

# The Open Group® Professional Certification Program Trademark License Agreement

Version 1.1.1, January 2020

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"), 800 District Avenue, Burlington, MA 01803-5007, United States of America, and you ("Licensee").

## WHEREAS:

1. The Licensee has met the requirements of The Open Group® Professional Certification Program Certification Policy, available at <https://certification.opengroup.org/open-professions> ("Certification Policy").
2. The Open Group Professional Certification Program consists of:
  - a) Certifications that are defined by a combination of (i) profession (i.e., Architect, Data Scientist, Technical Specialist, or Trusted Technology Provider), (ii) level (i.e., Certified, Master, or Distinguished), and where applicable to the profession, (iii) specialization within the profession; and,
  - b) Milestones that are defined by a combination of the profession, level, specialization (where applicable), and name of the badge (i.e., Professional Communication, Professional Development, Experience Profile)

and this Agreement shall only be applicable to the Certifications or Milestones that Licensee has earned.

3. The Open Group is the proprietor of The Open Group Certification Mark logo, The Open Group Certification Badge logo, and The Open Group Milestone Badge logo used in connection with The Open Group Professional Certification Program, hereinafter ("The Mark(s)").

The Open Group Certification Mark logo is composed of the Open O and Check® Certification logo composited to form the word "Open", the words "The Open Group" and "Certified", a graphic separator line, and a label that indicates the profession and level.



The Open Group Certification Badge logo is composed of the Open O and Check<sup>®</sup> Certification logo composited to form the word "Open", the words "The Open Group" and "Certified", and a description of the profession and level.



The Open Group Milestone Badge logo is composed of the Open O<sup>®</sup> logo composited to form the word "Open", the name of the badge earned, and a description of the profession and level.



4. Licensee wishes to use one or more of The Marks, as applicable, and The Open Group is willing to permit Licensee to use The Mark(s), 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(s) solely in connection with publicizing that Licensee has met the applicable Conformance Requirements for the Certification or Milestone and a Certification or Milestone has been granted to the Licensee. For example, Licensee may use The Marks(s) in relation to the services offered by Licensee and in descriptions of the Licensee's skills and experience.
2. Licensee may use The Mark(s) only for so long as the Certification or Milestone granted to the Licensee remains valid.
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 design or name confusingly similar to the trademarked logos in respect of any goods or services, including domain names and social media handles.
5. When Licensee no longer holds a current certification in The Open Group® Professional Certification Program, the permission to use The Open Group Certification Mark is withdrawn. Use of The Open Group Certification Mark logo must cease as soon as is reasonably practicable following the removal of certification.
6. Where The Open Group Certification Mark logo appears on the Internet or any linkable medium, it must be hyperlinked to The Open Group® Professional Certification Program webpage <https://certification.opengroup.org/open-professions>, or the webpage specific to the profession in which the Certification was earned, for example by using the following HTML construct: `<a href="https://certification.opengroup.org/openca" > </a>`

Where The Mark is a Certification Badge or a Milestone Badge, the logo must be hyperlinked to the badge URL at Credly, Inc. or shared from Credly's Acclaim platform with the badge metadata embedded into the image.

For the avoidance of doubt, unauthorized use of a Certification Badge or Milestone Badge is in direct violation of this Agreement.

7. All use of The Marks in advertisements, informational, and promotional material must be in relation to individuals who have earned a Certification or Milestone only. If an advertisement, document or other material refers both to such individuals and to other individuals, The Mark(s) must not be used in such a way as to suggest that all the individuals being advertised are certified or have earned a badge.
8. The Mark(s) 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(s) must be strictly adhered to as defined in the Logo Usage Guidelines.
10. The Mark(s) must not be used in conjunction with product or service names under any circumstances.
11. The first or most significant occurrence of The Mark(s) 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 O and Check Certification logo, the Open O® logo, and The Open Group are registered trademarks 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 O and Check Certification logo, Open O® logo, and The Open Group are registered trademarks 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 Mark(s) in conjunction with The Open Group trademarks 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):
  - on business cards
  - in email signatures
  - in presentations
  - on websites
  - on marketing collateral
3. The Mark(s) whenever and wherever it appears must be distinguished from the surrounding text. This applies to all forms of printed media, including, but not limited to, advertising copy, brochures, manuals, internal memoranda, editorial, articles, correspondence, presentation materials, videos, web pages, mobile, social media and other electronic applications and messaging.

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

The graphical design of The Marks must be strictly adhered to and the image files must always appear in the colors and font provided and should never be altered in any way except they 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 having clicked the checkbox on the registration or application form to accept this Agreement, Licensee:**

- 1. Hereby acknowledges having read and understood this Agreement;**
- 2. Agrees to be bound by the terms of the Certification Policy and this Agreement;**

**and agrees that all these obligations along with those described in the Liability clause of this Agreement shall survive the termination of this Agreement.**