



EUROPEAN SOFTWARE CONFERENCE

Nov 07 – 08 2009; Berlin, Germany

Sponsor contract

_____ Superb Sponsor, 3.500 € (Euro)
_____ Premiere Sponsor Euro 1.700
_____ Supporting Sponsor Euro 770
_____ Standard Sponsor Euro 300
_____ Additional sponsoring option(s)
(please specify _____)

_____ Enclosed is our check for Euro _____ made payable to Rainer Maeder (ESWC e.V.)
_____ We have paid online Euro _____ on _____ 200__.

3. Company Liaison: Name of person in charge of sponsorship to whom communication will be made concerning Sponsor items. (Include email address and telephone number if different than below):

INSTRUCTIONS:

1. Please read both pages of this contract carefully and print or type all information requested.
2. Complete and sign original copy and remit total to:
ESWC e.V. c/o Rainer Maeder
Hauptstr. 184
50226 Frechen
Germany (Fax + 49 721 - 151 - 575954)
Please make checks payable to
Rainer Maeder (ESWC e.V)

Enclosed is the full payment for sponsorship. The undersigned agrees to the following provisions: If Sponsor cancels its participation in the conference, such cancellation shall be considered a default on its part and any monies paid hereunder shall be retained by the ESWC e.V. as liquidated damages.

**The SPONSOR AND THE
ESWC e.V. SHALL BE BOUND BY THE TERMS AND CONDITIONS**

for Sponsorship which has been received and considered as part of this agreement.
The undersigned agrees to the following provisions 1-5:

COMPANY/ORGANISATION:

MAILING
ADDRESS: _____
CITY: _____
STATE/PROVINCE: _____
POSTCODE: _____
COUNTRY _____
TELEPHONE: _____ FAX _____
EMAIL: _____

Legal contract for sponsorship of the ESWC 2009 – as accepted by payment

BY: _____
DATE: _____
NAME: _____
TITLE: _____
SIGNATURE _____

PLEASE READ THE FOLLOWING CONTRACT FOR TERMS AND CONDITIONS

1. PURPOSE OF CONFERENCE

The ESWC e.V. is organised to provide a gateway to facilitate sharing information between software developers and vendors. As such, they sponsor conferences such as the European Software Conference as a means of providing a springboard for dialogue.

The main purpose of this conference is educational.

Thereby the European Software Conference serves as a springboard to develop the relationships between developers, companies that distribute software products, and companies that provide services to software developers.

2. INDEMNITY AND LIMITATION OF LIABILITY

The Sponsor or the officers, agents, or other representatives shall not be held liable for any damage, loss, harm or injury to the person or property of the ESWC e.V. or any of its visitors, officers, agents, employees or other representatives resulting from theft, fire, water, accident or any other cause. The Sponsor shall indemnify, defend and protect the ESWC e.V. and save the ESWC e.V. harmless from any and all claims, demands, suits, liability, damages, loss, costs, Attorneys fees and expenses of any kind which might result from or arise of any action or failure to act on the part of the Sponsor or its officers, agents, employees or other representatives.

It is the responsibility of the Sponsor to maintain proper insurance coverage for its property and liability. If Sponsor cancels its participation in the conference, such cancellation shall be considered a default on its part and any money paid hereunder shall be retained by the ESWC e.V. as liquidated damages.

3. OBSERVANCE OF LAWS AND REGULATIONS

Sponsor shall abide by, accept and observe full responsibility and liability for respecting all laws, rules, regulations, and ordinances of any applicable government authority and all rules of the conference venue.

This includes the explicit right of the ESWC e.V. to forbid any parallel conference or seminar meeting not announced and agreed upon by written consent available to both parties which is deemed not adequate to the quality of the conference or de facto withdrawing participants to a different location determined by a sponsor or vendor. A special provision concerns the establishment as payment processor. If a sponsor is a payment processor it maybe be requested whether the ESWC e.V. is willing to admitt him as a payment service for registrations and other services offered by the ESWC e.V. only if the sponsor has committed himself as Premiere Sponsor or higher. Lists of participans shall not be demandable by any individual or sponsor. It is within the right of the ESWC e.V. to set conditions concerning any data transfer of that kind in accordance with the individual participant and in line with the European laws for protecting private data.

4. CANCELLATION OR TERMINATION OF SPONSORSHIP

If because of war, fire, strike, Conference facility construction or renovation project, government regulation, public catastrophe, Act of God, or public enemy or other cause beyond Legal contract for sponsorship of the ESWC 2008 – as accepted by payment the control of the ESWC e.V., the Conference or any part thereof is prevented from being held, or is canceled by the ESWC E.V., the ESWC E.V. in its sole discretion shall determine and refund to the Sponsor Its proportionate share of the balance of the aggregate fees received which remains after deducting expenses incurred by the ESWC E.V.. In no case shall the amount of refund by Sponsor exceed the amount of the sponsor fee paid.

5. AGREEMENT TO TERMS, CONDITIONS AND RULES

Sponsor agrees to observe and abide by the foregoing Terms, Conditions and Rules and by such additional Terms, Conditions and Rules made by the ESWC E.V. from time to time for the efficient or safe operation of the Conference, including but not limited to those contained in the contract. In addition to the ESWC E.V.'s right to withdraw its acceptance of this Application/Contract, the ESWC E.V. in its sole judgment, may refuse to consider for participation in future conferences Sponsors who violate or fail to abide by all such Terms, Conditions, and Rules. There is no other agreement or warranty between the Sponsor and the ESWC E.V. except as set forth in this document. The rights of the ESWC E.V. under this contract shall not be deemed waived except as specifically stated in writing and signed by an authorized representative of the ESWC E.V. The exclusive place of any court action on all legal disputes and claims from all sides, disregarding the origin or headquarters of one of the parties is the German registering court of the ESWC e.V. of Bruehl under German jurisdiction.