

POCO C++ Libraries Project Sponsorship And Support Agreement

Version 0.9.1

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Preamble

This sponsorship agreement (“AGREEMENT”) is a legal agreement between You, the “SPONSOR” (or “CLIENT”, regarding support services), and Applied Informatics Software Engineering GmbH (“APPLIED INFORMATICS”), the original developer and current maintainer of the POCO C++ Libraries (the “SOFTWARE”) project (the “PROJECT”).

The POCO C++ Libraries (POCO stands for PORTable COmponents) are open source C++ class libraries that simplify and accelerate the development of network-centric, portable applications in C++. The libraries are provided by APPLIED INFORMATICS free of charge, under the Boost Software License (reproduced in Attachment A), an Open Source license.

Under this agreement, SPONSOR agrees to fund the ongoing and future development of the POCO C++ Libraries, and APPLIED INFORMATICS agrees to use the funds received from SPONSOR exclusively for software development activities within the POCO C++ Libraries project, as well as related activities, such as maintaining source code repositories, project websites, support forums and defect tracking databases. APPLIED INFORMATICS will also provide SPONSOR with commercial-level developer support for SOFTWARE under this AGREEMENT.

1 Sponsorship Agreement

1.1 Responsibilities And Obligations Of APPLIED INFORMATICS

A. Software Development and Maintenance. APPLIED INFORMATICS shall ensure the ongoing development and maintenance of SOFTWARE, to keep SOFTWARE in commercial-quality shape and form. This includes providing timely fixes to reported issues, as well as implementing new features, as requested by SPONSOR or other users of SOFTWARE.

B. Staffing. APPLIED INFORMATICS shall recruit and employ as many software developers for as many hours as can be reasonably achieved using the funds received under this or similar agreements. So that development and support for SOFTWARE will not be interrupted by the disability or withdrawal of any one software developer, APPLIED INFORMATICS will, given sufficient funding, keep at least two knowledgeable and competent software developers on staff.

C. Direction and Oversight. APPLIED INFORMATICS staff shall coordinate the activities of all developers working on and contributing to SOFTWARE and shall publish from time to time a roadmap of proposed future changes and enhancements to SOFTWARE. Furthermore, APPLIED INFORMATICS staff shall review all changes to the SOFTWARE source code and take responsibility for the quality and correctness of those changes.

D. Code Quality. APPLIED INFORMATICS staff shall at all times keep the SOFTWARE source code well commented and documented and clearly structured and organized, in accordance with the Style Guide published on the PROJECT website, so that an experienced and competent programmer can understand it and support it after no more than a few months of study.

E. Backwards Compatibility. APPLIED INFORMATICS recognizes that SOFTWARE is used in mission-critical applications and therefore shall work diligently to ensure continuing bug-free correct operation and backwards compatibility with prior releases.

F. Test Coverage. APPLIED INFORMATICS shall maintain test suites for SOFTWARE such that sufficient source code coverage is provided.

G. Website. APPLIED INFORMATICS shall maintain the PROJECT website at <http://pocoproject.org/> in good working order and all SOFTWARE source code shall be made freely available at such website.

H. Source Code Repositories. APPLIED INFORMATICS shall maintain copies of all SOFTWARE source files and documentation, current and historical, at two separate locations, such that one repository is located in Europe, and the other repository is located in the United States of America.

I. Mentorship. APPLIED INFORMATICS shall work to encourage independent programmers from around the world to become familiar with

SOFTWARE internals so that there will be a pool of talent able to support SOFTWARE in the future.

J. SOFTWARE Licensing. APPLIED INFORMATICS shall make the SOFTWARE available under the terms and condition of the Boost Software License 1.0.

K. Support. APPLIED INFORMATICS will provide technical assistance and support to software developers of SPONSOR under the terms and conditions set forth in Section 2 of this AGREEMENT.

L. Use Of Funds. APPLIED INFORMATICS shall use the funds provided hereunder solely for the development and maintenance of SOFTWARE as set forth in this AGREEMENT. Interest on funds received in advance and held in trust will be reinvested and used for the same purposes as the principal.

M. Audits. APPLIED INFORMATICS shall keep and maintain complete and accurate records of the use of development funds provided by SPONSOR and shall allow SPONSOR, or its representative, a certified public accountant mutually acceptable to APPLIED INFORMATICS and SPONSOR, during office hours and at reasonable intervals, no more than once every 12 months, to inspect and make extracts or copies of such records solely for the purpose of ascertaining APPLIED INFORMATICS' compliance with the objectives and requirements of this AGREEMENT.

1.2 Responsibilities And Obligations Of SPONSOR

A. Funding. SPONSOR shall provide funding for the ongoing development, support and maintenance of SOFTWARE as set forth in Attachment D.

B. Copyright. SPONSOR acknowledges that SOFTWARE source code and documentation published on the PROJECT website is copyright by APPLIED INFORMATICS and individual contributors and that nothing in this AGREEMENT shall change that fact.

1.3 Benefits Of SPONSOR

A. Sponsor Acknowledgement. SPONSOR will be recognized at the PROJECT website with a logo and/or a brief acknowledgement of their contribution to the project.

B. Technical Support. Software developers of SPONSOR receive support from APPLIED INFORMATICS under the terms and conditions set forth in Section 2 of this AGREEMENT.

2 Support Agreement

2.1 Scope Of Support Services

A. Technical assistance and support services provided by APPLIED INFORMATICS under this AGREEMENT include:

- software maintenance releases and updates,
- feature-usage assistance and operational advice, and
- troubleshooting and problem diagnosis.

B. A contact person at CLIENT, whose name will be specified at contract initiation but can be changed by written correspondence including e-mail or fax, will open a support case by phone call, sending an e-mail or through the contact form on the APPLIED INFORMATICS website. Upon closing a support case APPLIED INFORMATICS will provide feedback via e-mail to the contact person. If the contact person does not respond within 5 business days, the support case is closed.

C. The technical contact persons at APPLIED INFORMATICS are available between 9.00 and 16.00 CET (Central European Time or Daylight Saving Time, whichever applies) on business days, except public holidays in Austria.

2.2 Contact Persons

A. APPLIED INFORMATICS will provide one (1) technical contact person for supporting software developers of CLIENT with the SOFTWARE. This contact person will support up to the agreed upon number of named contact persons at CLIENT. APPLIED INFORMATICS is entitled to change the contact person at any time, at its discretion.

2.3 Support Terms and Conditions

A. APPLIED INFORMATICS shall apply the guidelines mentioned in Attachment B to support issues, which have been reported to APPLIED INFORMATICS accordingly, and shall apply the features mentioned in Attachment C according to the sponsorship level purchased by CLIENT.

B. The guidelines have only directing character. The included services are performed at the discretion of APPLIED INFORMATICS. On execution the technical circumstances and consequences of the particular case are normative.

C. The guidelines are based on the assumption that the issue can be reproduced at APPLIED INFORMATICS. If APPLIED INFORMATICS is unable to reproduce the issue, the service guidelines unfold limited effect. Occasionally the issue occurs only on a specific platform or in combination with software, which APPLIED INFORMATICS does not have at its

disposal. This can cause non-reproducibility of the issue and can delay the service operations.

D. The guidelines are only applicable to released software of APPLIED INFORMATICS, but not to alpha, beta or preview releases.

E. To enable the investigation of the problem, the CLIENT is obliged to send a short but comprehensive test program or extract, which makes the respective issue clear for APPLIED INFORMATICS. The test program or extract shall not be longer than 500 lines of code. The CLIENT will undertake appropriate efforts to reduce the problem to its essence. APPLIED INFORMATICS will give the CLIENT a comprehensive problem description so that the CLIENT can initiate its own tests.

F. CLIENT will not disclose to APPLIED INFORMATICS any information, including information incorporated in CLIENT's software, that is confidential to CLIENT or any third party. Any notice, legend, or label to the contrary contained in any materials provided by CLIENT to APPLIED INFORMATICS shall be without effect. APPLIED INFORMATICS shall be free to use all information it receives in any manner it deems appropriate.

G. Under this AGREEMENT APPLIED INFORMATICS does not provide technical assistance and services to customers of CLIENT.

3 Concluding Terms

A. **Applicable Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of Austria without reference to its conflict of laws principles. The United Nations Convention on the Sales of Goods is not applicable. Place of jurisdiction is 9500 Villach, Austria.

B. **Public Reference.** SPONSOR consents to the public use of its name as a reference of APPLIED INFORMATICS, unless SPONSOR notifies APPLIED INFORMATICS in writing that it withholds such consent.

C. **Modification.** This AGREEMENT may not be modified or amended except by written notice which is signed by authorized representatives of each of the parties.

D. **No Waiver.** The failure of either party to exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the AGREEMENT.

E. **Equitable Remedies.** The parties recognize that money damages may not be an adequate remedy for any breach or of any obligation hereunder by SPONSOR involving intellectual property or use of the software beyond the scope of the license granted by this AGREEMENT. The parties therefore agree that in addition to any other remedies available hereunder, by law or otherwise, APPLIED INFORMATICS and any third party from whom APPLIED INFORMATICS has licensed software or technology may be

entitled to seek injunctive relief against any such continued breach by SPONSOR of such obligations.

F. Exclusive Jurisdiction and Venue. Any cause or action arising out of or related to this AGREEMENT, including an action to confirm or challenge an arbitration award, may only be brought in the courts of applicable jurisdiction in Villach, Austria and the parties hereby submit to the jurisdiction and venue of such courts.

G. Written Notice. Any written notice from one party to the other required by this AGREEMENT shall be deemed made on the date of mailing if sent by certified mail or overnight courier and addressed to the address specified below. Written notice sent by any other means shall be deemed made on the date it is received by the party to whom it is directed. Notice sent by facsimile or by electronic mail shall not be deemed “written notice” as contemplated by this AGREEMENT.

H. Entire Agreement. This AGREEMENT, including its Attachments, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any prior oral or written promises or agreements. There are no promises, covenants or undertakings other than those expressly set forth in this AGREEMENT. This AGREEMENT can be superseded by a mutually agreed to written contract.

I. No Election of Remedies. The pursuit by either party of any remedy to which it is entitled at any time shall not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

J. Independent Contractors. Nothing in this AGREEMENT shall be deemed or construed by the parties or by any other entity to create an agency, partnership or joint venture between SPONSOR and APPLIED INFORMATICS.

K. Severability. Should individual terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. The parties to the contract will work in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

L. Assignment/Transferability: This AGREEMENT shall not be assigned in whole or in part unless such assignment has been approved by the other party with such approval not to be unreasonably withheld. In the case of an assignment, the assignee shall assume all rights and liabilities. In the situation where a third party acquires a majority in interest of one of the parties to this AGREEMENT, all rights and obligations shall be automatically transferred to such party.

M. Attachments. Attachments A, B, C and D hereto are incorporated into and made part of this AGREEMENT.

4 Signatures

APPLIED INFORMATICS and SPONSOR have read this AGREEMENT and agree to be bound by its terms, in witness whereof the authorized representatives of each party have affixed their signatures below.

SPONSOR	Applied Informatics Software Engineering GmbH
Signature	Signature Günter Obiltschnig
Name (Print or Type)	Name (Print or Type) Managing Director
Title	Title
Date	Date
Sponsor's Mailing Address:	Applied Informatics' Mailing Address: Applied Informatics Software Engineering GmbH St. Peter 33 A-9184 St. Jakob im Rosental AUSTRIA

Attachment A – Software License

Boost Software License - Version 1.0 - August 17th, 2003

Permission is hereby granted, free of charge, to any person or organization obtaining a copy of the software and accompanying documentation covered by this license (the "Software") to use, reproduce, display, distribute, execute, and transmit the Software, and to prepare derivative works of the Software, and to permit third-parties to whom the Software is furnished to do so, all subject to the following:

The copyright notices in the Software and this entire statement, including the above license grant, this restriction and the following disclaimer, must be included in all copies of the Software, in whole or in part, and all derivative works of the Software, unless such copies or derivative works are solely in the form of machine-executable object code generated by a source language processor.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL THE COPYRIGHT HOLDERS OR ANYONE DISTRIBUTING THE SOFTWARE BE LIABLE FOR ANY DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

Attachment B – Support Guidelines

Severity Class 1: Functional usage of the source code or part of it is impossible or severely limited and the issue has a serious impact on further project development and/or security and prohibits proceeding.

Service guideline: APPLIED INFORMATICS will undertake within one business day after notification of the problem all appropriate exertion to remedy the issue. APPLIED INFORMATICS will stay in close contact with the CLIENT until the issue is resolved.

Severity Class 2: Functional usage of the source code or part of it is seriously limited. The issue has substantial impact on project development and/or security, but does not prohibit proceeding.

Service guideline: APPLIED INFORMATICS will undertake appropriate efforts to analyze the problem to find a workaround within 5 (five) business days, or within this period resolve the issue. A problem with severity Class 2 should be solved within 21 business days after problem notification. The CLIENT will be informed of the issue state within the first 5 (five) business days after issue notification and will receive a solution to the issue by receiving a patch or minor release of the software.

Severity Class 3: The issue does not constrain the usage of the source code and the issue has no or insignificant impact on project development and/or security. There are workarounds for the issue.

Service guideline: APPLIED INFORMATICS will analyze the problem and recommend workarounds, or within 30 business days after notification of the issue provide a solution to the issue. Problems of Severity Class 3 shall be solved within a period determined by the technical lead of APPLIED INFORMATICS. The CLIENT will be informed of the issue state within the first 30 business days after issue notification and will receive a solution to the issue by receiving a patch or minor or major release of the software.

Severity Class 4: These are requests which are aimed to improve the software.

Service guideline: Those requests will be considered in a future major release. If such a request will lead to reworking of the software it is in the sole discretion of APPLIED INFORMATICS when the requested feature will be made available.

Attachment C – Support Features

Item	Gold	Silver	Bronze
<i>Support Features</i>			
Maximum Initial Response Time (business days)	1	2	3
Number of Contact Persons	8	2	1
Contact Time Limit (hours per month)	12	5	1
<i>Support Services</i>			
E-Mail Support	✓	✓	✓
Phone Support	✓		
Remote Trouble Shooting	✓	✓	
On-Site Trouble Shooting	✓		
Custom Performance Tuning	✓		
Expert Code Reviews	✓		
Yearly R&D Alignment Meeting	✓		
<i>Software</i>			
Emergency Hot-Fix and Custom Releases	✓		

Maximum Initial Response Time

Requests from a CLIENT's contact person will be answered within a guaranteed time frame. Support requests will be acknowledged within the maximum time listed, although actual response time may be faster. This does not include the total time required to resolve the request.

Number of Contact Persons

Names and e-mail addresses of contact persons must be stated upfront. CLIENT may change contact persons, provided that no more than one contact person is changed every six (6) months.

Contact Time Limit

Contact time is limited to the given number of hours per month.

E-Mail Support

CLIENT's contact persons can contact the APPLIED INFORMATICS support team over e-mail, using a special support e-mail address.

Phone Support

CLIENT's contact persons can contact the APPLIED INFORMATICS support team over the phone to discuss urgent issues, during normal business hours (09:00 to 16:00, Central European Time or Daylight Saving Time, whichever applies). Phone support is not available on Austrian public holidays.

Remote Trouble Shooting

The APPLIED INFORMATICS support team will use remote access facilities (VPN, SSH, Desktop Sharing, etc.) to CLIENT's site to solve an issue that cannot be solved via a phone call or e-mail.

On-Site Trouble Shooting

A member of the APPLIED INFORMATICS support team will be sent to CLIENT's site to solve an issue that cannot be solved otherwise, for up to five (5) business days a year. Travel costs (transportation and accomodation) will be billed to CLIENT separately.

Custom Performance Tuning

A member of the APPLIED INFORMATICS developer team will, upon request, analyze the use of SOFTWARE in CLIENT's application and help to improve its performance, by either making changes to SOFTWARE, or suggesting ways to improve the use of SOFTWARE in CLIENT's application. This will be done within the time budget of On-Site Trouble Shooting and Expert Code Reviews.

Expert Code Reviews

Upon request, a member of the APPLIED INFORMATICS support team will review CLIENT's source code to ensure CLIENT get the best results out of the SOFTWARE. Code reviews will be performed for up to 16 hours a year.

Yearly R&D Alignment Meeting

APPLIED INFORMATICS will hold one meeting every year (online, or on-site at APPLIED INFORMATICS' or CLIENT's site) to discuss CLIENT's needs and requirements with APPLIED INFORMATICS' developer team, and to align APPLIED INFORMATICS development roadmap with CLIENT's requirements. If the meeting is held on CLIENT's site, travel costs (transportation and accomodation) for attending the meeting will be billed to CLIENT separately.

Emergency Hot-Fix and Custom Releases

APPLIED INFORMATICS will maintain and CLIENT will receive custom-built releases with emergency bug fixes, or client-specific modifications and/or features.

Attachment D – Sponsorship Fees

Minimum sponsorship fees for the various sponsorship levels are stated in the table below. Sponsorship fees are for a 12 month period and have to be paid in advance.

Sponsorship Level	Sponsorship Fee (EUR, p.a.)
GOLD Sponsor	28000,-
SILVER Sponsor	8000,-
BRONZE Sponsor	2500,-