

## COPYRIGHT LICENSE AGREEMENT

This Agreement (“**Agreement**”) is entered into on \_\_\_\_\_, (the “**Effective Date**”) by and between the Open Compute Project Foundation a Delaware corporation (“**OCP**”) and \_\_\_\_\_ (“**Licensor**”).

Licensor is the owner of and/or has certain rights in or to the work of authorship defined and identified in Exhibit A (the “**Work**”). OCP desires to publish the Work in one or more OCP publications and/or on OCP’s website, and Licensor will benefit from OCP’s use of the Work as described in this Agreement.

In consideration of the promises in this Agreement, the parties agree as follows:

1. License. Licensor hereby grants to OCP a non-exclusive, transferable, royalty free, fully-paid, perpetual, irrevocable, worldwide license, under Licensor’s intellectual property rights in the Work, with the right to sublicense, to use, reproduce, create derivative works, distribute, and publicly display and perform the Work, in whole or in part, as a separate work or as part of a collective work. The foregoing will apply to all mediums now known or hereafter existing.
2. Ownership of the Work. Except for the foregoing license, as between OCP and Licensor, Licensor retains all right, title and interest in and to the Work and all intellectual property rights therein.
3. Representations. Licensor represents to OCP that: (i) Licensor is the sole and exclusive owner of the Work and all intellectual property rights therein and Licensor has the right and authority to grant the licenses set forth in this Agreement and (ii) OCP’s exercise of the licenses set forth in this Agreement will not result in any infringement of any third party’s intellectual property, publicity, privacy or other rights. Licensor agrees to indemnify and hold OCP harmless from and against any losses, damages, liabilities, settlement amount, costs and expenses (including reasonable attorneys’ fees) incurred by OCP in connection with any breach of the foregoing representations. This Section will survive the termination of this Agreement.
4. Term and Termination. This Agreement will commence on the Effective Date and will terminate upon the written agreement of the parties or by written notice by OCP.
5. Governing Law and Forum. This Agreement shall be solely and exclusively governed, construed and enforced in accordance with the laws of the Texas, USA, without reference to conflict of laws principles. Any suit, action or proceeding arising from or relating to this Agreement must be brought, solely and exclusively, in courts located in Travis County, Texas and each party irrevocably consents to the jurisdiction and venue of any such court.
6. Assignment. OCP may assign this Agreement pursuant to the OCP Bylaws and OCP Membership Agreement.

7. Mutual Limits on Liability. Except as set forth below, in no event shall either party be liable to the other party in any manner, under any theory of liability, whether in contract, tort (including negligence), or other theory, for any indirect, consequential, incidental, exemplary, punitive, statutory or special damages, including lost profits, regardless of whether such party was advised of or was aware of the possibility of such damages. Except as set forth below, in no event shall the total, cumulative liability of either party regarding any and all claims and causes of action, under any theory of liability, whether in contract, tort (including negligence), or otherwise, exceed One Thousand Dollars (\$1,000). The limitations set forth in this Section will not apply to liability arising under Section 3 (Representations) above. This Section will survive termination of this Agreement.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and it supersedes all prior or contemporaneous oral or written agreements and representations concerning the subject matter herein. This Agreement may be amended only in a written document signed by both parties. This Agreement shall not be interpreted or construed against the party preparing it.

9. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the parties. A facsimile transmission of the executed signature page of this Agreement shall constitute due and proper execution of this Agreement by the applicable party.

The parties have executed this Agreement by their respective duly authorized representative.

OPEN COMPUTE PROJECT FOUNDATION

LICENSOR: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

P.O. Box 82287  
Austin, Texas 78708

Address:  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**

The “Work” licensed by this Copyright License Agreement is defined as all materials and documentation submitted by Licensor as part of and/or in support of Licensor’s application for placement on the OCP Marketplace, including but not limited to the following:

- Product Description
- Photographs, Graphics, Illustrations or Images
- Sales Collateral, including flyers, brochures, promotional materials
- Business Contact Information, including emails for direction of leads
- Licensor's logo or associated markings

For the following Products:

Vendor	Model or Part #