

Trademark License Agreement

THIS TRADEMARK LICENSE AGREEMENT (“the Agreement”), effective on the latest signature date on this Agreement, is by and between XBRL International, Inc., with principal offices c/o American Institute of Certified Public Accountants, 1211 Avenue of the Americas, New York, NY 10036-8775 (“Licensor”), and _____, with principal offices at

 (“Licensee”).

Background

Licensee acknowledges that Licensor is the owner of the Mark XBRL EXTENSIBLE BUSINESS REPORTING LANGUAGE & DESIGN (the “XBRL logo”) and now desires to license from Licensor the right to use the XBRL Logo, identified in Schedule A attached hereto, for use in connection with products and services that implement the XBRL specifications, taxonomies, and schema, and Licensor desires to grant such license.

Terms and Conditions

1. License. Licensor hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable, license to use the XBRL Logo attached hereto on Schedule A on or in connection with Licensee’s product or service offerings for so long as the product or service offerings remain compliant with all XBRL Specifications with which compliance is claimed, and subject to the provisions in Sections 2 and 5 of this Agreement. Licensee also may use the XBRL Logo to identify Licensee’s membership in XBRL International; provided, however, that such use does not falsely convey that any product or service offerings implement the XBRL specifications, taxonomies, or schema.

2. Quality Standards and Maintenance. Exercise of quality control over the use of the XBRL Logo is critical to XBRL International’s mission. Licensee agrees to comply with all reasonable policies, procedures, and quality standards, and all product and service offerings must at all times comply with those portions of the Specifications established by the Licensor with which it claims to comply OK, as they may be amended from time to time at the discretion of the Licensor. Failure of the Licensee or any product or service offering to comply and conform to the foregoing shall constitute a material breach of this Agreement. If the product or service offerings fail to comply with the specific Specification advertised by Licensee as being implemented, use of the XBRL Logo on or in connection with the product or service offerings shall constitute a breach of this Agreement. Licensor will rely upon Licensee’s quality control procedures in relation to Licensee’s use of the XBRL Logo, which procedures shall be consistent with industry standard norms. From time to time, or upon request, Licensee will provide Licensor, or its duly authorized representative, without cost to Licensor, samples of marketing collateral distributed by Licensee, as well as a declaration that the quality of the product or service offerings bearing the XBRL Logo is consistent with industry standard norms. If, following its own internal review due process, Licensor objects to the use of the XBRL Logo on any such materials, Licensor shall provide its objections in writing to Licensee. If these objections have not been addressed by Licensee to Licensor’s satisfaction within 60 days of

delivery of said notice by Licensor to Licensee, Licensee shall refrain from such further use of the XBRL Logo until Licensee has satisfied Licensor's objections.

3. Form of Use. Licensee agrees to use the XBRL Logo only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. The following statement must be included in a clearly visible manner on all product packaging and written promotional materials having an area larger than 6 square inches (including, but not limited to, brochures, pamphlets, literature and informational displays) bearing the XBRL Logo:

"The XBRL Logo is a trademark or service mark of XBRL International, Inc. and is registered in the United States and in other countries."

Notwithstanding the foregoing, Licensee may continue to distribute any stationery, advertising, marketing collateral or product packaging that does not contain this attribution language until such time as inventory existing as at the effective date of this agreement is exhausted.

4. Reservation of Rights in Mark. Licensee may use the term XBRL without regard to the terms of this Agreement. Licensor, however, expressly reserves the sole and exclusive ownership of the XBRL Logo. The parties expressly agree that, except for the license granted hereunder, Licensee shall not have any right, title or interest in or to the XBRL Logo. Licensee agrees that it will do nothing inconsistent with such ownership and that its use of the XBRL Logo shall inure to the benefit of Licensor. Licensor shall retain the exclusive right to apply for and obtain registrations of the XBRL Logo (and any variations thereof) throughout the world. Licensee agrees not to use the XBRL Logo or apply for any trademark service mark, d/b/a or other designation that incorporates the XBRL Logo. Licensee shall not engage, participate or otherwise become involved in any other activity or course of action that diminishes or tarnishes the image or reputation of the XBRL Logo or otherwise derogates or challenges Licensor's rights in the XBRL Logo. Licensee may use the XBRL Logo to indicate that a product or service offering complies with Licensor's XBRL Specifications, but shall not use the XBRL Logo in any way that indicates or suggests endorsement or sponsorship of any product or service offering by Licensor.

5. Termination of Agreement. This Agreement may be terminated by either party upon fifteen (15) days written notice to the other party upon: (i) the default by either party in the performance of any of the terms, conditions, or covenants of this Agreement, and failure to remedy such default within thirty (30) days after written notice or demand; (ii) the insolvency of Licensee; (iii) the filing of a petition in bankruptcy by Licensee; or (iv) an adjudication that Licensee is bankrupt; (v) the placement of Licensee's assets in the hands of a trustee or receiver. On the expiry or earlier termination of this Agreement, the Licensee shall discontinue and cease all use of the XBRL Logo.

6. Infringement Proceedings. Licensor shall have the sole authority and right to prosecute any infringement and any unauthorized use of the XBRL Logo, at its sole option. In the event that Licensee learns of any unauthorized use of the XBRL Logo, Licensee shall notify Licensor

promptly, and, if requested to do so, shall cooperate with and assist (at Licensor's expense) in any infringement action that Licensor may bring.

7. Indemnity. Licensor assumes no liability to Licensee or to any third party with respect to any product or service offering sold by Licensee under the XBRL Logo, and Licensee will indemnify Licensor against losses incurred through claims of third persons against Licensor involving the manufacture or sale of such products or services.

8. Limitation of Liability. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED MARK. IN NO EVENT SHALL LICENSOR, ITS STEERING COMMITTEE, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR OTHERWISE, ARISING FROM OR RELATING TO THIS AGREEMENT OR TO LICENSEE'S USE OF THE LICENSED MARK, EVEN IF LICENSOR IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the failure of essential purpose of any remedies available to either party.

9. Relationship of the Parties. This Agreement shall not be construed to make either party the agent, partner or legal representative of the other, and neither party may assume or create any obligations for, on behalf of, or in the name of the other party, or commit any act, make any representation, or advertise in any manner that may adversely affect any rights of the other party or be detrimental to its name or reputation and either party shall indemnify the other party against any losses, damage and third party claims.

10. Notices. All notices, consents, and other communications required or permitted between the parties under or regarding this Agreement shall be in writing, by certified mail, return receipt requested, and shall be sent to the recipient's address as set forth in the introduction to this Agreement. With respect to any notice to Licensor, Licensee shall provide a copy of any such notice to: Gesmer Updegrove LLP, 40 Broad Street, Boston, MA 02109, Attention: Susan M. Mulholland, Esq. All such notices, consents, and other communications shall be deemed to have been delivered upon receipt by the recipient. Either party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

11. Miscellaneous. Licensee shall not assign or sublicense this Agreement or its rights hereunder, without Licensor's prior written consent. This Agreement contains the entire agreement of the parties with respect to its subject matter. Any amendment to this Agreement shall be made in writing and shall be signed by both parties. The waiver by either party of a breach of or a default under any provision of this Agreement, shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement shall be

governed by and construed and enforced in accordance with the laws of the State of New York, excluding its conflict of laws and choice of laws rules. The parties hereto submit and consent to the jurisdiction of the courts in the State of New York, including Federal Courts therein, in any action to enforce (or otherwise relating to) this Agreement, and hereby waive any objection to the propriety or convenience of venue in such courts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal by their duly authorized representatives.

On behalf of Licensee:

On behalf of XBRL International, Inc.

By:
Title:
Dated:

By:
Title:
Dated:

**SCHEDULE A
THE LICENSED MARK**

