

License to Methodology – Right to use with Attribution

- 1. Scope.** This License governs the use of the Consortium for Service Innovation’s (“CSI”) work titled **“KCS Practices Guide v5”** (the “Methodology”). The Methodology is protected by copyright and other applicable law. Any use, reproduction, distribution or modification of the Methodology other than as authorized under this License is prohibited. By making any use of the Methodology or exercising any rights hereunder, you accept and agree to be bound by the terms and conditions of this License.
- 2. License.** Subject to the terms and conditions of this License, CSI grants you a limited, non-exclusive license to reproduce the Methodology and distribute copies of the Methodology on its own or as combined with other materials or information. You must not charge fees for copies of the Methodology, except that you may charge for the reasonable cost of reproduction in the applicable medium. You may reproduce and distribute the Methodology as set forth above in whole or in excerpted form, provided that no excerpt may be less than an entire technique and that each technique included in an excerpt is reproduced in its entirety. You may not make any changes to the Methodology. All rights not expressly granted by CSI are hereby reserved to CSI.
- 3. Notices; Restrictions.** Each copy of the Methodology that you make, in whatever media or format, must reproduce without change all copyright and other proprietary notices on the Methodology, including this License. You must also provide attribution to CSI by prominently displaying the following statement on each copy: **“KCS was developed by the Consortium for Service Innovation, www.serviceinnovation.org”**. You must include the following in the footer of each graphic or slide you use from the Methodology: **“Consortium for Service Innovation, www.serviceinnovation.org”**, You may not offer or impose any terms on the Methodology that alter or restrict the terms of this License or any recipients’ exercise of the rights granted hereunder. You may not use the Methodology or exercise any right under this License in any manner that is misleading or inconsistent with the principles and practices described in the Methodology.
- 4. Indemnification.** You shall indemnify, defend and hold harmless CSI from and against any and all losses, liabilities, damages, costs and expenses (including attorneys’ fees and other legal costs) incurred or suffered by CSI in connection with any claims, actions or proceedings arising out of or relating to your use of the Methodology, other than any claims actions or proceeding to the extent alleging that content of the Methodology as originally made available to you by CSI infringes any intellectual property rights of any third party.
- 5. Representations, Warranties and Disclaimer.** THE METHODOLOGY IS MADE AVAILABLE TO USE “AS IS” AND WITHOUT WARRANTY OF ANY KIND. CSI SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CSI DOES NOT WARRANT THAT THE METHODOLOGY WILL MEET YOUR REQUIREMENTS OR IS COMPLETE, ACCURATE OR ERROR-FREE. YOU SHALL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES ON BEHALF ON CSI.
- 6. Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: IN NO EVENT SHALL CSI BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS, IN ANY WAY ARISING OUT OF OR RELATED TO THE METHODOLOGY OR THIS LICENSE, EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7. Termination.** This License and the rights granted hereunder will terminate automatically if you breach this License in any way. Sections 4, 5, 6, 7 and 8 shall survive any termination of this License.
- 8. General.** This License shall be governed by the laws of the State of California, without regard to its conflict of laws principles. You agree that San Francisco County, in the State of California, shall be the exclusive and proper forum for any action or proceeding brought under this Agreement. You accept the personal jurisdiction of such courts. Waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect. This License constitutes the entire agreement, understanding and representations, expressed or implied, of the parties with respect to the subject matters described herein, and supersedes all prior written and oral communications, agreements, letters of intent, representations, warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. This License may not be amended or modified without the written agreement of you and CSI.