

**WITSA's WCIT 2012**  
**LICENSING AND EVENT HOSTING AGREEMENT**

**THIS LICENSING AND EVENT HOSTING AGREEMENT** (the "Agreement"), is effective as of this \_\_\_ day of \_\_\_\_\_, 2008 ("Effective Date"), by and between **WORLD INFORMATION TECHNOLOGY AND SERVICES ALLIANCE**, a non-stock corporation organized under the laws of the Commonwealth of Virginia ("WITSA"), and \_\_\_\_\_, a \_\_\_\_\_ company organized under the laws of \_\_\_\_\_ (the "Host Organization").

**RECITALS**

**WHEREAS**, WITSA is the premier global association representing the information technology industry, with affiliates representing approximately seventy (70) information technology industry associations located throughout the world;

**WHEREAS**, every two (2) years WITSA holds its signature event, the World Congress on Information Technology ("WCIT"), in a different host city around the world, with WITSA's most recent WCIT events having been held in Fairfax, Virginia, USA (1998), Taipei, Taiwan (2000), Adelaide, Australia (2002), Athens, Greece (2004), Austin, Texas (2006), and Kuala Lumpur, Malaysia (2008) and with WITSA's WCIT 2010 scheduled to be held in Amsterdam, The Netherlands.

**WHEREAS**, the Host Organization submitted a bid to WITSA to host WITSA's WCIT 2012 ("Host Bid") for the purposes of, among other things, promoting the \_\_\_\_\_ information and communications technology industry, stimulating its local economy, and exposing those attending the WCIT to the culture of \_\_\_\_\_;

**WHEREAS**, on May \_\_, 2008, in Kuala Lumpur, Malaysia, WITSA awarded the Host Organization the right to host the WCIT 2012 in \_\_\_\_\_, \_\_\_\_\_ ("WCIT 2012" or "Event");

**WHEREAS**, WITSA and the Host Organization now desire to set forth herein and to agree upon the terms and conditions, and responsibilities of the parties with respect to such award;

**NOW, THEREFORE**, in consideration of the obligations set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. DEFINITIONS.**

1.1 "Attendee" shall be anyone who pays a registration fee or is granted a Subsidized or Complimentary Registration to attend the Event whether or not he or she actually attends.

1.2 "Complimentary Registration" shall mean a complimentary registration for a Delegate to attend WCIT 2012 without payment of any registration fee.

1.3 “Confidential Information” shall mean all information of any kind obtained by or which comes into the possession of one party from the other in the course of the performance of this Agreement, whether in printed or electronic form, including but not limited to technical information, data, know-how and information relating to either party’s business, marketing strategies, financial condition and operations where either labelled as “Confidential” or obviously being of a confidential nature.

1.4 “Event Dates” shall mean three (3) successive dates in spring 2012, to be determined by the Host Organization and WITSA. The Host Organization reserves the right to alter Event Dates to the advantage of the Event with the agreement of WITSA, such agreement not to be unreasonably withheld; however, the Event Dates shall be selected prior to January 2010.

1.5 “Event Name” shall be as set forth in Section 3.1.

1.6 “Headquarters Hotel(s)” shall mean the hotel(s) at or near the site of the main Event activities and at which the majority of the Event Delegates are staying.

1.7 “Host Organization Works and Marks” shall mean all new Works and Marks created by the Host Organization (not based upon or otherwise derived from the WITSA Works) and licensed to WITSA under this Agreement, including Host Organization’s logo. Host Organization Works and Marks may be referred to separately as "Host Organization Works" and "Host Organization Marks."

1.8 “Intellectual Property Rights” shall mean any and all patent, trademark, service mark, copyright, database rights and any other intellectual property rights with respect to original art, works of authorship, trade secrets or other proprietary information, whether or not registered or registerable, and related registrations and applications for statutory protection thereof and the rights to make such applications.

1.9 “License Fee” shall mean the sums due to WITSA from the Host Organization for the right to host WCIT 2012, as set forth in Section 4.1.

1.10 “Mark” shall mean any trademark, service mark or domain name.

1.11 “Marketing Partnership” shall mean an arrangement between the Host Organization and a Supporting Organization pursuant to which the Supporting Organization assists in the marketing and promotion of WCIT 2012 to potential sponsors and/or Delegates.

1.12 “Operations Manual” shall mean WITSA’s manual for the planning, operations, and execution of a WCIT dated January 7, 2008, as may be amended.

1.13 “Registered Delegate” or “Delegate” shall mean an individual person who registers with the Host Organization to attend WCIT 2012, including those persons who receive a Complimentary Registration or a Subsidized Registration.

1.14 “Sponsor Organization” shall mean an organization that makes a cash and/or in-kind contribution to the Host Organization in exchange for certain benefits related to WCIT

2012, including promotional benefits, exhibition space, and Complimentary Registrations, as mutually agreed to by the Sponsor Organization and the Host Organization.

1.15 “Subsidized Registration” shall mean a subsidized registration for a Delegate to attend WCIT 2012 by paying a registration fee less than the published registration fee.

1.16 “Supporting Organization” shall mean any organization that (for its own account) provides professional services to (or on behalf of) the Host Organization in connection with the planning, marketing and/or hosting of WCIT 2012, including Delegate and sponsor acquisition.

1.17 “WCIT 2012” shall mean WITSA's WCIT 2012 and related social events to be held in \_\_\_\_\_, \_\_\_\_\_ or such other location as agreed in writing by the parties, on the Event Dates, exclusive of any business forum or other events or activities which the Host Organization and/ or a Supporting Organization may hold or sponsor before or after the Event Dates in conjunction with the WCIT 2012.

1.18 “WITSA Logo” shall mean the WITSA logo set forth in Exhibit A, or such other logo as WITSA may create for itself or its WCIT.

1.19 “WITSA Marks” shall mean the Event Name, the WITSA Name, the WITSA Logo and all other Marks registered by WITSA and licensed to the Host Organization under this Agreement.

1.20 “WITSA Name” shall mean “World Information Technology and Services Alliance” or “WITSA”.

1.21 “WITSA Works” shall mean any Works created and/or otherwise owned by means of intellectual property rights by WITSA and licensed to the Host Organization under this Agreement, and shall be deemed to include any modifications, additions, enhancements or other improvements made by the Host Organization and/or its duly authorized agents to such WITSA Works and any new Works created by the Host Organization and/or its duly authorized agents which are based upon or otherwise derived from such WITSA Works. For the avoidance of doubt, “WITSA Works” shall not be deemed to include “Host Organization Works”.

1.22 “Works” shall mean any work of authorship developed in connection with the promotion and hosting of WCIT 2012, including but not limited to, any books, computer programs, databases, websites, texts, graphics, images, illustrations, tool or invention, video and audio tapes (no matter the physical or electronic form).

1.23 “WITSA Partner” shall mean, and for purposes of this Agreement are limited to, any trade association, development organization, governmental entity or non-technology company that participates in WITSA's program of sponsorship of WITSA.

## **2. GENERAL RESPONSIBILITIES OF PARTIES.**

2.1 Offer and Acceptance. WITSA hereby awards to the Host Organization, and the Host Organization hereby accepts, the right and privilege to host WCIT 2012 in \_\_\_\_\_, \_\_\_\_\_ on the Event Dates, subject to the terms and conditions set forth herein.

2.2 WITSA's Responsibilities. In an effort to make WCIT 2012 successful, WITSA shall:

(a) grant the Host Organization a license to use the WITSA Marks and WITSA Works in accordance with the terms hereunder;

(b) assist the Host Organization, as the Host Organization may reasonably request, in promoting WCIT 2012 to and among its members (and their respective members), other policy organizations and trade associations around the world, governmental entities and other public institutions, and in the marketing of WCIT 2012 as contemplated in Section 6 hereof;

(c) communicate information to its WITSA members as to the progress of WCIT 2012 at least quarterly, beginning in January 2011; shall monthly, beginning six months prior to the Event Dates, request WITSA members to encourage their members to register as Delegates to WCIT 2012; shall ensure that the Host Organization is given an opportunity to address Delegates at all WITSA Steering Committee and General Assembly meetings, beginning in 2008 and continuing until the Event Dates; shall provide the Host Organization with a complete list of Delegates registered for WCIT 2010, and with a database of prospective Delegates by name, title and address to the extent available and permissible under applicable laws pertaining to the distribution of personal information; and shall provide information as to WCIT 2012 to those organizations with which WITSA has agreements or relationships so as to encourage their participation in WCIT 2012;

(d) provide the Host Organization, beginning in May 2010, with access to WITSA's database of prospective Sponsor Organizations and Supporting Organization, containing the names, titles and contact information of those executives within such companies that have been involved in recent WCITs as sponsors or speakers or have been communicated with regard to past WCITs;

(e) participate in press conferences organized by the Host Organization as appropriate and practicable to market WCIT 2012 as well as WITSA;

(f) provide the Host Organization with the Operations Manual containing information on operations, including information on security, media planning, hotel agreements, staffing, sponsorship development and other tasks, guidelines and directions; and make its Secretary General available for up to four (4) visits annually or as reasonably requested commencing after WCIT2010 to the Host Organization for the purpose of assisting in planning and execution of WCIT 2012, provided the Secretary General's lodging, meals, local transportation and Business Airfare are paid by the Host Organization;

(g) assist as the Host Organization or Supporting Organizations may reasonably request in identifying potential Sponsor Organizations and Supporting Organizations, assist the Host Organization with Delegate acquisition, participate in press conferences and media interviews, and assist in securing guest speakers. The scope of rendering assistance and the way this assistance must be executed will be mutually agreed upon in writing before 1 July 2010;



2.4 Board of Directors. The Host Organization shall give WITSA adequate notice of and afford WITSA the opportunity to have WITSA's Secretary-General or his representative attend in person or by teleconference all relevant meetings of the Host Organization's Board of Directors. The Host Organization shall provide call-in numbers for the relevant Board Meetings, provide materials in English, and provide for simultaneous translation of the relevant meetings if not conducted in English. Neither WITSA's Secretary-General nor his representative shall not be a member of the Host Organization's Board of Directors.

### **3. EVENT NAME; LICENSE OF MARKS, WORKS, AND OTHER INTELLECTUAL PROPERTY RIGHTS.**

3.1 Name of Event. The name of the Event is "WITSA's World Congress on Information Technology 2012" and may be referred to and abbreviated as "WCIT 2012". It may also be formally displayed as:

The World Information Technology and Services Alliance's  
2012 World Congress on Information Technology  
Hosted by the

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The above names of the Event, or when appropriate its abbreviated name, shall be so displayed on all correspondence and promotional material generated by the Host Organization for the Event. The Host Organization shall not alter the name of the Event or add any words, designs or other element thereto without WITSA's prior written approval.

#### 3.2 License.

(a) WITSA Marks. During the term of this Agreement and subject to the terms and conditions hereunder, WITSA hereby grants to the Host Organization a worldwide, non-exclusive license to use the WITSA Marks for the purpose of preparing, promoting and hosting WCIT 2012. The Host Organization agrees that it shall prominently display the WITSA Logo on each occasion that it displays its own logo on all marketing, press releases, and other promotional materials for WCIT 2012 generated by the Host Organization and its affiliates. The Host Organization shall not alter any WITSA Marks or the Event Name or add any words, designs or other element thereto without WITSA's prior written approval.

(b) WITSA Works. During the term of this Agreement and subject to the terms and conditions hereunder, WITSA hereby grants Host Organization a worldwide, non-exclusive right to use, reproduce, distribute, modify, display and perform the WITSA Works for the sole purpose of preparing, promoting and hosting WCIT 2012. The following copyright notice and credit line distributed to the public must appear in connection with Host Organization's use of the WITSA Works: "© 201\_ by World Information Technology and Services Alliance. All rights reserved." The year used after the © symbol shall be the year the WITSA Works are first distributed to the public.

(c) Host Organization Works and Marks. Subject to the terms and conditions hereunder, the Host Organization hereby grants WITSA a worldwide, non-exclusive, perpetual,

royalty-free right to use the Host Organization Works and Marks solely for assisting in the marketing of WCIT 2012 during the term of this Agreement.

(d) License Restrictions. Notwithstanding the licenses granted to Host Organization in this Section 3, the Host Organization agrees that it will not, without the prior written approval of WITSA, (i) use the WITSA Marks in connection with the manufacture, distribution, sale and marketing of products or articles bearing the WITSA Marks to the public or to Registered Delegates, except in accordance with the standards and guidelines set by WITSA and provided to the Host Organization from time to time, or (ii) sell or license, distribute, display, perform or otherwise make available for a fee or other forms of non-monetary consideration the WITSA Works to any person or entity. Any revenues generated from the manufacture, distribution, sale, licensing, distribution, display or performance of the WITSA Works and Marks in connection with WCIT 2012 shall inure to the benefit of the Host Organization during the period commencing on the date of this Agreement and ending 180 days after the Event Dates, and thereafter shall inure to the benefit of WITSA.

3.3 Intellectual Property Rights. Host Organization acknowledges and agrees that, except as expressly set forth in this Agreement: (a) WITSA retains all rights, title and interest in the WITSA Marks and WITSA Works; (b) nothing in this Agreement shall convey to the Host Organization any right of ownership, entitlement or other IP Rights under any foreign or domestic law in the WITSA Marks or WITSA Works; (c) it shall not now or in the future contest the validity of the WITSA Marks or WITSA Works; (d) it shall not in any manner take any action that would impair the value of, or goodwill associated with, such WITSA Marks; and (e) it shall only use the WITSA Marks in accordance with the standards and guidelines set by WITSA and provided to the Host Organization from time to time. The Host Organization acknowledges and agrees that all use of the WITSA Marks and WITSA Works shall inure to the benefit of WITSA, except as expressly set forth in this Agreement. WITSA acknowledges and agrees that all use of the Host Organization Works and Marks shall inure to the benefit of the Host Organization, except as expressly set forth in this Agreement.

#### **4. PAYMENTS.**

4.1 In consideration of the rights herein, Host Organization shall pay WITSA a License Fee, of \$750,000.00 USD as follows:

- (a) \$100,000 (USD), payable no later than June 15, 2009;
- (b) \$250,000 (USD), payable in full no later than May 15, 2010;
- (c) \$250,000 (USD), payable in full no later than May 15, 2011;
- (d) \$150,000 (USD) in full thirty (30) days prior to the first day of the Event Dates.

4.2 All payments required under this Agreement shall be free and clear of any VAT, income, or any other tax and, to the extent such payments are subject to any tax, shall be grossed up in such additional amounts as necessary to make WITSA whole; and shall be timely made by wire transfer in accordance with written instructions provided by the WITSA Secretary-General.

4.3 As additional consideration, the Host Organization agrees that, within thirty (30) days following the Event Dates, it shall provide to WITSA a written report and accounting of all Registered Delegates and all Sponsor Organizations, identified by name, title, organization, contact person together with, his email address and telephone number, country, and registration category, to the extent applicable data protection and privacy law does not prohibit or restrict the same.

4.4 As additional consideration, the Host Organization agrees that, within forty five (45) days after the conclusion of the Event, it shall provide a summary report to WITSA that contains at a minimum lessons-learned, strengths and weaknesses of WCIT 2012 and recommendations for future planners and WITSA. .

## **5. HOSTING.**

5.1 Location of Event. The Host Organization shall hold the Event on the Event Dates at \_\_\_\_\_ (convention center) unless otherwise agreed by the Parties in writing.

5.2 Quality of WCIT 2012. The Host Organization shall use reasonable efforts to identify and engage keynote speakers of international acclaim who can attract Registered Delegates to the Event and can, consistent with the Event's theme, stimulate, provoke, and excite thought and enthusiasm at the Event; to develop an appropriate and entertaining program that in format and content is consistent with the theme; and generally to present a world class, professional, high value forum and program for and to senior level decision-makers and thought leaders from within and outside the information technology industry. WITSA shall for this purpose provide and extend all necessary cooperation and assistance to the Host Organization, as may be reasonably requested by the Host Organization.

5.3 WCIT Keynote Speaker(s). Past WCIT events have demonstrated the marketing need for and the appeal to Registered Delegates of having one or more world-recognized figures as WCIT main keynote speaker(s) and the desirability of engaging that individual or individuals as soon as practical after signing the Agreement. The Host Organization shall use reasonable efforts to secure the participation of such a speaker or speakers and the execution of a speaker's agreement(s) no later than 12 months prior to WCIT 2012 or such other date as agreed in writing by the parties.

5.4 Other Speakers. The Host Organization shall use reasonable efforts to arrange the participation of other prominent speakers for WCIT 2012. Such speakers shall be internationally recognized leaders from government, education, science, journalism, and the global IT industry and shall be of a quality and have the stature and knowledge to discuss and advance the theme outlined in the Host Bid.

5.5 Opening and Closing Ceremonies. The Host Organization shall provide both Opening and Closing Ceremonies and provide for a speaking role for the WITSA Chairman, and/or Secretary General, as appropriate, at each ceremony. In addition, the Closing Ceremony shall provide for the transfer of the WCIT from the current Host Organization to the next host

organization. The Opening and Closing Ceremonies shall be planned in consultation with WITSA.

5.6 Awards Ceremony. At the Host Organization's expense, the Host Organization shall: (a) provide for a Gala Dinner and Awards Ceremony or equivalent function for all Registered Delegates in conjunction with WITSA's biannual Awards Ceremony prior to the last day of the Event, which recognizes achievement within the information and communications technology community; (b) provide Complimentary Registrations for up to ten (10) awardees and three (3) nights lodging for the awardees; (c) provide adequate recognition of the awardees in the Gala Dinner and Awards Ceremony which the Host Organization shall organize and produce in consultation with WITSA; (d) invite each award winner and, up to one guest per award winner, to attend the Gala Dinner at no charge; and (e) in consultation with WITSA, host a Press Conference for awardees at a time and place acceptable to WITSA and make reasonable efforts to insure press attendance. The Host Organization agrees that WITSA shall have final approval of the agenda for the Gala Dinner and Awards Ceremony and that it will not, in its own name or any other, make any awards at the Gala Dinner and Awards Ceremony, or at any other time at WCIT 2012, without WITSA's prior written consent, which consent will not be upheld unreasonably.

5.7 Coordination with WITSA. The Host Organization shall:

(a) engage in regular and frequent communication with WITSA Officials, providing such information as WITSA may reasonably request;

(b) at its own expense, host (i) a briefing for WITSA's Steering Committee and (ii) a press conference with WITSA Officials in \_\_\_\_\_, \_\_\_\_\_ approximately one (1) year prior to the Event Dates, which briefing and press conference shall be on the same or a separate contiguous date at WITSA's option with a meeting of WITSA's Public Policy Committee. The Host Organization shall, at its own expense, provide WITSA with adequate meeting space for convening its Steering Committee and Public Policy meeting, breakout sessions, related audio and visual equipment, and lunch and coffee breaks for attendees. Preferably this meeting space shall be in, or as near as reasonably possible to, the site of WCIT 2012, shall have the capability of providing meeting space for at least one hundred (100) individuals with a minimum of sixty (60) seats around a main table, contain such audio and visual equipment as WITSA reasonably requests fourteen (14) calendar days in advance, and shall be reserved for up to two (2) days and for such hours as WITSA and the Host Organization shall mutually agree, which date(s) shall be set at least four (4) months in advance;

(c) use reasonable efforts to send one or more representatives of the Host Organization to the WITSA Steering Committee and/or General Assembly meeting held from the signing of this Agreement through the Event Dates, and also to the first Steering Committee meeting held after the conclusion of WCIT 2012. WITSA will provide those representative(s) a forum to present the progress being made by the Host Organization on the WCIT 2012 and, after WCIT 2012's conclusion, to report on its success;

(d) give WITSA the right to inspect the books and records, including financial records, of the Host Organization but only to such extent as they may relate to WCIT 2012.

Such inspection shall occur only after reasonable notice, during normal business hours, and so as not to be disruptive of the Host Organization's activities;

(e) provide up to six (6) Complimentary VIP Registrations to WITSA for the attendance at WCIT 2012 of WITSA's Chairman, Chairman Emeritus, Secretary General, President, Counsel, and Public Policy Chairman and three (3) Complimentary Registrations for three (3) staff persons ("WITSA Officials"). WITSA shall supply the Host Organization a list by name of those WITSA Officials who are to receive such Complimentary Registrations at least sixty (60) days prior to the Event. In addition, the Host Organization shall use reasonable efforts to guarantee registration of these nine (9) WITSA Officials at the designated Headquarters Hotel; and

(f) at its own expense, (i) provide WITSA and each of its WITSA Partners with prominently located exhibit space, each approximately 8 x 12 feet in size; (ii) provide each WITSA Partner with up to three (3) Complimentary Registrations; (iii) provide signage and verbal recognition of up to eight (8) WITSA Partners, , commensurate with recognition afforded to WCIT 2012 Sponsors, in such manner as WITSA and the Host Organization shall mutually agree; and (iv) provide up-to-date electronic lists of Registered Delegates and Sponsor Organizations as of at least 65 and 35 days prior to the start of WCIT 2012, for use solely by WITSA at no extra costs, to the extent applicable law does not prohibit or restrict the same.

#### 5.8 WITSA Meetings Held in Conjunction with WCIT 2012.

(a) The Host Organization shall, at its own expense, provide WITSA with meeting spaces and lunch and coffee breaks in connection with its Public Policy Committee and its Steering Committee and General Assembly immediately prior to the Event Date. This meeting space shall be in, or as near as reasonably possible to, the site of WCIT 2012, have the capability of providing meeting space and breakout spaces for one hundred fifty (150) individuals with a minimum of seven five (75) seats around a main table, contain such audio and visual equipment as WITSA shall reasonably request two (2) months in advance, and shall be reserved for up to two (2) days for such hours as WITSA and the Host Organization shall mutually agree, which date shall be set at least one (1) year in advance.

(b) In addition, the Host Organization shall, at its own expense, and during the Event Dates, provide WITSA with a meeting space at the WCIT 2012 convention center specified in Section 5.1, as the Host Organization and WITSA shall mutually agree, capable of seating ten (10) persons, so that WITSA might meet with delegations from WITSA members attending WCIT 2012 and conduct other WITSA business as appropriate.

## **6. MARKETING.**

6.1 Marketing Activities. The Host Organization shall make reasonable efforts to obtain adequate and sufficient funds, with a minimum target of \$6 million (USD) in cash and/or in kind contributions, from revenues from Attendees, Sponsor Organizations and governmental sources for promotion and hosting of WCIT 2012. In connection therewith, the Host Organization shall, in cooperation with WITSA, use reasonable efforts to:

- (a) promote WITSA's branding by prominently featuring WITSA's Marks in all marketing and promotional materials, news releases, interviews, press releases, press conferences, and signage related to the Event;
- (b) develop a marketing communications plan, a corporate sponsorship acquisition strategy, different levels of corporate sponsorships, major sponsorship packages for specific sponsorship opportunities and a corporate sponsorship sales presentation and other marketing materials;
- (c) obtain, with the assistance of WITSA personnel, feedback on such sales and marketing plans and materials from marketing executives who have worked on behalf of previous WCIT host organizations, together with sponsor lists and other information concerning sponsors of past WCIT events;
- (d) promote corporate sponsorship-marketing packages that allow small cap companies and companies from emerging markets to participate as sponsors of WCIT 2012 at affordable sponsorship levels, as determined by the Host Organization;
- (e) provide Complimentary Registrations for at least fifty (50) Delegates from emerging countries, but only when the World Bank or another organization providing funds for travel and lodging requires that there be no registration fee for the Event as a condition to such funding;
- (f) provide at least fifty (50) Complimentary Registrations (which shall not include any complimentary travel or lodging) to WITSA for individuals from developing countries, as defined by the UN Development Economic Indicators Report;
- (g) create a database of sponsorship and Delegate prospects that includes the sponsors and Delegates from previous WCIT events, including WCIT 2010 in Amsterdam, The Netherlands;
- (h) target appropriate new sponsorship and Delegate prospects, including prospects and Delegates from emerging IT markets, with the assistance of WITSA, by encouraging them to attend WCIT2010 in Amsterdam, The Netherlands;
- (i) visit and make presentations to major sponsors and Delegate prospects both in the Host Organization's country and abroad, capitalizing on local and national trade associations as well as business development venues such as conferences, seminars and trade shows;
- (j) make available international travel packages for Registered Delegates that include local features of interest and prominent tourist destinations, as well as IT business centers;
- (k) regularly communicate with and update interested sponsor and Delegate prospects through marketing communication channels such as direct mail, newsletters and electronic mail, to draw attention to breaking news regarding program development and the opportunities afforded by attending and sponsoring WCIT 2010; and

(1) coordinate and cooperate with the host organization for WCIT 2010 in Amsterdam, The Netherlands to provide a video presentation on WCIT 2012 at the closing ceremony of WCIT 2010, be both a sponsoring and supporting organization for WCIT 2010, and host a reception for WITSA members and selected WCIT 2010 sponsor prospects during WCIT 2010 to promote WCIT 2012. In light of the value it will receive WCIT 2010, the Host Organization, agrees to seriously consider sponsoring WCIT 2010 at a minimum of \$50,000 USD.

6.2 Marketing to Attendees. The Host Organization shall make every reasonable effort to achieve the attendance of at least 1,800 Registered Delegates. By no later than January 1, 2010, the Host Organization, at its expense, shall engage a recognized creative services provider to develop a logo, image and basic marketing collateral for use in the Closing Ceremonies at WCIT 2010 and to work with representatives from all major participating countries on increasing awareness of WCIT 2012 world-wide. Any logo developed by the Host Organization or any agent or contractor thereof shall be the property of Host Organization and deemed part of the Host Organization Works and Marks for purposes of this Agreement, subject to the license granted to WITSA hereunder, including the requirement that WITSA's logo be displayed whenever the Host Organization's logo is displayed.

6.3 Web Marketing and Internet Website. The Host Organization shall, at its sole cost and expense, design, develop, promote, host and maintain a web site on the Internet for WCIT 2012 (hereinafter the "WCIT 2012 Website"), giving regard for the provisions for a website as set forth in the WITSA Operations Manual. The main page of the WCIT 2012 Website shall, at a minimum, contain a prominent WITSA logo and the words, "WITSA's WCIT 2012". The domain name for the WCIT 2010 Website shall be [www.WCIT2012.org](http://www.WCIT2012.org) or such other domain name(s) selected by the Host Organization and approved by WITSA, which approval shall not be unreasonably withheld. The Host Organization shall register, at its sole cost and expense, the domain names(s) used for the WCIT 2012 Website in the Host Organization's name, and shall retain all ownership rights to such domain names until the dissolution of the Host Organization or termination or expiration of the Agreement, at which time all such rights shall automatically be deemed to have been assigned to WITSA. In addition, the Host Organization will ensure that it has such appropriate license as may be necessary to; provide to WITSA the rights to any propriety software used by the website for the purpose of copying and/integrating content from the WCIT 2012 Website to WITSA's website. The WCIT 2012 Website shall be hosted on a server of Host Organization's choosing with a URL of [www.WCIT2012.org](http://www.WCIT2012.org) or such other domain name(s) selected by the Host Organization and approved by WITSA. From the date the WCIT 2012 first becomes accessible via the Internet until six (6) months after the conclusion of WCIT 2012, the WCIT 2012 Website shall contain important dates, WCIT 2012 venues, sponsorship opportunities, the names of committed sponsors and speakers, an overview of the program and related events and other relevant information and shall be continuously linked to WITSA's website. The Host Organization shall use reasonable efforts to ensure that the WCIT 2012 Website is accessible twenty-four (24) hours a day, seven (7) days a week and shall respond promptly to all errors or defects in the operation of the WCIT 2012 Website. By January 1, 2011, the Host Organization will make every effort to ensure its Supporting Organizations have some portion of their websites dedicated to the Event, and to provide links from such websites to the WCIT 2012 Website. Once the Host Organization commences registering Delegates for WCIT 2012, the Host Organization will

within a reasonable timeframe ensure that the WCIT 2012 Website includes a link to a separate, secure URL so that persons can register electronically.

6.4 Promotional Events. The Host Organization shall, in its own discretion, take reasonable steps to promote WCIT 2012, e.g. on a one-on-one basis through the use of dinners, receptions, speaking engagements at events hosted by other organizations, including Supporting Organizations, and one-on-one meetings with sponsor prospects, visiting delegations, embassies, etc.

6.5 Media Coverage. The Host Organization shall make all reasonable efforts to seek active media coverage during WCIT 2012, including, but not limited to, at its own expense and during the Event Dates, providing a press room, arranging media interviews for guest speakers, WITSA's Chairman and President, and WCIT 2012 Officials, daily press releases, video releases, and, ideally, a daily newsletter covering the previous day's events and highlighting the current and next days' activities. The information released to the media and contained in the daily newsletter, if any, shall also appear on the WCIT 2012 Website.

6.6 Marketing Collateral. By no later than May 1, 2010 or such other date as agreed in writing by the parties, the Host Organization shall have commenced preparation of marketing collateral, including, among other items, marketing brochures, WCIT historical information, promotional CD-ROMS, registration forms, event programs, and biographies of speakers and WITSA and Host Organization executives.

## **7. INSURANCE.**

7.1 Liability Insurance. The Host Organization, at its sole cost and expense, shall by January 1, 2012 obtain appropriate general liability insurance from a reputable insurance carrier to protect the Host Organization in the event of any claims or liabilities related to personal or property damage or injuries suffered by any third person. Certificates of Insurance indicating the amount(s) of coverage shall be delivered to WITSA by February 1, 2012. The Certificates shall name WITSA and ITAA as additional named insureds and shall indicate that the insurer has waived its subrogation rights against WITSA and ITAA. The Certificates shall also indicate that the policy will not be changed or terminated without at least ten (10) business days' prior notice to WITSA.

## **8. TERM EXPIRATION AND TERMINATION.**

8.1 Term. The initial period of this Agreement shall commence on the Effective Date and, unless sooner terminated for cause under this Section 8 or otherwise extended by written agreement by the parties, will expire and end six (6) months after the Event Dates.

8.2 Material Breach. In the event of a material breach of this Agreement by either party, the non-defaulting party may terminate this Agreement by giving the defaulting party sixty (60) days' advance written notice thereof unless the defaulting party cures the breach in all material respects before the expiration of such sixty (60) day period or otherwise has commenced curing such breach, in which event the sixty (60) day cure period will be automatically extended for up to an additional sixty (60) days so long as the defaulting party continues to diligently cure the breach. Notwithstanding the foregoing, the Host Organization's obligation to pay the

License Fee on a timely basis, as set forth in Section 4.1, shall not be afforded any grace or cure period, except upon the written consent of WITSA, which consent may be withheld in WITSA's sole and absolute discretion.

8.3 Force Majeure. Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay in or failure to perform any of its obligations under this Agreement if such delay or failure is caused by circumstances beyond that party's reasonable control (including without limitation, acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, and any other natural disaster, acts of war, hostilities (whether war be declared or not), invasion, acts of foreign enemies, rebellion, insurrection, terrorism, military or usurped power, riots, civil commotion, sabotage and revolution, burglary, theft, criminal damages, strike, lockout, revocation of work permits, shipping delays, labor unrest or other industrial disturbances, outbreak of disease or health warnings issued by World Health Organization (WHO), provided, however, that the party unable to fulfill its obligations shall immediately give notice of this force majeure event to the other party and shall do everything in its power to resume full performance. This Agreement shall be suspended during such delay and, upon cessation of the cause of the delay, the Agreement shall again become fully operative; provided that, if as the result of such delay any modification of the terms of this Agreement or a cancellation of any part thereof is requested by one party and it is reasonable that such modification or cancellation should be made, the Agreement shall be so modified or cancelled, provided that if such delay shall exceed three (3) months, either party may give written notice of termination of this Agreement and thereupon this Agreement thereof shall terminate.

8.4 Requirements upon Termination or Expiration. Upon termination or expiration of this Agreement for any reason,

(a) The license granted by WITSA to the Host Organization with respect to WITSA's Works and Marks, as set forth in Section 3, shall automatically terminate and the Host Organization shall return to WITSA all WITSA Works previously provided by WITSA to the Host Organization;

(b) The Host Organization shall continue to own all rights, title and interest in and to Host Organization Works and Marks but shall automatically be deemed to have granted to WITSA a worldwide, non-exclusive, perpetual, royalty-free right to use and sublicense the Host Organization Marks and use, reproduce, distribute, modify, display, perform and sublicense the Host Organization Works solely for the purpose of promoting WCIT 2012 (in the event the Host Organization is terminated pursuant to Section 8), future WCITs, WITSA events, and WCIT related activities;

(c) The Host Organization shall provide Host Organization Works, including any working documents and other materials in its possession created during the term of this Agreement, to WITSA in electronic format unless they were not created or maintained electronically, in which case they shall be provided in the form and format as maintained; and

(d) WITSA and the Host Organization immediately return all documents containing Confidential Information and copies thereof to the other party.

8.5 Survival. The respective rights and obligations of the parties under Sections 3.2, 4, 7, 8, and 9 shall survive any termination or expiration of this Agreement.

## **9. MISCELLANEOUS.**

9.1 Severability. The parties acknowledge that, should any part of this Agreement become null and void, then only that portion of the Agreement shall become null and void and all other provisions will continue in full force and effect.

9.2 Assignment. Neither Party shall assign or otherwise transfer its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent may be withheld in either Party's sole and absolute discretion. The foregoing restriction on assignments and transfers shall apply to any assignment or transfer, regardless of whether the same shall occur in the context of a bankruptcy, insolvency, foreclosure, liquidation, or similar proceeding.

9.3 Sub-Contract. The Host Organization may sub-contract the performance of this Agreement or part(s) of this Agreement to a third party that has been established for the purpose of planning and executing WCIT2012 or engaged to fulfill the Host Organization's obligations under this Agreement ("Subcontractor"). Notwithstanding the foregoing, the Host Organization shall not be relieved of any responsibility or obligation to WITSA under this Agreement by reason of its election to enter into any subcontract, or consulting agreement, with respect to its performance under this Agreement.

9.4 Amendment. Except as specifically authorized herein, any supplement, modification, or waiver of any provision of this Agreement must be in writing and signed by an authorized representative of each Party. A waiver of either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

9.5 Dispute Resolution. Any dispute, controversy or claim arising in connection with this Agreement or the breach thereof ("Dispute") should at first instance be settled by negotiations between the Parties or their representatives. Prior to referring any matter to arbitration, the Parties shall refer the Dispute to the respective representatives nominated or appointed by the Parties for consideration. If their representatives are unable to resolve the Dispute within thirty (30) calendar days after the Dispute being referred to them, any of the Parties in the Dispute may refer the matter to binding arbitration by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules; and judgment on the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The number of arbitrators shall be one. The place of arbitration shall be in Arlington County, Virginia. The working language for any such arbitration shall be English. The reference of any matter, dispute or claim to arbitration pursuant to or the continuance of any arbitration proceedings consequent thereto shall in no way operate as a waiver of the obligations of the Parties to perform their respective obligations under this Agreement and pending the outcome of the decision of the arbitrator, the Parties hereto shall continue with their respective responsibilities under this Agreement. The costs of the arbitration proceedings shall be borne in equal portion by the Parties unless the arbitrator determines otherwise. The decision and award of the arbitrator shall, in the absence of clerical or manifest error, be final and binding on the

Parties hereto. Nothing in this Clause will prevent a Party from seeking urgent equitable relief before an appropriate court.

9.6 Governing Law. Both parties agree that this Agreement shall be governed by and construed in all respect in accordance with the laws of Virginia, without regard to its conflict of laws provisions.

9.7 Notices. All Notices and other communications under this Agreement shall be in writing and shall be deemed duly given if mailed by registered mail or certified mail, return receipt requested, first class, postage prepaid and addressed as follows:

If to WITSA: World Information Technology & Services Alliance  
1401 Wilson Boulevard, Suite 1100  
Arlington, Virginia 22209  
Attention: Secretary General  
Facsimile: (703) 525-2279

With a copy to: Holland & Knight LLP  
1600 Tysons Boulevard, Suite 700  
McLean, Virginia 22102  
Attention: James M. Lewis, Esquire  
Facsimile: (703) 720-8638

If to Host Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

9.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

9.9 Captions. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference and shall not be deemed a part of this Agreement.

9.10 Entire Agreement. This Agreement and all schedules, addenda and attachments hereto constitute the entire agreement between the parties with respect to the subject matter stated herein as of the Effective Date and may only be modified by an instrument in writing signed by both parties. This Agreement cancels and supersedes any and all prior and contemporaneous proposals (oral or written), understandings, representations, conditions,

warranties, covenants and other communications between the parties, which relate to the subject matter of this Agreement, including the Host Bid.

9.11 No Waiver. No failure or delay of any of the parties herein in exercising any right or power given to it under this Agreement shall operate as a waiver thereof. No waiver or any breach of any provision of the Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach. No waiver of any breach or any modification of this Agreement shall be effective unless agreed to in writing executed by the parties.

9.12 Independent Contractors. Nothing in this Agreement shall be deemed to create a joint venture between the parties hereto or between the Host Organization and WITSA and/or ITAA. The relationship between the Host Organization and WITSA and/or ITAA is that of independent contractors, and neither party shall have authority to act on behalf of, or bind the other party, in any way.

9.13 Enforcement or Legal Action. The parties shall comply with all applicable laws, regulations, and other requirements of the national and local authorities in the countries in which it operates and does business, as well as with the laws of the jurisdiction where a party is registered to do and does transact business. Each party shall indemnify and hold harmless the other from all claims, losses, penalties, and expenses, including reasonable attorneys' fees, which may arise from the failure of such party to comply with any laws, rules or regulations of any governmental entity in performance hereunder. In the event of any action to enforce an obligation under this Agreement, the losing party shall pay all reasonable costs and attorneys' fees, in addition to any damages.

9.14 Indemnification.

(a) Mutual Indemnification. WITSA and the Host Organization hereby agree to indemnify, defend, and hold harmless (the Party providing indemnification is referred to as the "Indemnifying Party") each other (the Party receiving indemnification is referred to as the "Indemnified Party") and their respective affiliates, directors, officers, employees, managing directors, principals, shareholders, agents, controlling persons, attorneys, auditors and accountants, from and against any and all losses, claims, damages and liabilities (collectively, "Losses"), joint or several, to which such Indemnified Party may become subject under any applicable law or suit related to or arising out of the matters described in this Agreement by reason of the Indemnifying Party's conduct or breach or default of any of the terms and conditions of this Agreement, and the Indemnifying Party will reimburse the Indemnified Party for all fees and expenses (including reasonable counsel fees and expenses) as they are incurred in connection with the investigation of, preparation for, and defense of any pending or threatened claim or any action or proceeding arising there from, whether or not the Indemnified Party is a party, and the prosecution and defense of any counter claims, cross claims and third party claims arising there from or related thereto. The Indemnifying Party shall defend the Indemnified Party with counsel who shall be selected by Indemnified Party and approved by the Indemnifying Party in its reasonable discretion, and the Indemnifying Party shall fund such retainers and payments as required by such counsel. The Indemnifying Party will not be liable under the foregoing indemnification provision in respect of any loss, claim, damage or liability to the extent that a court of competent jurisdiction shall have determined by a final judgment that such

loss, claim, damage or liability resulted from the Indemnified Party's negligence or willful misconduct. The foregoing indemnification provisions are in addition to, and not in derogation of, any statutory, equitable or common-law remedy any Party may have for breach of covenant or agreement.

(b) Notice of Third Party Actions. An Indemnified Party shall give written notification to the Indemnifying Party of the commencement of any suit, claim, action or proceeding by a person or entity other than a Party to this Agreement or any affiliate of any such Party for which indemnification may be sought (a "Third Party Action"). Such notification shall be given within twenty (20) days after receipt by the Indemnified Party of notice of such Third Party Action, and shall describe in reasonable detail (to the extent known by the Indemnified Party) the facts constituting the basis for such Third Party Action and the amount of the claimed Losses; provided, however, that no delay or failure on the part of the Indemnified Party in so notifying the Indemnifying Party shall deprive the Indemnified Party of its rights to indemnification hereunder except to the extent of any damage or liability caused by or arising out of such delay or failure.

9.15 Limitation of Liability. Except with respect to Host Organization's payment obligations to WITSA under Section 4.1, and notwithstanding anything in this Agreement to the contrary, the cumulative, maximum amount of liability that WITSA and Host Organization shall have to the other for defaults or breaches of representations or covenants under this Agreement or on whatever legal grounds shall not exceed the total sum of \$200,000 (USD), unless the damages suffered by one of the parties are the result of intentional acts or intentional omissions, gross negligence, or willful misconduct by the other party. Any liability for WITSA and/or the Host Organization for consequential damages, consequential loss, lost profits, lost savings, loss of goodwill, loss of reputation, damage through business interruptions, damage ensuing from members of WITSA and/or and mutilation or loss of data shall be excluded.

9.16 Counterparts.

(a) This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, but will not be effective until each party has executed as least one counterpart.

(b) Each counterpart, when executed, will be deemed to constitute an original copy of this Agreement, but the counterparts taken together, will constitute one and the same instrument.

Signed for and on behalf of:

Signed for and on behalf of:

**WORLD INFORMATION TECHNOLOGY  
AND SERVICES ALLIANCE**

**HOST ORGANIZATION  
WCIT 2012**

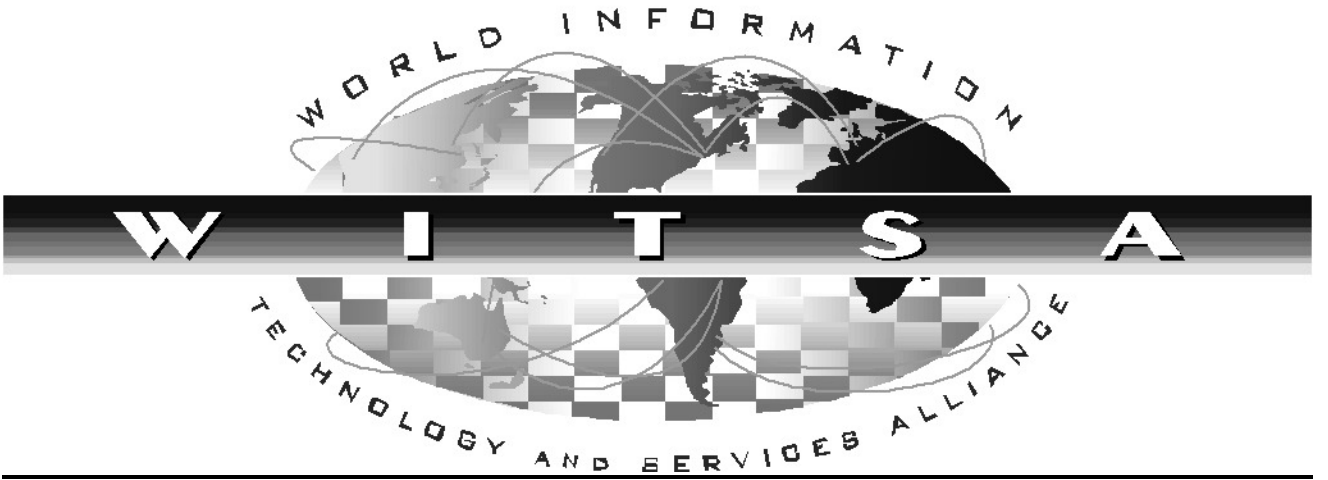
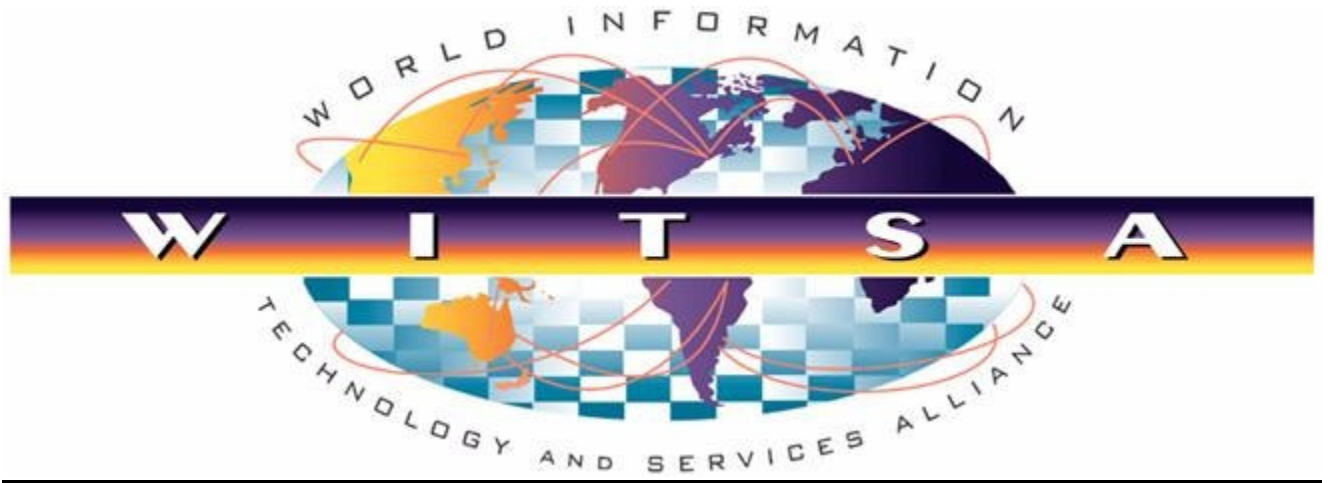
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Signature

By: \_\_\_\_\_  
Signature

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Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A



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