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"**).

WHEREAS, Licensor is the owner of and/or has certain rights in or to the works of authorship identified in Exhibit A, which works may include without limitation (a) materials and documentation submitted by Licensor as part of and/or in support of Licensor's application for OCP's OCP ACCEPTED^(TM) or OCP INSPIRED^(TM) certification, (b) Software Contributions and Other Contributions [as defined in the Open Compute Foundation Intellectual Property Rights Managing Policy ("**IP Policy**")] and/or (c) any other works provided in support of a Specification Contribution (as defined in the IP Policy), provided that such works do not include a Specification Contribution itself (any and all works of authorship identified in Exhibit A hereinafter the **"Work"**).

WHEREAS, OCP desires to copy, distribute, make derivative works of and publish the Work and derivate works thereof, including without limitation 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.

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

1. <u>License</u>. Licensor hereby grants to OCP a non-exclusive, transferable (in accordance with Section 6 below), 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 and derivative works thereof, 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. <u>Ownership of the Work / Other Rights Reserved</u>. 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. Licensor 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.

3. <u>Representations</u>. 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. <u>Term and Termination</u>. 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. <u>Governing Law and Forum</u>. 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. <u>Assignment</u>. OCP may assign this Agreement (a) with the consent of Licensor, not to be unreasonably withheld or delayed, or (b) upon notice, but without such consent, in connection with a merger, acquisition, change of control, or sale of substantially all the assets of OCP. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

7. <u>Mutual Limits on Liability</u>. 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.

7. <u>Entire Agreement</u>. 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.

8. <u>Counterparts and Facsimile Signatures</u>. 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   Address: _____
Austin, Texas 78708   _____

EXHIBIT A

The "Work" licensed by this Copyright License Agreement is defined as:

_____

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