

O-PAS™ Standard, Version 2.1 and Earlier Annual Commercial License

License Version 2.2 – January 2023
© 2019-2023 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. This is a fillable form and digital signatures are acceptable.

(i) This section to be completed by all Licensees

NAME OF ORGANIZATION:

ARE YOU AN EXISTING MEMBER OF THE OPEN GROUP OPEN PROCESS AUTOMATION™ 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 Open Process Automation Forum, at no extra cost, you are entitled to this non-exclusive O-PAS™ Standard, Version 2.1 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 8.1B.

Organization Size (Turnover)	>\$1B	>\$100M	\$25 - \$100M	<\$25M
Annual 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 Open Process Automation Forum at no additional cost, upon signature of The Open Group 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 this box:

LICENSE

For and in consideration of membership in good standing of The Open Group Open Process Automation Forum or, in the case of non-members, payment of the applicable annual license fee stipulated above, The Open Group grants the Organization named above ("the Licensee"), that wishes to use the methods, resources, computer-processable content, and associated documentation suite ("**the Documentation**"), known as The Open Group O-PAS™ Standard, Version 2.1 and any earlier version ("O-PAS Standard"), a preliminary standard of The Open Group, 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 The Open Group O-PAS Standard, Version 2.1 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 appear in all supporting documentation

By way of example, commercial purposes include but are not limited to developing or providing process automation technology solutions and related services, products, tools, or consultancy for use within another organization. Where this License is granted to an 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 internally for any purpose, including use involving commercial exploitation of the Documentation. In particular, the Licensee may use it to develop process automation technology solutions and services for use within one or more other organizations or to provide training materials and services in the field of process automation.
- 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 process automation.
 - 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 O-PAS Standard, Version 2.1 and Earlier Documentation.

2. REDISTRIBUTION OF THE DOCUMENTATION

- 2.1. 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 O-PAS™ Standard, Version 2.1 and Earlier 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 O-PAS related services commercially, or having O-PAS 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 who is not a permanent employee of the Licensee, except that Licensee may reproduce parts of the Documentation in its external literature for the purpose of furthering its work in the process automation 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, automation process consultants, resellers, and distributors, as well as non-employee individuals needing to use the Documentation in order to develop process automation solutions or products, or perform process automation related services for, or on behalf of the Licensee must obtain their own commercial licenses.

3. PROTECTION OF THE OPEN GROUP INTELLECTUAL PROPERTY RIGHTS

If the Licensee Organization wishes to contract companies providing services or individuals other than permanent employees to undertake work on its behalf using the Documentation, the Licensee must use all reasonable efforts to ensure that such companies or individuals have a current commercial license for The Open Group O-PAS™ Standard, Version 2.1 and Earlier (which they are legally required to have, in order to undertake such work). Notwithstanding the foregoing, in the event that there is use by a non-licensed services company, consultant or individual, then Licensee has no liability.

4. CERTIFICATION RESTRICTION

- 4.1. The Licensee may not issue any certification that purports to be O-PAS Certification unless by explicit agreement with The Open Group.
- 4.2. 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 or services that grant certification.

5. TRADEMARKS

Open Process Automation™ and O-PAS™ (“the Trademark(s)”) are trademarks of The Open Group in the United States and other countries. For the avoidance of doubt, this License grants no rights to the commercial exploitation of the Trademarks. By way of example, commercial exploitation of the Trademark includes, but is not limited to, using the Trademark (e.g., O-PAS) in the naming of a product or service. Permission for such use may be obtained by separate agreement such as, for example, under The Open Group Certification or Accreditation Programs, when such become available.

Care should be exercised in using the Trademark to describe a process automation technology solution, product, or service. 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 a generic or descriptive word for products or services. The clauses in this section governing the use of the Trademark(s) are inserted to enable The Open Group to preserve these trademarks for the benefit of the community.

- 5.1 The Trademarks 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 Trademarks may be used to describe a process automation technology solution, product, or service; however, the Trademarks **may not be used** to brand a process automation technology 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 it is reasonable after that, (e.g., O-PAS standard, O-PAS specification).
- 5.4 The first or most significant occurrence of the Trademark should be acknowledged using the ™ 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 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.
- 5.5 All materials that include the Trademarks must include the correct trademark attribution, "Open Process Automation and O-PAS are trademarks 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's name in a published list of organizations that have taken out this License found at

<https://www.opengroup.org/o-pas-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 O-PAS™ Standard, Version 2.1 and Earlier Annual Commercial 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 O-PAS™ Forum no additional fee is required, and this License automatically renews on the anniversary of the membership.
 - B. As a non-member of The Open Group O-PAS Forum, unless the Licensee gives The Open Group (60) days written notice prior to its anniversary the Licensee does not intend to continue using the O-PAS Standard for commercial purposes, this License will be automatically renewed at its anniversary, at which date the then current 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 the Licensee nor The Open Group is responsible for failure to fulfill any obligations due to causes beyond its control.
- 8.4 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.
- 8.5 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.

8.6 This License is dated on the last day countersigned below and the license granted takes effect upon applicable annual license fee stipulated in Section 8.1 above.

FOR AND ON BEHALF OF

Licensee Organization

Signed

Name

Title

Date

Address: _____

Email: _____

Tel. No. _____

FOR AND ON BEHALF OF

THE OPEN GROUP L.L.C.

Signed

Name

Title

Date

548 Market Street #54820

San Francisco, CA 94104, USA

legal@opengroup.org

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. Digital or electronic signatures are acceptable.