



WITSA's GPPS 2013 **LICENSING AND HOSTING AGREEMENT**

This WITSA's GPPS 2013 LICENSING AND HOSTING AGREEMENT (hereinafter referred to as the "Agreement"), is effective as of this ___ day of _____, 20 __, by and between World Information Technology and Services Alliance, a Virginia non-stock corporation, (hereinafter referred to as "WITSA"), and NAME OF WINNING HOST, (hereinafter referred to as the "Host Organization"). (Hereinafter individually referred to as the "Party" or collectively referred to as the "Parties", as the context may require.)

RECITALS

WHEREAS, WITSA is the premier global association representing the information technology industry, with affiliates representing eight-two (82) information technology industry associations located throughout the world;

WHEREAS, WITSA's increasing role in global public policy and interest from global information technology leaders have created a need for a public policy summit to be held in odd numbered years complementing WITSA's premier event, WITSA's World Congress on Information Technology, which is held in even numbered years, with the next one scheduled for 2012 in Montreal, Canada.

WHEREAS, Global Public Policy Summit (hereinafter referred to as "GPPS") have been held in Buenos Aires, Argentina, Kuala Lumpur, Malaysia, Cairo Egypt, Hamilton, Bermuda and Guadalajara, Mexico.

WHEREAS, in June 2011, WITSA requested bids from member organizations to host WITSA's GPPS 2013;

WHEREAS, the Host Organization, a WITSA member organization in (NAME OF WINNING HOST TERRITORY/COUNTRY submitted a bid for the purposes of, among others, promoting the ICT industry, stimulating the HOST TERRITORY/COUNTRY's economy, and exposing the HOST TERRITORY/COUNTRY's economy and culture to world policy leaders;

WHEREAS, WITSA, upon collecting and evaluating all bids submitted to host the GPPS 2013, recognized the superior quality, clarity and vision of the Host Organization's bid and awarded the Host Organization the license to host WITSA's GPPS 2013;

WHEREAS, WITSA and the Host Organization 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 to attend the event whether or not they actually attend.

1.2 "Guest Attendee" shall be any attendee for whom the host organization has paid for or waived the registration fee.

1.3 "Effective Date" shall mean the date first above written, which is the date the Agreement comes into force.

1.4 "Event Date" shall mean [TO BE INSERTED], 2013.

1.5 "Event" shall mean WITSA's Global Public Policy Summit 2013 or WITSA's GPPS 2013 organized and hosted by the Host Organization.

1.6 "Headquarters Hotel" shall mean the (HOTEL NAME) or other hotel agreed in writing by the Parties hereto.

1.7 "Homepage" shall mean the first page retrieved when accessing the web site or any other web site chosen by the Host Organization to promote the Event.

1.8 "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."

1.9 "Intellectual Property Rights" shall mean any and all patent, trademark, service mark, copyright 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.

1.10 “Principle Office” shall mean WITSA’s Secretariat located at 8300 Boone Blvd (Suite 450), Vienna, VA 22182

1.11 “Licensing Fee” shall mean the charges payable by the Host Organization to WITSA in accordance with the provision specified in Section 4 hereinbelow.

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

1.13 “Registration Fee” shall mean the amount of money (USD) the Host Organization requires an Attendee to pay to attend the Event, which excludes expenses related to lodging, travel, personal insurance and optional tours.

1.14 “Subsidized Registration” shall be a registration for the Event at 80% of the lowest applicable published rate for a Registration Fee.

1.15 “WITSA’s Marks” shall mean the names, logos, trademarks, service marks and domain names set forth in Exhibit A, or as may be modified or otherwise changed between execution of the Agreement and the Event Date.”

1.16 “WITSA Works” shall mean any Works created and/or otherwise owned 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”.

1.17 “Work” shall mean any work of authorship developed in connection with the promotion and hosting of the Event, 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).

1.18 “WITSA Partner” shall mean, and for purposes of this Agreement be limited to any trade association, economic development organization, governmental entity or non-IT company that participates in WITSA’s program of corporate sponsorship of WITSA. A WITSA Partner may also be a sponsor of GPPS.

2. GENERAL RESPONSIBILITIES OF PARTIES.

2.1 Offer and Acceptance. WITSA hereby awards, and the Host Organization hereby accepts, the right and privilege to host WITSA’s GPPS 2013 in [INSERT CITY NAME] upon the terms and conditions set forth herein.

2.2 WITSA's Responsibilities. To increase the likelihood that the Event will be successful, WITSA shall:

- (a) grant the Host Organization a license to use all WITSA's Marks and Works provided by WITSA in accordance with the terms hereunder;
- (b) promote the Event to and among its member organizations, participate in press conferences and media interviews as appropriate, and assist in sourcing, securing and handling international guest speakers for the Event;
- (c) assist as the Host Organization may reasonably request, in securing the participation of Attendees from its member organizations (outside host country) in WITSA's GPPS 2013;
- (d) provide the Host Organization with the materials from previously held WITSA GPPS events that are in its possession;
- (e) encourage its member organizations to assist the Host Organization in obtaining financial sponsorship for the "WITSA-GLOBAL PUBLIC POLICY SUMMIT 2013 (NAME OF HOST LOCATION) or "WITSA GPPS 2013 [LOCATION]"
- (f) participate in-person or by conference call as a non-voting member of the organizing committee of the Host Organization; and
- (g) provide the Host Organization with such other non-monetary support and assistance as the Host Organization may reasonably request.
- (h) Provide a fee based event monitoring tool to track benchmarks and evaluate progress.

2.3 Host Organization's Responsibilities. In an effort to make the Event successful, the Host Organization shall:

- (a) plan, organize and stage WITSA's GPPS 2013 in a manner that reflects favorably upon WITSA, the information technology and public policy communities;
- (b) remain solvent and follow the Generally Accepted Accounting Principles (GAAP) during the term of this Agreement;
- (c) coordinate and organize both private and public sector support of WITSA's GPPS 2013, including the public policy organizations, and governmental entities whose jurisdictions include the Event;

- (d) make its best effort to execute the Event theme of [INSERT THEME] unless the Parties shall agree in writing upon another theme;
- (e) pay a Licensing Fee to WITSA and agree to share the Works generated from the Event;
- (f) provide a venue that accommodates the meeting of at least five hundred (500) attendees at the Event;
- (g) provide reasonable measures for the safety and security of all attending or participating in the Event; and
- (h) Host and promote WITSA officers and staff appropriately as the owners of the Event.
- (i) Provide for all travel expenses (Business Class Airfare) for the WITSA Secretary General or a mutually agreed substitute to make on sight support visits each quarter.

3. EVENT NAME; LICENSING; INTELLECTUAL PROPERTY RIGHTS.

- (a) Name of Event. The name of the Event is “WITSA GLOBAL PUBLIC POLICY SUMMIT 2013 [INSERT LOCATION] or “WITSA GPPS 2013 [INSERT LOCATION].” and may also be referred to and abbreviated as “WITSA’s GPPS 2013.” The name 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, which shall not be unreasonably refused.

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 and sublicense (subject to paragraph 3.2 (d) the WITSA Marks for the sole purpose of promoting and hosting the Event. The Host Organization agrees that it shall prominently display the WITSA Logo on each occasion that it displays its own logo and in a manner similar to the display of the Host Organization logo on all marketing and promotional materials and signage for the Event generated by the Host Organization and its affiliates. The Host Organization further agrees that it shall include the WITSA Name in close proximity to the initial reference to the Event Name in all marketing and promotional materials for WITSA’s GPPS 2013 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 the Host Organization a worldwide, non-exclusive right to use, reproduce, distribute, modify, display and perform the WITSA Works (subject to paragraph 3.2 (d) solely for the purpose of promoting and hosting the Event. The following copyright notice and credit line distributed to the public must appear in connection with Host Organization's use of the WITSA Works: “© 2007 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, royalty-free right to use, reproduce, distribute, modify, display, perform and sublicense the Host Organization Works and Marks solely for assisting in the marketing of WITSA’s GPPS 2013 during the term of this Agreement.
- (d) License Restrictions. Notwithstanding the licenses granted to Host Organization herein, 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 for sale to the public or to Attendees 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, except where it is in relation to the promotion of the Event. Any revenues generated from the manufacture, distribution, sale, licensing, distribution, display or performance of the WITSA Marks in connection with the Event shall inure to the benefit of the Host Organization during the period commencing on the date of this Agreement and ending one (1) year after the Event Dates, and thereafter shall inure to the benefit of WITSA. WITSA agrees not to license the WITSA Marks to any third party for any commercial purpose related to the Event without the prior written approval of the Host Organization, which approval shall not be unreasonably withheld; provided, however, that WITSA is hereby authorized to license WITSA Marks to WITSA Partners for such partners' use but only in connection with WITSA’s GPPS 2013. Notwithstanding the licenses granted to WITSA in this Section 3, WITSA agrees that it will not, without the prior written approval of the Host Organization, (i) use the Host Organization Marks, or (ii) sell or license, distribute, display, perform or otherwise make available for a fee or other forms of non-monetary consideration the Host Organization Works, to any person or entity except where it is in relation to the promotion of the Event. Any revenues generated from the use, distribution, sale, licensing, distribution,

display or performance of the Host Organization Marks and/or Works in connection with the Event shall inure to the benefit of the Host Organization.

4.

4.1 Intellectual Property Rights. The Parties acknowledge and agree 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) the Host Organization retains all rights, title and interest in the Host Organization Works and Marks; (c) nothing in this Agreement shall convey to a Party any right of ownership, license, entitlement or other IP Rights under any foreign or domestic law owned by the other Party in its Marks or its Works; (d) neither Party shall now or in the future contest the validity of the other Party's Marks or Works; (e) neither Party shall in any manner take any action that would impair the value of, or goodwill associated with, such other Party's Marks; and (f) the Host Organization 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.

5. LICENSING FEE.

In consideration of the rights granted herein, the Host Organization shall pay WITSA as follows: The Host Organization shall pay WITSA \$75,000.00 (USD), payable in two installments. The first payment of \$37,500 (USD) shall be paid no later than June 1, 2012; and the second installment of \$37,500 shall be paid no later than sixty (60) days prior to the Event Date.

Payments required under this Agreement shall be made by wire transfer or cash equivalent to WITSA in accordance with written instructions provided by the WITSA Secretariat. The Host Organization is at liberty to offer discount pricing as it sees fit to respond to market demands.

6. HOSTING.

6.1 Location of Event. The Host Organization shall hold the Event on the Event Date at the Headquarters Hotel unless otherwise agreed by the Parties in writing.

6.2 Quality of GPPS 2013. The Host Organization shall use reasonable efforts in cooperation with WITSA to develop the Event theme, speakers and format for a high quality Event.

6.3 Speakers. The Host Organization with the assistance of WITSA shall, at the earliest possible date, make its best effort to secure the participation of the most prominent speakers possible for the Event. Speakers shall be internationally recognized leaders from government and the private sector. Each speaker shall, to the extent possible, have the stature and knowledge to discuss the Event theme stated in Section 2.3(e) above.

6.4 WITSA Officials. The Host Organization shall:

- (a) Engage in regular and frequent communication with WITSA and provide such information as WITSA may reasonably request;
- (b) 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 the Event and subject to reasonable notice and such inspection being carried out during the Host Organization's normal business hours.
- (c) Provide WITSA's Chairman, Deputy Chairman, Chairman Emeritus, Secretary General with VIP invitations including Registration Fee but excluding expenses related to lodging, travel, personal insurance and optional tours.
- (d) Provide WITSA with nine (9) Guest Attendee Registrations, including the Registration Fee but excluding expenses related to lodging, travel, personal insurance and optional tours, for WITSA's Chairman, Chairman Emeritus, Deputy Chairman, Secretary-General, Public Policy Action Committee Chairman, General Counsel and three (3) WITSA Secretariat staff. WITSA shall supply the Host Organization a list by name of these officials eligible for Guest Attendee Registrations at least thirty- 30 calendar days prior to the Event Date. In addition, the Host Organization shall use reasonable efforts to guarantee registration of such officials at the Headquarters Hotel, or if necessary, at a second and nearby hotel satisfactory to WITSA, its approval not to be unreasonably refused.
- (e) Provide WITSA's Chairman and the Secretary General with the opportunity to speak during significant social events and at the opening and closing of the Event.
- (f) Provide at its own reasonable expense or subsidized through sponsorship WITSA with a meeting space and lunch and coffee breaks in connection with its Committee and Board of Directors meetings for two days prior to the Event Date. This meeting space shall be in, or as near as reasonably possible to, the site of GPPS 2013, have the capability of providing meeting space for one hundred (100) individuals with a minimum of sixty (60) seats around a main table, contain such audio and visual equipment as

WITSA shall reasonably request fourteen (14) calendar days in advance, and shall be reserved for such hours as WITSA and the Host Organization shall mutually agree.

7. MARKETING.

7.1 Marketing to Sponsors. The Host Organization shall begin the following activities as soon as practicable after signing this Agreement:

- (a) aggressively promote WITSA's branding by prominently featuring WITSA's Marks in all marketing and promotional materials, news releases, interviews, and signage related to the Event. The WITSA logo must appear at all times with the host logo. Where ever applicable state the following –The WITSA Global Public Policy Summit, hosted by (Name of Host), where applicable state The (YEAR) Global Public Policy Summit, a WITSA Event.”
- (b) work with both local and regional publications to provide extensive media coverage of the Event;
- (c) seek support and endorsement from relevant government agencies and associations to lend further support to the Event;
- (d) write and solicit local and international groups to seek participation and sponsorship of the Event;
- (e) draft a plan to fund the Event from several sources such as corporate sponsorships, governmental sponsorships and registration fees; and
- (f) establish a number of different sponsorship levels such as Platinum, Gold, Silver, and Bronze as well as major sponsorship packages for specific sponsorships opportunities, such as dinners, cocktails and refreshments, conference bags, note pads and other Attendee gifts.

7.2 Marketing to Attendees. The Host Organization shall make reasonable effort to achieve the attendance of not less than five hundred (500) Attendees (half of whom are from outside the host country) through the use of electronic mail, promotional mailings, and other marketing activities set forth in this Agreement.

7.3 Marketing Activities. The Host Organization shall develop various marketing and promotional materials, develop and organize various media and public relations activities, such as press conferences, news releases, presentation tours, and pay for and manage the sales and marketing of the Event. Overseas sales and marketing shall be done through electronic mail and also through WITSA, the Homepage and other supporter's websites.

7.4 Web Marketing and Internet Homepage. The Host Organization will develop, promote, and maintain a homepage for WITSA's GPPS 2013 on a server of its

choosing as soon as practicable after signing this Agreement. From the date the Homepage becomes accessible via the Internet until six (6) months after the conclusion of WITSA's GPPS 2013, the Homepage shall contain important dates, WITSA's GPPS 2013 venues, sponsorship opportunities, the names of committed sponsors and Attendees, an overview of the Event and other relevant information. The Host Organization will make its best effort to ensure its marketing partners have some portion of their homepages dedicated to the Event, and to provide links from their homepages to the Homepage. Once the Host Organization commences registration of Attendees, the Host Organization will ensure that the Homepage includes a link to a separate, secure URL so that Attendees can register electronically.

- 7.5 Media Coverage. The Host Organization shall make its best effort to seek active media coverage during the Event itself, which includes but is not limited to, providing a press room, arranging media interviews for guest speakers and Event officials, press releases, and video releases. The information released to the media shall also appear on the Homepage.

8. INSURANCE.

- 8.1 Insurance. The Host Organization, at its sole cost and expense, shall obtain, within ninety (90) calendar days after the Effective Date, and maintain through the Term of this Agreement appropriate liability insurance, from a reputable insurance carrier and with policy limits acceptable to WITSA in order to protect the Parties against any claims or liabilities with which a Party or the Parties may be charged because of personal injury or property damage. A Certificate of Insurance indicating such coverage shall be delivered to WITSA no later than one hundred twenty (120) days prior to the Event Date. The Certificate shall indicate that the policy will not be changed or terminated without at least ten (10) calendar days' prior notice to WITSA, and shall name WITSA as additional insured.

9. TERM; TERMINATION.

- 9.1 Term. The initial period of this Agreement shall commence on the Effective Date and, unless sooner terminated under this Section 8 or otherwise extended by written agreement by the Parties, will end ninety (90) calendar days after the end of the Event.
- 9.2 Material Breach. In the event of a breach of or default under this Agreement by a Party, the non-defaulting Party may terminate this Agreement by giving the defaulting Party written notice (at the address provided at the end of this Agreement) of the breach or default and the non-defaulting Party's intention to terminate. The Agreement shall automatically terminate thirty (30) calendar days after receipt of such notice unless the defaulting Party cures the breach or default in all material respects before the expiration of such thirty (30) calendar day period.

9.3 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, exceptionally inclement weather 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), subject always 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.

9.4 Requirements Upon Termination. Upon termination or expiration of this Agreement for any reason,

- (a) The licenses 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; and
- (b) The Host Organization shall continue to own all right, 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 WITSA's GPPS 2013 (in the event the Host Organization is terminated pursuant to Section 8.2), future GPPS, WITSA events, and related activities.
- (c) 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.
- (d) WITSA and the Host Organization shall 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 (c), 3.3, 4, 7, 8, 9 shall survive any termination or expiration of this agreement.

10. MISCELLANEOUS.

10.1 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.

10.2 Assignment. Neither Party shall assign or otherwise transfer its rights 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.

10.3 Sub-Contract. The Host Organization may sub-contract the performance of this Agreement or any part of the Agreement to a third party ("Subcontractor"); provided such Subcontractor is acceptable to WITSA in its sole discretion and such Subcontractor agrees in writing (a) not to compete in any way with WITSA, including but not limited to hosting an event comparable to WITSA's World Congress on Information Technology; (b) to be bound by the terms and conditions of this Agreement, including but not limited to the intellectual property rights and restrictions set forth in Sections 3 and 8.4; and (c) to be subject to such other terms and conditions as WITSA may reasonably require. 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.

10.4 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 both Parties. A waiver of either Party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

10.5 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 Fairfax 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.

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

10.7 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 and Services Alliance
8300 Boone Boulevard (Suite 450)
Vienna, Virginia 22182

Attention: Secretary-General
Facsimile: (703) 893 1269

With a copy to: Rees Broome, PC
8133 Leesburg Pike, 9th Floor
Vienna, VA 22182
Attention: James M. Lewis, Esquire
Facsimile: (703) 848-2530

If to Host Organization: NAME OF HOST

With a copy to: _____

- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 Independent Contractors. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the Parties hereto or between the Host Organization and WITSA. 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.
- 10.13 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 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.
- 10.14 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 therefrom, 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 therefrom 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.

- 10.15 Limitation of Liability. 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 shall not exceed \$100,000 (USD).

IN WITNESS WHEREOF, the Parties below have carefully read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signed for and on behalf of:

Signed for and on behalf of:

**WORLD INFORMATION
TECHNOLOGY SERVICES ALLIANCE**

NAME OF HOST

By: _____

By: _____

Name: _____

Name: _____

Address

Address

Title

Title

Date

Date

Exhibit A

