

COPYRIGHT LICENSE AGREEMENT AND RELEASE

This Copyright License Agreement and Release (“**Agreement**”) is entered into on the date last signed below (the “**Effective Date**”) by and between the Open Compute Project Foundation, a Delaware corporation, (“**OCPF**”) and the Licensor as identified in Exhibit A to this Agreement (“**Licensor**”).

Licensor is scheduled to participate in and/or speak at the OCPF Event as identified in Exhibit A to this Agreement (the “**OCPF Event**”).

Licensor is the owner of and/or has certain rights in or to the work of authorship attached hereto as and/or identified in Exhibit A to this Agreement (the “**Work**”), to be presented, provided or otherwise included in connection with the OCPF Event. OCPF desires to record and/or publish the Work in one or more OCPF publications and/or on OCPF’s website, and Licensor will benefit from OCPF’s recordation of and/or use of the Work as described in this Agreement.

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

1. License and Release.

1.1 Licensor hereby grants to OCPF 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.

1.2 Licensor hereby grants to OCPF a non-exclusive, transferable, royalty free, fully-paid, perpetual, irrevocable, worldwide license to use Licensor’s name, initials, biography, character, likeness, photograph, video, voice, oral and written statements in connection with or regarding the Work and/or the Event, and grants OCPF and its agents, successors and assigns the right to make audio, video, text, and multimedia recordings of Licensor in connection with or regarding the Work and/or the Event (the “Recordings”) and to edit, adapt, composite, mix, remix, morph, scan, duplicate, alter and/or otherwise modify the Recordings, in whole or in part, without any restrictions (also, the “Recordings”), and use such Recordings for any purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization or right of approval.

1.3 Licensor expressly agrees to and hereby does release OCPF and its affiliates, and their officers, directors, employees, agents, successors and assigns (collectively, “Released Parties”) of and from any and all claims which Licensor has or may have arising out of or related to the production, distribution, broadcast, exhibition or any other use or reproduction whatsoever of the Work, the Recordings, and any derivative works thereof, or arising out of use of Licensor’s name, initials, biography, character, likeness, photograph, video, voice, oral and written statements in connection with or regarding the Work and/or the Event. Licensor hereby waives all rights and releases and discharges the Released Parties from, and shall neither sue nor bring any proceeding against any person or entity for, any claims, losses, demands, damages, liability, costs and expenses, including reasonable attorneys’ fees, at law or in equity, which Licensor may now have or may hereafter have by reason of (i) Licensor’s participation in the Event, (ii) the Released Parties’ use of the Work and/or the Recordings, and (iii) the use of Licensor’s name, initials, biography, character, likeness, photograph, video, voice, oral and written statements in connection with or regarding the Work and/or the Event.

2. Ownership of the Work. Except for the foregoing license, as between OCPF 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 OCPF that: (i) Licensor is the sole and exclusive owner of the Work and all intellectual property rights therein, (ii) Licensor has the right and authority to grant the licenses set forth in this Agreement, (iii) Licensor’s Work, and all intellectual property rights therein, and Licensor’s entering into or performing under this Agreement does not violate any agreement Licensor has with any third party or any third-party rights, and (iii) OCPF’s exercise of the licenses set forth in this Agreement will not result in any infringement or violation of any third party’s intellectual property, trade secret, publicity, privacy or other rights.

4. Indemnification. Licensor agrees to indemnify and hold OCPF and its affiliates, and their officers, directors, employees, agents, successors and assigns, (collectively, “OCPF Parties”) harmless at all times from and against any losses, damages, liabilities, settlement amount, costs and expenses (including reasonable attorneys’ fees) incurred by OCPF Parties in connection with any suit, claim or proceeding arising from or related to this Agreement or the parties’ activities contemplated hereunder, including but not limited to (i) any misrepresentation made by Licensor; (ii) any breach of any representation made in Section iii, and (iii) any breach of this Agreement by Licensor.

5. 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 OCPF.

6. 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.

7. Assignment. OCPF may assign this Agreement upon written notice to Licensor.

8. 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 any liability or indemnification arising under Section 4 above.

9. Survival. The rights and obligations of the parties set forth in Sections 3, 4, 6, 8, and 9, as well as any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

10. 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.

11. 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

Licensor: _____

OCPF Event (including date) : _____

The “Work” licensed by this Copyright License Agreement is defined as all materials, documentation and/or presentation performance and content shown, distributed, performed, and/or presented by Licensor in connection with Licensor’s participation in the OCPF Event, including but not limited to any materials or documentation attached hereto.