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## **PG Day France 2023**

Partnership Contract

Association PostgreSQLFr

## PARTNERSHIP CONTRACT FOR THE EVENT “PG DAY FRANCE 2023”

The Business .....(referred to as the Business), with headquarters in .....,  
....., having  
the VAT number ....., in the  
name of its legal representative .....

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 2023”;
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 Montpellier, FRANCE, in June 2023 called “PG Day France 2023”.

### Section 1. Preamble

The preamble forms an integral part of the contract.

### 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 2023” (select the desired options):

- ☐ PARTNER Advertising Partnership
- ☐ SUPPORTER 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 EUROS ....., as compensation for the obligation assumed by PostgreSQLFr, payable to the account registered to "ASSOCIATION POSTGRESQLFR" identified by the following references:

- IBAN: **FR7616958000015273381296638**
- BIC: **QNTOFRP1XXX**

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 2023 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.

### 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.

## **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.

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Signature on behalf of the Business

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Date.....

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Signature on behalf of PostgreSQLFr

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Date.....

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## ATTACHMENT A - Types of Advertising Partnership for “PG DAY FRANCE”

### PARTNER

As a PARTNER, the Business will be entitled to the following promotional opportunities:

- Prominent inclusion of the Business' logo and a link to the Business' **website** on the official conference website (the logo to be provided by Business see Providing Logos and Promotional Material).
- Prominent inclusion of the Business' logo in the introduction of the **videos** recorded during the event (the logo to be provided by Business).
- Inclusion of a promotional video clip on the main screen during the conference breaks. The duration of the video clip must not exceed 60 seconds (the video clip to be provided by the Business).
- Four free attendee passes for the conference within the limit of available seats.
- Inclusion of two small Business promotional giveaway in the conference packs for registered attendees, such as a pen, USB memory stick or pin (the giveaway to be provided by Business).
- The opportunity to include corporate signage up to a size of 2 metres high by 1 metre wide at the front of one lecture room (the signage to be provided by Business, location to be determined by PostgreSQLFr).
- A desk in the exhibitors area of the conference for the promotion of the Business' products or services. At its desk, The Business will have the opportunity to distribute promotional material and promotional giveaway (the giveaway and material to be provided by Business).
- Permission for the Business to use the following endorsement: “Gold Partner of PG DAY FRANCE 2023” on the Business' website or in any promotional materials or press releases that the Business sees fit.

**Cost for PARTNER opportunities, as described above, is 3000 €.**

### SUPPORTER

As a Silver partner the Business will be entitled to the following promotional opportunities:

- Prominent inclusion of the Business' logo and a link to the Business' website on the first page (“home page”) of the official conference website (the logo to be provided by Business see Providing Logos and Promotional Material).

- Inclusion of a promotional video clip on the main screen during the conference breaks. The duration of the video clip must not exceed 60 seconds (the video clip to be provided by the Business).
- Two free attendee passes for the conference Within the limit of available seats.
- Inclusion of one A4 or Letter sized pages of the Business' promotional material upon the entry desk of the conference. (the paperwork to be provided by Business).
- Inclusion of one small promotional giveaway upon the entry desk (the giveaway to be provided by Business).
- Permission for the Business to use the following endorsement: “Silver Partner of PG DAY FRANCE 2023” on the Business' website or in any promotional materials or press releases that the Business sees fit.

**Cost for SUPPORTER opportunities, as described above, is 750 €.**

### **Providing Logos and Promotional Material**

Logos and promotional materiel must be submitted prior to June 8th, 2023.

Logos will be sized and positioned based on the partnership level. Logos may be arranged in any way within each partnership group. The Business shall be the only party responsible for the quality of the materials provided to PostgreSQLFr. All artwork to be printed or used by PostgreSQLFr shall be provided in a convenient interchange format (such as TIFF, PNG, EPS, SVG) with sufficient quality and definition. Logo images must have a transparent background for inclusion on the conference website and in the conference booklet.