

SDR FORUM, INC.

LICENSE AGREEMENT FOR USE OF LOGO AND NAME

License Agreement for Use of Logo and Name (the “Agreement”) dated as of the date set forth on the signature page below (the “Effective Date”) by and be between the SDR Forum, Inc., with offices at 1616 17th Street, Suite 264, Denver, CO 80202 (the “Forum”), and the undersigned member of the Forum (“Member”).

WHEREAS, Member wishes to use the member’s logo of the Forum set forth on Exhibit A attached hereto (the “Mark”) and the Forum wishes to permit Member to use the Mark subject to the terms and conditions set forth herein;

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Use of Mark.

(a) The Forum hereby grants to Member, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-assignable, worldwide, royalty-free license, for the Term of this Agreement (as defined below in Section 5), to use, reproduce, cache, distribute, display and transmit the Mark, solely in connection with advertising, marketing, promotional and branding activities undertaken by Member in connection with Member’s products or services (collectively, the “Products” and each a “Product”).

(b) Member hereby agrees to use the Mark solely in the form or forms provided by the Forum, including in each instance such appropriate indicators (e.g. “TM” or “®”) and proprietary rights notices as may be prescribed by the Forum from time to time, and that Member shall not either alter, erase or overprint any notice provided by the Forum in connection with the Mark or affix the Mark to any Product.

(c) Member shall not use the Mark in any manner that is (i) inconsistent with this Agreement, (ii) inconsistent with such applicable guidelines for such use as may be established by the Forum from time to time or (iii) likely to confuse, mislead or deceive the public, or to be adverse to the best interests of the Forum.

(d) Member agrees that the size of the Mark, as integrated by Member into any banner, poster, printed page, web page or other published material displayed, printed or otherwise distributed by Member (“Print Media”), shall not, in any instance, exceed 2% of the total size of such Print Media.

(e) Member may use the Mark solely to indicate that Member is a member of the Forum and shall not use the Mark in any way that indicates or suggests endorsement or sponsorship of any Product by the Forum.

(f) Member shall use the Mark solely in connection with those of Member’s Products that, at the time of such use, implement the then current version, or the immediately preceding version, of any of the Forum’s standards and/or specification(s)

(g) Member shall maintain the quality of all Products, packaging, documentation, advertising and other materials relating to its Products (including promotional goods and materials) in connection with which the Mark is used by Member at a level that meets or exceeds highest industry standards and that is at least commensurate with the quality that the Forum may require from time to time.

(h) If the Forum provides written notice to Member of any deficiencies in any Product's conformance to the foregoing restrictions, or in the quality of any Product or packaging, documentation, advertising or other materials (including promotional goods and materials) in connection with which the Mark is used by Member, or if Member's use of the Mark, or material bearing the Mark, is deficient in quality or otherwise not in compliance with this Agreement, Member shall correct such deficiencies promptly (and in any event within thirty (30) days after notice from the Forum of such deficiencies). If the Forum determines, in its sole discretion, that Member has failed to correct any such deficiency in accordance with the foregoing, Member shall promptly cease all use of the Mark upon written notice of such determination from the Forum and the Forum may terminate this Agreement immediately upon notice of such termination to Member.

(i) If the Forum determines, in its sole discretion, that Member's use or continued use of the Mark in any given country or jurisdiction may subject the Forum, its affiliates, successors or assigns, or the directors, officers, employees or agents of any of the foregoing, to any legal liability or may jeopardize the Forum's rights in the Mark in any such country or jurisdiction, Member shall promptly cease all use of the Mark in such designated countries or jurisdictions upon written notice of such determination from the Forum.

(j) Member may not sublicense any of the rights granted hereunder to any person without the Forum's prior written consent.

2. Disclaimer of Warranties. MEMBER ACKNOWLEDGES THAT THE MARK IS BEING FURNISHED TO MEMBER "AS IS" AND THE FORUM HEREBY DISCLAIMS, AND MEMBER HEREBY WAIVES, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARK AND THIS AGREEMENT. THE FORUM MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OF THE MARK, FITNESS OF THE MARK FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OF THE MARK OR OTHERWISE.

3. Limitation on Liabilities. TO THE EXTENT PERMITTED BY LAW, MEMBER ACKNOWLEDGES AND AGREES THAT THE FORUM WILL HAVE NO LIABILITY WHATSOEVER TO MEMBER IN CONNECTION WITH THE MARK OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THE MARK OR THIS AGREEMENT, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND EVEN IF THE FORUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, TO THE EXTENT ANY DAMAGES ARE AWARDED AGAINST THE FORUM IN CONNECTION WITH THE MARK OR THIS AGREEMENT BY A COURT OR TRIBUNAL OF COMPETANT JURISDICTION NOTWITHSTANDING THE FOREGOING, MEMBER FURTHER ACKNOWLEDGES AND AGREES THAT THE FORUM'S MAXIMUM AGGREGATE

LIABILITY TO MEMBER AND ANY OTHER PARTY UNDER ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE SUM OF \$100.00.

4. Ownership of Mark. As between the Forum and Member, the Forum will own and retain all right, title and interest in and to the Mark, except to the extent specifically licensed hereunder. Nothing in this Agreement shall be construed to transfer to Member any other rights in the Mark or otherwise. Member agrees that all goodwill and other benefits that accrue because of the use of the Mark shall inure to the benefit of the Forum. Member shall not assert or claim any interest in or do anything that may adversely affect the validity or cause infringement of the Mark. With the exception of the limited right to use the Mark under the terms of this Agreement, Member shall not adopt, use or register any trademark, tradename, logo, domain name or designation that is, or any part of which is, similar to or confusing with the Mark, anywhere in the world. Member agrees to assist the Forum in the protection of the Mark by executing such documents that are reasonably necessary to be executed by Member to register and to enforce the Mark worldwide. Member acknowledges that immediate, extensive, and irreparable damage may result if this provision is not specifically enforced.

5. Term and Termination. The parties acknowledge and agree that this Agreement shall become effective as of the Effective Date and shall remain in effect until Member is no longer a member of the Forum in good standing (as defined in the Forum's Bylaws) or until earlier terminated in accordance with this Section 5 (the "Term"). The parties acknowledge and agree that either party may terminate this agreement at any time, for any reason or for no reason, upon ten (10) days prior written notice to the other party.

6. Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered, if to the Forum, to the address first above written, and if to Member, to the address for Member on the books and records of the Forum. Such notices shall be deemed properly given and effective (i) upon delivery, if delivered in person, (ii) five days after deposit in the U.S. mail, if mailed, postage prepaid, return receipt requested, by certified U.S. mail, (iii) upon confirmed facsimile transmission, if sent via facsimile or (iv) upon confirmed receipt e-mail, if delivered by e-mail. Each party may change its address for such notices from time to time by providing written notice of such change to the other party in the manner set forth above.

7. Miscellaneous. This Agreement is the entire agreement between the parties as to the matters hereunder and there are no other contracts, express or implied. This Agreement may only be modified by an agreement in writing signed by both parties. The waiver by either party of a breach of any provision of this Agreement by the other shall not be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement. The failure of either party to enforce any right under this Agreement shall not be construed to be a waiver of that right, or of damages caused thereby, or of any other rights under this Agreement. Neither party may assign its obligations under this Agreement without first obtaining the written consent of the other party, except that the Forum may assign this Agreement to a successor to all or substantially all of its assets or business without consent. All remedies of the parties hereunder are non-exclusive and are in addition to all other available legal and equitable remedies. This Agreement and any modifications or amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement, and will become effective when one or more counterparts will have been signed by each party and delivered to the other party. The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without reference to any choice of law principles thereof.

Each of the parties to this License Agreement for Use of Logo and Name has duly executed this Agreement as of this _____ day of _____, 20____.

SDR FORUM, INC. (THE FORUM)

By: _____
Name: Allan S. Margulies
Title: Chief Operating Officer

[TYPE MEMBER NAME] (MEMBER)

By: _____
Name: _____
Title: _____

EXHIBIT A
SDR FORUM MEMBER'S LOGO

