

- Accredited Assessor
 Approved Service Provider

**KANTARA INCORPORATED IDENTITY ASSURANCE FRAMEWORK
TRADEMARK LICENSE AGREEMENT**

This Trademark License Agreement (this “License Agreement”) is made and entered into as of the Effective Date described below by and between The Kantara Initiative (KI), Incorporated, a Delaware not-for-profit corporation; and _____, a _____ corporation (“COMPANY”).

RECITALS

WHEREAS, KI wishes to foster the adoption of identity trust services provided by Approved Service Providers (“CSPs”) whose service offerings are assessed and approved for conformity to the applicable Identity Assurance Framework Service Assessment Criteria (“SAC”) by an Accredited Assessor; and

WHEREAS, COMPANY wishes to license use of the appropriate Mark (as defined below) from KI as either an Accredited Assessor or as an Approved CSP in accordance with the terms and conditions described below;

NOW THEREFORE:

The parties hereby agree as follows:

1) DEFINITIONS

For purposes of this License Agreement the terminology shown below shall have the following meanings:

- a) “Effective Date” shall be the later of the date of execution of this License Agreement by KI.
- b) “Mark” shall have the following meaning depending on whether COMPANY is identified in Section 2(a) as an Accredited Assessor or as a CSP:

- a) If COMPANY is approved as an Accredited Assessor by KI in accordance with criteria established and/or approved by KI, “Mark” shall mean the **KANTARA INITIATIVE ACCREDITED & Design** logo as set forth in Exhibit A (a).
- b) If COMPANY is approved as a CSP by an Accredited Assessor in accordance with the then-current SAC, “Mark” shall mean the **KANTARA INITIATIVE APPROVED & Design** logo as set forth in Exhibit A (b).
- c) “Related Companies” of COMPANY shall mean a corporation, company or other entity that, now or hereafter, directly or indirectly controls, is controlled by or is under common control with COMPANY, but such corporation, company or other entity shall be deemed to be a Related Company only so long as such control exists. For purposes of this definition "control" means direct or indirect ownership of or the legal right to exercise:
 - (a) more than fifty percent (50%) of the outstanding shares or securities (representing the right to vote for election of directors or other managing authority); or
 - (b) in the case of a corporation, company or other entity which does not have outstanding shares or securities, as may be the case in a partnership, joint venture or unincorporated association, more than fifty percent (50%) of the ownership interest representing the right to make the decisions for such corporation, company or other entity.
- d) “Territory,” subject to Section 2(e), shall be worldwide.

2) LICENSE GRANT

- a) Subject to and expressly conditioned upon compliance with the terms and conditions of this License Agreement, KI hereby grants to COMPANY and any applicable Related Companies of COMPANY a nonexclusive, personal right (including through manufacturing and distribution agents or contractors of COMPANY and Related Companies) to use in the Territory, solely in the manner described in the Kantara Initiative Logo Usage Guidelines set forth in the attached Exhibit B and as may be reasonably

amended by KI from time to time with reasonable notice, the Mark designated below:

- As an Accredited Assessor, COMPANY is licensed to use the **KANTARA INITIATIVE ACCREDITED & Design** Logo as set forth in Exhibit A (a) in connection with services related to undertaking assessments of compliance by CSPs and evaluating their services against the KI Identity Assurance Framework SAC (the “Licensed Services”) according to the Identity Assurance Framework Assurance Assessment Scheme (AAS).

- As an approved Credential Service Provider, COMPANY is licensed to use the **KANTARA INITIATIVE APPROVED & Design** Logo as set forth in Exhibit A (b) in connection with the provision of electronic identity credential services that have been evaluated by an Accredited Assessor and deemed compliant with the KI Identity Assurance Framework SAC (the “Licensed Services”).

Only one box above may be checked. If neither box above is checked, then this License Agreement shall be null and void.

- b) COMPANY hereby ensures its Related Companies’ compliance with the terms and conditions of this License Agreement. COMPANY agrees that it shall be jointly and severally liable for any breach of the terms and conditions of this License Agreement by such parties.

- c) KI warrants that to the best of its knowledge it owns the name and mark **KANTARA INITIATIVE** and the Mark and has the right to enter into this License Agreement, including the right to license the Mark. KI warrants that in its reasonable business judgment it will maintain and enforce the validity and its ownership of the Mark in the Territory.

- d) KI may modify the license right set forth in Section 2(a) above to eliminate any country or jurisdiction from this License Agreement if KI determines, in its reasonable judgment, that use or continued use of the Mark in such country or jurisdiction may subject KI or any third party to legal liability, or may jeopardize KI’s rights in the Mark or any other KI trademarks in that or any other country of jurisdiction. In such event, and upon notice from KI, COMPANY shall with reasonable promptness cease all use of the Mark in such country or jurisdiction.

- e) COMPANY may not use or reproduce the Mark in any manner whatsoever other than as expressly described in Exhibit B.
- f) COMPANY agrees and acknowledges that KI retains all right, title and interest in and to the name and mark **KANTARA INITIATIVE** and the Mark. Except as expressly granted in this License Agreement, COMPANY shall have no rights in the Mark or the underlying **KANTARA INITIATIVE** mark. Under no circumstances will anything in this License Agreement be construed as granting, by implication, estoppel or otherwise, a license to any technology or proprietary right of KI or any member thereof other than the permitted use of the Mark pursuant to Section 2(a).
- g) COMPANY represents and warrants that it will use the Mark solely as provided in this License Agreement and will not use the Mark on goods, products or materials which, in KI's reasonable judgment, will diminish or otherwise damage KI's goodwill in the Mark, including but not limited to uses which could be deemed to be obscene, pornographic, excessively violent or otherwise in poor taste or unlawful, or which purpose or objective is to encourage unlawful activities.
- h) During the period of time the license is valid, the COMPANY has the right to claim the Kantara Initiative Approval or Accreditation of the Service, only as indicated in item a).

3) FURTHER CONVEYANCES

The license grant in Section 2(a) is personal to COMPANY, and COMPANY, except as expressly provided in this License Agreement or otherwise permitted by KI in writing, shall not assign, transfer or sublicense this License Agreement (or any right or obligation granted herein) in any manner without the prior written consent of KI. Notwithstanding the foregoing, where COMPANY transfers to a third party all or substantially all of the business of COMPANY, that party shall be entitled to use the Mark under the terms of this version of this License Agreement upon execution of same.

4) FEES

- a) COMPANY agrees to pay the appropriate fee or fees from the scale of fees for the use of the Mark as published from time to time by KI in its Schedule of Fees and Related Terms (<https://kantarainitiative.org/membership/>), including fees due on extension of this agreement under Paragraph 10. If COMPANY fails to pay any fee due within 30 days of it falling due, without prejudice to any other right or remedy, the license in Paragraph 2 shall cease until payment.
- b) KI undertakes to not change its Schedule of Fees and Related Terms applicable to this Agreement during its three (3) year Term shown in Exhibit C. Changes will be notified with three months' notice.
- c) KI shall not refund in part or whole any fees properly received notwithstanding the exercise of any rights conferred by this License Agreement.

5) QUALITY, INSPECTION, AND APPROVAL

- a) COMPANY represents and warrants that to the best of its knowledge the Licensed Services are in full compliance with the Identity Assurance Framework and/or other relevant KI specifications, and COMPANY agrees to maintain the quality of the Licensed Services at least at a level that meets industry standards and is commensurate with the quality of the representative application materials submitted to and/or approved by KI.
- b) COMPANY shall supply KI with suitable specimens of COMPANY's use of the Mark in connection with the Licensed Services at any time upon at least thirty (30) days prior written notice from KI. COMPANY shall reasonably cooperate with KI to facilitate periodic review of COMPANY's use of the Mark and of COMPANY's continuing compliance with relevant KI standards and procedures.
- c) If KI, in its sole discretion, determines that any use of the Mark or that the quality of the Licensed Services fails to conform to this License Agreement, KI shall provide COMPANY with written notice of such failure or deficiency. The COMPANY shall have sixty (60) days thereafter to satisfy KI that the COMPANY has fully corrected and remedied any such deficiencies. Should the COMPANY fail to cure the deficiencies within

said sixty (60) day period, KI may terminate this License Agreement with respect to such deficient services.

- d) COMPANY represents and warrants that the application materials of the specific identity credentialing service or assessor service submitted to and approved by KI accurately represents the specific COMPANY's product and/or services at all times Licensed Services are available during the Term of this License Agreement.
- e) COMPANY represents and warrants that it will comply with all applicable laws, rules, and regulations regarding promotion and sale of Licensed Services with any use of the Mark and will not knowingly violate or infringe any right of any third party in connection with the promotion and sale of Licensed Services with any use of the Mark.

6) IDENTIFICATION AND USE

- a) COMPANY shall mark all manuals and marketing collateral, and programs, screens and packaging, where space permits, that use the Mark with the trademark footnote as described in Exhibit A (c) and shall otherwise comply with the Kantara Initiative Logo Usage Guidelines (Exhibit B) as amended by KI from time to time with reasonable notice.
- b) COMPANY acknowledges KI's ownership of the name and mark **KANTARA INITIATIVE** and of the various related logo marks, including the Mark. COMPANY shall employ commercially reasonable efforts to use the Mark in a manner that does not derogate from KI's rights in the Mark and will take no action that will interfere with or diminish KI's rights in the Mark. COMPANY shall not adopt, use or register any corporate name, trade name, trademark, domain name, product name, service mark or certification mark, or other designation the same as or substantially similar to the Mark. All use of the Mark by COMPANY will inure to the benefit of KI. COMPANY may not use the Mark in any way that implies endorsement or sponsorship by KI of COMPANY's products or services other than the Licensed Services.

7) DEFENSE OF CLAIMS

- a) In the event KI receives information concerning an intellectual property infringement claim related to the Mark, KI shall notify COMPANY of such

- information and may at its expense, without obligation to do so, either (i) procure for COMPANY the right to continue to use the alleged infringing Mark as set forth in Section 2(a), or (ii) replace or modify the Mark to make it non-infringing, and in which case, COMPANY shall with reasonable promptness thereafter cease use of the alleged infringing Mark.
- b) KI shall have no liability for any intellectual property infringement claim based on COMPANY's products or services, or its use of the Mark.
 - c) EXCEPT FOR KI'S EXPRESS REPRESENTATIONS AND WARRANTIES MADE HEREIN, KI MAKES NO WARRANTIES EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE MARK, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - d) COMPANY agrees to indemnify and defend KI from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees) and pay the amount of any adverse final judgment (or settlement to which both parties consent) arising out of or related to the Licensed Services in any manner, including user claims regarding the Licensed Services' defect, failure or malfunction, provided COMPANY is notified promptly in writing of any claim, and COMPANY has sole control over its defense or settlement.

8) CONSEQUENTIAL, ET AL. DAMAGES

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO COMPANY'S MARKETING OR DISTRIBUTION OF LICENSED SERVICES, OR ANY USE OF THE MARK, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KI BE LIABLE FOR ANY DAMAGES FOR COMPANY'S USE OF THE MARK IN VIOLATION OF THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

9) INFRINGEMENT

COMPANY shall promptly notify KI of any suspected infringement of or challenge to the Mark or any of its constituent elements. COMPANY shall further promptly notify KI of any claims by third parties of infringement by the Mark or any of its constituent elements.

10) TERM OF LICENSE AGREEMENT

- a) The term of this License Agreement shall be for a period of three (3) years from the Trust Mark (s) Effective Date(s) described in Exhibit C; provided however, that either party shall have the right to terminate this License Agreement with cause upon thirty (30) days' prior written notice.
- b) Within sixty (60) days of the expiration of this License Agreement and upon satisfying the then-current requirements of KI for being either an Accredited Assessor or an Approved CSP, the license right set forth herein may be renewed in COMPANY's discretion for an additional term by execution of a subsequent version of this License Agreement and payment of the then-appropriate fee set forth by KI.
- c) From and after termination of this License Agreement, COMPANY shall cease and desist from all use of the Mark and the right to claim Kantara Initiative Approval or Accreditation in relation to the Service.

11) NOTICES

All notices and other communications under this License Agreement shall be in writing and shall be deemed given if delivered personally, mailed by registered or certified mail, return receipt requested, or sent by email or telecopy with a receipt confirmed by telephone, to the parties at the addresses herein or to such other addresses as a party may from time to time notify the other parties. Provision of an email address at which each party may be contacted is mandatory.

KANTARA INCORPORATED
401 Edgewater Place,
Suite 600, Wakefield, MA 01880, US
Email: secretariat@kantarainitiative.org

COMPANY: Information is shown at the end of this License Agreement

12) ENTIRE LICENSE AGREEMENT; AMENDMENT

KI providing this License Agreement to COMPANY does not constitute an offer by KI. Upon execution by KI and COMPANY, this License Agreement, including all Exhibits, contains the entire agreement of the parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications. It shall not be amended except by written agreement subsequent to the Effective Date and signed on behalf of the parties by their respective authorized representatives.

13) GOVERNING LAW; ATTORNEYS' FEES; EQUITABLE RELIEF

- a) This License Agreement shall be governed by and construed in accordance with the laws of the State of Delaware and applicable federal laws. COMPANY hereby consents to jurisdiction and venue in the state and federal courts sitting in the State of Delaware, in the city of Wilmington. The parties agree to accept service of process by U.S. certified or registered mail, return receipt requested, or by any other method authorized by applicable law.
- b) If either party employs attorneys to enforce any rights arising out of or related to the breach of this License Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses.
- c) COMPANY acknowledges that a breach by it of this License Agreement may cause KI irreparable damage that cannot be remedied in monetary damages in an action at law, and may also constitute infringement of the Mark. In the event of any breach by COMPANY that could cause irreparable harm to KI, or cause some impairment or dilution of its reputation or trademarks, KI shall notify COMPANY of such breach and

allow COMPANY ten (10) business days after actual receipt of such notice to respond. COMPANY KI will then attempt in good faith to resolve the breach in a manner satisfactory to COMPANY, KI. If COMPANY fails to respond to KI with a reasonable attempt to resolve the breach within such response period or if the parties' good faith attempts to resolve the breach fail, KI shall be entitled to an immediate injunction and to seek any other legal or equitable remedies.

14) HEADINGS

Section headings are used in this License Agreement for convenience of reference only and shall not affect the meaning of any provision of this License Agreement.

15) WAIVER

No waiver of any breach of any provision of this License 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.

16) SEVERABILITY

If any provision of this License Agreement (or any other agreements incorporated herein) shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17) RELATIONSHIP

Neither this License Agreement, nor any terms and conditions contained hereto, shall be construed as creating an employment, partnership, joint venture or agency relationship or as granting a franchise, and the parties shall be deemed independent contractors. KI is not guarantor of the fitness or quality of the Licensed Services.

18) SURVIVAL

The provisions of Sections 2(g), 6(b), 7, 8, 10, 11, 12 and 13 shall survive expiration or termination of this License Agreement.

19) EXHIBITS

This License Agreement includes Exhibits A and B and C that are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the Effective Date and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this License Agreement duly authorized by all necessary and appropriate corporate action to execute this License Agreement.

COMPANY: _____

KANTARA INCORPORATED

Name (Signature)

Name (Signature)

Name (Print)

Name (Print)

Date

Date

Notice Information for COMPANY:

COMPANY: _____

Address: _____

Attention: _____

Telephone: _____

Fax: _____

Email: _____

With Notice Copies to (if desired):

COMPANY: _____

Address: _____

Attention: _____

EXHIBIT A:

Design Logo Examples

Do not reproduce these examples. Upon execution of the Kantara Initiative Identity Assurance Framework Trademark License Agreement and qualifying to use the appropriate Mark, COMPANY will receive access to all of the electronic logo art files.

(a) KANTARA INITIATIVE ACCREDITED & Design Logo



(b) KANTARA INITIATIVE APPROVED & Design Logo



(c) KANTARA INITIATIVE CLASSIC & Design Logo



(d) **KANTARA INITIATIVE NIST 800-63 rev.3 & Design Logo**



(e) **KANTARA INITIATIVE NIST 800-63 rev.3 (Technical) & Design Logo**



(f) **KANTARA INITIATIVE IDEF & Design Logo**



(g) Trademark Footnote:

The **KANTARA INITIATIVE** word mark and logo are trademarks of Kantara Initiative.

EXHIBIT B:

Kantara Initiative (KI) Logo Usage Guidelines

The following guidelines govern the use of the **KANTARA INITIATIVE ACCREDITED & Design** logo or the **KANTARA INITIATIVE APPROVED & Design** logo ("Mark") by COMPANY in connection with Licensed Services. A copy of the Mark and the appropriate variations of the Mark will be provided to your COMPANY upon execution of the License Agreement.

A. The Mark may only be used to identify Licensed Services of COMPANY per the Kantara Initiative Identity Framework Trademark License Agreement. Further, the underlying **KANTARA INITIATIVE** Mark may not be used standing alone but must always be used in the appropriate Mark as set forth in paragraph E below.

B. The Mark may not be used in a manner that would imply that COMPANY is sponsored or endorsed by, or affiliated with, the members of Kantara Initiative.

C. The Mark may not be used in a manner that would imply that goods or services provided by COMPANY (other than the Licensed Services) are sponsored or endorsed by, or affiliated with, KI itself or its members.

D. The Mark may be utilized in the provision of the Licensed Services (including on software screenshots), on packaging for the related products and in marketing activities, including marketing presentations, corporate marketing collateral, and corporate websites in which the Licensed Services are identified as part of the "Kantara Initiative Identity Assurance Framework".

E. Electronic art of the Mark must be used as provided; changes in color, design, or proportions are not allowed. Electronic art is provided for reproduction purposes only. The Mark can be reproduced in black and white; reverse; and/or full color. Finally, representations of the Mark shown below are representative examples only and should not be reproduced.

When reproduced in full color, the following colors should be used:



Full color usage of the Mark should appear as follows:



Do not condense, expand or distort the logotype in any way (see examples below). Do not position the Mark within a contained space or position or place a border around the Mark. Do not place the Mark in a patterned background or add graphic elements to the Mark. Below are examples of improper use of the Mark: stretched, overlapping another graphic, directly abutting another graphic (should have at least .25 inch or 20px margin), and color change. It is very important to observe the correct scaling procedure when enlarging or reducing digital files of the logotype.

