

The TOGAF® Standard, 10th Edition and Earlier

Non-Commercial License Agreement

Version 1.0 - April 2022 © 2003-2022, The Open Group. All Rights Reserved.

This License Agreement ("License", "Agreement") is for Corporate and Academic Institutions who use The TOGAF Standard, 10th Edition, a standard of The Open Group, (and earlier versions) as Licensees defined below. BY SIGNING AND RETURNING THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE TOGAF STANDARD, 10TH EDITION DOCUMENTATION, AND DESTROY ANY COPY OF IT THAT YOU MAY HAVE.

LICENSEE: Organization	ո։			
Address :				
Email:		Phone/Mobile	Phone/Mobile	
Please mark	[X] Licensee type below.			
	Academic Licensee	Corporate Licensee		

1. LICENSE

Subject to the terms of this Agreement, The Open Group Limited grants the Licensee named above a non-exclusive copyright license to use the documentation suite known as the TOGAF Standard, 10th Edition and earlier versions ("the Documentation") in perpetuity and free of charge, subject to the following conditions:

NON-COMMERCIAL USE: The Licensee may use the Documentation for any purpose not involving the provision of TOGAF training, products, tools, or consultancy to any other party or any other commercial exploitation of the Documentation. In particular,

- 1.1. A Corporate Licensee may use the Documentation to develop TOGAF architecture, products, or services for sole use within its organization.
- 1.2. An Academic Licensee may use the Documentation for: (i) the development of Enterprise Architecture for sole use within its organization, (ii) academic research, and (iii) academic teaching and/or curricula for regular undergraduate or post graduate students and inclusion in academic tests, examinations, and certifications related to curricula, provided that they do not purport to lead to TOGAF certification.

In this context, regular academic tuition fees levied by the Academic Licensee Organization do not constitute commercial use. However, for the avoidance of doubt, providing training to non-enrolled students (for example, to employees of third-party organizations) classifies as a commercial purpose.

- 2. **DERIVATIVE WORK:** 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 Enterprise and IT Architecture. 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. The following shall apply:
 - 2.1. 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.
 - 2.2. 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.

3. REDISTRIBUTION OF THE DOCUMENTATION

- 3.1. **WITHIN THE ORGANIZATION.** The Documentation may be redistributed by the Corporate Licensee to any permanent employee, consultant employee within its organization and by the Academic Licensee to staff and students in the pursuit of research activities and curricula, provided:
 - A. All existing copyright and trademark notices are retained in all copies of the Documentation,
 - B. In any derivative works, TOGAF Standard, 10th Edition and relevant earlier versions 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 an architecture practitioner (of any kind), shall be regarded as "permanent employees" of the Licensee Organization.

- 3.2. **OUTSIDE THE ORGANIZATION.** Redistribution of the Documentation, in part or in whole, <u>is not permitted</u> to anyone outside the Corporate Licensee organization, except that, the organization may reproduce parts of the Documentation in its external literature for the purpose of furthering its work in the Enterprise or IT Architecture field (for example, in Requests for Product, or in other information communicated to potential service providers or product suppliers), provided that:
 - A. The literature does not in itself constitute a commercial product or a part of a commercial product, and
 - B. All existing copyright and trademark notices appear in all such external uses of the Documentation.

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 INTELLECTUAL PROPERTY RIGHTS

If the Licensee wishes to contract with a provider for TOGAF training services, TOGAF tools, or TOGAF consultancy, the Licensee must use all reasonable efforts to ensure that such providers have a current commercial license for the TOGAF Standard, 10th Edition and earlier versions (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 provider, then Licensee has no liability.

5. CERTIFICATION RESTRICTION

- 5.1. The Licensee may not issue any certification that could appear to be, or purports to be a TOGAF Certification (e.g., certificate of completion, certificate of attendance), unless by explicit agreement with The Open Group.
- 5.2. For the avoidance of doubt, this License grants **no rights** over use of the TOGAF or The Open Group certification trademarks.
- 5.3. The Open Group operates a TOGAF certification program that enables TOGAF practitioners, and companies offering products or services (including training services and tools) associated with the TOGAF standard, to make a legally binding warranty of conformance with Product Standards relating to the TOGAF standard. The use of such certified practitioners, products, or services is <u>not</u> a condition of this License. However, if deemed appropriate, The Open Group strongly recommends that the employer or procurer require such certification. Details of this and other certification programs of The Open Group can be found at: http://www.opengroup.org/certification/.

6. TRADEMARKS

TOGAF is a registered trademark 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 TOGAF trademark. By way of example, commercial exploitation of the trademark includes, but is not limited to, using the trademark TOGAF 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 TOGAF trademark to describe a TOGAF product, service, 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 TOGAF trademark are inserted to enable The Open Group to preserve this trademark for the benefit of the community.

- 6.1. The TOGAF trademark must never be superimposed on or used in association with other graphics or logos.
- 6.2. The TOGAF trademark must not be used in conjunction with product or service names, training course names, domain names, business names, logos and similar usage <u>without</u> prior permission from The Open Group.
- 6.3. The TOGAF trademark must not be used as a noun or verb, but always as an adjective followed by a generic noun (e.g., TOGAF standard, TOGAF framework, TOGAF certification).
- 6.4. The first or most significant occurrence of the 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.
- 6.5. Blanket or generic attributions, such as: "All trademarks are the property of their respective owners," are not acceptable. The correct attribution is, for example: "TOGAF is a registered trademark of The Open Group in the United States and other countries."
- 6.6. The Open Group reserves the right to change its trademarks at any time at its discretion.

7. INCLUSION IN LISTING OF LICENSEES

The Open Group reserves the right to include the Licensee organization's name in a published list of organizations that have taken out this License. If you do not wish to be included in such a list please, please place an X mark here ____.

8. 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 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.

9. GENERAL

9.1. The Open Group may terminate this License if Licensee fails to comply with the terms of this Agreement. If The Open Group does so, Licensee must immediately destroy its copies of the Documentation and discontinue all use.

- 9.2. Neither Licensee nor The Open Group is responsible for failure to fulfill any obligations due to causes beyond its control.
- 9.3. This Agreement shall be governed by the laws of England and Wales and all disputes relating to this Agreement shall be submitted to the exclusive jurisdiction of the English courts.
- 9.4. This Agreement takes effect on the last day signed below.

FOR AND ON BEHALF OF	FOR AND ON BEHALF OF	
	THE OPEN GROUP	
Licensee Organization		
Signed	Signed	
Name	Name	
Title	Title	
Date	Date	
Address:	548 Market Street #54820	
	San Francisco, CA 94104, USA	
Email:	Email: legal@opengroup.org	
Tel. No		
PRIMARY CONTACT FOR THE LICENSEE ORGANIZATION:		
Name:		
Title:		
Address:		
Tel/Mobile:		
Email address:		

Please email the completed form, executed by an authorized signatory, to legal@opengroup.org