

OPENPOWER TRADEMARK LICENSE AGREEMENT

This OpenPOWER Trademark License Agreement (this "**Agreement**") is made and entered into by and between the OpenPOWER Foundation ("**OpenPOWER**") and the licensee ("**Licensee**") identified in the Application Approval Statement(s) (defined below).

RECITALS

WHEREAS, the primary mission of OpenPOWER is to create an open ecosystem using the OpenPOWER architecture to share expertise, investment, and validated and compliant server-class intellectual property to serve the new consumption needs of customers that require scale-out capabilities;

WHEREAS, Licensee seeks to obtain a limited license to use certain trademarks owned by OpenPOWER and has submitted one or more license requests to OpenPOWER ("**License Request**") requesting the same, and OpenPOWER has consented to grant Licensee a license to use the trademarks of OpenPOWER that are identified in one or more application approval statements sent to Licensee by OpenPOWER (the "**Application Approval Statement(s)**").

NOW THEREFORE, the parties hereby agree as follows:

1. LICENSE GRANT

1.1 License. OpenPOWER hereby grants Licensee, and Licensee hereby accepts, a world-wide, royalty-free, non-exclusive, non-transferable, non-sublicensable, revocable right to use trademarks and service marks listed in the Application Approval Statement(s) (the "**Licensed Marks**"), solely in connection with the products, services, events, and activities, as the case may be, identified in the Application Approval Statement(s). If Licensee desires to obtain a license to use additional marks or to use marks previously licensed for additional products or purposes, Licensee must submit another License Request in accordance with the Guidelines (defined below); if OpenPOWER issues an additional Application Approval Statement in response to such additional License Request, such additional Application Approval Statement shall automatically become part of this Agreement and shall be governed by its terms.

1.2 Trademark Usage Guidelines. The foregoing license is subject to Licensee's continuing compliance with the Trademark Usage Guidelines ("**Guidelines**") which are available from admin@openpowerfoundation.org and are subject to amendment from time to time by OpenPOWER in its sole discretion. Licensee shall comply with any updated Guidelines within the time periods described in Section 2.

1.3 Updates to Licensed Marks. The Licensed Marks listed in the Application Approval Statement(s) are subject to amendment from time to time by OpenPOWER in its sole discretion. In the event OpenPOWER terminates any of the Licensed Marks, OpenPOWER may, in its sole discretion, replace any such terminated mark with a substitute mark. In the event OpenPOWER modifies or terminates any of the Licensed Marks, Licensee shall comply with any such modification and cease all use of any terminated mark within the time periods described in Section 2.

2. TIME PERIOD FOR COMPLIANCE WITH MODIFICATION OR TERMINATION

If the Guidelines are modified in accordance with Section 1.2, if any Licensed Marks are terminated or modified in accordance with Section 1.3, or if this Agreement is terminated for any reason other than Licensee's breach of its terms, in each such case, Licensee shall comply with any such modifications and cease all use of any terminated

marks (and in the event of termination of this Agreement, Licensee shall cease use of all Licensed Marks) as soon as practicable, but in any event, (a) with respect to Licensee's use of the Licensed Marks on its website and other materials in electronic form, Licensee shall comply with such modification or termination not later than sixty (60) days after the date of receiving notice of such modification or termination and, (b) with respect to physical articles (e.g., printed materials and physical goods) that have already been printed, manufactured, assembled or are already in the process of being printed, manufactured, or assembled as of the date of such modification or termination, Licensee shall have one hundred eighty (180) days after the date of receiving notice of such modification or termination to dispose of such physical articles or alter them to comply with such modification or termination. In the event this Agreement is terminated due to Licensee's breach of its terms, upon termination, Licensee must immediately cease all use of the Licensed Marks.

3. RESTRICTIONS

3.1 Compliance Generally. Licensee represents, warrants, covenants, and agrees that it will use the Licensed Marks solely as provided in this Agreement and in compliance with the Guidelines, and that Licensee will comply with all applicable laws, rules, and regulations in connection with all products, services, websites, materials, marketing, advertising, business activities, and events that the Licensed Marks are used on, in, or in connection with, and will not knowingly violate or infringe any right of any third party in connection with any use of the Licensed Marks.

3.2 Quality Standards and Maintenance. Licensee acknowledges that maintaining a high level of quality for the products, services, and/or events that Licensee provides in order to enhance OpenPOWER's goodwill as symbolized by the Licensed Marks is the essence of this Agreement. Accordingly, Licensee covenants, represents, and warrants that Licensee shall conduct its business operations, including the marketing and selling of its products and services and the operation of its activities and events in compliance with all applicable laws and regulations and in accordance with high quality standards, specifications, and procedures at least equal to those currently used by Licensee.

3.3 Audit Rights. Licensee shall reasonably cooperate with OpenPOWER to facilitate periodic review of Licensee's use of the Licensed Marks and of Licensee's continuing compliance with this Agreement and the Guidelines. If OpenPOWER, in its sole reasonable discretion, determines that any use of the Licensed Marks fails to conform to this Agreement, OpenPOWER shall provide Licensee with written notice of such failure or noncompliance. The Licensee shall have thirty (30) days thereafter to fully correct and remedy any such noncompliance to OpenPOWER's satisfaction. Should the Licensee fail to cure the noncompliance to OpenPOWER's satisfaction within said thirty (30) day period, OpenPOWER may, in its sole discretion, terminate this Agreement in its entirety or terminate the license granted under Section 1 or reduce its scope (including amending the Application Approval Statement(s) to remove certain Licensed Marks or certain authorized purposes) with respect to the uses of the Mark that are noncompliant.

4. IDENTIFICATION AND OWNERSHIP

4.1 Ownership. Licensee agrees and acknowledges that OpenPOWER retains all right, title and interest in and to the Licensed Marks as well as to all combinations, forms, and derivations of the Licensed Marks, and all goodwill associated therewith; and Licensee acknowledges and agrees that any and all goodwill derived from Licensee's use of the Licensed Marks shall inure to the sole benefit OpenPOWER. Except as expressly granted in this Agreement, Licensee shall have no rights in the Licensed Marks. Under no circumstances will