

KCS Logo Use Agreement and Style Guide

Summary:

- You may use the logo to designate yourself, and yourself only, for as long as you hold a current certification in the role
- You may not share the logo with anyone else for their use
- The logo is the property of The Consortium for Service Innovation
- Please use the logo according to the guidelines indicated in Exhibit A
- The mark KCS is a service mark owned by The Consortium for Service Innovation. The first mention of the mark KCS in a written work must include the superscript "®" in the following form: KCS®. You must also 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 The Consortium for Service Innovation.

This Logo Use 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 94070-3113 ("CSI") and _____, an individual, located at _____ ("Licensee") as of the latest date signed by the parties (the "Effective Date"), and is entered into in connection with obtaining certification in the KCS methodology (the "KCS Certification"). The parties agree as follows:

1. Definitions. In addition to capitalized terms defined elsewhere in this Agreement, the following capitalized terms will have the meanings set forth below:

1. "KCS Certification Process" means the process specified by CSI or its subsidiary, The KCS Academy, for determining compliance with the KCS *Verified* or Certified Standards, which may include, but is not limited to, successful completion of a certification exam.
2. "KCS Certified Trademarks" means KCS CERTIFIED, KCS *Verified*, KCS *Aligned* and the KCS Certification Logos.
3. "KCS Verified" means CSI's standards for software products that support KCS.
4. "KCS Certified Standards" means CSI's standards for the roles defined in the KCS Practices Guide or the KCS Certification Program Guide for each respective role.

2. License.

1. Grant of License.

- a. Subject to Licensee's compliance with the terms and conditions herein, CSI grants to Licensee a non-exclusive, personal and nontransferable (with no right to sublicense) license, during the term of this Agreement, to use the KCS Certified Trademarks in connection with the licensee's identity.
- b. Licensee shall not use, register or attempt to register any company name, product name, domain name, user name, email address or URL incorporating any KCS Certified Trademark or any word or combination of letters similar to any KCS Certified Trademark.

3. Use of KCS Certified Trademarks.

1. Licensee will only use the KCS Certified Trademarks to identify and promote themselves as Certified in the role(s) for which they hold a current KCS Certification. Examples of use include but are not limited to: business cards, resumes, letterhead, signature lines and online profiles. Except for such identification, Licensee will not at any time do, or cause to be done, any act or thing in any way which

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may suggest, directly or indirectly, that (i) CSI endorses, approves or sponsors Licensee or any other products or services of Licensee, or (ii) that Licensee is for any purposes an agent of CSI.

2. Licensee will comply with CSI's instructions and directions regarding the use, appearance and placement of KCS Certified Trademarks, including without limitation, any KCS Certified Trademark usage guidelines that may be provided or updated by CSI from time to time. The current Logo Style Guide is attached as Exhibit A.

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

4. Term and Termination.

1. Term. Except as otherwise provided herein, this Agreement will remain in full force and effect from the effective date of this agreement for as long as the licensee maintains their KCS Certification(s). Maintaining KCS Certification may require Licensee's successful completion of the KCS Certification renewal process or other demonstration, to the satisfaction of CSI, of Licensee's continued compliance with the KCS Certified Standards.

2. Immediate Termination. CSI may terminate this Agreement upon written notice to Licensee if (a) Licensee violates the scope or limitations of its license under Section 2 of this Agreement; (b) Licensee's certification of compliance with the KCS Certified Standards expires or terminates for any reason.

3. Effect of Termination.

a. Upon termination of this Agreement for any reason, all rights granted to Licensee hereunder will automatically terminate.

b. KCS will not be liable to Licensee for any damages or claims resulting from, or related to, termination or expiration of this Agreement in accordance with the terms hereof, including loss of goodwill, prospective profits or anticipated sales, or any expenditures, investments, leases or commitments made hereunder or for any other reason.

5. Proprietary Rights.

1. The KCS Certified Trademarks and logos are protected by copyright, trademark and/or other intellectual property laws and are owned exclusively by CSI. Nothing in this Agreement will be construed or interpreted as granting to Licensee any rights of ownership or any other proprietary rights in or to the KCS Certified Trademarks. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED TO CSI.

6. General.

1. 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.

2. The parties have read this Agreement, including Exhibit A, which is incorporated herein by reference, and agree to be bound by its terms.

3. 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.

4. Nothing in this Agreement will 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 will have the right, power, or authority to act or to create any obligation, express or implied, on behalf of the other.

5. The mark KCS is a service mark owned by the Consortium for Service Innovation. 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™."

a. The correct use of KCS® is as an adjective, for example: "the [product name] supports the KCS® methodology...."

b. KCS® cannot be used in the name of an offering without explicit written permission from the Consortium for Service Innovation.

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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 Logo Style Guide

Style Guide Objective

The Logo Style Guide defines acceptable use of the logo and color information for KCS Certified, KCS *Verified*, and KCS *Aligned* logos. The KCS logos (symbol + logotype) must always look sharp, clean and well-produced.

The KCS Logos – Color Specifications

- Printed material: The KCS logos should appear in “full color” with The KCS Academy blue (Pantone DS 199-3 U) and black whenever possible.
- Full color or process printing: CMYK equivalents to the PMS color should be used.
- Documents printed on laser printers (color or grayscale): High-resolution logo files in TIFF format should be used.
- Online (web) needs: KCS logo files in GIF format should be used.

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

CMYK

Blue: C: 66.0 M: 50.0 Y: 0.0 K: 43.0
Black: C: 0.0 M: 0.0 Y: 0.0 K: 100.0

PMS (Pantone Matching System)

PMS: PMS 294

Web Smart

Blue: RGB: R: 49 G: 73 B: 145 Hexadecimal: 314991
Black: RGB: 0/0/0 Hexadecimal: 000000

Logo Usage

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

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

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

KCS Logos

