



opsi partnership agreement

***agreement between
uib gmbh
as the maintainer of opsi
(open pc server integration)
and
.....***



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1. Commitments of uib gmbh towards the opsi partner

1.1. Fundamentals

uib gmbh provides with opsi a powerful and reasonable priced open source system management tool, which the partner can use to provide solutions to his customers. These solutions can be based on opsi or integrate opsi components.

uib gmbh maintains and continuously develops opsi as a system management tool. Besides developing and maintaining the opsi software, uib gmbh also performs extensive marketing activities for opsi, which in turn is also beneficial to the opsi partner.

1.2. Marketing

The opsi partner is entitled to use the opsi trademark and logo and to present himself, according with his level of partnership, as an opsi partner towards the customer.

The opsi partner is entitled to use information and materials provided by uib gmbh, which are not classified as confidential. The materials can be used for marketing and sales purposes and may be forwarded to customers and interested parties.

uib gmbh lists the opsi partner classified as 'certified' or above at the official opsi website www.opsi.org. The opsi partner may contradict to be listed.

1.3. Support

uib gmbh discounts support contracts arbitrated by the opsi partner according to the opsi partner price list.

uib gmbh also provides third level support contracts to the opsi partner according to the opsi partner price list.

1.4. Development

uib gmbh grants the partner, according to his level of partnership, early access to beta versions and new developed components, which are not yet released as open source. The opsi partner may use these components for internal purposes, but may not sell, lease or pass them on, nor run them on customer systems.

1.5. Mutual trust

uib gmbh will handle informations given by the opsi partner confidentially, unless expressly declared for publication.



2. Commitments of the opsi partner towards uib gmbh

2.1. Fundamentals

The opsi partner acknowledges opsi to be a product of uib gmbh and to be maintained by uib gmbh.

2.2. Marketing

The opsi partner has to make sure that with his advertisements opsi is clearly and visible indicated as a product of uib gmbh and shall provide the corresponding links to the website of uib gmbh.

The partner explains to the customer the need of an appropriate support contract with uib gmbh or covers this with an adequate third level support contract.

The partner informs his customers on potential future opsi developments and especially promotes co-financed opsi development projects enforced by uib gmbh.

For opsi marketing purposes of uib gmbh all information about extent, area, range and scope of opsi installations is relevant. The opsi partner therefore endeavours to get permission of the customers to forward some end customer information to uib gmbh (regarding the name and address of the company running opsi, configuration of the opsi products and the number of server and client systems).

The opsi partner therefore also endeavours to get the customer permission to

- publish some of that information, for instance as an opsimap entry at <http://www.opsi.org/map/>
- forward that information to other opsi partners
- be regarded as an opsi reference customer
- provide special scripts developed for or by the opsi customer to the opsi community (within the opsi Wiki for instance).

The opsi partner will support the opsi community as established and maintained by uib gmbh within his scope and possibilities, for instance by performing opsi marketing campaigns or collaborating with the public opsi support forum.

2.3. Support

The opsi partner agrees to

- assume the responsibility for the end customer satisfaction according to his activities. Therefore he will do his best to answer technical questions in time and informs uib gmbh about any unsolved technical problems. Also the opsi partner makes sure, that only qualified staff will perform the end customer opsi support.
- handle questions about opsi within an opsi support contract and not within



the public support forum. If the partner uses public support facilities, he is obliged to make clearly visible his commercial engagement and to declare his status as an opsi partner. This is not for restricting the opsi partners use of the community, but to prevent uib staff from doing the opsi partners support job without charge.

- not to provide in any form support for opsi installations, where the user has made modifications to use opsi components blocked or disabled by uib gmbh.

Context for this:

For practical reasons opsi releases may contain code, which is part of a co-financed development project in progress. Until the development of these components is not fully financed by the project, these functionalities are available to participants of the co-financed project only.

Therefore opsi comes with a signed configuration file to enable or disable special features.

2.4. Development

According to the GPL, the opsi partner is committed to put any of his further development of code, which is under GPL, under AGPLv3 (or above) and to give uib gmbh notice of the development and grant code inspection.

To promote the opportunity to submit the code to the public opsi version, it is necessary to:

- forward the code in time to uib gmbh
- grant uib gmbh the (non exclusive but unlimited) ownership for the code, to sustain the possibility of a subsequently dual licensing of opsi.

2.5. Mutual trust

the opsi partner declares to

- use all material, information and access to information systems provided by uib gmbh for activities in connection with this contract only. This is non-transferable.
- inform uib gmbh immediately about contract relevant or forthcoming changes regarding the conditions and requirements the application as an opsi partner is based on.
- inform uib gmbh about activities and results from leads forwarded by uib gmbh.
- inform uib gmbh regarding the continuous qualification as a certified opsi partner. This especially means to inform uib gmbh about employees or co-workers leaving the company, which the opsi certification is based on.



3. Competition between the opsi partner and uib gmbh

uib gmbh also sells support and services to end customers directly. Therefore (at least within the German-speaking areas) competition between uib gmbh and the opsi partners cannot be prevented.

To defuse the competition situation as far as possible, the following agreements are made:

Lead Protection:

The opsi partner has the opportunity to inform uib gmbh about planned customer projects. Depending on the level of opsi partnership, uib gmbh ensures the opsi partner not to compete with him regarding that customer, as long as the opsi partner handles the customer project in an appropriate way, or at least for a period of three months.

In case the opsi partner reports to uib gmbh a planned customer project, where at the time of reporting already uib gmbh or another opsi partner are in the acquisition process with, both parties endeavour to find and agree on a way of handling this situation, which meets the interests of both parties at its best.

The Lead Protection is not applicable for a public invitation to tender.

Third Level Support:

The opsi partner is not allowed to provide third level support without permission of uib gmbh. Third level support in case of opsi is any support, which is not given directly to a system administrator of an end customer. According to this, firms and organisations providing system administration for third parties as a core activity, are not an end customer.

4. Levels of partnership

4.1. Foundations and requirements

Within the opsi partnership program several levels of partnership are available.

The different levels of partnership and prerequisites for this are stated in a separate document regarding the opsi partnership program.

4.2. Services

Each level of partnership is connected with special services and requirements provided by uib gmbh.

The opsi partner agrees to

- meet the requirements to qualify for a specified level of partnership,



- permanently meet these requirements,
- report to uib gmbh immediately any changes regarding the qualification for a specified level of partnership. To keep up the level of partnership, loss of qualification has to be replaced within three months.

If not uib gmbh is informed in time or if the lost qualification is not replaced within three months, the opsi partner can be downgraded to the level of partnership, which meets his actual conditions.

4.3. Adaptation of services and prerequisites

In correspondence with market development, uib gmbh will adapt the prerequisites and services connected with a specified level of partnership. Changes of prerequisites and services will be announced to the opsi partner with a period of notice of at least three months. If such a change is announced by uib gmbh, the opsi partner has an extraordinary right of termination within one month after the announcement.

By not declaring the extraordinary termination, the opsi partner accepts the announced changes and declares to agree with.

5. Confidential information

Confidential informations are:

- informations regarding customers and interested parties
- informations regarding any not yet published products, product components and services as well as the technical background information.
- informations, which the opsi partner provides to uib gmbh, as there are customer informations for generating a license key or financial reports etc.
- all information declared as "confidential", especially all information published at the opsi partner website.
- any further written agreements between the contracting parties classified as confidential.

The recipient of the information commits himself to handle the information with the same common standard of care and discretion, which he would handle his own confidential information with, and to protect the information from forwarding, disclosure and diffusion.

The recipient of information commits himself to use the information only for the purpose it was forwarded for, or for the benefit of the information provider.

Forwarding information to third parties requires explicit written allowance of the information provider.



6. Software licenses, maintenance and support conditions, General Terms of Business

The opsi partner explicitly accepts the software licenses and agrees with the conditions for opsi maintenance and support. He also accepts the General Terms of Business of uib gmbh. These licenses, contracts and terms of business are part of this contract and basis for all actions under the terms of this agreement. By accepting this, the opsi partner explicitly forgoes the repetitive acknowledgement of the according terms of business, which is usually required with each single order.

uib gmbh commits to inform the opsi partner in time about any change of these conditions. In case of announcing such a change in conditions, the opsi partner may cancel the opsi partnership within two weeks notice.

The opsi partner commits himself to pass on the same license, maintenance and support conditions to his end customers, as far as he resells uib maintenance or support services to his customer. He will ensure that the end customer meets the license conditions and report to uib gmbh violations of the license conditions, if he obtains knowledge of such violations.

The partner will not in the name of uib gmbh give any guarantees or the like.

The General Terms of Business of uib gmbh are regarded as a part of this contract.

7. Contract period

The contract period is unlimited.

Contracting parties can terminate the contract by written notice without stating a reason. The period of notice is one month.

With termination of the contract, the former opsi partner is no longer entitled to use the opsi trademark and logo, nor any documents provided by uib gmbh, unless they are under GPL or any other free license. The former opsi partner is obliged to return or destroy all exchanged data and information, unless it is under GPL or any other free license.

8. Final provisions

The place for jurisdiction for all parties is Mainz, Germany.

This is a contract between the opsi partner and the uib gmbh in Mainz. German law applies to the legal relationship resulting from this contract.



uib gmbh
Mainz, <date>

xxxxxxx

, <date>

name, sign
official seal

name, sign
official seal