

**Master Sponsorship Agreement**

## concluded by and between

## **[company name]** (registered office: […]; company registration number: […]; tax number: […]); as sponsor **("Sponsor”)** and

**Aptira Europe Kft.** (1053 Budapest Kossuth Lajos u. 7-9.; Cg. 01-09-208055; bank account number […]; tax number: 25317310-2-41; represented by Márton Kiss, managing director („**Organiser**”; Sponsor and Organiser collectively: the ”**Parties**”)

on the date written below and under the following terms and conditions (“**Agreement**”):

# 1. Preamble

## Organiser is part of the Aptira group, the leading provider of OpenStack services delivering cloud and software defined infrastructure, consultancy and solutions.

## Organiser on the grounds of exististing agreements with the Openstack Foundation aims to continuously organise events to create a platform and opportunity to professionals to meet with IT leaders, telco operators, cloud administrators and application developers who are building the future of cloud computing.

## Sponsor is interested in supporting OpenStack Events to gain publicity and networking benefits, and Sponsor is willing to contribute to the organizing of OpenStack Events by providing financial support.

# Subject matter

## This Agreement is intended to define general terms and conditions of sponsorship by the Sponsor applicable to sponsoring of any OpenStack Events organized by the Organiser (an „**Event**”). Organiser and Sponsor may time to time enter into specific arrangements to define specific terms of provision of support of any upcoming Event („**Individual Sponsorship Terms**”), which Individual Sponsorship Terms shall be based on and subject to the Sponsorship Catalogue attached in Annex 1 hereto (which Sponsorship Catalogue describes the detailed rights and obligations of the Parties in connection with the sponsorship of Events („**Sponsorship Catalogue**”)), and shall be mutually signed and enclosed as Annex 2 to this Agreement.

## Under this Agreement, Sponsor agrees to support the Event by means of paying the sponsorship fee (“**Sponsorship fee**”) defined in the relevant Individual Sponsorship Terms („**Sponsorship**”) and Organiser agrees to provide services to Sponsor defined in the relevant Individual Sponsorship Terms by reference to the Sponsorship Catalogue, as an offset of the Sponsorship.

# Intellectual property

## Each Party’s respective names, logos, trademarks, trade names, domain names and other indicia shall be referred to as its „**Marks**”.

## Organiser may use Sponsor’s Marks only in connection with promotion, publicity of and reports about Events, including in electronic and printed materials, and subject to further usage restrictions, if any, as defined in the Individual Sponsorship Terms („**License**”). Such License shall be royalty free, non-exclusive and may be sublicensed to the OpenStack Foundation. For the avoidance of doubt, termination of this Agreement for any reason does not preclude Organiser from using the Marks for purposes of materials of past Events which were sponsored by the Sponsor.

## Organiser agrees to comply with Sponsor’s ongoing written instructions and supervision with respect to its Marks communicated to Organiser, including (i) the context in which the Marks are used; (ii) the substitution of a newer version of a Mark for a version previously authorised (where applicable); (iii) the size, colour, and graphic quality of the display of the Marks; and (iv) all other matters within the reasonable discretion of the Sponsor, provided that such instructions and supervision is provided by the Sponsor to the Organiser in due time without unduly hindering preparations for, and without jeopardizing successful launch of, the relevant Event.

## If the instructions of Sponsor would materially hinder the preparations for or jeopardize successful launch of an upcoming Event, Organiser may act without the instructions and supervision of Sponsor, however Organiser shall make its best efforts to comply with such instructions as soon as practicable.

## Sponsor reserves all rights in it’s Marks including any non-English version of such Marks. Organiser’s use of Sponsor’s Mark shall inure to the benefit of Sponsor.

## Sponsor may use the OpenStack Marks only as permitted by the Openstack Trademark Usage Policy (<https://www.openstack.org/brand/openstack-trademark-policy/>.)

3.7 Sponsor is permitted to use Organizer’s Mark only to indicate the identity of the organizer of an Event sponsored by Sponsor. All other rights of the Organizer in connection with its Marks are reserved.

# Obligations

## Organiser agrees to perform the activities defined in the Individual Sponsorship Terms in accordance with the Sponsorship Catalogue attached to this Agreement.

## Sponsor shall pay the Sponsorship fee defined in the Individual Sponsorship Terms in accordance with Section 5 below.

## Sponsor agrees to comply with the OpenStack Foundation Community Code of Conduct (<http://www.openstack.org/legal/community-code-of-conduct/> and with the relevant regulations of the Hungarian Civil Code (Act No. V of 2013) with respect to Sponsor’s participation in the Event.

# terms of PAYMENt

## Sponsor shall transfer the amount of the Sponsorship fee with respect to an Event to Organiser’s bank account defined below, thirty (30) days after the the mutual signature of the relevant Individual Sponsorship Terms concerning such Event.

Name of the bank: Raiffeisen Bank Zrt.

Beneficiary of the bank account: Aptira Europe Kft.

Bank account number: 12010501 - 01518540 – 00100005

IBAN number: HU37 1201 0501 0151 8540 0010 0005

SWIFT code:UBRTHUHB

## The amount of the Sponsorship fee is deemed to be paid by the Sponsor on the day the bank debits the Sponsor’s bank account with the amount of the Sponsorship fee.

## If Sponsor fails to pay an amount when due, Organiser may charge statutory late payment interest on overdue amount.

## If any amount becomes past due by more than thirty (30) days, Organiser may bring legal action to collect such overdue amount, and Sponsor shall be liable for Organiser’s reasonable costs of collection, including collection agency fees, court costs, and reasonable attorney fees.

## Parties agree that, with respect to any Event, Section 3.3 and 4.3 is subject to full payment of the Sponsorship fee at least fifteen (15) days before the starting date of the relevant Event. For the avoidance of doubt, Sponsor acknowledges that its failure to pay the full amount of the Sponsorship fee no later than fifteen (15) days before the starting date of the Event, Organizer may prohibit Sponsor to enter the Event.

# Privacy

## Sponsor is permitted to actively engage in contacting attendees of the Events. To the extent Sponsor collects personally identifiable information (personal data) from attendees of an Event, it must process such data in accordance with the Act CXII of 2011 on Informational Self-Determination and Freedom of Information, in particular in compliance with rules requiring provision of proper information about the purpose and ways of using the collected personal data and observing rules concerning direct marketing.

## Parties may produce audio or video recording of an Event subject to compliance with data protection and privacy laws and acknowledge that audio or video recording may be produced by any attendees of an Event.

# Cancellation and termination

## This Agreement shall become effective upon its mutual signing by the Parties and shall remain in effect until terminated by either Party on written notice. Termination of this Agreement shall not suspend the effectiveness of any agreed Individual Sponsorship Terms; each Sponsorship shall remain in effect for the period of the Event stated in the relevant Individual Sponsorship Terms.

## Sponsor may cancel its Sponsorship of an Event by giving written notice to Organiser, provided that Sponsor’s cancellation does not relieve Sponsor of its obligation to pay the Sponsorship fee agreed in the relevant Individual Sponsorship Terms.

## If Sponsor cancels the Sponsorship sixty (60) days or more prior to the date of an Event, Organiser will use reasonable efforts to remove Sponsor’s Marks from such Event’s publicity and other materials.

## If Sponsor fails to pay the Sponsorship fee, and such failure is not remedied within 15 days upon written notice by the Organiser, Organiser may terminate the relevant Sponsorship and/or this Agreement and may demand compensation of its reasonable expenditures related to solicitating a replacement sponsor providing support in a comparable amount.

## Each party may terminate this Agreement with immediate effect if the other party violates a term or the terms of this Agreement and fails to cure such breach within five (5) days of the other party’s written notice.

## Upon termination of this Agreement by Sponsor for reasons attributable to Organiser, Organiser shall cease use of the Sponsor’s Marks as promptly as practicable [and Organiser shall redeem 50% of the Sponsorship fee paid by the Sponsor in connection with an upcoming Event which has not been started yet]. Upon termination on any other grounds, Organiser may continue to use the Marks regarding the Event in the Sponsorship Catalogue and no Sponsorship fee may be redeemed.

# LIABILITY

## Sponsor acknowledges that the Event premises are not owned or controlled by organiser and agrees the Organiser is not liable for theft, damage or loss of Sponsor’s property or injury to any Sponsor personnel, except to the extent such loss results from Organiser’s own negligence or misconduct.

## Neither Party shall be liable to the other for any lost revenue, profit or business oportunity, or any indirect, consequential, incidental, or special loss, or damage in connection with this Agreement or an Event.

## Except for Sponsor’s indemnification obligations, each Party’s entire liability in connection with an Event shall be limited to an amount equal to the cost Organiser would incur to procure a reasonable substitutite for that value from a third party.

## Neither Party shall be liable for any failure of or delay in the performance of their respective obligations under this Agreement (other than payment obligation) to the extent such failure or delay is due to circumstances beyond its reasonable control, including (without limitation) any act of God, fire, casualty, flood, earthquake , wars, civil disturbances, lockout, epidemic, insurrection, accidents, insurrections, blockades, storms, explosions or any other cause beyond the reasonable control of the party invoking this section.

# miscellaneous provisions

## Notices shall be given via electronic mail to the contact persons stated below:

## On behalf of the Organiser: Kiss Mártonmanaging directortel: (+36) 20 273 3115email: marton@aptira.com

On behalf of the Sponsor:
name:
title:
tel:
email:

## If any provision of this Agreement is declared invalid as contrary to law, the remaining provisions hereof shall continue to remain in full force and effect and the Parties shall make their best endeavours to mutually agree to a replacement provision to substantially the same effect.

## The laws of Hungary will govern any claim, controversy, or other dispute arising out of or relating to (i) the Agreement, or (ii) the interpretation or enforcement of the Agreement.

## Exclusive venue for all disputes arising out of the Agreement shall be brought before a court in Hungary and each party agrees not to bring an action in any other venue.

## This Agreement supersedes all prior oral or written understandings, representations, communications and agreements between the parties and constitutes the final and entire agreement of the Parties regarding the subject matter of this Agreement and is accurately reflects the mutual understanding between them.

Annexes:

Annex 1 – Sponsorship Catalogue

Annex 2 – Individual Sponsorship Terms (per Event)

## Dated: dd/mm/yyyy

**Aptira Europe Kft.**

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Kiss Márton
managing director

**[Sponsor]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

name:

title: