith, and is otherwise a member in good standing of the OCP, pursuant to the Tiered Membership Policy, Membership Agreement, and Bylaws.

SECTION 1.3 "**Membership Logos**" means the Open Compute Project Membership Logos identified in the attached Exhibit A, and any additional membership logos OCP may adopt in the future. OCP reserves the right to update, replace, supplement, or revise the contents of Exhibit A.

SECTION 1.4 "**OCP Trademark Usage Guidelines**" means the document titled "Open Compute Project Trademark Usage Guidelines," which describes the proper manner of using and displaying the Membership Logos and is available at http://opencompute.org/participate/legal-documents, as the same may be updated by OCP from time to time.

SECTION 2
TRADEMARK LICENSE

SECTION 2.1 **Grant**. Subject to these Trademark Terms, OCP hereby grants to Member a limited, non-exclusive, revocable, terminable, non-transferable, non-sublicensable, royalty-free, worldwide license to reproduce and use the Licensed Logo to indicate or publicize its OCP membership level in any reasonable manner that fully comports with these Trademark Terms and the OCP Trademark Usage Guidelines, such as on Member's website or in marketing collateral.

SECTION 2.2 **Included Guidelines**. The Trademark Usage Guidelines form a portion of these Trademark Terms and are included by this reference as if they had been restated herein in their

entirety. Member is prohibited from using the Licensed Logo in any other form than specifically set forth in these Trademark Terms and the OCP Trademark Usage Guidelines.

SECTION 2.3 **Required Link**. If Member uses the Licensed Logo on its website or other electronic materials with hyperlinking capability, Member shall cause the representation of the Licensed Logo to link directly to the OCP web site at opencompute.org.

SECTION 2.4 **Duration**. The license granted in these Trademark Terms will continue only while Member remains a member of the OCP in good standing, pursuant to the Membership Agreement, the Tiered Membership Policy, the Bylaws, and otherwise, or until terminated under Section 4 of this Agreement, whichever occurs first.

SECTION 2.5 **Unlicensed Use**. Nothing contained herein grants Member the right to use of any other trademark, service mark, certification mark, membership mark, tag line and/or logo of OCP without express written permission from OCP. Member agrees not to use OCP or Open Compute Foundation – or any other trademark, service mark, certification mark, membership mark, tag line and/or logo of OCP – on any products, packaging, labels, tags, in signage, advertisements, or any informational or promotional material, whether in print, electronic, or other form, except as expressly permitted in this agreement or otherwise in writing by OCP. Use of the Licensed Logo in any manner inconsistent with the terms of these Trademark Terms, including the OCP Trademark Usage Guidelines, or use of any other trademark, service mark, certification mark, membership mark, tag line and/or logo of OCP without explicit written permission from OCP, and in accordance with the terms thereof, whether intentional or not, shall be considered an infringement and a breach of these Trademark Terms and the Membership Agreement and could result in revocation of membership and prosecution for trademark infringement, in addition to any other remedies that OCP may have at law, under these Trademark Terms, the Membership Agreement, or otherwise.

SECTION 2.6 **Changes to Guidelines.** Member shall be afforded three (3) months subsequent to any changes to the OCP Trademark Usage Guidelines or the Membership Logos to implement any new requirements of the OCP Trademark Usage Guidelines or changes to the Membership Logos or to discontinue use of the Licensed Logo without affecting the validity of these Trademark Terms, including the OCP Trademark Usage Guidelines, or the rights granted hereunder. For a period of one (1) year from the date of the change to the OCP Trademark Usage Guidelines or the Licensed Logo, Member shall have the right to distribute remaining inventory stock (but not to create or obtain any new inventory stock) of physical materials bearing the Licensed Logo in the normal course of business where such materials have become non-compliant as a direct result of such change to the OCP Trademark Usage Guidelines or the Licensed Logo.

SECTION 2.7 **Membership Status**. Member must remain an OCP Startup, Bronze, Silver, Gold, or Platinum level member in good standing all times while using the Licensed Logo.

SECTION 2.8 **Changes to Member's Membership Tier.** In the event Member changes its Membership Tier, Member may immediately begin use of the Membership Logo corresponding with its new membership tier. Member agrees to use all reasonable efforts to transition to the Membership Logo associated with its new Membership Tier and shall be afforded three (3) months to cease use of the Membership Logo associated with prior membership tier. At no time may Member simultaneously use two Membership Logos on the same website or collateral material.

SECTION 3
OCP OWNERSHIP OF TRADEMARKS

SECTION 3.1 **OCP Ownership**. Member acknowledges and agrees that OCP is the sole owner of the Membership Logos and all associated goodwill, and Member shall take no action and make no statement inconsistent therewith. Member shall not challenge or contest, or cause any third party to challenge or contest, OCP's rights in the Membership Logos, the validity of the Membership Logos, or any registrations therefore, or the validity of these Trademark Terms. Member shall not register or attempt to register anywhere in the world any of the Membership Logos or any other name or mark confusingly similar thereto. All use of the Licensed Logo by Member will inure solely to the benefit of OCP and Member shall acquire no rights therein. If at any time Member acquires any rights in, registrations of, or applications for, any of the Membership Logos, by operation of law or otherwise, Member shall immediately upon request by OCP and at no charge to OCP assign such rights, registrations, or applications to OCP, along with any and all associated goodwill.

SECTION 3.2 In order to comply with the requirements under certain foreign trademark laws, OCP may need to know if the Membership Logos are being used in a particular country or countries and other information regarding such use. Member shall supply such information upon OCP's request. Member shall assist OCP in complying with the formalities of local law, including but not limited to, the execution of any application for registration as a registered user, the execution of additional license agreements suitable for recording with appropriate authorities, of providing proof of use of the Licensed Logo or any other applicable documents. Member shall pay the expense of complying with such formalities.

SECTION 3.3 **Trademark Registration and Protection.** Member agrees to provide OCP, at OCP's expense, such reasonable assistance as OCP may require in OCP's efforts to register and protect OCP's rights in the Membership Logos.

SECTION 3.4 **Third-Party Infringement**. Member shall immediately notify OCP in writing of any suspected infringement of OCP's rights in the Membership Logos in any jurisdiction of which Member becomes aware. Member agrees to notify OCP of any claims made against it, adverse to or conflicting with OCP's exclusive ownership of the Membership Logos. OCP may, in its sole discretion, enforce its rights in the Membership Logos to stop unauthorized use of the Membership Logos, at OCP's own expense, and will retain all recoveries thereby received.

SECTION 3.5 **Quality Control**. OCP may, from time-to-time, request in writing specimens of the materials of the Member to assess the level of consistency and quality of use of the Licensed Logo and to ensure that Member maintains the consistency and quality of the throughout the term of the these Trademark Terms. Member shall provide such specimen at no cost to OCP. If at any time OCP reasonably determines that any materials bearing the Membership Logos fail to materially conform to OCP's minimum standards or the OCP Trademark Usage Guidelines, OCP shall so notify Member in writing and Member shall correct the non-conformance and provide a corrected specimen of such materials to OCP for review within thirty (30) days from the written notice from OCP regarding such non-conformance.

SECTION 4
LICENSE TERM

SECTION 4.1 **Term.** The term of this Agreement shall commence on the Effective Date of Member's Membership Agreement and shall continue unless and until terminated as set forth in Section 5 below.

SECTION 5
LICENSE TERMINATION

SECTION 5.1 **Termination.**

(a) **Termination for Breach**. OCP may terminate this license upon thirty (30) days prior written notice to Member, without need of judicial notice or court action, of a material breach of these Trademark Terms, unless the breach is corrected to OCP's reasonable satisfaction within the thirty (30) day period. Material breaches shall include, but not be limited to, the Member's use of the Licensed Logo on materials inconsistent with these Trademark Terms;

(b) **Termination of Membership**. In the event Member ceases to be an OCP Member in good standing pursuant to the Bylaws, the Membership Agreement, the Tiered Membership Policy or any other applicable document or agreement, the license granted herein shall terminate without notice and with immediate effect, and Member shall cease any and all use of the Membership Logos and destroy any physical materials bearing the Membership Logos.

(c) **Termination for Failure to Adopt Amended Terms.** OCP shall have the right to amend these Trademark Terms by providing Member with at least sixty (60) days written notice of such amendment after which time these Trademark Terms will terminate absent written agreement by Member to the amended terms (the "Revised Trademark Terms").

(d) **Termination by Member.** Member may terminate this Membership Logo Agreement (i) any time within thirty (30) days of adoption of a Revised Trademark Terms by giving written notice to OCP; or (ii) any time after giving sixty (60) days advanced written notice to OCP; provided, however, nothing in these Trademark Terms shall relieve Member of its surviving obligations pursuant to Section 5.3 of these Trademark Terms.

(e) **Termination of Membership Mark Program.** This Certification Mark License Agreement immediately terminates upon discontinuance of the Membership Mark program, for any reason. If these Terms and Conditions are terminated pursuant to this section, Member must cease use of the Licensed Logo, but shall be afforded three (3) months subsequent to the discontinuance of the Membership Mark program to cease use of the Licensed Logo.

(f) **Partial Termination by OCP.** Upon three (3) days prior written notice, OCP may terminate Member's right to use the Licensed Logo without need of judicial notice or court action in one or more particular countries, states, counties, or other jurisdictions (each a "jurisdiction") (i) where such continued use is prohibited in any respect by the action of any judicial, administrative or like authority, or as a result of an agreement with a third party to settle a dispute relating to a trademark or service mark based on the Licensed Logo, or (ii) in which OCP determines that the continued use of the Licensed Logo in such jurisdiction may impose potential liability on OCP or threaten OCP's ownership or use of any of the Membership Logos.

(g) **Insolvency**. The license under these Trademark Terms will terminate immediately and automatically , without the need for notice to Member, if Member (i) makes an assignment for the benefit of creditors; (ii) is the subject of any voluntary or compulsory winding-up other than for the purposes of reconstruction or amalgamation; (iii) has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property; (iv) is the subject of any dissolution or liquidation proceeding; or (vi) discontinues its business in the ordinary course without a successor.

SECTION 5.2 **Effect of Termination.** Upon the termination of these Trademark Terms, (a) Member will have no further rights, privileges, or licenses under these Trademark Terms, (b) Member will discontinue immediately all use of the Licensed Logo or any other Membership Mark and will not use any marks confusingly similar thereto, (c) and Member will cooperate generally with OCP to insure that all rights in the Licensed Logo and any other Membership Mark and the goodwill connected therewith shall remain the property of OCP. Unless otherwise specified in a specific provision in Section 5.1, upon termination Member may not distribute any remaining materials, including electronic reproduction, bearing the Licensed Logo or any other Membership Mark.

SECTION 5.3 **Survival.** The obligations in Sections 3.1 (Ownership), 6.1 (Disclaimers), 6.2 (Limitations on Liability), 5.3 (Survival), 5.2 (Effect of Termination), and 7 (Miscellaneous) will survive termination of these Trademark Terms.

SECTION 6
DISCLAIMERS AND LIMITATIONS ON LIABILITY

SECTION 6.1 **DISCLAIMERS**. THE LICENSED LOGO IS LICENSED "AS IS," WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND. OCP HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MEMBERSHIP LOGOS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 6.2 **LIMITATIONS ON LIABILITY**. THE OCP ITSELF, ITS MEMBERS, AND THEIR RESPECTIVE AFFILIATES WILL HAVE NO LIABILITY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCURRED BY ANY PARTY ARISING OUT OF OR RELATED TO ANY USE OR EXPLOITATION OR ANY ATTEMPTED USE OR EXPLOITATION OF ANY TRADEMARK OR TRADEMARK LICENSE UNDER THESE TRADEMARK TERMS.

SECTION 7
MISCELLANEOUS

SECTION 7.1 **Jurisdiction-Specific Terms.** Member acknowledges and agrees to abide by any applicable jurisdiction-specific terms and conditions to these Trademark Terms, located at http://opencompute.org/participate/legal-documents (or other applicable online location upon notice from OCP).

SECTION 7.2 **No Waiver**. No failure to exercise, nor any delay in exercising or invoking any right or remedy under these Trademark Terms by OCP shall operate as a waiver thereof, nor shall any

single or partial exercise or invoking of any right or remedy prevent any further exercise thereof or the exercise or invoking of any other right or remedy.

SECTION 7.3 **Severability**. If any term or condition of these Trademark Terms is or becomes invalid or unenforceable, the validity or enforceability of any other term or condition of these Trademark Terms shall not be affected and such invalid or unenforceable term or condition shall be enforced to the maximum extent permitted by law and completed by a valid interpretation of such term or condition, which to the extent possible, achieves the original purpose of the invalid or unenforceable term or condition.

SECTION 7.4 **Successors or Assigns**. If these Trademark Terms are permissibly assigned pursuant to the Bylaws and the Member Agreement, they shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

SECTION 7.5 **Relationship**. Nothing contained in these Trademark Terms shall be construed as creating a joint venture, partnership, agency or employment relationship between the parties, and neither party will have any right to bind the other or incur any obligation on the other's behalf without the other's prior written consent.

SECTION 7.6 **Notices.** All notices to be given hereunder shall be sent to the addresses set forth in Exhibit B by express, registered or certified mail of the U.S. Postal Service with return receipt requested ("U.S. Mail"), or by a nationally recognized overnight courier service for next business day delivery ("Overnight"). Notice will be deemed to have been given if mailed, five (5) business days after the date on which such notice was mailed or, if sent by courier, two (2) business days after delivery by the courier company. Either party will advise the other of changes of address by written notice.

SECTION 7.7 **Governing Law and Venue**. These Trademark Terms shall be governed by the laws of the state of Texas, USA, excluding its choice of law provisions. The parties agree that any dispute arising out of or related to these Trademark Terms will be subject to, and Member hereby consents to, the exclusive jurisdiction of the state and federal courts located in Travis County, Texas.

I HAVE READ AND AGREE TO BE BOUND BY THE MEMBERSHIP LOGO TERMS AND CONDITIONS:

MEMBER

By: _____
(Signature)

Name: _____
(Please print)

Title: _____

Date: _____

Exhibit A

Membership Logos and Associated Membership Levels

Membership Logo	**Associated Membership Level**
	Startup Level Membership
	Bronze Level Membership
	Silver Level Membership

	Gold Level Membership
	Platinum Level Membership