ISA Product License v1.3

1. Copyright

The set of release components listed in the release notes is an ISA Product (hereafter "the Product") provided under the terms of this ISA Product License (hereafter "the License"), which replaces earlier versions of the License published by the European Commission). The Product is protected by copyright and/or other applicable laws. Any use of the Product other than as authorised under the License or copyright law is prohibited.

By exercising any rights to the Product provided here, You accept and agree to be bound by the terms of the License. The Owner (as defined below) grants You the rights contained here in consideration of your acceptance of such terms and conditions.

2. Definitions

The "Owner" is the European Union represented by the European Commission, which is the original licensor and/or controls the copyright and any other intellectual and industrial property rights related to the Product.

The "Product" is the set of release components listed in the release notes offered to You under this License. The Product uses (and extends) the ArchiMate ® 2.1 language as a modeling notation.

"You" means the natural or legal person, or body of persons corporate or incorporate, acquiring rights under the License. "You" is further described in Article 4.

"Use" means doing any act which is restricted by copyright or database right, whether in the original medium or in any other medium, and includes, within the limitations of Article 4, distributing, copying, communicating to the public, adapting, modifying.

3. Rights

You are herewith granted a worldwide, royalty-free, perpetual, non-exclusive and non-transferable license to Use the Product and any modifications thereof, provided that the following conditions are met:

a) Distributions or communication to the public of the Product in tangible or intangible form must, on each exemplar of the Product, retain the below Copyright Notice, in tangible or intangible forms:

Copyright (c) European Union, 2016
ISA Product Licensed under the ISA Product License v1.3

- b) Each exemplar of the Product must also retain the "No Warranty" disclaimer of Article 5;
- c) Where possible and practical, distributions or communication to the public will provide a link to the Joinup platform;
- d) Acts directed to mislead others or misrepresent the Product, its content or source are prohibited;
- e) You will not use the name of the European Commission to endorse or promote products and services derived from the Use of the Product without specific prior written permission.
- f) The limitations of Article 4 are also met.

4. Limitations

You may only benefit from the License if, in conformity with Appendix A, You represent a Member State of the European Union or an administration (central or regional) of a Member State, or You are an organization established in the European Union, or You are a citizen of the European Union and You only use the Product internally and for non-commercial purposes.

For the purpose of Annex A, authorised users include permanent employees employed by You, as well as individual contractors working for a public administration or another public agency or non-profit entity on the implementation of the Product, either as independent consultants or as employees provisioned as staff to their employer in the context of a secondment/provision of staff agreement. For the avoidance of doubt, this shall not cover companies providing services, such as outsourcing services providers or the employers mentioned in the preceding sentence.

Because the Product uses (and extends) the ArchiMate® 2.1 language as a modeling notation, You are obligated to abide to the terms and conditions stated in the agreement between The OPEN GROUP and the European Commission in the Appendix A. The referred agreement supplements the ArchiMate® 2.1 non-commercial license acquired by the European Commission¹ by enlarging the circle of users who will be able to use EIRA without needing to obtain their own license of ArchiMate® 2.1. Following this agreement, the European Commission license for ArchiMate® 2.1 will also cover the EU Member States and their public administrations (central or regional) for the non-commercial use of ArchiMate® 2.1 in relation to the EIRA, and any organization established in the European Union that uses EIRA internally for any purpose not involving commercial exploitation of EIRA or ArchiMate® 2.1

If You have commercial purposes, then this license requires that You acquire a commercial license² of ArchiMate® 2.1 prior to the Use of the Product. If You acquire such license, the commercial use of the Product by You is allowed.

5. No Warranty

THE PRODUCT IS PROVIDED "AS IS" WITHOUT REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULL EXTENT PERMITTED BY LAW INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXCEPT IN THE CASES OF WILFUL MISCONDUCT OR DAMAGES DIRECTLY CAUSED TO NATURAL PERSONS, THE EUROPEAN UNION WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES INCLUDING BUT NOT LIMITED TO THE LOSS OF DATA, LOST PROFITS, OR ANY OTHER FINANCIAL LOSS ARISING FROM THE USE OF, OR INABILITY TO USE, EVEN IF THE EUROPEAN UNION HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY.

5. Governing Law and Competent Court

This Agreement shall be governed by and construed in accordance with the law of the European Union, complemented where necessary by the substantive laws of Belgium.

Any dispute between the Parties resulting from the interpretation or application of this Agreement which it has not been possible to settle amicably shall be submitted to the jurisdiction of the courts of Brussels.

¹ www.opengroup.org/archimate/2.1/corp_index.htm

https://www.opengroup.org/archimate/2.0/comm_index.htm

ArchiMate® 2.1 Corporate License (Non-Commercial)

Copyright © 2009 - 2013, The Open Group All Rights Reserved.

BY SIGNING AND RETURNING THIS LICENSE, YOU ARE CONSENTING TO BE BOUND BY $^{\rm F}$ THIS AGREEMENT. IF YOU DO NOT AGREE TO A LL THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THE ARCHIMATE DOCUMENTATION, AND DESTROY ANY COPY OF IT THAT YOU MAY HAVE.

1. LICENSE

The Open Group grants the Licensee Organization named below a non-exclusive license to use the documentation suite known as ArchiMate® 2.1 ("the Documentation") in perpetuity, and free of charge, subject to the following conditions

- A. NON-COMMERCIAL USE: The Licensee Organization may use the Documentation internally for any purpose not involving commercial exploitation of the Documentation. In particular, the Licensee Organization may use it to develop an information system architecture for use within that organization, or to develop derivative works (subject to the conditions listed below) to support the Licensee Organization's work in the field of IT Architecture.
- B 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. 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 Archi-Mate Documentation.

2. REDISTRIBUTION PERMITTED WITHIN THE ORGANIZATION

Redistribution of the Documentation, in part or in whole, to any permanent employee of the Licensee Organization is permitted provided

- A All existing trademarks and copyright notices are retained in all copies of the Documentation;
- B In any derivative works, ArchiMate 2.1 is acknowledged as the source, and
- All existing trademarks and copyright 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 architecture practitioners, shall be regarded as "permanent employees" of the Licensee Organization

3. REDISTRIBUTION OUTSIDE THE LICENSEE ORGANIZATION

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 architecture field (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,
 - ii The above copyright notice appears in all such external uses of the Documentation

In particular, contracting companies and individuals needing to use the Documentation in order to perform architecture 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 architecture 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 ArchiMate 2.1 (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 architecture services company or individual, then Licensee Organization has no liability.

The Open Group operates an ArchiMate certification program that enables companies offering products or services associated with ArchiMate to make a legally binding warranty of conformance with Product Standards relating to ArchiMate. The use of such certified products or services is got 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/.

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 that 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.

FOR AND ON SCHALF OF	FOR AND ON BEHALP OF
European Commission	THE OPEN GROUP
Signature: Mill Name: Gertrul Injectal Title: Director Date: June 10, 2015 PRIMARY CONTACT FOR THE LIKE	Signature: Name: Steve Nunn Tide: Chief Operating Officer Dute: March 25, 2015 CENSEE ORGANIZATION
Name: Til	de:
Address:	
Mobile : Fa	l:
Email address:	
complete the above information on behalf of the Licensee. The signed license may be absoluted either by FAX +44 870-134-8146, or by email to legal@opengroup.org.	
ArchiMate 2.1 Corporate License (Non Commercial) Version 1, December 2013 Copyright © 2009 - 2013 X/Open Company Ltd., trading as The Open Group. All Rights Reserved. ArchiMate is a registered trademark of The Open Group.	

Agreement

This Agreement supplements the ArchiMate® 2.1 Corporate License (Non Commercial) issued to the European Commission ("EC", "Licensee"), herein attached ("License").

Background:

- 1. Under the auspices of the European Commission Interoperability Solutions for European Public Administrations (ISA) program, the European Interoperability Reference Architecture ("EIRA") was developed to guide public administrations in their work to provide interoperable European public services to other public administrations, business and systems.
- 2. The EIRA uses (and extends) the ArchiMate® language as a modeling notation, use of which is subject to the terms of the License.
- 3. Extending the License to European Union (EU) Member States and their public administrations being separate legal entities from the EC, and to users in the EU using EIRA for non-commercial purposes, as beneficiaries, shall provide a convenient ArchiMate® licensing solution for its use and integration with EIRA.

Agreed:

- 1. The License is extended to the EU Member States as such list may evolve over time, and their public administrations (central or regional) for the non-commercial use of ArchiMate® in relation to the EIRA, and to any organization established in the European Union that uses EIRA internally for any purpose not involving commercial exploitation of EIRA or ArchiMate 2.1) (together, the "Beneficiaries"),
- 2. Licensee shall disseminate the terms and conditions of the License to the Beneficiaries who shall be informed by the Licensee that they are obligated to abide by the same terms and conditions as the Licensee, it being understood however that the Licensee shall not be responsible nor in any manner jointly liable with the Beneficiary which would not respect the terms and conditions of the License.
- 3. The following persons shall be considered as "permanent employees" and considered as authorized users:

Individual contractors working for a public administration or another public agency or non-profit entity on the implementation of EIRA, either as independent consultants or as employees provisioned as staff by their employer in the context of a secondment/provision of staff agreement.

For the avoidance of doubt, this shall not cover companies providing services, such as outsourcing service providers or the employers mentioned in the paragraph above.

- 4. Notwithstanding Clause 5 of the License, the European Commission shall be excluded from any published list of the ArchiMate® 2.1 Corporate Licensees.
- 5. All other terms and conditions of the License remain unchanged.

This Agreement shall be dated and take effect on the last date signed below.

EUROPEAN COMMISSION

Name:

Gertrud INGESTAD

Title:

Director

THE OPEN GROUP

Signature: Steve Nunn

Title: President & CEO

Date: November 23, 2015