

## Open FAIR™ Body of Knowledge Annual Commercial License

License Version 1.2 – January 2023  
© 2009-2023, The Open Group. All Rights Reserved.

*Please complete the following questionnaire on behalf of the Licensee and complete the signature box at the end of this document. If manually completing this form, please use black ink and complete answers in uppercase letters. Digital signatures are accepted.*

**(i) This section to be completed by all licensees**

NAME OF ORGANIZATION:

---

**ARE YOU AN EXISTING MEMBER OF THE OPEN GROUP SECURITY 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

\_\_\_\_\_ (Select one: PLATINUM, GOLD, SILVER or ACADEMIC)

As a member of The Open Group Security Forum, at no extra cost, you are entitled to this non-exclusive Open FAIR™ Body of Knowledge 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 8.1.B.*

Organization Size (Turnover)	>\$1B	>\$100M	\$25 - \$100M	<\$25M
Annual Open FAIR™ Body of Knowledge Commercial License Fee	\$55K	\$22K	\$13.75K	\$2.75K
	—	—	—	—

*If you answered NO in (i) above, you may also at your option receive an annual Membership of The Open Group's Security Forum at no additional cost, upon signature of The Open Group's standard Membership Application Form, <http://www.opengroup.org/sites/default/files/contentimages/Membership/mai.pdf>. If you intend to exercise the option, please place an X in the box:*

## LICENSE

Subject to the terms of this License Agreement ("this License"), for and in consideration of membership in good standing of The Open Group Security Forum or, in the case of non-members payment of the applicable annual license fee stipulated above, The Open Group grants the above named organization ("the Licensee"), that wishes to use and implement any methods, resources, computer-processable content, and associated documentation that includes, but is not limited to, The Open Group Risk Taxonomy (O-RT) Standard, The Open Group Risk Analysis (O-RA) Standard, The Open FAIR Risk™ Analysis Tool, and the Factor Analysis in Information Risk (FAIR) methodology, that form the Open FAIR™ Body of Knowledge, ("**the Documentation**"), a non-exclusive license for any purpose (including use for commercial gain), provided that:

- A. The Licensee has paid the annual license fee relating to commercial use of the Open FAIR™ Body of Knowledge Documentation;
- 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 gain purposes include, but are not limited to, developing or delivering FAIR risk analysis consultancy, products, tools, or related services for use within another organization, or providing FAIR training, training materials, training related 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

- 1.1 The Licensee may use the Documentation for any purpose, including use for commercial gain. In particular, the Licensee may use it to develop or deliver FAIR risk analysis consultancy, products, tools, or related services for use by or within one or more organizations and to provide FAIR training, materials and services.
- 1.2 The Licensee may use the Documentation to develop derivative works, subject to the conditions listed below, to support the Licensee's work in the field of risk analysis.
  - A. For the purpose of this License, "derivative work" shall mean any change to the Documentation or any new document that contains any portion of the Documentation.
  - B. Licensee 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.
  - C. In any derivative work, Licensee 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 Open FAIR™ Documentation.

### 2 REDISTRIBUTION OF THE DOCUMENTATION

- 2.1 REDISTRIBUTION PERMITTED WITHIN THE LICENSEE. The Documentation may be redistributed by the Licensee to any permanent or consultant employee within its organization, provided:
  - A. All existing copyright and trademark notices are retained in all copies of the Documentation;
  - B. In any derivative works, The Open Group Open FAIR™ Body of Knowledge, The Open Group Risk Taxonomy (O-RT) Standard, The Open Group Risk Analysis (O-RA) Standard, and/or The Open FAIR Risk Analysis Tool 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 FAIR risk analysis practitioners, consultants, or having expertise shall be regarded as “permanent employees” of the Licensee Organization.

## 2.2 REDISTRIBUTION OUTSIDE THE LICENSEE ORGANIZATION

- A. Redistribution of the Documentation, in part or in whole, is not permitted to anyone outside the Licensee, except that the Licensee may reproduce parts of the Documentation in its external literature for the purpose of furthering its work in the fields of risk analysis (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, consultants, resellers, and distributors, as well as non-employee individuals needing to use the Documentation in order to develop a risk analysis solution or product, or perform risk analysis work or service for or on behalf of the Licensee must obtain their own commercial licenses.

## 3 PROTECTION OF THE OPEN GROUP'S INTELLECTUAL PROPERTY RIGHTS

If the Licensee wishes to contract third-party companies providing services or individuals other than permanent employees to undertake its work using the Documentation, the Licensee must use all reasonable efforts to ensure that such third-party has a current commercial license for Open FAIR Body of Knowledge or the relevant earlier version (which it is legally required to have for its own commercial use). Notwithstanding the foregoing, in the event that there is a use by a non-licensed third-party, then Licensee has no liability.

## 4 CERTIFICATION RESTRICTION

- 4.1 The Licensee may not issue any certification that purports to be The Open Group Open FAIR Certification unless by explicit agreement with The Open Group.
- 4.2 The Open Group operates The Open Group Open FAIR Certification and training course accreditation programs that enable companies training courses associated with the Open FAIR Body of Knowledge to make a legally binding warranty of conformance with training relating to the Open FAIR Body of Knowledge or FAIR. The use of such certified individuals or services is **not** a condition of this license. However, if deemed appropriate, The Open Group strongly recommends that such certification be required by the procurer of such training. Details of this and other certification programs of The Open Group can be found at: <http://www.opengroup.org/certification/>.
- 4.3 For the avoidance of doubt, this license grants no rights over use of The Open Group certification trademarks and no rights to imply certified product, services or training courses that grant certification.

## 5 TRADEMARKS

Open FAIR™ (“the Trademark”) is a trademark of The Open Group and other countries. For the avoidance of doubt, this license grants no rights to the commercial exploitation of the Trademark. By way of example, commercial exploitation of the Trademark includes, but is not limited to, using the Trademark (e.g., Open FAIR) in the naming of a product, service, or training course. Permission for such use may be obtained by separate agreement such as, for example, under The Open Group Certification or Accreditation Programs.

Care should be exercised in using the Trademark to describe a risk analysis solution, product, or training course. 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 or services. The clauses in this section governing the use of the Trademark are inserted to enable The Open Group to preserve this trademark for the benefit of the community.

- 5.1 The Trademark must never be superimposed on or used in association with other graphics or logos.
- 5.2 When used to refer to the name of the standard covered by this license, the Trademark may be used to describe a product, service or training course; however, the Trademark may not be used to brand a FAIR risk analysis solution, product or service, or in conjunction with domain names, business names, logos and similar usage without prior permission from The Open Group through certification or accreditation.
- 5.3 The Trademark must not be used as a noun or verb but always as an adjective; an appropriate generic term must appear after the Trademark the first time it appears and as often as is reasonable after that, (e.g., Open FAIR Body of Knowledge, Open FAIR certification Open FAIR risk analysis).
- 5.4 The first or most significant occurrence of the Trademark should be acknowledged using with the trademark symbol ™. The Trademark acknowledgement is also requested on subsequent pages if the topic is different or if pages can be separated or appear independently. It is acceptable to use an asterisk in place of the ™ where the medium used (for example, electronic mail) cannot reproduce the ™ symbol. However, this does not authorize use of the asterisk as the norm.
- 5.5 All materials that include the Trademark must include the correct trademark attribution, "Open FAIR is a trademark of The Open Group in the United States and other countries." The attribution may be translated to national languages. Blanket or generic attributions, such as: "All trademarks are the property of their respective owners," are not acceptable.
- 5.6 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 found at <https://www.opengroup.org/certifications/openfair/commercial-licensees>.

## 7 DISCLAIMER OF WARRANTY

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

THE OPEN GROUP DISCLAIMS ALL WARRANTIES WITH REGARD TO THE 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 THE DOCUMENTATION.

## 8 GENERAL

- 8.1 This Open FAIR™ Body of Knowledge Annual Commercial License renews automatically and 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 Security Forum, no additional fee is required, and this License automatically renews on the anniversary of membership.
  - B. As a non-member of The Open Group Security Forum, unless the Licensee gives The Open Group (60) days written notice prior to its anniversary that the Licensee does not intend to continue using the Open FAIR Body of Knowledge for commercial purposes, this License will be automatically renewed at its anniversary, at which date the then current annual license fee is due.
- 8.2 The Open Group may terminate this License if the Licensee fails to comply with the terms of this Agreement. If The Open Group does so, the Licensee must immediately destroy its copies of the Documentation and discontinue all use.
- 8.3 Neither Licensee nor The Open Group is responsible for failure to fulfill any obligations due to causes beyond its control.

- 8.4 This License shall be governed by the laws of England and Wales and all disputes relating to this License shall be submitted to the exclusive jurisdiction of the English courts.
- 8.5 The parties hereto acknowledge that they have read this License and understand it, and they agree to be bound by all its terms and conditions. They further agree that this License 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 License shall be effective only if in writing and signed by the parties thereto.
- 8.6 This License is dated on the last day countersigned below and the License granted takes effect upon payment of the applicable annual license fee stipulated in Section 8.1 above.

**FOR AND ON BEHALF OF**

**FOR AND ON BEHALF OF**

\_\_\_\_\_  
Licensee Organization

**THE OPEN GROUP L.L.C.**

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address: \_\_\_\_\_

548 Market Street #54820

\_\_\_\_\_

San Francisco, CA 94104, USA

Email: \_\_\_\_\_

legal@opengroup.org

Tel. No. \_\_\_\_\_

**PRIMARY CONTACT FOR THE LICENSEE ORGANIZATION**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

**Please email the completed form, executed by an authorized signatory, to [legal@opengroup.org](mailto:legal@opengroup.org). Digital or electronic signatures are acceptable.**