



# STATE CORPORATION COMMISSION

*Richmond,*      *January 16, 1998*

*This is to Certify that the certificate of incorporation of*

*The World Information Technology and Services  
Alliance*

*was this day issued and admitted to record in this office  
and that the said corporation is authorized to transact its business  
subject to all Virginia laws applicable to the corporation and its  
business. Effective date:*

*January 16, 1998*



*State Corporation Commission*

*William J. Bridge*

*Clerk of the Commission*

ARTICLES OF INCORPORATION  
OF  
THE WORLD INFORMATION TECHNOLOGY AND SERVICES ALLIANCE

ARTICLE I

NAME

The name of the corporation is The World Information  
Technology and Services Alliance.

ARTICLE II

PURPOSE

The World Information Technology and Services Alliance (the "Association") is organized pursuant to the Virginia Nonstock Corporation Act, Section 13.1-801, et seq of the Code of Virginia, as amended. The Association shall be operated as a trade or business association within the meaning of Section 501(c)(6) of the Internal Revenue Code of the United States of America ("U.S. Internal Revenue Code") to promote the common business interests of the information technology and services industry throughout the world by strengthening the member associations through the sharing of knowledge and experience, the exchange of information, the promotion of trade and investment, the provision of forums for identifying common issues and views, and such other activities as may improve business conditions in

the industry. The Association shall own, license, provide support for and otherwise facilitate and promote a biannual conference known as The World Congress on Information Technology ("World Congress"). The Association shall not carry on any activities that are prohibited for an organization exempt from taxation under Section 501(c)(6) of the U.S. Internal Revenue Code.

### ARTICLE III

#### RIGHTS AND RESTRICTIONS

No part of the net earnings of the Association shall inure to the benefit of its directors, officers, or any private person except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

### ARTICLE IV

#### DISSOLUTION

In the event of the dissolution of the Association, and after all liabilities and obligations of the Association have been paid, satisfied and discharged or adequate provisions made therefor, all remaining assets shall be distributed in accordance

with a plan of dissolution that has been presented to the Members by the Board of Directors and approved by a vote of the Members. Such plan of dissolution may, but shall not be required to, provide for distribution of remaining assets to any organization exempt from federal income tax under Sections 501(a) and 501(c)(3), (4), or (6) of the U.S. Internal Revenue Code.

#### ARTICLE V

##### MEMBERS

The Association shall have one class of Members as designated in its Bylaws. The Bylaws shall also state the qualifications and voting rights of the Members.

#### ARTICLE VI

##### DIRECTORS

The number of and qualifications for directors of the Association shall be fixed in the Bylaws. The initial directors shall be appointed by the incorporator to serve until the first annual meeting on or about June 24, 1998. Thereafter, Directors shall be elected by a plurality of the votes cast by Members entitled to vote and shall serve two (2) years terms or until the next scheduled World Congress.

## ARTICLE VII

## REGISTERED OFFICE AND REGISTERED AGENT

The address of the initial registered office of the Association, which is located in Fairfax County, Virginia, is 8280 Greensboro Drive, Suite 900, McLean, Virginia 22101-3892. The initial registered agent of the Association is James M. Lewis, whose business office is identical with the initial registered office and who is a resident of Virginia and a member of the Virginia State Bar.

## ARTICLE VIII

## LIMIT ON LIABILITY AND INDEMNIFICATION

8.1 Definitions. For purposes of this Article the following definitions shall apply:

(a) "Association" means this Association only and no predecessor entity or other legal entity;

(b) "expenses" include counsel fees, expert witness fees, and costs of investigation, litigation and appeal, as well as any amounts expended in asserting a claim for indemnification;

(c) "liability" means the obligation to pay a judgment, settlement, penalty, fine, or other such obligation,

including, without limitation, any excise tax assessed with respect to an employee benefit plan;

(d) "legal entity" means a corporation, partnership, joint venture, trust, employee benefit plan or other enterprise;

(e) "predecessor entity" means a legal entity the existence of which ceased upon its acquisition by the Association in a merger or otherwise; and

(f) "proceeding" means any threatened, pending, or completed action, suit, proceeding or appeal whether civil or criminal, administrative or investigative, formal or informal, or within or outside the United States of America.

8.2 Limit on Liability. In every instance in which the Virginia Nonstock Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of liability of directors or officers of a corporation to the corporation or its Members, the directors and officers of the Association shall not be liable to the Association or its Members.

8.3 Indemnification of Directors and Officers. The Association shall indemnify any individual who is, was or is threatened to be made a party to a proceeding (including a proceeding by or in the right of the Association or by or on behalf of its Members) because such individual is or was a director or officer of the Association or because such individual

is or was serving the Association, or any other legal entity in any capacity at the request of the Association while a director or officer of the Association, against all liabilities and reasonable expenses incurred in the proceeding except such liabilities and expenses as are incurred because of such individual's willful misconduct or knowing violation of the criminal law. Service as a director or officer of a legal entity controlled by the Association shall be deemed service at the request of the Association. The determination that indemnification under this Section 8.3 is permissible and the evaluation as to the reasonableness of expenses in a specific case shall be made, in the case of a director, as provided by law, and in the case of an officer, as provided in Section 8.4 of this Article; provided, however, that if a majority of the directors of the Association has changed after the date of the alleged conduct giving rise to a claim for indemnification, such determination and evaluation shall, at the option of the person claiming indemnification, be made by special legal counsel agreed upon by the Board of Directors and such person. Unless a determination has been made that indemnification is not permissible, the Association shall make advances and reimbursements for expenses incurred by a director or officer in a proceeding upon receipt of an undertaking from such director or officer to repay the same if it is ultimately determined that such director or officer is not

entitled to indemnification. Such undertaking shall be an unlimited, unsecured general obligation of the director or officer and shall be accepted without reference to such director's or officer's ability to make repayment. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that a director or officer acted in such a manner as to make such director or officer ineligible for indemnification. The Association is authorized to contract in advance to indemnify and make advances and reimbursements for expenses to any of its directors or officers to the same extent provided in this Section 8.3.

8.4 Indemnification of Others. The Association may, to a lesser extent or to the same extent that it is required to provide indemnification and make advances and reimbursements for expenses to its directors and officers pursuant to Section 8.3, provide indemnification and make advances and reimbursements for expenses to its employees and agents, the directors, officers, employees and agents of its subsidiaries and predecessor entities, and any person serving any other legal entity in any capacity at the request of the Association, and may contract in advance to do so. The determination that indemnification under this Section 8.4 is permissible, the authorization of such indemnification and the evaluation as to the reasonableness of



expenses in a specific case shall be made as authorized from time to time by general or specific action of the Board of Directors, which action may be taken before or after a claim for indemnification is made, or as otherwise provided by law. No person's rights under Section 8.3 of this Article shall be limited by the provisions of this Section 8.4.

8.5 Miscellaneous. The rights of each person entitled to indemnification under this Article shall inure to the benefit of such person's heirs, executors and administrators. Special legal counsel selected to make determinations under this Article may be counsel for the Association. Indemnification pursuant to this Article shall not be exclusive of any other right of indemnification to which any person may be entitled, including indemnification pursuant to a valid contract, indemnification by legal entities other than the Association and indemnification under policies of insurance purchased and maintained by the Association or others. However, no person shall be entitled to indemnification by the Association to the extent such person is indemnified by another, including an insurer. The Association is authorized to purchase and maintain insurance against any liability it may have under this Article or to protect any of the persons named above against any liability arising from their service to the Association or any other legal entity at the request of the Association regardless of the Association's power

to indemnify against such liability. The provisions of this Article shall not be deemed to preclude the Association from entering into contracts otherwise permitted by law with any individuals or legal entities, including those named above. If any provision of this Article or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article, and to this end the provisions of this Article are severable.

8.6 Amendments. No amendment, modification or repeal of this Article shall diminish the rights provided hereunder to any person arising from conduct or events occurring before the adoption of such amendment, modification or repeal.

#### ARTICLE IX

#### INTERNAL REVENUE CODE

Each reference in these Articles of Incorporation to a Section of the Internal Revenue Code means such Section of the Internal Revenue Code of 1986, as amended, of the United States of America or the corresponding provisions of any subsequent federal tax law.

Dated: January 7, 1998

By: 

Robert B. Laurence  
Incorporator