OSI - OPEN SOURCE INITIATIVE

XWiki SAS - Proposal for 5 days consulting and 1 day training for OSI
TABLE OF CONTENTS

Context ........................................................................................................................................... 5
Description ......................................................................................................................................... 5
Training ............................................................................................................................................... 5
Pricing .................................................................................................................................................. 6
Consulting and Training .................................................................................................................... 6
Payment Conditions ........................................................................................................................... 6
Payment .............................................................................................................................................. 6
Terms of payment .............................................................................................................................. 6
Order .................................................................................................................................................. 7
Terms of Sales ..................................................................................................................................... 8
Scope .................................................................................................................................................. 8
Purchase Order, Order, Contracts ....................................................................................................... 8
Price and Payment conditions ............................................................................................................ 8
Services ............................................................................................................................................... 8
Responsibility ..................................................................................................................................... 8
Confidentiality .................................................................................................................................... 8
Communication Policy ....................................................................................................................... 8
Intellectual Property ........................................................................................................................... 9
Redistribution of LGPL code modifications ......................................................................................... 9
LGPL Licence ...................................................................................................................................... 9
Termination ......................................................................................................................................... 9
Client Obligations ............................................................................................................................. 10
Litigation ............................................................................................................................................ 10
<table>
<thead>
<tr>
<th><strong>Recipient</strong></th>
<th>Open Source Initiative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>855 El Camino Real</td>
</tr>
<tr>
<td></td>
<td>Ste 13A, #270</td>
</tr>
<tr>
<td></td>
<td>Palo Alto, CA 94301</td>
</tr>
<tr>
<td></td>
<td>United States</td>
</tr>
<tr>
<td><strong>Name</strong></td>
<td>Patrick Masson</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>09/07/2019</td>
</tr>
<tr>
<td><strong>Offer Validity</strong></td>
<td>09/08/2019</td>
</tr>
<tr>
<td><strong>XWiki contact</strong></td>
<td>Stefana Bianca Nazare</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:siefana.nazare@xwiki.com">siefana.nazare@xwiki.com</a></td>
</tr>
<tr>
<td></td>
<td>+40 741 495 775</td>
</tr>
</tbody>
</table>
Dear Sir,

Further to our conversation, I am pleased to send you the attached service proposal for the project we have discussed. If this proposal is agreed on, please send us by email a scanned signed version of it.

Thank You,

Stefana Nazare
Context

This purchase order, following OSI's request to provide a quote for the following XWiki services ("Services"), is between Open Source Initiative ("Client") and XWiki SAS ("Provider").

Description

OSI has requested a purchase order for 40 hours of consulting and 8 hours of Admin training to be provided by XWiki SAS.

During the consulting hours, an architect will provide consulting for improving the organisation and structure of the instance and analyse the following development requests: create a workflow for guest contributions, moderation and publication; anti-spam measures, new user authentication method. The consulting sessions will be held online.

Training

The administrator training is split between multiple days and is provided by an XWiki architect. The objective of this training is to improve the Client's knowledge about XWiki's features, applications and usage, in order to ensure the best usage for the Client's needs. This training is particularly adapted to the Client's expectations. The training sessions will be held online.

Note: The training can accommodate up to 8 people.
Pricing
Consulting and Training

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consulting</td>
<td>40 hours</td>
<td>EUR 143.00</td>
<td>5,720.00 EUR</td>
</tr>
<tr>
<td>Open Source Software discount</td>
<td></td>
<td></td>
<td>- 720.00 EUR</td>
</tr>
<tr>
<td>Training</td>
<td>8 hours</td>
<td>EUR 214.00</td>
<td>1,714.00 EUR</td>
</tr>
<tr>
<td>Open Source Software discount</td>
<td></td>
<td></td>
<td>- 214.00 EUR</td>
</tr>
<tr>
<td>Non Profit -20% Discount</td>
<td></td>
<td></td>
<td>- 1,300.00 EUR</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>EUR 5,200.00 EUR</strong></td>
</tr>
</tbody>
</table>

The above amounts are exclusive of:

- any costs of acquiring hardware or software components required for completion of the Services (subject to the Customer Agreement), any study or advisory fees or additional assistance entrusted to third parties (by agreement with the Client),
- bank transfer fees or bank charges related to the previously described expenses and the payment of the Services.

Payment Conditions

Payment

Payment upon 30 days from the invoice.

Terms of payment

- 100% upon receipt of purchase order for consulting and training
Order

AS WITNESS WHEREOF, the Client has accepted this order form as of the date set forth in writing below.

Date: ______________

Printed name & title: ________

Authorised signature: ________

Company Stamp: ________

For XWiki SAS

Date: ______________

Printed name & title: ________

Authorised signature: ________

Company Stamp: ________
Terms of Sales

Scope

Purchase Order, Order and Contracts are applicable to the Product and Services provided by the provider. Any modification of a purchase order, order must be confirmed by email by the provider. By accepting the purchase order by signing this order, you accept explicitly all terms of this purchase order.

Purchase Order, Order, Contracts

The purchase order is valid only for the duration indicated in the purchase order. The order to be validated must be received scanned by email by the provider and confirmed by the provider.

Price and Payment conditions

The prices of services, and eventual taxes are indicated on the Purchase Order. The payment conditions are indicated in the Purchase order and on the invoices sent by XWiki SAS. The payment needs to be performed according to these conditions. In case of late payment, XWiki SAS is entitled to stop all services until full payment of the invoices and interest penalties based on 3 times the legal interest rate, plus eventual recovery fees. The payments need to be performed by Bank Wire payment.

Services

Any employee or partner of the Provider may provide the Services for the Client. The Client may, with justification, request once and only once the replacement of the person performing the Services, but may not specify or constrain the decision of their replacement. Unless operational constraints make this replacement impossible, the Provider will have a maximum period of seven (7) days to make this replacement.

Responsibility

The provider cannot be held responsible by the Client of eventual damages to goods, people or data resulting from the performing of the Services, except specific mention in the purchase order.

Confidentiality

Unless otherwise agreed by the parties, each party undertakes to ensure the most complete confidentiality of the information provided during the commercial negotiations (quotations, orders, financial conditions, etc.) or in connection with the provision of the Services.

Communication Policy

The Client will authorise XWiki SAS to write a business case describing its usage of XWiki Enterprise, including its initial needs, the choice of XWiki, the deployment to the solution and the results (to be used in commercial purposes by XWiki SAS). The Client will authorise XWiki to use its name and logo in its communication policy.

In case of public websites hosted by XWiki, the Client agrees to set up a page "Credits" indicating the role of XWiki in implementing and hosting the project. Furthermore, a logo "Powered by XWiki" will appear at the bottom of the page on the website.
Intellectual Property

The XWiki software and additional Open Source modules are distributed under the LGPL licence, and are copyrighted by their respective developers, including the XWiki SAS company. By purchasing support and development services from XWiki SAS, the Client commits to comply with the terms of the LGPL licence, particularly the requirement to distribute the source code for all modifications to LGPL code of the XWiki software and additional Open Source modules delivered as part of this contract.

Also, the developments delivered as part of this contract, that are not modification to the XWiki software or additional Open Source modules, are owned by the Client, particularly the integration of branding elements or code specific to the Client’s business rules.

Redistribution of LGPL code modifications

If the Client authorises it, particular generic developments delivered as part of this contract, can be published on the XWiki community under the LGPL licence. On request, the Client may be listed as a contributor to the software. Otherwise, XWiki SAS will be listed as the sole contributor.

The contract between the Client and XWiki SAS can also specify that certain specific developed modules will be integrated in the XWiki software or as XWiki extensions. XWiki SAS will then integrate the code in the XWiki software or publish the code as an XWiki extension without additional costs for the Client.

LGPL Licence

The LGPL licence has been created by the Free Software Foundation (FSF) with the objective of allowing the use of open source code libraries in proprietary software and installation without them to be impacted by the virality of the GPL licence.

The important aspects of the LGPL licence for the Client are:

- the freedom to use the XWiki SOFTWARE including to build and distribute a proprietary software,
- the obligation, in case of redistribution of the modified software, to publish the source code of improvements and modifications to the software

By being bound by this licence and by sharing their modifications to the XWiki Software, all worldwide users of the XWiki Software can therefore benefit of the improvements provided by any other user.

The text of the LGPL licence can be read here: http://www.gnu.org/licenses/lgpl.html

Termination

This contract can be terminated by the Provider

In case of failure to pay or late payment,
    At the expiration date of the contract.

This contract can also be canceled by either party:

In the event of a serious or persistent breach by the other party of its contractual obligations,
    If the other party becomes insolvent,
    By mutual agreement of both parties.
Client Obligations

The Client is responsible for the specifications and more generally for all the information that it provides to the Provider for the realisation of the Services, the control of this realisation and the regulatory declarations potentially incumbent on the Client. The Client shall provide the personnel of the Provider with all reasonable courtesy, information, cooperation and access facilities necessary for the prompt execution of the Contractor's obligations, failing which the Contractor shall be released from these commitments.

Litigation

Quotations, orders and contracts are subject to French law and to the sole competence of the Commercial Court of Paris.