

The Open Group

Risk Taxonomy Standard (O-RT) and Risk Analysis Standard (O-RA)

Annual Commercial License

Version 1 - November 2013
Copyright © 2009-2013, 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.

(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 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

[_____] (Enter one of 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 Risk Taxonomy Standard and Risk Analysis Standard 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.A.(b).

Organization Size (Turnover)	>\$1B	>\$100M	\$25 - \$100M	<\$25M
Annual Risk Taxonomy Standard and Risk Analysis Standard License Fee	\$50K []	\$20K []	\$12.5K []	\$2.5K []

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. If you intend to exercise the option please place an X in the box: [_____]

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 organization ("the Licensee"), who wishes to use the methods, resources, and associated documentation suite ("**the Documentation**") known as Risk Taxonomy Standard and Risk Analysis Standard, 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 Risk Taxonomy Standard and Risk Analysis Standard;
- 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 purposes include but are not limited to providing Risk Taxonomy Standard or Risk Analysis Standard based consultancy or training 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

- A. The Licensee Organization may use the Documentation internally for any purpose, including use involving commercial exploitation of the Documentation. In particular, the Licensee Organization may use it to personal risk analysis for use within one or more other organizations, or to develop derivative works (subject to the conditions listed below) to support the Licensee Organization's work in the field of risk analysis.
- B. 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. 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. Furthermore, 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 Risk Taxonomy Standard or Risk Analysis Standard Documentation.

2. REDISTRIBUTION PERMITTED WITHIN THE ORGANIZATION

- A. Redistribution of the Documentation, in part or in whole, to any permanent employee of the Licensee Organization is permitted, provided:
 - a. All existing copyright and trademark notices are retained in all copies of the Documentation;
 - b. In any derivative works, Risk Taxonomy Standard or Risk Analysis Standard 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 risk analysis practitioners, shall be regarded as "permanent employees" of the Licensee Organization.

3. 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 Organization, **except that:**

- a. The Licensee Organization may reproduce parts of the Documentation in its external literature for the purpose of furthering its work in the risk analysis 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 and individuals needing to use the Documentation in order to perform risk analysis work for the Licensee Organization must obtain their own licenses.

4. PROTECTION OF THE OPEN GROUP'S INTELLECTUAL PROPERTY RIGHTS

If the Licensee Organization wishes to contract risk analysis services organizations or individuals other than permanent employees to undertake work on its behalf using the Documentation, the Licensee Organization must use all reasonable efforts to ensure that such companies or individuals have a current commercial license for Risk Taxonomy Standard and Risk Analysis Standard or the relevant earlier version (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 risk analysis services company or individual, then Licensee Organization has no liability.

The Open Group operates The Open Group FAIR Certification Program that enables companies offering products or services associated with Risk Taxonomy Standard and Risk Analysis Standard to make a legally binding warranty of conformance with Product Standards relating to Risk Taxonomy Standard and Risk Analysis Standard. The use of such certified products or services is **not** a condition of this license. However, The Open Group strongly recommends that such certification be required by the procurer of such products or services, if deemed appropriate. Details of this and other certification programs of The Open Group can be found at: <http://www.opengroup.org/certification/>. For the avoidance of doubt, this license grants no rights over use of The Open Group certification trademarks.

5. 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.

6. 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.

7. GENERAL

- A. This automatically renewable Risk Taxonomy Standard and Risk Analysis Standard Annual Commercial License 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 your membership.
 - (b) As a non-member of The Open Group Security Forum, unless you give The Open Group (60) days written notice prior to its anniversary that you do not intend to continue using Risk Taxonomy Standard and Risk Analysis Standard for commercial purposes, this

license will be automatically renewed at its anniversary provided that the then current annual fee has been received by its due date.

- B. The Open Group may terminate your license if you fail to comply with the terms of this Agreement. If The Open Group does so, you must immediately destroy your copies of the Documentation and discontinue all use.
- C. Neither you nor The Open Group is responsible for failure to fulfill any obligations due to causes beyond its control.
- D. 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.

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.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

Licensee Organization

THE OPEN GROUP

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRIMARY CONTACT FOR THE LICENSEE ORGANIZATION

Name: _____
Title: _____
Address: _____

Mobile : _____
Fax: _____
Email address: _____

Please complete the above information on behalf of the Licensee. The signed license may be submitted either by FAX to +44 870-134-8146, or by email in PDF to legal@opengroup.org.