

TOGAF® Version 9.1 and earlier: Annual Commercial License

Version 3.1 - November 2011
Copyright © 2003-2011, The Open Group. All Rights Reserved.

Please complete the following questionnaire on behalf of the Licensee, and complete the signature boxes at the end of this document. Please use black ink and complete answers in uppercase letters.

(i) This section to be completed by all licensees

NAME OF ORGANIZATION:

[_____]

ARE YOU AN EXISTING MEMBER OF THE OPEN GROUP ARCHITECTURE FORUM?

[_____] YES (Proceed to next Section ii)

[_____] NO (Proceed to Section iii)

(ii) This section to be completed by licensees answering YES in Section (i)

Enter your membership level in uppercase letters in the box below

[_____] (Enter one of PLATINUM, GOLD, SILVER or ACADEMIC)

As a member of The Open Group Architecture Forum, at no extra cost, you are entitled to this non-exclusive TOGAF® 9.1 and earlier Commercial License which automatically renews annually, provided you remain a member in good standing.

(iii) This section to be completed by licensees answering NO in Section (i)

If you answered NO in (i) above, place an X in the appropriate checkbox in the table below to indicate your organization's annual turnover in US Dollars. Annual turnover is used to calculate the applicable annual license fee, which shall be automatically renewed subject to the provisions in Section 8.A.(b).

Organization Size (Turnover)	>\$1B	>\$100M	\$25 - \$100M	<\$25M
Annual TOGAF Version 9.1 License Fee	\$50K [__]	\$20K [__]	\$12.5K [__]	\$2.5K [__]

If you answered NO in (i) above, you may also at your option receive an annual Membership of The Open Group's Architecture Forum at no additional cost, upon signature of The Open Group's standard [Membership Application Form](#). If you intend to exercise the option please place an X in the box: [____]

LICENSE

For and in consideration of membership in good standing of The Open Group Architecture Forum or, in the case of non-members payment of the applicable annual license fee stipulated above, The Open Group grants the organization ("the Licensee"), who wishes to use the methods, resources, and associated documentation suite ("**the Documentation**") known as TOGAF® Version 9.1 and all Earlier versions, a non-exclusive license **for any purpose (including use for commercial gain) subject to Clauses 1 to 8 below**, provided that:

- A. The Licensee has paid the Annual License fee relating to commercial use of TOGAF Version 9.1 and earlier;
- B. All existing copyright and trademark notices are retained in all copies or extracts of the Documentation; and,
- C. All existing copyright and trademark notices and this License notice appear in all supporting documentation

By way of example, commercial purposes include but are not limited to developing an enterprise architecture or tool for use within another organization, providing TOGAF based consultancy or providing TOGAF training services. Where this license is granted to the Academic member, its scope is limited to its Faculty. The following conditions apply to the use of the Documentation:

1. COMMERCIAL USE

- A. The Licensee Organization may use the Documentation internally for any purpose, including use involving commercial exploitation of the Documentation. In particular, the Licensee Organization may use it to develop an enterprise architecture for use within one or more other organizations, or to develop derivative works (subject to the conditions listed below) to support the Licensee Organization's work in the field of Enterprise Architecture.
- B. For the purpose of this Agreement, "derivative work" shall mean any change to the Documentation or any new document that contains any portion of the Documentation. Licensee Organization shall retain all right, title and interest in the changes or additions it makes to the Documentation, but nothing herein shall be deemed to transfer any right, title or interest in the Documentation to the Licensee Organization. Furthermore, in any derivative work, Licensee Organization shall always fully acknowledge the right, title and interest of The Open Group in the original Documentation, and shall not claim or imply that any derivative work of the Documentation is the official TOGAF Documentation.

2. REDISTRIBUTION PERMITTED WITHIN THE ORGANIZATION

- A. Redistribution of the Documentation, in part or in whole, to any permanent employee of the Licensee Organization is permitted, provided:
 - a. All existing copyright and trademark notices are retained in all copies of the Documentation;
 - b. In any derivative works, TOGAF Version 9.1 (or the relevant earlier version) is acknowledged as the source; and,
 - c. All existing copyright and trademark notices and this License appear in all derived supporting documentation.

For the avoidance of doubt and purposes of this license, individual contractors, who do not represent themselves or offer their services commercially as architecture practitioners, shall be regarded as "permanent employees" of the Licensee Organization.

3. REDISTRIBUTION OUTSIDE THE LICENSEE ORGANIZATION

- A. Redistribution of the Documentation, in part or in whole, is not permitted to anyone who is not a permanent employee of the Licensee Organization, **except that**:
 - a. The Licensee Organization may reproduce parts of the Documentation in its external literature for the purpose of furthering its work in the architecture field (for example, in Requests for Product, or in other information communicated to potential service providers or product suppliers) provided that all existing copyright and trademark notices appear in all such external uses of the Documentation.
- B. In particular, contracting companies and individuals needing to use the Documentation in order to perform work on the Licensee Organization's behalf must obtain their own licenses.

4. PROTECTION OF THE OPEN GROUP'S INTELLECTUAL PROPERTY RIGHTS

If the Licensee Organization wishes to contract architecture services organizations or individuals other than permanent employees to undertake work on its behalf using the Documentation, the Licensee Organization must use all reasonable efforts to ensure that such companies or individuals have a current commercial license for TOGAF Version 9.1 or the relevant earlier version (which they are legally required to have, in order to undertake such work). Notwithstanding the foregoing, in the event that there is a use by a non-licensed architecture services company or individual, then Licensee Organization has no liability.

The Open Group operates the TOGAF certification program that enables companies offering products or services associated with TOGAF to make a legally binding warranty of conformance with Product Standards relating to TOGAF. The use of such certified products or services is **not** a condition of this license. However, The Open Group strongly recommends that such certification be required by the procurer of such products or services, if deemed appropriate. Details of this and other certification programs of The Open Group can be found at: <http://www.opengroup.org/certification/>. For the avoidance of doubt, this license grants no rights over use of The Open Group certification trademarks.

5. TRADEMARKS

TOGAF is a registered trademark of The Open Group in the United States and other countries.

Unlike rights derived from patents and copyrights, which provide protection for only a limited number of years, trademark rights can last forever. Trademark rights can also be lost forever. The exclusive right granted in a trademark is usually lost as a result of careless or improper use, usually by allowing the mark to be used as generic or descriptive words for products. All of the following were once valuable trademarks in the U.S.A.: aspirin, escalator, cellophane, zipper, shredded wheat, corn flakes and kerosene. All became common or generic words because their owners did not use them carefully and correctly and did not prevent the improper use of them by others. The clauses in this section governing the use of TOGAF trademark are inserted to enable The Open Group to preserve these trademarks for the benefit of the community.

- A. The TOGAF trademark must never be superimposed on or used in association with other graphics or logos.
- B. The TOGAF trademark may not be used in conjunction with product names, domain names, business names, logos and similar usage without prior permission from The Open Group.
- C. The first or most significant occurrence of TOGAF trademark must be marked and must have the required attribution as a footnote. The attribution should use the ® symbol for a registered trademark. It is acceptable to use an asterisk in place of the registered trademark symbol where the medium used (for example, electronic mail) cannot reproduce the ® symbol. However, this does not authorize use of the asterisk as the norm. The attribution may be translated to national languages.
- D. Blanket or generic attributions, such as: "All trademarks are the property of their respective owners," are not acceptable. Correct attributions are, for example: "TOGAF is a registered trademark of The Open Group in the United States and other countries."
- E. The Open Group reserves the right to change its trademarks at any time at its discretion.

6. INCLUSION IN LISTING OF LICENSEES

The Open Group reserves the right to include the Licensee Organization's name in a published list of organizations who have taken out this License.

7. DISCLAIMER OF WARRANTY

This Documentation is provided on an "AS IS" basis, without warranty of any kind.

THE OPEN GROUP DISCLAIMS ALL WARRANTIES WITH REGARD TO THIS DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF SUITABILITY AND

FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL THE OPEN GROUP BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS DOCUMENTATION.

8. GENERAL

- A. This automatically renewable TOGAF® Annual Commercial License is valid provided that payment of its annual fee is received by The Open Group as follows:
 - (a) As a member in good standing of The Open Group Architecture Forum, no additional fee is required and this license automatically renews on the anniversary of your membership.
 - (b) As a non-member of The Open Group Architecture Forum, unless you give The Open Group (60) days written notice prior to its anniversary that you do not intend to continue using TOGAF® for commercial purposes, this license will be automatically renewed at its anniversary provided that the then current annual fee has been received by its due date.
- B. The Open Group may terminate your license if you fail to comply with the terms of this Agreement. If The Open Group does so, you must immediately destroy your copies of the Documentation and discontinue all use.
- C. Neither you nor The Open Group is responsible for failure to fulfill any obligations due to causes beyond its control.
- D. This license agreement shall be governed by the laws of England and Wales and all disputes relating to this license agreement shall be submitted to the exclusive jurisdiction of the English courts.

The parties hereto acknowledge that they have read this Agreement and understand it, and they agree to be bound by all its terms and conditions. They further agree that this Agreement constitutes the full and complete understanding and agreement of the parties hereto and supersedes all prior or contemporaneous oral or written communications, understandings and agreements. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties thereto.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Licensee Organization

THE OPEN GROUP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRIMARY CONTACT FOR THE LICENSEE ORGANIZATION

Name: _____

Title: _____

Address: _____

Mobile : _____

Fax: _____

Email address: _____

**Please complete the above information on behalf of the Licensee, and FAX the completed form to:
+44 870-134-8146.**

Copyright © 2003 - 2011 X/Open Company Ltd., trading as The Open Group. All Rights Reserved.
TOGAF is a registered trademark of The Open Group in the United States and other countries.
