



Open Compute Project (OCP) Software Contributor License Agreement

This Contribution License Agreement (“Agreement”) is agreed to by the party signing below (“You”), and grants certain license rights for Your contributions to Open Compute Project Foundation (“OCP”) projects. This Agreement is effective as of the latest signature date below.

1. Definitions.

“**Code**” means the computer software code, whether in human-readable or machine-executable form, that is delivered by You to OCP under this Agreement.

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“**Submission**” means the Code and any other copyrightable material Submitted by You, including any associated comments and documentation.

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7. Notice to OCP. You agree to notify OCP in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

8. Information about Submissions. You agree that contributions to Projects and information about contributions may be maintained indefinitely and disclosed publicly, including Your name and other information that You submit with Your Submission.

9. Governing Law/Jurisdiction. This Agreement is governed by the laws of the State of Texas, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in Travis County, Texas, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of Travis County, Texas. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens.

10. Entire Agreement/Assignment. This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by OCP.

Please select one of the options below and sign as indicated. By signing, You accept and agree to the terms of this Contribution License Agreement for Your present and future Submissions to OCP.

___ I have sole ownership of intellectual property rights to my Submissions and I am not making Submissions in the course of work for my employer.

Name ("You"): _____
Signature: _____
Date: _____
GitHub Login: _____
Email: _____
Address: _____

___ I am making Submissions in the course of work for my employer (or my employer has intellectual property rights in my Submissions by contract or applicable law). I have permission from my employer to make Submissions and enter into this Agreement on behalf of my employer. By signing below, the defined term "You" includes me and my employer.

Company Name: _____
Signature: _____
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Date: _____
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