



Rimpau.org a non-profit Organisation

Rimpau.org
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SPONSORSHIP AGREEMENT

DATE: _____

BETWEEN: Rimpau.org _____ (Sponsor)

_____ (Sponsee)

PROPOSED PROGRAM/PROJECT:

TERMS OF AGREEMENT:

1. The Sponsor agrees to grant the Sponsee the following sponsorship rights:
The use of a sponsored web hosting package as described in
www.rimpau.org/sponsor/.

a) While some parameters of this package may vary due to technical changes the following can be guaranteed:

- 100 Gigabytes (GB) monthly Traffic
- 200 Megabytes (MB) of Web space
- unlimited sub domains (Domain not included)
- 2 FTP accounts
- 1 MySQL Database
- 100 Email Addresses (POP3 / IMAP)
- Webmail
- 2 Auto responder
- SSH Access
- Plesk™ 8.0 Domain Management with SpamAssassin™
- 100% FTP Backup
- Cron Jobs

PHP 4 and 5, Perl
Statistics and Log files

- b) The Sponsor will carry all the costs associated with the regular hosting of this package for the entire duration of the sponsorship. There will be no costs to the Sponsee should the sponsorship be terminated. Excluding cost incurred by misuse, there will be no costs to the Sponsee.
 - c) The web space is regularly maintained and backed up. This is done as courtesy and does not signify a guarantee. Back ups of any data hosted on the sponsored packages is the responsibility of the Sponsee. Rimpau.org does not take responsibility for any loss of data or cost due to loss of data and/or service.
 - d) Rimpau.org will provide technical advice relating to the status and features of the package via email (sponsor@rimpau.org). Rimpau.org can only provide technical advice in relation to the package and the Sponsee recognises that all support is non-professional. Rimpau.org will not take responsibility for any damages resulting from rendered technical advice.
2. The sponsorship will be for a period of 2 years beginning on the 1st of the month following the agreement. The agreement will be automatically extended at the end of the 2 year period unless either party chooses to cancel it 14 days prior to this date.
3. The Sponsee agrees to conform to the following guidelines:
- a) On the website: A logo, as described in www.rimpau.org/sponsor/logo with a link to Rimpau.org must be clearly visible on at least 1 page of the web site. A written acknowledgement in the credits of said project or program should be included in the Setup/Instructions/Documentation crediting Rimpau.org. The logo and the credit must be in appropriate context and should not be misleading in any way. The position of the logo and credit is subject to approval by Rimpau.org.
 - b) The Sponsored Project must be to the benefit of all. Software must be in the Open Source domain, sponsored Clubs must offer membership to all persons.
 - c) The Sponsee must agree not to partake in any illegal or immoral behaviour. This includes but is not limited to the misuse of the sponsored web space. Spamming, hosting illegal files or any other use illegal in Europe or deemed immoral by Rimpau.org will result in immediate termination of said sponsorship and the suspension of the offered package. The hosting or distribution of pornographic material, other offensive material and copyrighted files is expressly forbidden.

- i) Rimpau.org will not be responsible for the content and data hosted by the Sponsee. Sole responsibility lies with the Sponsee.

- 4. This agreement is specific to the proposed project. The package may only be used to host files related to it. It is however acceptable to host files that are related in a more extended fashion, for examples other programs by the same developer or some personal information about the developer as long as there is no gross disparity in the information provided.

- 5. In the event of a dispute that the parties themselves cannot resolve, the parties agree to refer the matter to an independent arbitrator appointed by mutual agreement.
 - a) If the parties cannot agree on an arbitrator, or both parties do not agree with the decision of the arbitrator appointed, the agreement may be terminated in the following manner:
 - i) If the breach is one that can be rectified, then the non-breaching party can request in writing that the breach be rectified in 14 days. If the breach is not rectified within that time, the non-breaching party may terminate the Agreement immediately.
 - ii) If the breach is one that cannot be rectified, the non-breaching party may terminate the Agreement by giving 14 days written notice of their intention to terminate.
 - b) If either party goes into liquidation, is wound up, dissolved (except for the purpose of reconstruction or amalgamation), enters into a scheme of arrangement or is placed under official management or in receivership, the other party may terminate the Agreement by giving 14 days written notice of their intention to terminate under the clause.
 - c) In the event of a termination under this Agreement, each party's rights and liabilities will cease immediately but the termination shall not affect a party's rights arising out of a breach of this agreement by the other party.

- 6. Where one party is unable to carry out its obligations under this agreement due to circumstances beyond its control or which it could not have prevented, those obligations are suspended whilst those circumstances continue, provided the other party is notified and the first party uses its best endeavours to overcome the circumstances preventing its obligations from being carried out.

- 7. The Sponsee is obligated to indemnify the Sponsor for any claims arising from any breach of the agreement or any breach of law.

8. The terms and conditions of this agreement shall not be disclosed to any third parties without the prior written consent of both parties.
9. The jurisdiction of this agreement is Karlsruhe, Germany.
10. The rights of either party under this agreement shall not be transferable or assignable either in whole or in part.
11. Should some regulations of this contract be void or invalid or should become invalid or should there be a gap this should not influence the efficacy of the contract. The void, invalid or incomplete regulation is, if need be, to replace in the way of the contract interpretation respective contract completion and that in a form which comes up nearest to the objective.

Signed:

_____	_____
The Sponsor	The Sponsee
_____	_____
Title	Title
_____	_____
Date	Date

(v. Jan. 07)