



PostgreSQLFr
Association loi 1901
Carpeaux Diem
13, rue du Square Carpeaux
75018 PARIS FRANCE
Website: <http://asso.postgresql.fr/>

Section 2. Type of Advertising Partnership adopted

The Business adopts the following type of advertising partnership, according to attachment A "Types of advertising partnership for "PG DAY FRANCE 2013" (select the desired options):

- Gold Advertising Partnership
- Silver Advertising Partnership
- Bronze Advertising Partnership

Section 3. Obligations of PostgreSQLFr

PostgreSQLFr undertakes to publicise the brand of the Business as defined in Attachment A on the basis of the type of Advertising Partnership chosen in section 2 of the present contract, by performing the activities and granting the permissions as provided for by this Contract.

It is agreed that the obligation relating to the publicising of the brand as outlined above and the participation of PostgreSQLFr in the event, will constitute the fulfilment of the obligation assumed under the present contract, and excludes an obligation of attaining a determined result.

Section 4. Obligations of the Business

The Business, undertakes to pay an amount equal to EURO⁴⁰⁰....., as compensation for the obligation assumed by PostgreSQLFr, payable to the account registered to "ASSOCIATION POSTGRESQLFR" identified by the following references:

- RIB: **30002 08359 0000070397D 36**
- IBAN: **FR50 3000 2083 5900 0007 0397 D36**
- BIC: **CRLYFRPP**

The payment must be made no later than 30 days from the signing of the Advertising Partnership contract or six weeks prior to the date of the conference, whichever is sooner.

The Business is responsible for bearing the cost of all charges related to the payment transfer.

Section 5. Duration

The present Contract will expire with the fulfillment of all obligations provided for PG DAY FRANCE 2013 and is not renewable, unless the express consent of both parties is given in writing to renew its obligations following the event at the same conditions or the different conditions that might be agreed upon in the renewal agreement.

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For information regarding its goals, subscriptions and the association statutes, please visit the website <http://asso.postgresql.fr/>



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Section 6. Limitation of Liability

Notwithstanding any other clause in this Contract, in no event will either party be liable for any special, indirect, incidental, punitive or consequential damages (including, without limitation, any failure to realise savings or other benefits; any loss of use; or any claims made by or any payments made to any third person), any loss of revenue or profits, any loss and/or damage arising from or in connection with a virus, or any loss of data and/or damage arising therefrom or relating thereto, in each case arising from or in connection with this Contract, whether in an action based on contract, tort or any other legal theory, whether or not the party has been notified of the possibility thereof.

Notwithstanding any other clause in this Contract, in no event will either party's total aggregate liability for any damages arising from or in connection with this Contract, whether in actions based on contract, tort or any other legal theory, and whether or not the party has been notified of the possibility thereof, exceed the amount of loss incurred by PostgreSQLFr based on commitments made in good faith reliance on this Contract, such amount not to exceed the cost of the agreed type of partnership.

Section 7. Assignments

Neither party may assign this Contract or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, and any such assignment in violation of this Section shall be void, except that the transfer of this Contract or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section. This Contract shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns.

Section 8. Governing Law

This Contract is made under, and in all respects will be interpreted, construed, and governed by and in accordance with, the laws of France without regard for its choice of law provisions. Both parties hereby consent to the exclusive jurisdiction of the French courts and expressly waive any objections or defence based upon lack of personal jurisdiction or venue.



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ADVERTISING PARTNERSHIP CONTRACT FOR THE EVENT "PG DAY FRANCE 2013"

BETWEEN

The Business ^{2nd} *Quadrant* (referred to as the Business),
with headquarters in *13, avenue des Pyrénées 31810 Vermeil*
VAT Number *FR 85522293000*
in the name of its legal representative *DIMITRI FONTAINE*

AND

The association **POSTGRESQLFR** with headquarters at Carpeaux Diem, 13 rue du Square Carpeaux, 75018 PARIS FRANCE, referred to as PostgreSQLFr.

CONSIDERING

1. that PostgreSQLFr carries out its non profit activity of voluntary service for the promotion, the development and the protection of the Open Source database software known as 'PostgreSQL', in accordance with its statutes;
2. that the Business entered into this contract ("Contract") of advertising partnership with PostgreSQLFr in order to promote awareness of their own brand with the aim of increasing sales of goods/services it produces and markets;
3. that the Business has read the **attachment A** "*Types of advertising partnership for PG DAY FRANCE 2013*";
4. that the Business undertakes to supply to PostgreSQLFr its brand according to the type of Advertising Partnership established at section 2 of the contract as defined in Attachment A;
5. That PostgreSQLFr will organise an international event in Nantes, FRANCE, on June 13th, 2013 called PG Day France 2013.

Section 1. Preamble

The preamble forms an integral part of the contract.

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Section 9. Complete Contract

The parties agree that this Contract and all attachments attached hereto are the complete and exclusive statement regarding the subject matter and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Contract. This Contract may not be changed except in writing and signed by both parties. Each of the provisions of this Contract is severable from all of the other provisions. The invalidity or unenforceability of any provision will not affect or impair the remaining provisions, which will continue in full force and effect.

Intending to be legally bound, the parties have executed this Contract by their duly authorised representatives.

Signature on behalf of the Business	Signature on behalf of PostgreSQLFr
Date..... 2 mai 2013	Date.....