

ArchiMate® 3.2 Specification and Earlier Non-Commercial License Agreement

License version 1.0 - October 2022
© 2009-2022, The Open Group. All Rights Reserved.

This License Agreement is for Corporate, Academic Institutions and Individuals all who use the ArchiMate® 3.2 Specification, an Open Group standard, as Licensees defined below. BY SIGNING AND RETURNING THIS LICENSE, 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 ARCHIMATE® 3.2 SPECIFICATION DOCUMENTATION, AND DESTROY ANY COPY OF IT THAT YOU MAY HAVE.

LICENSEE:

Organization or Individual: _____

Address: _____

Email: _____ Phone/Mobile: _____

Please mark [X] Licensee type below.

Academic Licensee

Corporate Licensee

Individual Licensee

1. LICENSE

Subject to the term of this license, The Open Group grants the Licensee named above a non-exclusive license to use and implement The Open Group ArchiMate® standard found in the associated documentation suite known as ArchiMate® 3.2 Specification, and all its 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 commercial use of the Documentation. Commercial use includes, but is not limited to, the provision of ArchiMate training, training materials, training related services, and products or tools for commercial gain. For the avoidance of doubt, the use of the Documentation for writing books or the provision of consultancy services does not require a commercial license. In particular,

- 1.1 A Corporate Licensee may use the Documentation for any purpose within its organization that does not constitute commercial use of the Documentation.
- 1.2 An **Academic** Licensee may use the Documentation for academic research; inclusion in 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 be offering ArchiMate certification and provided that ArchiMate course certificates are not issued. In this context, regular academic tuition fees levied by the 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 use.
- 1.3 An **Individual** Licensee may use the Documentation for any purpose that does not constitute commercial use of the Documentation.

2. DERIVATIVE WORK

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 Licensee may use the Documentation to develop derivative works, subject to the conditions listed below:

- 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 ArchiMate Documentation.

3. REDISTRIBUTION OF THE DOCUMENTATION

The Documentation may be redistributed by the Corporate Licensee to any permanent or consultant employee within its organization and by the Academic Licensee to staff and students in the pursuit of research activities and curricula, provided:

- 3.1 All existing copyright and trademark notices are retained in all copies of the Documentation;
- 3.2 In any derivative works the ArchiMate 3.2 Specification (or the relevant earlier version) is acknowledged as the source; and,
- 3.3 All existing copyright and trademark notices and this License appear in all derived supporting documentation.
- 3.4 Redistribution of the Documentation, in part or in whole, is not permitted 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 ArchiMate related work (for example, in Requests for Product, or in other information communicated to potential service providers or product suppliers) provided that the literature does not in itself constitute a commercial product or a part of a commercial product, and all existing copyright and trademark notices appear in all such external uses of the Documentation.
- 3.5 Students and staff requiring a copy of the Documentation for use beyond the pursuit of the curricula and research activities covered by the Academic License should obtain their own Individual license from The Open Group.
- 3.6 Individual Licensees are not permitted to redistribute the Documentation, in whole or in part, except that parts of the Documentation may be reproduced for the purpose of furthering ArchiMate related work, provided that the resulting external use of the Documentation does not in itself constitute commercial use and all existing copyright and trademark notices appear in all such external uses of the Documentation.

4. PROTECTION OF THE OPEN GROUP INTELLECTUAL PROPERTY RIGHTS

If the Licensee wishes to contract with a provider for ArchiMate training services or ArchiMate tools, the Licensee should use all reasonable efforts to ensure that such providers have a current commercial license for the ArchiMate 3.2 Specification (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 purports to be an ArchiMate certification, unless by explicit agreement with The Open Group.

- 5.2 The Open Group operates an ArchiMate product certification program and training course accreditation program that enables ArchiMate practitioners and companies offering products or services associated with ArchiMate, to make a legally binding warranty of conformance with product standards relating to the ArchiMate 3.2 Specification. The use of such certified practitioners, products or accredited training is not a condition of this license. However, if deemed appropriate, The Open Group strongly recommends that the employer or procurer require such certification or accreditation. Details of this and other certification programs of The Open Group can be found at: <http://www.opengroup.org/certification/>.
- 5.3 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.

6. TRADEMARKS

ArchiMate® is a registered trademark of The Open Group.

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 the ArchiMate trademark is inserted to enable The Open Group to preserve these trademarks for the benefit of the community.

- 6.1 The ArchiMate trademark must never be superimposed on or used in association with other graphics or logos.
- 6.2 When used to refer to the name of the standard covered by this license, the ArchiMate trademark may be used to describe the product, service, or training course; **however**, the ArchiMate trademark **may not be used** to brand product names, services, training courses, or in conjunction with domain names, business names, logos, and similar usage without prior permission from The Open Group through certification or accreditation.
- 6.3 The first or most prominent appearance of the ArchiMate trademark must be marked using the registered trademark symbol ®. ArchiMate® should also be used on each subsequent page if the topic is different or if the pages can be separated or appear independently. It is acceptable to use an asterisk in place of ® where the medium used (for example, electronic mail) cannot reproduce the ® symbol. However, this does not authorize use of the asterisk as the norm.
- 6.4 All material that include the ArchiMate trademark must include the correct trademark attribution, "ArchiMate is a registered trademark of The Open Group."

The attribution may be translated to national languages; however, blanket or generic attributions, such as: "All trademarks are the property of their respective owners," are not acceptable.
- 6.5 An appropriate generic term must appear after the ArchiMate trademark the first time it appears and as often as is reasonable after that.
- 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 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 mark X in the box here___.

8. 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.

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 fulfil any obligations due to causes beyond its control.
- 9.3 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.
- 9.4 This agreement takes effect on the last day signed below.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Licensee

THE OPEN GROUP

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

**PRIMARY CONTACT FOR THE LICENSEE ORGANIZATION
(If different from Page 1)**

Name: _____ Title: _____
Address: _____
Phone/Mobile: _____ Email: _____

Please complete the above information on behalf of the Licensee and submit the signed license in PDF form by email to legal@opengroup.org for countersignature.