# The Open Group Certification for People TOGAF® Certification Program Trademark License Agreement

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PLEASE READ THE FOLLOWING TERMS AND CONDITIONS.

ACCEPTANCE OF THIS TRADEMARK LICENSE AGREEMENT IS REQUIRED IN ORDER TO BECOME CERTIFIED. IF YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT, YOU SHOULD INDICATE THIS BY SELECTING THE "ACCEPT" BUTTON AT THE BOTTOM OF THIS AGREEMENT.

This Trademark License Agreement ("Agreement") is made and entered into by and between the following Parties: The Open Group, L.L.C., a Delaware LLC ("The Open Group"), 8 New England Executive Park, Burlington, MA 01803-5007, United States of America, and you ("Licensee").

# WHEREAS:

The Open Group Certification for People: TOGAF® Certification Program consists of two levels, TOGAF® 9 Foundation and TOGAF® 9 Certified, and this Trademark License Agreement (TMLA) shall only be applicable to the certification level that Licensee has achieved as defined in the Certification Register ("Certification Level").

- 1. The Open Group is the proprietor of the mark, used in connection with The Open Group Certification for People: TOGAF® Certification Program, composed of the words "The Open Group, The Open Group Certification Mark composited to form the word "Open", the word "Certified", a graphic separator line, and the label TOGAF® 9 (hereinafter "The Mark").
- Licensee is uniquely defined in the Certification Register and wishes to use The Mark on and in relation to services Licensee offers and in descriptions of Licensee and Licensee's knowledge of TOGAF<sup>®</sup>, when Licensee has met the Conformance Requirements for the Certification Level.
- 3. The Open Group is willing to permit Licensee to use The Mark as aforesaid, subject to the provisions of this Agreement.

**NOW THEREFORE**, in consideration of the mutual rights and obligations of the Parties set forth below, the Parties agree as follows:

### 1. License

- 1. The Open Group hereby grants Licensee a limited, non-exclusive, non-sublicensable and non-transferable license to use The Mark solely in connection with publicizing that Licensee has met the Conformance Requirements for the Certification Level.
- 2. Licensee may only use The Mark on and in relation to services offered by Licensee and in descriptions of Licensee and Licensee's knowledge of TOGAF® when Licensee has met the Conformance Requirements for the Certification Level.
- 3. All such uses shall only be in accordance with the Logo Usage Guidelines, as defined in Clause 2 below.

- 4. Licensee shall not use or register any mark or name confusingly similar to the trademarked logos in respect of any goods or services, including domain names.
- 5. When Licensee no longer has a current entry in the TOGAF® Certification Register, the permission to use The Mark is withdrawn. Use of The Mark must cease as soon as is reasonably practicable following the removal from the TOGAF® Certification Register.
- 6. Where any of the trademarked logos appears on the Internet, it must be hyperlinked to The Open Group TOGAF® Certification Program web page <a href="http://togaf9-cert.opengroup.org">http://togaf9-cert.opengroup.org</a>, as for example by using the following HTML construct: <a href="http://togaf9-cert.opengroup.org"> <img src="logoSM.jpg" border=0></a>
- 7. All use of The Mark in advertisements, display boards, and promotional material must be in relation to TOGAF® 9 Foundation or TOGAF® 9 Certified individuals (according to Certification Level) only. If an advertisement, document or other material refers both to such individuals and to other individuals. The Mark must not be used in such a way as to suggest that all the individuals being advertised are certified.
- 8. The Mark must not be juxtaposed to other symbols or text in such a way as to show a connection with them. Methods of distinguishing a textual trademark are defined in the Logo Usage Guidelines.
- 9. The graphical design of The Mark must be strictly adhered to as defined in the Logo Usage Guidelines.
- 10. The Mark must not be used in conjunction with product names under any circumstances.
- 11. The first or most significant occurrence of The Mark must be marked and must have the required attribution as a footnote. The attribution should use the ® symbol for a registered trademark and the ™ symbol for an unregistered trademark. It is acceptable to use an asterisk in place of the trademark symbol where the medium used (for example, electronic mail) cannot reproduce the ™ or ® symbols. However, this does not authorize use of the asterisk as the norm. The attribution may be translated to national languages.
- 12. Blanket or generic attributions, such as: "All trademarks are the property of their respective owners," are not acceptable. Correct attributions are, for example: "The Open Group Certification Mark logo is a trademark and TOGAF® is a registered trademark of The Open Group."
- 13. In all other cases where the trademarked logos are displayed, The Logo Usage Guidelines must be followed.
- 14. The Open Group reserves the right to change its trademarks and logos at any time at its discretion. In such event, existing use of the unchanged version is permitted to continue in the short term, but users should transition to the changed version as soon as possible.

### 2. Logo Usage Guidelines

1. The Open Group Certification Mark is a trademark and TOGAF® 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. Some of the clauses in this section governing the use of The Open Group Certification Mark logo in conjunction with the TOGAF® trademark are inserted to enable The Open Group to preserve these trademarks for the benefit of the IT community.

- 2. Use is permitted as per the license (and encouraged):
  - o on business cards
  - o in email signatures
  - in presentations
  - o n websites
  - o on marketing collateral
- 3. The Mark whenever and wherever it appears must be distinguished from the surrounding text. This applies to all forms of printed media, including advertising copy, product packaging, brochures, manuals, internal memoranda, editorial, articles, correspondence, presentation materials, videos, and the Internet.

The Mark must stand alone, be strictly adhered to, and be surrounded by a generous amount of space. It <u>must not be</u> enclosed within a contrived shape, used as part of or in association with other symbols, names, graphics or logos. The Mark image files, provided by The Open Group, include the surrounding space required when the logo is displayed on monitors or the Internet.

The graphical design of The Mark must be strictly adhered to and the image files of The Mark provided by The Open Group must be used, must always appear in the colors and font specified, and should never be altered in any way except it may be reduced in size.

## 3. Liability

LICENSEE ACKNOWLEDGES THAT IN NO EVENT SHALL THE OPEN GROUP BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE OPEN GROUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

### 4. Execution

By clicking on the "Accept" button below, Licensee:

- 1. Hereby acknowledges reading and understanding this Agreement.
- 2. Agrees to be bound by the terms of this Agreement.
- 3. Agrees to be bound by the terms of the Certification Policy and this Trademark License Agreement.

and by clicking on the "Accept" button below, Licensee agrees that all these obligations, and those described in the Liability clause of this Agreement shall survive the termination of this Agreement.