



2021 OCP China Day – Sponsorship Contract
Event Dates: July 27, 2021 Venue: Kerry Hotel, Beijing

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

Name of Organization
Address Line 1
Address Line 2
City State/Province/Region Zip/Postal Code
Country Phone
Sponsorship Logistics Contact Email
Payment Contact Email
Website Twitter Handle

Sponsor Packages for the 2021 OCP China Day (the “Event”): **All prices in US dollars**

- Diamond Partner: \$35,000 (3mx3m booth)
Platinum Partner: \$25,000 (3mx3m booth)
Gold Partner: \$8,000 (2mx2m booth)
Silver Partner: \$3,000 (50-inch monitor)
Lanyard Sponsor: \$20,000
Tea Break Sponsor: \$5,000

Total Amount: \$

OCP Contact: Dirk Van Slyke, CMO, dirkv@opencompute.org

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, 13785 Research Blvd, Suite 125, Austin, TX 78750.

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 by OCP. 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. Should the OCP Foundation chose to pivot to a virtual-only event, Sponsor may either cancel and receive a full refund, or chose to participate in the virtual-only event as a sponsor and be partially refunded to match the adjusted cost for a virtual-only event.
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 <https://bit.ly/2QwPmUN> 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 Materials Release. If I am presenting at the OCP Global Summit, I acknowledge that my Presentation and any ancillary materials I provide to OCP in connection with my Presentation, including without limitation any white paper, article, photograph, likeness, or professional biography (together, "Materials") are made available under the Creative Commons Attribution-ShareAlike 4.0 International License found at <https://creativecommons.org/licenses/by-sa/4.0/>, or any later version, and without limiting the foregoing, OCP may make the Materials available under such terms. OCP may exercise its rights hereunder in all forms and media, whether now known or hereafter developed, throughout the world in perpetuity, royalty-free. My authorization and acknowledgement above is irrevocable and extends to OCP and its agents, successors, and assigns. I hereby waive any right to inspect or approve the Recordings. I acknowledge that OCP is under no obligation to use the Recordings, or Materials if applicable, in any manner. I hereby represent that I have the authority to grant the rights and licenses herein. And if I am presenting at the OCP Global Summit, I further represent and warrant that the Materials do not and will not violate the rights of any third party, including without limitation rights in intellectual property. I also represent that, to the extent the Materials include materials owned or created by any third-party, I have obtained permission for its use consistent with the foregoing. I will provide OCP evidence of such permission upon OCP's request.

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.

13. GDPR Policy. OCP will treat all information you provide in accordance with the OCP Privacy Policy posted at <http://www.opencompute.org/privacy/>. This includes cookies and any other information we may collect. By signing this contract, you acknowledge and accept OCP's Privacy Policy and give your consent to the transfer of your personal information to the United States, which may have less protections than your jurisdiction of residence.

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

Sponsor:

By: _____

Print: _____

Title: _____

Date: _____

Open Compute Project Foundation:

By: _____

Print: _____

Title: _____

Date: _____