

KCS VERIFIED **LICENSE AGREEMENT**

This License Agreement (the "Agreement") is made by and between The Consortium for Service Innovation, a Washington non-profit corporation, located at 751 Laurel Street, Suite 533, San Carlos, California ("CSI") and _____, a _____ corporation, located at _____ ("Licensee") as of the latest date signed by the parties (the "Effective Date"). The parties agree as follows:

1. Definitions.

a. "KCS *Verified* Trademarks" means the trademarks specified in Exhibit A hereto, which may be amended as provided herein.

b. "KCS *Verified* Products" means Products that comply with the KCS Verified Standards and have passed the KCS Verification Process as specified by CSI. Upon execution of this Agreement, the Product(s) identified in Exhibit B shall be designated as KCS Verified Product(s).

"KCS *Verified* Standards" means CSI's standards for knowledge management practices and methodologies, which currently includes, but is not limited to, those standards set forth in the CSI document titled "KCS *Verified* Criteria"

c. "KCS Verification Process" means the process specified by CSI for determining compliance with the KCS *Verified* Standards, which may include, but is not limited to, attendance at a KCS Foundations Workshop, completion of a self-assessment program, and CSI's independent evaluation of product functionality.

d. "Materials" means all materials used or intended to be used in the sale, distribution, marketing or promotion of the KCS *Verified* Products, whether in written, electronic or any other medium, including without limitation, literature, packaging, labels, advertising and promotional materials, artwork, display materials, letterhead, business cards, invoices, price lists and sales materials, brochures, posters and internal and external signage.

e. "Product" means a specific major number product release of a specific product of Licensee.

2. License. Subject to Licensee's compliance with the terms and conditions herein, CSI grants to Licensee a non-exclusive, royalty-free, personal and nontransferable (with no right to sublicense) right and license to use the KCS *Verified* Trademarks in connection with the sale, distribution, marketing and promotion of KCS *Verified* Products. For each KCS *Verified* Product, this license allows Licensee to use the KCS *Verified* Trademarks only in connection with the specific major number product release identified for such KCS *Verified* Products and new point number product releases of such KCS *Verified* Product. By way of example only, if a KCS *Verified* Product is identified as major number product release 2.0, Licensee may use the KCS *Verified* Trademarks with point number product releases 2.1, 2.2, 2.3, etc. Licensee shall not use the KCS *Verified* Trademarks in connection with any other major number product release of a KCS *Verified* Product or any other Product or services without CSI's prior written consent and in accordance with Section 3 below. All rights not expressly granted to Licensee hereunder are reserved to CSI.

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3. Additional Products or Major Number Releases.

a. In the event that Licensee desires to use the *KCS Verified* Trademarks in connection with any other major number product release of a *KCS Verified* Product or any other Licensee Product, Licensee shall submit the Product for evaluation under the KCS Verification Process, at CSI's then-current rates, for conformance with the *KCS Verified* Standards. Licensee acknowledges and agrees that CSI may change and update its *KCS Verified* Standards and/or KCS Verification Process from time to time as CSI deems necessary and appropriate in its professional judgment and without notice to Licensee.

b. If, after completing the KCS Verification Process, CSI determines that the Product conforms to the *KCS Verified* Standards, CSI agrees to certify such compliance and authorize Licensee to use the *KCS Verified* Trademarks in connection therewith. Upon CSI's written certification and authorization of any Product as substantially in the form of Exhibit B, such Product shall be deemed a *KCS Verified* Product as that term is used herein, and Licensee's use of the *KCS Verified* Trademarks in connection therewith shall be subject to and governed by the terms and conditions of this Agreement.

c. CSI makes no guarantee that any Product shall be determined to conform to the *KCS Verified* Standards and authorized for use with the *KCS Verified* Trademarks. Further, no Product shall be deemed or construed to be a *KCS Verified* Product and authorized for use with the *KCS Verified* Trademarks except upon CSI's written certification and authorization thereof substantially in the form of Exhibit C.

4. Use of *KCS Verified* Trademarks.

a. Licensee shall only use the *KCS Verified* Trademarks to identify, label and promote *KCS Verified* Products that comply with the *KCS Verified* Standards. Except for such identification, Licensee shall not at any time do, or cause to be done, any act or thing in any way which may suggest, directly or indirectly, that (i) CSI endorses, approves or sponsors Licensee, the *KCS Verified* Products or any other Products or services of Licensee, including without limitation, any judgment or determination by CSI with respect to Licensee's *KCS Verified* Products relative to any other party or its products with which CSI has authorized use of the *KCS Verified* Trademarks; (ii) CSI is the manufacturer, supplier or otherwise a source of any *KCS Verified* Product; (iii) that Licensee is for any purposes an agent of CSI; or (iv) that Licensee promotes or supplies any *KCS Verified* Product on behalf of CSI.

b. Licensee shall identify new versions of its *KCS Verified* Products as major number product releases or point number product releases accurately and in accordance with its standard business practices. Notwithstanding the foregoing, Licensee shall not identify any new version of a *KCS Verified* Product as point number product release if such version contains significant changes to the *KCS Verified* Product or new functionality.

c. Licensee shall not use, register or attempt to register any domain name, user name or URL incorporating the *KCS Verified* Trademarks or any words or combinations of letters similar to any *KCS Verified* Trademark.

5. Quality and Inspection of *KCS Verified* Products.

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a. Licensee shall manufacture, produce, distribute and sell the *KCS Verified* Products and shall use the *KCS Verified* Trademarks only with *KCS Verified* Products manufactured by or for Licensee that comply with the *KCS Verified* Standards. Licensee shall always maintain the quality of the *KCS Verified* Products at a level that meets or exceeds industry standards and not less than the quality of the sample *KCS Verified* Product which was successfully evaluated and certified by CSI in the *KCS* Verification Process.

b. Licensee will permit representatives of CSI to inspect the *KCS Verified* Products at all reasonable times and on prior written notice. Licensee shall, upon request of CSI, submit to CSI or to its representatives, samples of the *KCS Verified* Products that it sells or intends to sell under the *KCS Verified* Trademarks for the purpose of determining compliance with this Agreement. The quality of *KCS Verified* Products will be deemed acceptable to CSI unless specific written objection is given to Licensee within two (2) weeks of the time of inspection. Licensee shall promptly make any necessary corrections. Licensee shall not use the *KCS Verified* Trademarks in connection with any non-conforming *KCS Verified* Products unless and until such correction is made to CSI's satisfaction.

6. Materials and Display of *KCS Verified* Trademarks.

a. At CSI's request, Licensee shall provide CSI with representative samples of all Materials intended to be used by Licensee and all significant changes to any of the foregoing. When using the *KCS Verified* Trademarks under this Agreement, Licensee undertakes to comply substantially with all laws pertaining to trademarks in force at any time, including without limitation, compliance with marking requirements.

b. Licensee shall comply with CSI's instructions and directions regarding the use, appearance and placement of *KCS Verified* Trademarks, including without limitation, the "*KCS Verified* Style Guide" attached hereto as Exhibit D, which may be revised by CSI from time to time (the "*Style Guide*"). CSI will provide Licensee with notice of any material changes to the *Style Guide*.

c. The *KCS Verified* Trademarks shall further be used only in conformance with the following guidelines: (i) the *KCS Verified* Trademarks are proper adjectives and should be followed by generic terms, e.g., Licensee's *KCS Verified* software program; (ii) the *KCS Verified* Trademarks should not be pluralized; (iii) the *KCS Verified* Trademarks should not be used in the possessive form; (iv) the *KCS Verified* Trademarks are never verbs; and (v) the *KCS Verified* Trademarks should always be set off from surrounding text by using initial capital letters, (vi) as indicated in the "*KCS Verified* *Style Guide*".

d. Licensee shall not alter the nature or design of the *KCS Verified* Trademarks in any way and shall not use the *KCS Verified* Trademarks in the creation of a composite *KCS Verified* Trademarks or associate it with another trademark or name used by Licensee, unless prior written consent is obtained from CSI.

7. Registration and Licensee. If CSI makes application to register Licensee as a permitted user or registered user of the *KCS Verified* Trademarks and, if necessary or if requested by CSI, Licensee agrees to join in such application under the conditions of this Agreement and to execute any such documents as may be necessary to implement such application.

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8. Disclaimers; Limitation of Liability.

a. Neither the license granted hereunder nor any certification or authorization of CSI for or in connection with any *KCS Verified* Products or any Materials constitutes in any way any representation or warranty: as to the supply of or use of *KCS Verified* Products or that the advertising or promotion of any *KCS Verified* Products or use of any Materials complies with applicable laws or does not infringe or misappropriate any rights of any third party.

b. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CSI MAKES NO WARRANTIES REGARDING THE *KCS VERIFIED* TRADEMARKS OR ANY *KCS VERIFIED* PRODUCTS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH LICENSEE, AND CSI SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

c. IN NO EVENT SHALL CSI BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THIS AGREEMENT EVEN IF CSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Indemnity. CSI assumes no liability to Licensee or to third parties with respect to the *KCS Verified* Products manufactured, produced, sold, distributed, marketed or promoted by Licensee in connection with the *KCS Verified* Trademarks or to the use of the *KCS Verified* Trademarks. Licensee will indemnify, defend and hold harmless CSI from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including without limitation, attorneys' fees and settlement amounts) arising from or related to the manufacture, production, sale, distribution, marketing or promotion of the *KCS Verified* Products, including without limitation, any claims based on product liability, intellectual property infringement or misappropriation, or nonconformity to the *KCS Verified* Standards. The foregoing obligations do not apply to the extent that any trademark infringement claim is based on Licensee's use of the *KCS Verified* Trademarks as permitted under, and in accordance with the requirements of, this Agreement.

10. Term and Termination.

a. Except as otherwise provided herein, this Agreement shall remain in full force and effect for a term of **seven years** from the Effective Date of this Agreement. This Agreement may be extended for subsequent **two year** terms upon the parties written agreement thereto prior to the expiration of the then-current term; such extension may be limited to one or more specific *KCS Verified* Product(s).

b. CSI may terminate this Agreement in the event that Licensee: (i) applies for or consents to the appointment of a receiver, trustee, or liquidator for all or a substantial part of Licensee's assets; (ii) is unable to, or admits in writing its inability to, pay its debts as they mature; (iii) makes a general assignment for the benefit of creditors; (iv) has any petition under any bankruptcy law filed against it, which petition is not dismissed within 60 days of such filing, or is adjudicated bankrupt or insolvent; or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an

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arrangement for the benefit of creditors, or takes advantage of any insolvency law in its capacity as a debtor. In the event that the foregoing clause is held to be unenforceable, then the trustee in bankruptcy or debtor in possession, as applicable, shall be able to maintain this Agreement only if the trustee or debtor in possession abides by all of the provisions herein; and failure to do so shall be a material breach of this Agreement.

c. CSI may terminate this Agreement in the event that Licensee materially breaches this Agreement and fails to cure such breach to CSI's satisfaction within 30 days after written notice thereof.

d. The license granted hereunder to any *KCS Verified* Product shall automatically terminate if Licensee ceases selling or distributing such *KCS Verified* Product for a period of 90 days or more.

e. Upon termination of this Agreement for any reason, all rights granted to Licensee hereunder shall automatically terminate and revert back to CSI, and Licensee shall cease and desist from all use of the *KCS Verified* Trademarks. Furthermore, Licensee will at no time adopt or use, without CSI's prior written consent, any word or mark which is likely to be similar to or confusing with the *KCS Verified* Trademarks.

11. Ownership of *KCS Verified* Trademarks.

a. Licensee acknowledges that CSI is the owner of the entire right, title and interest in and to the *KCS Verified* Trademarks, and Licensee will not at any time do, or cause to be done, any act or thing in any way impairing or tending to impair any part of such right, title, and interest, and will not challenge the validity of the *KCS Verified* Trademarks. In connection with the use of the *KCS Verified* Trademarks, Licensee shall not in any manner represent that it has any ownership in the *KCS Verified* Trademarks or any registration or applications therefor. Licensee acknowledges that use of the *KCS Verified* Trademarks shall not create in Licensee's favor any right, title, or interest in or to the *KCS Verified* Trademarks, but that all uses of the *KCS Verified* Trademarks by Licensee shall inure to the benefit of CSI.

b. Licensee acknowledges that, from time to time and without prior notice to Licensee, it may be necessary or desirable for CSI to modify certain elements of the *KCS Verified* Trademarks used in connection with the *KCS Verified* Products, to add additional elements to the *KCS Verified* Trademarks, or to discontinue use of some or all of the elements thereof. Accordingly, CSI does not represent or warrant that the *KCS Verified* Trademarks or any elements thereof will be maintained or used in any particular fashion. Any new elements or modifications to existing elements used by CSI following the execution of this Agreement shall be included as the *KCS Verified* Trademarks. In the event that CSI alters any *KCS Verified* Trademarks, or portion thereof, Licensee shall, after written notice from CSI, promptly implement such modifications in future materials.

12. Enforcement. CSI agrees to enforce the *KCS Verified* Trademarks against infringers at its sole option and expense. CSI shall retain all amounts in settlement and damages resulting from its enforcement. In the event CSI elects not to enforce the *KCS Verified* Trademarks after 60 days written request from Licensee to enforce the *KCS Verified* Trademarks, then Licensee may at its option and at its own expense for and on behalf of Licensee, enforce the *KCS Verified* Trademarks. If Licensee enforces the *KCS Verified* Trademarks, it shall retain all damages and amounts in settlement resulting from its

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enforcement.

13. **Publicity.** Licensee may, with CSI's prior written consent, issue a press release indicating that Licensee's *KCS Verified* Products have successfully completed the KCS Verification Process and have achieved certification by CSI as meeting the *KCS Verified* Standards. Licensee shall not, without the prior written consent of CSI, refer to CSI or use the CSI name in press releases, advertising or other public or promotional statements. CSI may use Licensee's name to publicly disclose and identify the *KCS Verified* Products as having successfully completed the KCS Verification Process and having achieved certification of compliance with *KCS Verified* Standards, including without limitation, on its website and in promotional or other materials.

14. **General.**

a. Licensee may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of CSI. CSI's rights and duties under this Agreement are freely assignable. Any attempted assignment, transfer, or delegation in contravention of this Section of the Agreement shall be null and void. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. The parties have read this Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject hereof. No supplement, modification, or amendment of this Agreement shall be binding, unless agreed upon in writing by the parties.

c. This Agreement shall be governed in all respects by the law and statutes of the State of Washington without regard to its conflicts of laws principles. The exclusive jurisdiction and venue of any action under this Agreement shall be in the state and federal courts of King County, Washington. Licensee hereby accepts the personal jurisdiction of such courts.

d. All notices and requests in connection with this Agreement shall be in writing and sent via facsimile, recognized commercial messenger or delivery service. Notices shall be deemed received upon written confirmation of delivery if sent by facsimile or signing for receipt of delivery if sent by messenger or delivery service. Notices shall be sent to the parties at the addresses at the beginning of this Agreement. A party may change its address by giving the other party written notice in the manner set forth above.

e. Nothing in this Agreement shall be construed to create a partnership or an employer-employee relationship for any reason whatsoever. Each party is acting as an independent contractor and not as an agent, partner, or joint venture with the other party for any purpose. Except as provided in this Agreement, neither party shall have the right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

f. If any provision of this Agreement, or portion thereof, is found unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Failure by

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either party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

g. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement, including without limitation, Sections 8, 9, 10.e, 11, 13 and 14.

h. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

The Consortium for Service Innovation

Licensee

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A

KCS VERIFIED TRADEMARKS



Footnote - KCS is a service of the Consortium for Service Innovation

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EXHIBIT B

KCS VERIFIED PRODUCTS

Licensee Product

Major Number Product Release

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EXHIBIT C

**CERTIFICATION AND AUTHORIZATION
FOR ADDITIONAL KCS VERIFIED PRODUCTS**

This attachment to the License Agreement dated _____, 2005 (the "Agreement") by and between The Consortium for Service Innovation ("CSI") and _____, ("Licensee") amends and supplements the Agreement.

CSI hereby certifies that the following Licensee Product(s) have successfully completed the KCS Verification Process and have been determined to meet the KCS *Verified* Standards. CSI hereby designates such Product(s) as KCS *Verified* Product(s) and authorizes Licensee to use the KCS *Verified* Trademarks in connection therewith in accordance with the terms and conditions of the Agreement. Licensee hereby accepts such certification, designation and authorization.

Licensee Product

Major Number Product Release

The Consortium for Service Innovation

Licensee

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT D

KCS *Verified* Style Guide



Consortium for Service Innovation

April , 2005

sm - KCS is a service mark of the Consortium for Service Innovation

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Style Guide Objective

The KCS Verified Style Guide is designed to assist the newly-verified vendors' effort to increase their market visibility and credibility as a potential strategic partner for KCS adopters. The Logo Style Guide defines acceptable use of the logo and color information.

The KCS Verified Logo – Color Specifications

With printed materials the KCS Verified logo should appear in “full color” with the Consortium purple (Pantone PMS* 261) and black whenever possible. CMYK equivalents to the PMS color should be used when full color (or process) printing is required. With documents printed out on laser printers (color or grayscale), high-resolution logo files (in TIFF format) have been produced. For online (web) needs the KCS Verified logo files have been produced in GIF format.

When you need to reproduce the KCS Verified logo, simply use the digital logo files provided along with this guide.

The KCS Verified logo (symbol + logotype) must be positioned on a white background and must always look sharp, clean and well-produced.



CMYK

Purple: C: 51.0 M: 100.0 Y: 0.0 K: 34.0

Black: C: 0.0 M: 0.0 Y: 0.0 K: 100.0

PMS (Pantone Matching System)

PMS: 261

Web smart

Purple: RGB: 85/0/85 Hexadecimal: 550055

Black: RGB: 0/0/0 Hexadecimal: 000000

PMS - Pantone Matching System. Pantone Inc.'s standard for color reproduction and color reproduction materials.

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Logo Usage

To create greater visual impact, keep the area around the KCS Verified logo uncluttered.

The logo looks best on a crisp white background. With solid black backgrounds the logo (symbol + logotype) must always be reversed out to white.

Never use placement on photographic or textured backgrounds. Never place the logo or corporate signature within another printed shape.



Full Color: placement on a white background.



Grayscale: placement on a white background. To be used only in white papers, news related materials and when color is not an option.



Black & White: placement on a white background. To be used only in white papers, news related materials and when color is not an option.



Inversed: placement on a solid colored background of your specified print or web colors for use in print or web collateral.

Note:

The first use of the KCS logo in a document should have the following footnote. sm - KCS is a service mark of the Consortium for Service Innovation