



OPEN
Compute Project

Open Compute Project Contribution License Agreement

As of November 2, 2018

This Contribution License Agreement (“**Agreement**”) is entered into between the entity identified below and its Bound Entities (collectively, “**Contributor**”), and Open Compute Project Foundation (“**OCP**”) as of the date set forth below (“**Effective Date**”).

1. Definitions.

- a. “**Bound Entities**” means the entity identified below and any entities that the Bound Entity Controls.
- b. “**Contribution(s)**” means the proposed specification(s) or portion(s) thereof submitted by Contributor, as identified in the Appendices.
- c. “**Control**” means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.
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- g. “**Related Entity**” means 1) any entity that Controls the Bound Entity (“**Upstream Entity**”), and 2) any other entity that is Controlled by an Upstream Entity that is not itself a Bound Entity.
- h. “**Specification**” means the proposed specification identified in the attached Appendices and any Versions thereof.

- i. **“Version”** means the version of the Specification to which the Contribution is made and any subsequent versions thereof or revisions thereto leading up to or culminating in the final adopted Specification. For the avoidance of doubt, this Agreement, together with the applicable Appendix, will apply to each subsequent version of the Specification without the need for separately executed Appendices for all such subsequent versions of the Specification.
2. **Contributions and Structure.** Contributor must sign an Appendix, referencing and incorporating this Agreement, before submitting any Contribution for approval or incorporation into a Specification by OCP. There will be one or more Appendices attached to this Agreement in the form of the Appendix attached hereto. Contributor may make multiple Contributions by completing and executing an Appendix for each Contribution. Contributor may make Contributions to multiple Specifications through the use of Appendices with different letters indications. Each Appendix will be lettered for each Specification to which the Contributor makes a Contribution (e.g. Appendix A-1, B-1, and C-1 for Contributions to different Specifications), and numbered for each Contribution made to a particular Specification (e.g. Appendix A-1, A-2, and A-3 for multiple Contributions to the same Specification).
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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

[Signatures on Following Page]

Contributor (corporate name): _____

Contributor (contact information):

Email Address: _____

Mailing Address: _____

BY SIGNING BELOW, I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THE OPEN COMPUTE PROJECT LICENSE AGREEMENT ON BEHALF OF THE CONTRIBUTOR NAMED ABOVE, THAT THE CONTRIBUTOR ABOVE IS BOUND BY THE OPEN COMPUTE PROJECT LICENSE AGREEMENT, AND THAT ALL PROMISES MADE HEREIN RELATING TO THE CONTRIBUTIONS OR THE SPECIFICATIONS ARE COMMITMENTS OF THE CONTRIBUTOR.

Signature: _____

Title: _____

Effective Date: _____

OPEN COMPUTE PROJECT FOUNDATION

Accepted by: _____

Title: _____

P.O. Box 82287
Austin, Texas 78708

Open Compute Project Contribution License Agreement

Form of Appendix

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: _____

BY SIGNING BELOW, I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THE OPEN COMPUTE PROJECT LICENSE AGREEMENT ON BEHALF OF THE CONTRIBUTOR NAMED ABOVE, THAT THE CONTRIBUTION AND CONTRIBUTOR ABOVE ARE BOUND BY THE OPEN COMPUTE PROJECT LICENSE AGREEMENT, AND THAT ALL PROMISES MADE HEREIN RELATING TO THE CONTRIBUTION OR THE SPECIFICATION ARE COMMITMENTS OF THE CONTRIBUTOR.

Signature: _____

Title: _____

Effective Date: _____

Open Compute Project Contribution License Agreement

Appendix A-1

Name of Proposed Specification:

Contribution (e.g. Entire proposed Specification, or portion of proposed specification):

Contributor (corporate name): _____

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Title: _____

Effective Date: _____