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## CWA SPONSORSHIP AGREEMENT

This CWA Sponsorship Agreement made as of \_\_\_\_\_ ("*Effective Date*") is entered into between the *Concept Web Alliance*, represented by *Concept Web 4.0, Inc.* ("CWA"), a Delaware tax exempt 501 (c) 3 not-for-profit organization (Letter of Recognition pending) and \_\_\_\_\_ (the "CWA Sponsor") to support the CWA secretariat activities in 2010.

WHEREAS, the CWA Sponsor desires to be associated with the CWA activities described above; and

WHEREAS, the CWA agrees to associate the CWA Sponsor at the level and under the terms described below;

NOW THEREFORE, the CWA and the CWA Sponsor hereby agree as follows:

### 1. Purpose of Agreement

The purpose of this agreement is to describe the nature and scope of the sponsorship activities and the level of participation provided by the CWA sponsor to the CWA secretariat activities.

### 2. Term of Agreement

The agreement shall commence upon the *Effective Date* and shall extend until December 31, 2010, subject to receipt by the CWA of the promised funds in accordance with clause 4.

The CWA sponsor can decide at its discretion to continue the sponsoring beyond the end data of this agreement by sending a renewal notice to the CWA secretariat. Per the end of each calendar year



CWA is represented by NBIC and Concept Web 4.0



the CWA sponsor can change the level of its contribution by sending notice of the desired change to the CWA secretariat.

CWA may terminate this agreement and the resulting benefits if the payment is not received within the timeframe stated in Clause 4 of this Agreement.

### 3. Sponsorship Levels

For the CWA sponsored activities considered, there are five levels of sponsorship available (ranging from \$1,000 to \$50,000 described in more detail in Exhibit A.

### 4. Terms of Payment

The CWA sponsor agrees to pay to the CWA Host the amount of \_\_\_\_\_ USD \$ reflecting the number \_\_\_\_ sponsorship level. Payments by the CWA Sponsor to CWA are due within four (4) weeks of the execution of this agreement.

### 5. Payment and Processing

Payments can be shipped in US Dollars by wire or check. This agreement serves in lieu of an invoice. A receipt from CWA will be made available on demand.

Two copies of the agreement should be filled out, signed and sent either by email (scanned) to [info@conceptweballiance.org](mailto:info@conceptweballiance.org) or by fax +31 (0)24 890 1798) or to the address below. CWA will return a signed copy to the CWA Sponsor.

Wired payments shall be made to the following account:

Reference Payment: CWA2010  
Bank Name: Wachovia Bank  
Address: 1753 Pinnacle Drive, 3<sup>rd</sup> Floor, Mclean, VA 22101, USA  
Account number: 2000045089741  
Routing number: 051400549  
Swift Code: PNBpus33

Checks in USD \$ shall be sent to the following address:

Concept Web 4.0  
1156 S Westlake Blvd, Unit D  
Westlake Village, CA 91261  
USA

## **6. Obligations of CWA**

CWA agrees to provide the support and services set forth in Exhibit A for the sponsorship level selected, subject to CWA sponsor's timely submission of materials and payment.

## **7. Obligations of CWA sponsor**

The CWA sponsor agrees hereby to pay to the CWA the fee associated with the level of sponsorship selected in accordance with Clause 4 of this Agreement. In no event the CWA will refund any CWA sponsor fee previously paid.

The CWA sponsor agrees to make available to the CWA all materials related to the selected sponsor level in Exhibit A within four weeks of execution of this agreement.

## **8. Reservation of Rights**

CWA reserves the right to reject a potential sponsor for any reason. All sponsor related materials, if applicable, will be reviewed by CWA to ensure that they do not contain any content that can be viewed as disparaging to any group, organization, entity or person, or otherwise potentially cause harm to the reputation and good name of CWA.

## **9. Non-Use of Names**

The CWA Sponsor shall not use the name of the CWA or name and brands of the CWA in any form of publicity or advertising *beyond the scope of the agreement*. All further use of name and brands of CWA require prior approval.

The CWA Sponsor hereby grants CWA world-wide royalty-free permission to use logos and brands of the CWA Sponsor as described in the sponsorship level specified in Clause 4 of this Agreement, in order for CWA to fulfill its obligations resulting from this agreement. The respective licenses are bound to the lifetime of the materials related to the event, printed or electronic. Article 2 applies.

## **10. Limitations of Liability and Disclaimer of Warranties**

Neither party shall be liable for the acts of the other in carrying out this Agreement and, specifically, but not by way of limitation, neither party shall be responsible for the legal, financial or any other obligation entered into by the other in performing this Agreement.

## **11. Force Majeure**

Neither party shall be responsible to the other for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental

interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage or any cause beyond the reasonable control of the party.

### 12. Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. This Agreement shall not be assignable by either party without the prior written consent of the other party. Any attempted assignment is void.

### 13. Arbitration

If a dispute arises from this Agreement Parties agree to first try to resolve such dispute between each other and, if such effort fails, through mutual arbitration. Parties have selected the CWA advisory board as its Arbitration Committee. Parties agree to resolve any dispute through arbitration, and in case Parties cannot reach agreement after consultation of the Arbitration Committee, Parties agree to accept as binding the Arbitration Committee's final proposal for resolution of said dispute.

### 14. Entire Agreement

Except as otherwise specified hereinabove, this Agreement, together with the Member Agreement (in case the Sponsor is also a Member of CWA) embodies the entire understanding between the CWA and the CWA Sponsor with respect to the CWA sponsored activities and supersedes any prior or contemporaneous representations, either oral or written entered into by the parties with respect to the subject matter hereof. No amendments or changes to this Agreement shall be effective unless made in writing and signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the day and year first written above.

\_\_\_\_\_ (CWA Sponsor)

Contact address:

CWA represented by Concept Web 4.0, Inc.

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

By: Albert Mons

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

Title: Director

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

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

## EXHIBIT A

### Sponsorship Opportunities

CWA invites corporate and academic entities to join the Alliance in 2010 as founding sponsors.

**Annual benefits for Founding Corporate Premium Sponsors** (Level 1 \$50,000) include:

- 3 free admissions and 50% discount for up to 5 additional participants on CWA's annual conference fees;
- Invitations to participate in select Alliance events (workshops and conferences);
- Opportunity to propose and co-sponsor events with the Alliance or CWA members;
- Opportunity to submit proposals for presentation at Alliance meetings and events;
- Corporate logo shown during all CWA key notes;
- Corporate logo shown on CWA web site sponsor page;
- Priority access to CWA internal developments, new tools, content, etc;
- Free branding exposure benefits in the Concept Web environments in 2010;
- Receive quarterly email update of CWA member and sponsor activities;
- 30% Discount on fees (ex. travel and accommodation) for 1-day Seminar entitled "The relevance of new Semantic Web Technologies for your company" (to be held at Sponsor's location);
- Opportunity alerts for corporations for commercializing technologies or content developed by CWA members (Note: CWA is committed to developing Open Source technologies and Open Access content but in some cases proprietary technologies and content may be developed under specific program sponsorship);
- Investment opportunities in CWA's D&I (Discoveries and Innovations) companies for angel investors, enterprises and Venture Capitalists (see below for a description) and discount on royalty fee;
- Annual 20 hours of telephonic consulting from a CWA member (expertise to be matched by CWA Secretariat);
- Discounted rates on CWA certification of your company/organization's tools and content;
- Entitlements to a non-voting position on the Governing Board;
- Preferential rates for services mediated by the CWA;
- 15% off sponsorship fees for 2011-2013.

**Annual benefits for Founding Corporate Sponsors** (level 2 \$25,000) include:

- 2 free admissions and 25% discount for up to 3 additional participants on CWA's annual conference fees;
- Invitations to participate in select Alliance events (workshops and conferences);
- Opportunity to propose and co-sponsor events with the Alliance or CWA members;
- Corporate logo shown during select CWA key notes;
- Corporate logo shown on CWA web site sponsor page;
- Priority access to select CWA internal developments, new tools, content etc;
- 50% discount on branding exposure benefits in the Concept Web environments;
- Receive quarterly email update of CWA member and sponsor activities.

- 20% Discount on fees (ex. travel and accommodation) for 1-day Seminar entitled “The relevance of new Semantic Web Technologies for your company” (to be held at Sponsor’s location);
- Opportunity alerts for entrepreneurs for commercializing technologies or content developed by CWA members (Note: CWA is committed to developing Open Source technologies and Open Access content but in some cases proprietary technologies and content may be developed under specific program sponsorship);
- Investment opportunities in CWA’s D&I (Discoveries and Innovations) companies for angel investors, enterprises and Venture Capitalists (see below for a description) and discount on royalty fee;
- Annual 10 hours of telephonic consulting from a CWA member (expertise to be matched by CWA Secretariat);
- Discounted rates on CWA certification of your company/organization’s tools and content;
- Preferential rates for services mediated by the CWA;
- 10% off sponsorship fees for 2011-2013;

**Annual benefits for Founding Corporate, non-profit and academia Sponsors** (level 3 \$10,000) include:

- 1 free admission and 10% discount for up to 2 additional participants on CWA’s annual conference fees;
- Invitations to participate in select Alliance events (workshops and conferences);
- Priority access to select CWA internal developments, new tools, content etc.;
- Corporate logo shown on CWA web site sponsor page;
- 25% discount on branding exposure benefits in the Concept Web environments;
- Receive quarterly email update of CWA member and sponsor activities;
- 10% Discount on fees (ex. travel and accommodation) for 1-day Seminar entitled “The relevance of new Semantic Web Technologies for your company” (to be held at Sponsor’s location);
- Opportunity alerts for entrepreneurs for commercializing technologies or content developed by CWA members (Note: CWA is committed to developing Open Source technologies and Open Access content but in some cases proprietary technologies and content may be developed under specific program sponsorship);
- Annual 5 hours of telephonic consulting from a CWA member (expertise to be matched by CWA Secretariat);
- Discounted rates on CWA certification of your company/organization’s tools and content;
- 5% off sponsorship fees for 2011-2013;

**Annual benefits for Founding Academia Only Sponsors** (level 4 \$5,000) include:

- 10% discount for up to 2 additional participants on CWA’s annual conference fees;
- Invitations to participate in select Alliance events (workshops and conferences);
- Priority access to select CWA internal developments, new tools, content, etc;
- Corporate logo shown on CWA web site sponsor page;
- Certification and global exposure of your faculty’s tools and content;
- Opportunity to submit CWA-endorsed collaborative grant proposals with certified CWA partners;

- 10% discount on branding exposure benefits in the Concept Web environments;
- Receive quarterly email update of CWA member and sponsor activities;
- 5% off sponsorship fees for 2011-2013;

**Annual benefits for Founding Small Sponsors (labs, etc) (level 5 \$1,000) include:**

- 5% discount for 1 additional participant on CWA's annual conference fees;
- Priority access to select CWA internal developments, new tools, content, etc;
- Corporate logo shown on CWA web site sponsor page;
- Certification and global exposure of your lab's tools and content;
- Opportunity to submit CWA-endorsed collaborative grant proposals with certified CWA partners;
- Receive quarterly email update of CWA member and sponsor activities;

**Investment Opportunities**

CWA is committed to producing and fostering Open Source technologies and Open Access content. Nevertheless, in the research and validation stages of the work of the CWA there are often new Discoveries and Innovations (D&I's) that would require additional resources and development time in order to be commercialized or monetized as services or otherwise. When these D&I's are outside of the scope of CWA's ability to pursue, CWA offers these opportunities to Sponsors for consideration of making an investment offer. If no sponsor makes an offer, other non-sponsor investor offers will be entertained. Typical terms require that an x % of gross revenue contribution fee accrues to the CWA secretariat.