

Open Compute Project Contribution License Agreement

As of July 13, 2014

This Contribution License Agreement ("Agreement") is entered into between the entity identified in Appendix A ("Contributor"), and Open Compute Project Foundation ("OCP") as of the date set forth in Appendix A ("Effective Date").

1. Definitions.

"Contribution" means the proposed specification or portion thereof submitted by Contributor, as identified in Appendix A.

"Specification" means the proposed specification identified in Appendix A.

- 2. **Contributions**. You must sign this Agreement before submitting any Specification, or portion thereof, for approval by OCP.
- 3. **License.** Contributor hereby grants OCP a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Contribution as part of the Specification, in connection with the specification approval process. The foregoing license is not sublicenseable, however, OCP may allow its committee members, board members, and project leads exercise such license to reproduce and prepare derivative works of the Contributions as part of the Specification, in connection with the specification approval process.
- 4. **Other Rights Reserved**. Contributor hereby reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including without limitation any patent licenses) are granted by implication, exhaustion, estoppel or otherwise.
- 5. **Representations and Warranties**. You represent and warrant that your Contribution is Your original work, except to the extent you may have informed OCP in writing. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 5, THE CONTRIBUTION IS PROVIDED WITHOUT WARRANTY OF ANY KIND, AND OCP ACKNOWLEDGES THAT CONTRIBUTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 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.



Effective Date: <u>09/02/2016</u>

Open Compute Project Contribution License Agreement

Appendix A

Signature Certificate



Document Reference: BENI4JJ372UXY2LLFYMU87





Charles Wuischpard

Party ID: 6KI9ZPJWZ46CHXBRKD5C99

IP Address: 192.55.55.41

verified email: charles.wuischpard@intel.com



Multi-Factor
Digital Fingerprint Checksum

e2f4260885d43bf09d154e492a03522d9214305b



Timestamp	Audit
2016-09-02 11:12:50 -0700	All parties have signed document. Signed copies sent to: Corey Bell and
	Charles Wuischpard.
2016-09-02 11:12:49 -0700	Document signed by Charles Wuischpard (charles.wuischpard@intel.com) with
	drawn signature 192.55.55.41
2016-09-02 11:12:48 -0700	Charles Wuischpard verified email address 'charles.wuischpard@intel.com'
	192.55.55.41
2016-09-02 11:12:28 -0700	Generated Document from Online Form
	OCPContribution-License-Agreement-Final-13-July-2 (OCPContribution-L-299cac).
	- 192.55.55.41
2016-09-02 10:41:49 -0700	Online Form viewed by Charles Wuischpard (charles.wuischpard@intel.com)
	192 55 55 41

