



2018 OCP Summit Sponsorship Form

This Agreement is made and entered into as of [date] _____ between the Open Compute Project (“OCP”) Foundation and:

Name of Organization: _____

Street Address _____

City _____ State _____ Zip _____

Country _____

Phone _____ Fax _____

Payment Contact: _____

Email _____

Exhibit/Sponsorship Logistics Contact: _____

Email _____

Speaker Logistics Contact (Platinum/Gold/Silver only): _____

Email _____

Website _____

Sponsor Twitter Handle* _____ *for sponsor social media recognition

Sponsorship and Exhibitor Packages for OCP U.S. Summit to be held on March 20-21, 2018 (the “Event”):

Speaking Opportunity + Exhibit

___ Platinum: \$200,000

___ Gold: \$125,000

___ Silver: \$75,000

Exhibit-Only

___ Bronze: \$50,000

___ Copper: \$25,000

___ Start-Up Company: \$15,000

Networking

___ Happy Hour Cocktail Reception: \$65,000

___ Lunch: \$20,000 per day OR

___ Both Days: \$35,000

___ Breakfast: \$15,000 per day OR

___ Both days: \$25,000

___ Day 1 Afternoon Snack: \$10,000

Session Branding:

___ Engineering Workshop: \$20,000 per sponsor OR

___ Buyout \$55,000

A La Carte/Add-ons:

Summit Presence:

___ Power-Up Station: \$20,000

___ Hydration Stations: \$10,000

___ Coffee \$10,000

Summit Giveaways:

___ Lanyards: \$15,000

___ Tote Bag: \$10,000

Tiered Membership Discounts

If you are a Tiered Member, please check the applicable discount based on your company's Tiered Membership status; more information can be found here: <http://www.opencompute.org/community/get-involved/tiered-membership/>. If you have any questions please contact Michael Schill(michael@opencompute.org).

___ Platinum Tiered Member (20%)

___ Gold Tiered Member (15%)

___ Silver Tiered Member (10%)

Total Amount (after discount if applicable): \$ _____

Payment Information: acceptable forms of payment include ACH, wire transfers, credit cards and checks. If paying by check, please make checks payable to:

Open Compute Project Foundation | PO Box 82287 | Austin, TX 78708



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Primary contact regarding sponsorship logistics:

Stephanie Loayza
Phone: 512-765-0333 (cell)
Fax: 512-857-6461
Email: stephanie@opencompute.org

Terms and Conditions:

1. **Payment must be in United States Dollars.** All payments must be made to Open Compute Project Foundation and provided in cleared funds to the bank account provided on the invoice not later than net 30 days of the date of the invoice. All fees are exclusive of all applicable sales, use, value-added and similar taxes, which Sponsor shall pay in addition to the fees at the rate prevailing on the date of the invoice. Payment must be received prior to the event or the sponsorship will be considered invalid. Account must be current to participate.
2. **Sponsor speakers are required to submit their presentation** content for review by the Open Compute Foundation by the date indicated in the prospectus. Failure to submit your content for review by the foundation can result in the loss of your speaking opportunity.
3. **Sponsor is responsible for meeting all deadlines** for delivery of materials and artwork. Past due materials may be excluded from the conference program, signage, and other opportunities included in the sponsors contribution level.
4. **Sponsor is responsible for any shipping and receiving costs** the venue may charge for materials shipped directly to the venue.
5. **Exhibit Locations.** Booth/table location assignments will be selected by the sponsor company on a first-signed, first-served basis, and may be modified by the Foundation due to changes in event layout, venue or other factors.
6. **Restrictions in Operations of Exhibits.** The OCP Foundation and its representatives reserve the right to restrict or remove exhibits which, because of noise, method of operation, materials, or for any other reason, may become objectionable to the reasonable attendee or the venue. In the event of such restriction or eviction, the OCP Foundation is not liable for any refunds, rentals, or other exhibit expenses incurred by the Sponsor.
7. **Care of Building.** The Sponsor shall not injure or deface the walls or floors of the building and the tables, or damage the equipment. Sponsor assumes all liability costs for damage incurred.
8. **Catastrophe.** In the event that because of war, fire, strike, government regulation, public catastrophe, act of God, or other cause, the conference or any part thereof is prevented from being held, or is canceled by the OCP Foundation, the OCP Foundation shall determine any refund to a Sponsor after deducting any expenses incurred by the OCP Foundation but in no case shall the amount of the refund to the Sponsor exceed the amount of the fee paid.
9. **Cancellations** made by the Sponsor 30 days or more prior to the event are liable for 50% of the sponsorship fee or of the cost of equivalent services/equipment if sponsorship is an in kind or a barter arrangement. Cancellations made within 29 days of the event are liable for the entire fee. All cancellations must be made in writing to the OCP Foundation.
10. **Trademarks.** Each party retains all rights and ownership to its own trademarks and must obtain prior approval from the other party for any use of the other party's names or marks for the purpose of marketing, advertising and otherwise promoting participation in and/or sponsorship of (as described in this Agreement) the Event, which approval shall not be unreasonably withheld or delayed. Sponsor shall provide to OCP Foundation any artwork necessary for use of Sponsor's marks, name or logo. Sponsor agrees to abide by, and be bound by, the Open Compute Project Trademark Usage Guidelines, which are available at <http://opencompute.org/participate/legal-documents>, including as this may be updated by OCP Foundation from time to time. At the request of OCP Foundation, Sponsor will provide samples of its uses of OCP Foundation marks.
11. **OCP Copyright License and Release** – For Speakers and Presenters. All Platinum, Gold and Silver sponsorship levels include at least one (1) but up to three (3) speaking opportunities. See sponsorship prospectus <http://opencompute.org/assets/OCP-U.S.-Summit-2018/OCPUS18-DRAFT-Prospectus-v1.r1-web.pdf> for more details. Sponsor speakers and presenters are required, as a pre-condition to speaking or presenting, to sign the OCP Copyright License and Release Agreement <http://opencompute.org/assets/download/01-legal-documents-as-of-october-2016/OCPF-Copyright-License-and-Release-For-Speakers-and-Presenters-FINAL.pdf> and provide to OCP by the date indicated in the prospectus.
12. **Miscellaneous.** This Agreement shall be governed by the internal laws of the State of California without regard to principles of conflicts of laws. Any disputes shall be heard exclusively in the state or federal courts located in California, and both parties consent to the jurisdiction of such courts. Sponsor cannot assign any rights under this Agreement without the prior written consent of the OCP Foundation; any unauthorized assignment is null and void. This is the entire agreement of the parties and cannot be amended or changed except in a writing signed by both parties.



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In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

Sponsor:

By: _____

Print: _____

Title: _____

Open Compute Project Foundation:

By: _____

Print: _____

Title: _____