

## SPONSORSHIP AGREEMENT

between

**adfinis GmbH**

Brückfeldstrasse 21

3012 Bern

Switzerland

CH-035.4.028.072-0

(thereafter the "Sponsor" or "adfinis")

and

**CAcert Inc.**

P.O. Box 4107

Denistone East NSW 2112

Australia

No INC9880170

(thereafter the "Beneficiary" or "CAcert")

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### Background and Preamble

The Sponsor "adfinis - More than open source" is a full service IT-provider in Berne Switzerland, well known to be open-minded towards open source software and open standards. Their hosting infrastructure is housed in Berne, Switzerland and based on technologies as, for operating system: Linux / Debian, for hardware: IBM Blade server and for monitoring: Zabbix, Cacti Graphs.

adfinis and it's employees are part of CAcert.org community, as adfinis is CAcert.org assured organization and it's employees are Cacert.org Assurers as well.

The Beneficiary, means CAcert Inc. is an Australian non-profit organization, operating [www.cacert.org](http://www.cacert.org), a community driven Certificate Authority (thereafter "CA") that issues digital certificates - SSL/X.509 - to it's community members for free. It is, so to speak:

a CA **from** the community - a CA operated **by** the community - a CA **for** the community

CAcert's goal is to promote awareness and education on computer and Internet security through the use of encryption, specifically with the X.509 family of standards, but not excluding OpenPGP or GPG standard.

Said that, the Parties thereafter agree on the following:

## 1 - Definitions and Interpretation

In this Agreement:

“Sponsor” means adfinis GmbH. Together with Cacert Inc., the “Parties”

“Beneficiary” means CAcert Inc. Together with adfinis GmbH, the “Parties”

“Agreement” means this Sponsorship Agreement and any actual or future amendments to it.

“ColoBern” means modern and state-of-the-art data center (<http://www.colobern.ch>), the carrier neutral hosting facilities for physical servers of Sponsor in Bern, Switzerland

“Business Day” means any week day from Monday until Friday, other than a bank or public holiday in Switzerland.

“Local Time” means time in Switzerland, which is GMT (Greenwich Mean Time) +1 Hour

## 2 - Sponsorship Offering by Sponsor to Beneficiary

**The Sponsor provides Infrastructure and Services as described from point 2.1 to point 2.5 to the Beneficiary for exclusive use and free of charge**

### 2.1 - Infrastructure Service Providing Key Points

- Infrastructure provided by Sponsor is described under: Point 2.2 - Infrastructure: Productive Server and point: 2.3 - Infrastructure: Development / Test Server in this Sponsorship Agreement and point: 2.4 - Infrastructure: Setup System Engineering & Service Agreement 2/7/365 and point: 2.5. - Infrastructure: IP-Feed / Inter-Connectivity.
- Direct console access to each of the two (2) servers, described under point 2.2 and point 2.3 of this agreement, is granted to defined by Beneficiary system administrators by KVM over IP through Java-VNC.
- Access to Sponsor's ticketing system is granted to defined by Beneficiary system administrators.
- The two (2) servers, described under point 2.2 and point 2.3 of this agreement, are protected by Sponsor's firewall, thus only Sponsor's employees can manage it. In case of emergency, see point 2.4 of this Agreement.
- Sponsor's employees only have access to ColoBern.
- In case of breakdown of server infrastructure, Sponsor will replace broken parts of server infrastructure within 24 (in words: twenty-four) hours by equivalent hardware, free of charge for Beneficiary.
- Infrastructure hardware provided by Sponsor will remain sole property of Sponsor.

### 2.2 - Infrastructure: Productive Server

- Hardware (new): IBM HS12 Bladeserver
  - XDC (E3113)
  - 8GB RAM (2x 4GB, 2 Slots free)
  - 2x 146GB SAS Hot Swap 10k rpm HD (RAID 1)
- Linux Ubuntu LTS or Debian
- External Firewall Configuration
- IP-Transit Package “CAcert” inclusive, see point 2.5
- Backup solution (Tape Loader) by BRU agent (Full-Backup and external Storage); incremental backup daily and complete backup weekly.
- Physical hosting location of the server is in ColoBern
- Including Hardware, Blade Case-Slot, IP-Connectivity and HS20 Center Management.
- Electric power consumption included.

### 2.3 - Infrastructure: Development / Test Server

- Hardware (retired production machine): IBM HS20 Bladeserver 8678-61x
  - 2x Intel Xeon Processor 2.8GHz
  - 4GB RAM
  - 2x 250GB IDE HD (RAID 1 by Softraid only)
- Linux Ubuntu LTS or Debian
- External Firewall Configuration
- IP-Transit Package "CAcert" inclusive, see point 2.5
- Backup solution (Tape Loader) by BRU agent (Full-Backup and external Storage); incremental backup daily and complete backup weekly.
- Physical hosting location of the server is ColoBern
- Including Hardware, Blade Case-Slot, IP-Connectivity and HS20 Center Management.
- Electric power consumption included.
- ONLY TO BE USED for development and testing purposes is strongly recommended by Sponsor.

### 2.4 - Infrastructure: Setup System Engineering & Service Agreement

- Sponsor installs on both physical servers upon requirements of Beneficiary, either Ubuntu LTS or Debian as operating system.
- Upon consultation, a 64bit version of operating system will be installed on Productive Server (see 2.2 Infrastructure), but not possible for Development / Test Server (see 2.3. Infrastructure) as not 64bit native support.
- Sponsor will install operating system only, Beneficiary responsible for configuration of such.
- Beneficiary responsible for setup and configuration of all application servers and Web servers.
- Sponsor will handle all system monitoring, backup agent and security configuration.
- More or other configuration requests need common agreement by the Parties
- Sponsor will safekeeping Hardware Infrastructure Productive Server (see point 2.2), thus it results in a 3<sup>rd</sup> Level Support, including 24/7/365 stand-by for emergency duties.
- Sponsor will safekeeping Hardware Infrastructure Development / Test Server (see point 2.3), thus it results in a 3<sup>rd</sup> Level Support the next Business Day.
- Exceptional support-escalation - exceptional technical maintenance tasks upon request of Beneficiary, additional installation of modules, attacks as: ddos, application attack, flawed Web application software, and more - are not part of this Sponsorship Agreement. The Beneficiary will be responsible to solve such exceptional support-escalation.
- Support requests or requests in case of emergency can be done by phone: +41 XX XX XX XX (number will be announced to defined by Beneficiary system administrators) or by e-mail: support@adfinis.com  
Response time: 1 hour during Business Days, Monday until Friday, 08:30 - 17:00 Local Time and maximum 4 hours outside such Business Days.

### 2.5 - Infrastructure: IP-Feed / Inter-Connectivity

- For both Hardware Infrastructure systems together, described under point 2.2 Productive Server and point 2.3 Development / Test Server, Sponsor provides to Beneficiary bandwidth limited to a maximum of **10Mbit/s of bandwidth**. Bandwidth **peak is maximum 50Mbit/s**, according to 95% rule. - 95% rule: 95% traffic monitoring, 5% bandwidth peak during 24 hours.
- Transit to Internet backbone is multi-homed (greater redundancy, because of several backbone providers with confirmed transit volumes)
- Sponsor supplies to Beneficiary a minimum range of 16 IPv4 addresses, out if it 13 IPv4 addresses can be used. Upon written or digitally signed e-mail request by Beneficiary, Sponsor may be willing to supply one or more additional ranges of 16 IPv4 addresses to Beneficiary.
- IPv6 addresses are not available at the moment, ColoBern itself is IPv6 ready.

### 3 - Offering by Beneficiary to Sponsor

**The Beneficiary offers marketing and promotion opportunities on an yearly basis or pro rata temporis, under conditions as described from point 3.1 to point 3.4 to the Sponsor for non-exclusive use and free of charge, but not including production cost of non-digital material.**

#### 3.1 - Overview Marketing and Promotional Offerings

The range of Beneficiary's communication or advertising opportunities, divided in **Digital Parts**, **Non-Digital Parts** and **Human Elements**, is described in single bullet points and is available for **co-branding** to Sponsor with its brand imagery, to be used upon common understanding by the Parties.

Geographic exposure of Non-Digital and Human communication or advertising opportunities is upon common understanding by the Parties.

##### Digital Parts

- Advertising on main Web site: cacert.org
  - Text Ads
  - Banner Ads
- Advertising on blog Web site: blog.cacert.org
  - Text Ads
  - Banner Ads
- Advertising on wiki Web site: wiki.cacert.org
  - Text Ads
  - Banner Ads
- Slide presentations about CAcert with sponsoring partners logo page at the end before last page of slide presentation
- CAcert leaflet "CAcert.org - At a Glance" - PDF-file for download at cacert.org - with space for sponsoring partners logos, used at CAcert assurance and/or assurer training events
- CAcert leaflet "CAcert.org - Quick Start" - PDF-file for download at cacert.org - with space for sponsoring partners logos, used at CAcert assurance and/or assurer training events
- Joint press-releases by the Parties
- E-Mail signatures upon choice and free wish and will by CAcert community members

##### Non-Digital Parts

Production cost of non-digital materials are carried by Sponsor.

- CAcert leaflet "CAcert.org - At a Glance" - hard copy - with space for sponsoring partners logos, used at CAcert assurance and/or assurer training events
- CAcert leaflet "CAcert.org - Quick Start" - hard copy - with space for sponsoring partners logos, used at CAcert assurance and/or assurer training events
- CAcert banners with space for sponsoring partners logos, used at CAcert assurance and/or assurer training events
- CAcert giveaways as: T-Shirts, caps, ballpoint pens, mugs, this listing not closing

##### Human Elements

Traveling and accommodation expenses of CAcert assurers are carried by Sponsor.

- CAcert assurer or assurers "rent for free" for Sponsor's company events upon free wish and will of CAcert assurer or assurers.

### **3.2 - Valuation of Marketing and Promotional Volumes on an Yearly Basis**

The Beneficiary values its Promotional and Marketing Offerings, described under point 3.1, for reasons of simplicity as **equal for each single bullet point followed by a description.**

The Sponsor is entitled to choose out of Marketing and Promotional Opportunities, described in point 3.1, defined as a total of 100 % (in words: one hundred per cent), a **volume of 65 %** (in words: sixty-five per cent) per **calendar year** or **pro rata temporis.**

### **3.3 - Non-Obligation of Sponsor**

Sponsor is not obliged to make any use of Beneficiary's offering as described under point 3.1 and point 3.2

Sponsor to state explicit and in writing as described in point 5, which parts and elements out of point 3.1 and how many as described under point 3.2., he would like to have. Without such written statement by Sponsor, Beneficiary will not undertake action.

## **4 - Brand and Web Domains - Ownership and Control**

Sponsor and Beneficiary are the sole owner of their respective brand and it's brand logos and branding visual and their respective Internet domains.

The Parties respect each others rights on their brand and it's brand logos and branding visuals, and as well the Parties respect the each others rights on their Web domains.

Usage of the brand, brand logos, branding visuals and / or of the Internet domain of the other Party, needs before usage written approval in the way as described in point 5 of this Agreement.

## **5 - Communication, Privacy and Secrecy**

The Parties agree upon a mutual, honest and open information policy and commit within such information policy to mutual protect business interests, data and secrets.

The Parties mutually commit to privacy and secrecy in regards to internal business affairs as customer data, member data; data of personnel and key persons; business plans, data and figures. This enumerating is not concluding.

All official and legally binding communication or announcement to each other party needs form of either registered postal mail or by digitally signed e-mail, duly signed by authorized officers and / or authorized and disclosed key persons of the parties.

The usage of a Party's brand, logos and branding visuals or Internet domain by the other Party, requests written authorization in due time by, either registered postal mail or by digitally signed e-mail, duly signed by authorized officers and / or authorized and disclosed key persons of the authorizing Party.

Officers, key persons, coworkers and voluntary contributors of the Parties are referred expressly to this regulation.

## 6 - Duration and Termination

Either Party may terminate this agreement with 6 (in words: six) months written notice, either by registered postal mail or by digitally signed e-mail, duly signed by authorized officers of the parties.

Either Party may terminate this agreement with immediate effect in case of change of business purpose or business mission of the other party, either by registered postal mail or by digitally signed e-mail, duly signed by authorized officers of the Parties.

This Agreement come into effect and is legally binding with last due digital signature of the authorized officers of the Parties.

## 7 - Miscellaneous

This Agreement will supersede any prior oral or written understandings between the parties, and may not be amended or modified in writing signed by both parties or digitally signed by both parties authorized officers.

This Agreement shall be governed by and construed in accordance with the laws of Switzerland applicable to agreements made and to be performed entirely within such country.

Place of jurisdiction shall be Bern, Switzerland.

Duly digitally signed - with personal CAcert certificate - by the authorized Officers of the Parties

Date, Place:

Date, Place:

**Adfinis GmbH**

**CAcert Inc.**

(Michael Moser)  
Managing Director

(Ernestine Schwob)  
Board Member

(Daniel Black)  
Board Member