

KCS v6 *Aligned* License Agreement

This License Agreement (the “Agreement”) is made by and between The Consortium for Service Innovation, on behalf of itself and its subsidiary, the KCS Academy (collectively “CSI”), 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 v6 *Aligned* Trademarks” means the trademarks specified in Exhibit A hereto, which may be amended as provided herein.
- b “KCS v6 *Aligned* Products or Services” means Products or Services that comply with the KCS v6 *Aligned* Standards and have passed the KCS v6 *Aligned* Verification Process as specified by CSI. Upon execution of this Agreement, the Product(s) and/or Services identified in Exhibit B shall be designated as KCS v6 *Aligned* Products or Services.
- c “KCS v6 *Aligned* 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 v6 *Aligned* Instructions”, the most current version of which is available at <http://www.thekcsacademy.net/tools/get-Aligned/>
- d “KCS v6 *Aligned* Verification Process” means the process specified by CSI for determining compliance with the KCS v6 *Aligned* Standards, which may include, but is not limited to, KCS v6 Practices Certification, completion of the KCS v6 *Aligned* Self-Assessment worksheets, CSI’s independent evaluation of product functionality or services content based on the KCS v6 *Aligned* Technology Demonstration or the Services Description and making the completed KCS v6 *Aligned* Self-Assessment worksheets available.
- e “Materials” means all materials used or intended to be used in the sale, distribution, marketing or promotion of the KCS v6 *Aligned* Products and/or Services, 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.
- f “Product and/or Services” means a specific collection of functionality or capability or materials that is licensed or sold to customers. It can be in the form of: on-premise software or a cloud-based offering, on-premise training or services or online training or services.
- g “Major Product Release” means any update of the product or services that contains significant changes to functionality related to the KCS v6 *Aligned* functionality or any material change that would nullify the functional requirements.

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 v6 *Aligned* Trademarks in connection with the sale, distribution, marketing and promotion of KCS v6 *Aligned* Products or Services. For each KCS v6 *Aligned* Product or Service, this license allows Licensee to use the KCS v6 *Aligned* Trademarks only in connection with the *Aligned* release of the product or service. All rights not expressly granted to Licensee hereunder are reserved to CSI.

3 **Additional Products or Major Product Releases.**

a The KCS v6 *Aligned* trademark is not transferable to other Licensee Products or Services. In the event that Licensee desires to use the KCS v6 *Aligned* Trademarks in connection with any additional products or services, they must follow the process outlined in the "KCS v6 *Aligned* Instructions."

b The KCS v6 *Aligned* designation and trademark may be used for future product or service releases provided all the KCS *Aligned* related functionality or content of the KCS *Aligned* release remains intact in the new release. For each new release, Licensee shall submit the "ANNUAL RENEWAL or NEW PRODUCT/SERVICE RELEASE UPDATE FOR KCS v6 *Aligned* PRODUCTS AGREEMENT" (Exhibit C) and upon approval of the agreement by CSI the vendor may use the KCS v6 *Aligned* designation for the new release. Any material change that would nullify the functional requirements or delete KCS related content requires a complete re-verification.

c If, after completing the KCS v6 *Aligned* Verification Process, CSI determines that the Product or Service conforms to the KCS v6 *Aligned* Standards, CSI agrees to certify such compliance and authorize Licensee to use the KCS v6 *Aligned* Trademarks in connection therewith. Upon CSI's written certification and authorization of any Product or Service as set forth in the form of Exhibit B, such Product or Service shall be deemed a KCS v6 *Aligned* Product or Service as that term is used herein, and Licensee's use of the KCS v6 *Aligned* Trademarks in connection therewith shall be subject to and governed by the terms and conditions of this Agreement.

d Licensee acknowledges and agrees that CSI may change and update its KCS v6 *Aligned* Standards and/or KCS v6 *Aligned* Verification Process from time to time as CSI deems necessary and appropriate in its professional judgment and without notice to Licensee. CSI shall make commercially reasonable efforts to notify Licensee of such changes.

e CSI makes no guarantee that any Product or Service shall be determined to conform to the KCS v6 *Aligned* Standards and authorized for use with the KCS v6 *Aligned* Trademarks. Further, no Product or Service shall be deemed or construed to be a KCS v6 *Aligned* Product or Service and authorized for use with the KCS v6 *Aligned* Trademarks except upon CSI's written certification and authorization thereof.

4 **Use of KCS v6 Aligned Trademarks.**

a Licensee shall only use the KCS v6 *Aligned* Trademarks to identify, label and promote KCS v6 *Aligned* Products or Services that comply with the KCS v6 *Aligned* 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 v6 *Aligned* Products or Services or any other Products or Services of Licensee, including without limitation, any judgment or determination by CSI with respect to Licensee's KCS v6 *Aligned* Products or Services relative to any other party or its products or services with which CSI has authorized use of the KCS v6 *Aligned* Trademarks; (ii) CSI is the manufacturer, supplier or otherwise a source of any KCS v6 *Aligned* Product or Service; (iii) that Licensee is for any purposes an agent of CSI; or (iv) that Licensee promotes or supplies any KCS v6 *Aligned* Product or Service on behalf of CSI.

b Licensee shall identify new versions of its KCS v6 *Aligned* Products or Services as major product or service releases or point number product or services releases accurately and in accordance with its standard business practices. Notwithstanding the foregoing, Licensee shall not identify any new version of a KCS v6 *Aligned* Product or Service as point number product release if such version contains significant changes to the KCS v6 *Aligned* Product or Service functionality or content. Any material changes that would nullify the functional requirements or alignment of the content with the KCS Practices will require a re-verification.

c Licensee shall not use, register or attempt to register any domain name, user name or URL incorporating the KCS v6 *Aligned* Trademarks or any words or combinations of letters similar to any KCS v6 *Aligned* Trademark.

5 Quality and Inspection of KCS v6 *Aligned* Products.

a Licensee shall manufacture, produce, create, distribute and sell the KCS v6 *Aligned* Products or Services and shall use the KCS v6 *Aligned* Trademarks only with KCS v6 *Aligned* Products or Services manufactured by or for Licensee that comply with the KCS v6 *Aligned* Standards. Licensee shall always maintain the quality of the KCS v6 *Aligned* Products or Services at a level that meets or exceeds industry standards and not less than the quality of the sample KCS v6 *Aligned* Product or Service which was successfully evaluated and certified by CSI in the KCS v6 *Aligned* Verification Process.

b Licensee will permit representatives of CSI to inspect the KCS v6 *Aligned* Products or Services 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 v6 *Aligned* Products or Services that it sells or intends to sell under the KCS v6 *Aligned* Trademarks for the purpose of determining compliance with this Agreement. The quality of KCS v6 *Aligned* Products or Services 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 v6 *Aligned* Trademarks in connection with any non-conforming KCS v6 *Aligned* Products or Services unless and until such correction is made to CSI's satisfaction.

6 Materials and Display of KCS v6 *Aligned* 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 v6 *Aligned* 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 v6 *Aligned* Trademarks, including without limitation, the "[KCS Logo Use Agreement and Style Guide](#)," 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 v6 *Aligned* Trademarks shall further be used only in conformance with the following guidelines: (i) the KCS v6 *Aligned* Trademarks are proper adjectives and should be followed by generic terms, e.g., Licensee's KCS v6 *Aligned* software program; (ii) the KCS v6 *Aligned* Trademarks should not be pluralized; (iii) the KCS v6 *Aligned* Trademarks should not be used in the possessive form; (iv) the KCS v6 *Aligned* Trademarks are never verbs; and (v) the KCS v6 *Aligned* Trademarks should always be set off from surrounding text by using initial capital letters, as indicated in the "KCS Logo Use Agreement and Style Guide."

d Licensee shall not alter the nature or design of the KCS v6 *Aligned* Trademarks in any way and shall not use the KCS v6 *Aligned* Trademarks in the creation of a composite KCS v6 *Aligned* Trademarks or associate it with another trademark or name used by Licensee, unless prior written consent is obtained from CSI.

e The mark KCS is a service mark owned by CSI. The first mention of the mark KCS in a written work must include the superscript "®" in the following form: KCS[®]. Licensee must include this footnote or parenthetical statement: "KCS[®] is a service mark of the Consortium for Service Innovation[™]." The correct use of the mark KCS[®] is as an adjective, for example: "the [product name] supports the KCS[®] methodology...." KCS[®] cannot be used in the name of an offering without explicit written permission from CSI.

7 **Disclaimers; Limitation of Liability.**

a Neither the license granted hereunder nor any certification or authorization of CSI for or in connection with any KCS v6 *Aligned* Products or Services or any Materials constitutes in any way any representation or warranty: as to the supply of or use of KCS v6 *Aligned* Products or Services or that the advertising or promotion of any KCS v6 *Aligned* Products or Services 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 v6 *Aligned* TRADEMARKS OR ANY KCS v6 *Aligned* PRODUCTS OR SERVICES, 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 EXCEPT FOR A BREACH OF A PARTY'S DUTY OF CONFIDENTIALITY TO THE OTHER PARTY, NEITHER PARTY SHALL 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8 **Indemnity.** CSI assumes no liability to Licensee or to third parties with respect to the KCS v6 *Aligned* Products or Services manufactured, produced, created, sold, distributed, marketed or promoted by Licensee in connection with the KCS v6 *Aligned* Trademarks or to the use of the KCS v6 *Aligned* 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, creation, sale, distribution, marketing or promotion of the KCS v6 *Aligned* Products or Services, including without limitation, any claims based on product or service liability, intellectual property infringement or misappropriation, or nonconformity to the KCS v6 *Aligned* Standards. The foregoing obligations do not apply to the extent that any trademark infringement claim is based on Licensee's use of the KCS v6 *Aligned* Trademarks as permitted under, and in accordance with the requirements of, this Agreement.

9 **Term and Termination.** Except as otherwise provided herein, this Agreement shall remain in full force and effect for a term of **one year** from the Effective Date of this Agreement. This Agreement may be extended for subsequent **one year** terms upon the submission and approval of the "ANNUAL RENEWAL or NEW PRODUCT or SERVICES RELEASE UPDATE FOR KCS v6 *Aligned* AGREEMENT" (Exhibit C) and payment of the renewal fee.

a Licensee is responsible to update CSI annually, based on the Effective Date of this Agreement, with contact information and the name(s) of the current employee(s) who hold(s) a KCS v6 Practices certification. Failure to provide an annual update to CSI will result in suspension of the License and removal from the CSI list of KCS v6 *Aligned* vendors until the updated information is provided or the term of the License expires.

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 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 v6 *Aligned* Product or Service shall automatically terminate if Licensee ceases selling or distributing such KCS v6 *Aligned* Product or Service 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 v6 *Aligned* 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 confused with the KCS v6 *Aligned* Trademarks.

10 **Ownership of KCS v6 Aligned Trademarks.**

a Licensee acknowledges that CSI is the owner of the entire right, title and interest in and to the KCS v6 *Aligned* 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 v6 *Aligned* Trademarks. In connection with the use of the KCS v6 *Aligned* Trademarks, Licensee shall not in any manner represent that it has any ownership in the KCS v6 *Aligned* Trademarks or any registration or applications therefor. Licensee acknowledges that use of the KCS v6 *Aligned* Trademarks shall not create in Licensee's favor any right, title, or interest in or to the KCS v6 *Aligned* Trademarks, but that all uses of the KCS v6 *Aligned* 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 v6 *Aligned* Trademarks used in connection with the KCS v6 *Aligned* Products or Services, to add additional elements to the KCS v6 *Aligned* Trademarks, or to discontinue use of some or all of the elements thereof. Accordingly, CSI does not represent or warrant that the KCS v6 *Aligned* 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 v6 *Aligned* Trademarks. In the event that CSI alters any KCS v6 *Aligned* Trademarks, or portion thereof, Licensee shall, after written notice from CSI, promptly implement such modifications in future materials.

11 **Enforcement.** CSI has sole discretion to enforce the KCS v6 *Aligned* Trademarks against infringers. CSI shall retain all amounts in settlement and damages resulting from its enforcement.

12 **Publicity.** Licensee may, with CSI's prior written consent, issue a press release indicating that Licensee's KCS v6 *Aligned* Products or Services have successfully completed the KCS v6 *Aligned* Verification Process and have achieved certification by CSI as meeting the KCS v6 *Aligned* 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. With the Licensee's prior approval, CSI may use Licensee's name to publicly disclose and identify the KCS v6 *Aligned* Products or Services as having successfully completed the KCS v6 *Aligned* Verification Process and having achieved certification of compliance with KCS v6 *Aligned* Standards, including without limitation, on its website and in promotional or other materials.

13 **Mutual non-disclosure of confidential information.** CSI and the Licensee agree to respect the confidentiality of any information designated by either party as confidential and agree not to disclose to any other party any information that may be exchanged that is designated as confidential

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, except in the case of a merger, acquisition or asset sale in which case Licensee may assign its rights or delegate its obligations under this Agreement upon notice to 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 KCS v6 *Aligned* Trademarks and KCS v6 *Aligned* Products or Services. No supplement, modification, or amendment of this Agreement shall be binding, unless agreed upon in writing by the parties.

c This Agreement will 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 will 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 email or recognized commercial messenger or delivery service. Notices shall be deemed received upon written email reply or confirmation of delivery 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 affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. Failure by either party to enforce any provisions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

 **KCS v6 Aligned License Agreement**

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 7, 8, 9e, 10, 12 and 13.

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 provision 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: _____

EXHIBIT A

KCS v6 *Aligned* Trademarks



KCS is a service mark of the Consortium for Service Innovation.

EXHIBIT B

KCS v6 *Aligned* Products or Services

Licensee Product/Service Name

Major Number Product/Service Release

Current Employee(s) who hold(s) KCS v6 Practices certification

Name

Email Address

Exhibit C

**ANNUAL RENEWAL or NEW PRODUCT or SERVICES RELEASE UPDATE
FOR KCS v6 *Aligned* AGREEMENT**

This attachment to the License Agreement dated _____, 20__ (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) or Service(s) have successfully completed the KCS v6 *Aligned* Verification Process and have been determined to meet the KCS v6 *Aligned* Standards. CSI hereby designates such Product(s) or Service(s) as KCS v6 *Aligned* Product(s) or Service(s) and authorizes Licensee to use the KCS v6 *Aligned* Trademarks in connection therewith in accordance with the terms and conditions of the Agreement. Licensee hereby accepts such certification, designation and authorization.

Licensee Product/Service Name

Major Number Product/Service Release

Current Employee(s) who hold(s) KCS v6 Practices certification

Name

Email Address

The Consortium for Service Innovation	Licensee
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____