ANSI/NISO LICENSE AGREEMENT FOR THE NATIONAL ADOPTION OF ISO STANDARDS

This License Agreement for the National Adoption of ISO Standards (the "Agreement") is entered into as of August 19, 2010 (the "Effective Date") by and between the American National Standards Institute, Inc. ("ANSI"), a New York corporation whose business operations are located at 25 West 43rd Street, New York, NY 10036-8002, and the National Information Standards Organization ("NISO"), a standards developing organization incorporated in the State of Maryland whose address is 1 North Charles Street, Suite 1905, Baltimore, MD 21201, both of which shall together hereinafter be referred to as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the International Organization for Standardization ("ISO") asserts the copyright to certain international standards and publications published by ISO (the "ISO Standards"); and
WHEREAS, ISO has approved copyright, text exploitation rights and sales policies relating to ISO Standards (the "ISO Policy"); and
WHEREAS, the ISO Policy encourages the adoption of international standards by standards developing organizations which are deemed "identical standards" or "modified standards" (as those terms are defined in ISO/IEC Guide 21) as "National Standards"; and
WHEREAS, the term "National Standards" in the context of the United States means "American National Standards"; and
WHEREAS, NISO submitted to ANSI the standard(s) identified in Annex (1) hereto for approval as American National Standard(s), which standards were not originally developed by NISO but harmonized with or identical to the ISO Standards also identified in Annex (1) (the "ISO Standard(s)"); and
WHEREAS, ANSI has approved or may approve the ISO Standard(s) as American National Standard(s), and as such they may be deemed to be a Nationally Adopted International Standard (the "NAIS Standard(s)").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, the Parties do hereby agree as follows:

1. Rights Granted to NISO
Upon approval of the NAIS(s), NISO is hereby granted the co-exclusive right, together with ANSI, to publish, distribute, package and sell the NAIS Standard(s) in any format as long as all of the following conditions are met and continue to be met:
(a) NISO has the right to nationally adopt the related ISO Standard(s) and is in compliance with the ANSI Policy Regarding Rights to Nationally Adopt IEC and ISO Standards or Otherwise Use IEC and ISO Material (the "ANSI Policy") in doing so;
(b) NISO (or, if applicable, the TAG Administrator authorizing the NISO to nationally adopt the ISO Standard(s) pursuant to the ANSI Policy) continues to provide such support to the U.S. TAG for the ISO Standard(s) identified in Annex (1);
(c) NISO incorporates security measures to prohibit unauthorized access when the NAIS Standards are delivered electronically via the Internet and/or any other public network, and the NAIS Standards shall not be made publicly available, or permitted to be published, without security on an open network without the prior written approval of ANSI; and
(d) NISO remains in full compliance with the terms and conditions set forth in this Agreement.

2. Term: Termination
(a) The term of this Agreement shall be from the Effective Date through December 31, 2011. This Agreement shall be automatically renewed under the same terms and conditions for terms of one calendar year each unless one Party notifies the other Party in writing of its intention to terminate this Agreement at least thirty (30) days prior to the expiration of the initial term of this Agreement or any renewal term thereof.
(b) This Agreement may be terminated by the Parties only as follows:
   (i) By written mutual agreement of NISO and ANSI;
   (ii) By the insolvency of or the petition by or on behalf of either Party for bankruptcy or reorganization under bankruptcy laws or any assignment for the benefit of creditors;
(iii) By either Party, in the event of a material breach of this Agreement by the other Party (other than a payment default), if such breach is not cured within ten (10) days after written notice of such breach; or

(iv) By ANSI, in the event of a failure by NISO to make royalty payments or provide accounting statements in accordance with Section 4 and any such failure is not cured within thirty (30) days after written notice thereof.

(c) The Parties agree that this Agreement is subject to any relevant ISO and ANSI Policies (including Section 2.3 of the ANSI Policy). In the event that the terms of any ISO or ANSI Policies relating to National Adoptions are amended, revised or replaced, or if ISO or ANSI promulgate a new related policy or procedure, the Parties shall negotiate in good faith an amendment to this Agreement consistent with amendment(s) or revision(s) to the new ISO or ANSI Policy. If the Parties are unable to agree on an amendment to this Agreement within sixty (60) days of written notice to NISO of the change in such ISO or ANSI Policy, this Agreement may be terminated by either Party within ten (10) days written notice to the other Party.

(d) Except as specified below, upon termination of this Agreement, NISO shall immediately cease to reproduce, package, distribute or sell the NAIS Standards. However, to the extent that, upon receipt of a notice of termination of this Agreement, NISO has previously entered into subscription or networking site license agreements that encompass the NAIS Standards, then NISO shall be permitted to honor such agreements for a period of no longer than twelve (12) months from the date of termination of this Agreement. In such event, NISO shall remain obligated to pay royalties and to provide accounting statements in accordance with Section 4 and the terms and conditions of this Agreement shall remain in effect through the end of the extended period.

3. Copyright Protection.

NISO shall use its best efforts to ensure that recipients of the NAIS Standard(s) do not thereafter engage in the unauthorized duplication, reproduction or copying of the NAIS Standard(s). In addition, NISO shall:

(i) insert in a conspicuous place on the front page (or a comparable location where appropriate) of each copy of the NAIS Standards it distributes or sells the following type of notice: "These materials are subject to copyright claims of ISO, ANSI and NISO. No part of this publication may be reproduced in any form, including an electronic retrieval system, without the prior written permission of NISO. All requests pertaining to the [INSERT NAME OF DOCUMENT] Standard should be submitted to NISO;"

(ii) Apply visible and dynamic watermarking on all individual copies of the NAIS Standards delivered in electronic format in accordance with the practices of the ISO Central Secretariat. This also includes sales of individual copies of the NAIS Standards delivered in electronic format by any NISO reseller of the NAIS Standards. This watermarking shall identify the organization selling the document and shall include the customer’s name, company name if applicable, order number, date, and additional boilerplate text "Single user only, copying and networking prohibited." If NISO incorporates more stringent digital rights management tools on sales of electronic document (document locking to individual computers as a minimum), then watermarking is encouraged, but not mandatory; and

(iii) Notify ANSI and pursue any known violations of this Section.

4. Royalty Payments due ANSI

(a) In consideration of the rights granted herein, NISO shall pay to ANSI, with respect to each NAIS Standard distributed, packaged or sold by NISO, a royalty equal to thirty percent (30%) of NISO's net revenues for such NAIS Standard. Notwithstanding the foregoing, any royalty payments due to ANSI for an individual NAIS Standard sold shall not be less than fifteen dollars ($15) except if the NAIS Standard being distributed, duplicated or sold is priced by NISO at less than sixty dollars ($60) and the ANSI list price for the underlying ISO Standard is also less than sixty dollars ($60). In such cases the thirty percent (30%) royalty shall apply. Courtesy copies of NAIS Standard(s) distributed free of charge to members of NISO's technical committee that had direct responsibility for that NAIS Standard are not subject to the above
stated royalty. For purposes of this Agreement, (a) "net revenues" means gross revenues less any NISO member discounts or credits which result from cancellations and (y) "gross revenues" means the list price established by NISO for the particular NAIS Standard distributed, packaged and/or sold.

(b) NISO shall pay to ANSI thirty percent (30%) of NISO's net revenues pertaining to any NAIS Standard(s) when included in subscription agreements and site/networking license agreements with corporate end-users.

(c) Royalties for NAIS Standard(s) that are included in a compilation, handbook or other type of collections (with or without other standards or documents, in whole or in part) shall be decided on a case-by-case basis.

(d) Royalty payments for sales of NAIS Standard(s) required to be made by NISO shall be paid quarterly within thirty (30) days following March 31, June 30, September 30 and December 31 for the preceding calendar quarter in which such royalty accrued. If there are no sales during any quarterly period, NISO shall send ANSI a "zero" sales report for that period. Such royalty payments shall be made by check payable to ANSI, and each such check shall be accompanied by a statement in electronic format, using the electronic spreadsheet provided by ANSI under separate cover, and certified by an officer of NISO, setting forth:
1. the total amount due to ANSI and how it was computed;
2. the total number of NAIS Standard(s) distributed and/or sold by NISO during the relevant period; and
3. the country where the purchaser is located.

(e) Any credits deducted by NISO from previously paid payments to ANSI shall need ANSI's prior written concurrence if such credit exceeds 10% of such amount previously paid.

(f) Upon written request from ANSI, NISO agrees, at its expense, to have its independent public accountant certify to ANSI the revenues derived by NISO from the rights granted hereunder, the total number of the NAIS Standards distributed, packaged and/or sold hereunder during the period specified by ANSI and the accuracy of the payments made to ANSI by NISO.

(g) Upon reasonable notice, NISO shall make available to ANSI, or its authorized representative, the books and records of NISO necessary to verify, at ANSI's expense, the data supplied to ANSI regarding the NAIS Standards. If the audit reveals any insufficient payment to ANSI, NISO shall immediately pay any amounts owed to ANSI. In addition, if the insufficient payment to ANSI is greater than two percent (2%), NISO shall reimburse ANSI (1) for the full expense of the audit, and (2) pay additional liquidated damages equal to three times the total amount of the discrepancy or inaccurate payment.

5. Notices
All notices required to be given hereunder shall be in writing, sent by registered or certified mail, return receipt requested, and addressed to the Parties at their respective addresses specified below. Such notice shall be deemed received by the Party to whom it is sent within five (5) days of mailing. Alternatively, an e-mail transmission, a facsimile transmission or an overnight or express mail transmittal with a confirmation of receipt shall be acceptable.

If to ANSI (for all notices other than royalty or accounting correspondence):
American National Standards Institute
25 West 43rd Street, 4th Floor
New York, NY 10036-8002
Attention: Danielle Gordon, Senior Manager, Business Development & Licensing
(212) 642-4891 Fax (212) 398-0023
e-mail: dgordon@ansi.org

If to ANSI (for royalty or accounting correspondence and payment):
Address same as above
Attention: Accounting Department
(212) 642-4930
achipchase@ansi.org
If to NISO:
National Information Standards Organization
1 North Charles Street, Suite 1905
Baltimore, MD 21201
Attention: Todd A. Carpenter
Phone: (301) 654-2512
Email: tcarpenter@niso.org

6. Governing Law: Dispute Resolution
(a) This Agreement shall be governed by and construed according to the laws of the District of
   Columbia (exclusive of all conflicts of law rules and principles).
(b) Except as provided in the last two sentences of this paragraph, if a dispute shall arise under this
    Agreement the Parties hereby confer exclusive jurisdiction to hear and resolve any such dispute
    on the American Arbitration Association in the District of Columbia and the City and State of
    New York. Such arbitration shall be binding on the Parties. The Parties expressly waive the
    right to litigate any such dispute in any other location or forum. Either Party shall have the
    right to seek provisional remedies in any court having jurisdiction. In addition, ANSI and
    NISO shall each have the right to assert a cross-claim or third party claim against the other if a
    lawsuit is commenced against ANSI and/or NISO by a third party, notwithstanding the
    exclusive arbitration provision. Judgment on any arbitration award shall be entered by any
    court with competent jurisdiction.

7. Indemnification
(a) NISO shall indemnify ANSI and its directors, officers, employees, members and agents and
    otherwise hold them harmless, from and against any and all claims, liabilities, losses, damages,
    injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses,
    including without limitation, reasonable attorneys' fees, court costs and other legal expenses,
    arising from or in connection with the failure of NISO to fulfill its obligations under this
    Agreement.
(b) ANSI shall indemnify NISO and its directors, officers, employees, members and agents and
    otherwise hold them harmless, from and against any and all claims, liabilities, losses, damages,
    injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses,
    including without limitation, reasonable attorneys' fees, court costs and other legal expenses,
    arising from or in connection with the failure of ANSI to fulfill its obligations under this
    Agreement.

8. Liability
   NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO
   EVENT WHATSOEVER SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL,
   INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO
   LOSS OF PROFITS, LOST TIME OR GOOD WILL, EVEN IF IT HAS BEEN ADVISED OF THE
   POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING
   NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9. General
   (a) Contents of Agreement, Severability: This Agreement constitutes the complete agreement
       between the Parties, supersedes all prior agreements with respect to the subjects hereof; and
       may not be amended or modified, except by a writing signed by both Parties hereto. If any term
       or condition of this Agreement is deemed to be illegal or unenforceable under any rule of law,
       all other terms and conditions shall remain in force. Further, the term or condition which is
       held to be illegal or unenforceable shall remain in effect as far as possible and in accordance
       with the intention of the Parties.
   (b) Independent Contractors: The relationship between ANSI and NISO shall be that of an
       independent contractor and nothing herein shall create a relationship of employer/employee or
       partners or make any Party hereto an agent of any other Party hereto.

/Signature/
(c) **Assignment**: Neither Party may assign this Agreement, in whole or in part, without the prior express written permission of the other Party.

(d) **Confidentiality**: The Parties agree that the financial terms (including, but not limited to, royalty rates) of this Agreement are considered confidential information. The Parties shall keep such financial terms in confidence and shall not, at any time during or after the term of the Agreement, without the other Party’s prior written consent, disclose or otherwise make such financial terms available, directly or indirectly, to any third party unless compelled to do so by a subpoena or other legal authority.

(e) **Force Majeure**: Neither Party shall be responsible for any delay or failure in performance resulting from acts entirely beyond its control.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representative hereinafter identified.

**AMERICAN NATIONAL STANDARDS INSTITUTE, INC.**

By: [Signature]  
George A. Tubbs, Vice President, Publications  
Date: 8/20/10

**NATIONAL INFORMATION STANDARDS ORGANIZATION**

By: [Signature]  
Todd A. Carpenter, Managing Director  
Date: 8/19/10
<table>
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<tr>
<th>NAIS Standard</th>
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