

## R&A IT Strategy & Architecture

### Is ArchiMate® an Open Standard? Not really.

MAY 23, 2016 — 8 COMMENTS



ArchiMate, the enterprise architecture modelling language, is a standard from The Open Group (TOG). Most people infer from this that ArchiMate is an open standard (I did once) and often assume The Open Group is some sort of a not-for-profit entity. What is the real situation? This (longer than usual, but these matters need precision) post explains.

For one, as soon as you want to use the ArchiMate standard for commercial purposes, you run into the situation that according to TOG you need a *commercial license*. The cost of such a commercial license is not trivial. The price depends on your revenues as a company, the *cheapest* one is \$2500. *Yearly*, that is. And TOG holds a trademark for ArchiMate which means you are not allowed to use the name 'ArchiMate' in relation to providing consultancy, tools and training unless you buy a commercial license (and —for training and tools — get certified ).

Now, compare this to the Object Management Group (OMG), the owner of BPMN, UML and so forth:

- OMG doesn't require one to buy a 'commercial license'. Everybody is allowed to exploit the standard commercially. One can sell tools, give training, provide consultancy and one does not need to pay OMG a single dollar. If one downloads an OMG standard, the license in the text automatically gives permission to use it freely, *including for commercial purposes*. The standards from OMG are *royalty-free*.
- The same is true for the BPMN *trademark*, which isn't even a *registered* trademark (®) but is of the plain trade mark type (™). Thus, one can freely advertise and sell BPMN tools, training and consultancy without having to pay anything to OMG.

## The ArchiMate commercial license

TOG writes on its web site:

If you wish to use ArchiMate 2.1 for commercial purposes, then your organization must have a current ArchiMate 2.1 Annual Commercial License. This applies to both members and non-members of The Open Group ArchiMate Forum.

Commercial purposes include, by way of example, developing an IT architecture for use within an organization other than your primary employer, a commercial tool using the ArchiMate modeling language, or providing ArchiMate based consultancy or training services.

You will also need a ArchiMate Annual Commercial License if you wish to submit an application to certify a product or service to any of the ArchiMate Product Standards. See the ArchiMate Certification web site for details.

If we dig one step deeper and look at the *ArchiMate 2.1 Annual Commercial License*, we read:

The Open Group grants the organization (“the Licensee”), who wishes to use the methods, resources, and associated documentation suite (“the Documentation”) known as ArchiMate® 2.1 and all Earlier versions, a non-exclusive license for any purpose (including use for commercial gain)

So, it seems clear: you need a commercial license for commercial exploitation of ArchiMate.

I think, however, there are suggestions here that are not supported by legal facts. Let’s start with the question of the commercial license. What, *exactly*, does it license and under what type of law? According to the license: “*the methods, resources, and associated documentation suite (“the Documentation”) known as ArchiMate® 2.1*”.

I asked TOG about what was actually licensed by the commercial license, given that you cannot copyright a ‘method’ for instance, and I got this response: “The commercial license covers The Open Group’s *copyright* of the ArchiMate *documentation* which *expresses* the method of combining the application of the language concepts within the ArchiMate framework, including the layering and extensions” (italics are mine). In other words: it licenses (under copyright law) the *documentation*, period. Later in the discussion I was told that there is no *method* with the name ArchiMate, there is a *standard* with that name. I was told: “The Documentation suite known as ArchiMate version 2.1 and earlier versions is the ArchiMate *standard*, and a standard is protectable by copyright” (again: italics are mine). In other words: the *documentation* is protectable by copyright and the term ‘standard’ is set by TOG to equal the term ‘documentation’. So far, so good.

So that it is perfectly clear: TOG tells in its license that it licenses you the “method, resources and associated Documentation”, but what they license you in fact is just “the Documentation” (under copyright law). TOG also confirmed to me earlier that a commercial license is not required for blogs, books, etc. about ArchiMate, which fits the fact that these are independent *expressions* of the (‘unnamed’ and unprotected) method.

So, the *method* is not protected at all (whatever the license or TOG’s web site suggests), the *documentation* of the method is. You can use the *method*, freely, even commercially, without a commercial license. TOG disagrees with that statement using a curious line of legal reasoning, but more about that later.

So, what about the “documentation”, or in other words the *standard*? A copyright holder may of course ask what he wants for the use of his copyrighted material. But when I buy the standard at Amazon (the book with the official standard text published Van Haren) for \$52, I have paid for the copyright. I may of course not plagiarise, or copy and distribute what I bought, but I may resell my copy (or copies if I bought more than one). And of course I may read it and use what is in it. Legal experts tell me that the copyright is ‘exhausted’ at that point, TOG cannot say I have to pay more for the copyright. My interpretation is thus that if I buy the standard at Amazon, I need not additionally pay TOG for the commercial license if I use this book commercially, as I’ve already paid for the copyright. In other words: I do not need a commercial license to (commercially or non-commercially) use the ArchiMate *standard*, if I buy my copy of the standard in a book store. Again, TOG disagrees, but more about that later.

And this holds in my view also for selling tools that support the ArchiMate standard, selling services that use the ArchiMate standard, or even sell training that uses (or teaches) the ArchiMate standard. In all cases, the copyright (remember: the *only* thing the commercial license actually licenses to you) has been paid for if I bought the book. Even if, as part of a commercial consultancy or training job for 10 people, I want to use the exact standard text, I can buy 10 copies at Amazon and distribute these. TOG, of course, does not agree with me, but the legal experts I have consulted do.

About my point that legally you do not need a commercial license to sell an ArchiMate compatible tool, TOG tells me: “The tool either meets the criteria to be certified to the ArchiMate standard, or it does not. If it does, and is sold, then that is commercial use” (of the standard). The legal experts I have consulted say this is utter balderdash. TOG is in fact claiming here far more than copyright on the documentation (the standard) can give them. The copyright has been paid for when I buy it from Amazon, the rights of TOG are exhausted at that point and there is *no* difference between commercial and non-commercial use from the perspective of copyright (which, remember, is the *only* right that is licensed by the commercial license). A tool that supports ArchiMate is *not* a (plagiarised) copy of the documentation (which is weirdly what TOG seems to claim).

Also, TOG’s claim that you need the commercial license to use ArchiMate if you use ArchiMate for another organisation than your own is doubly unfounded, because the organisation you are using ArchiMate *for* can use it for free, so they already have the right to use it and if they hire you you can use their rights.

So, does this analysis mean that you can just use the ArchiMate standard commercially without any trouble from TOG? No, we're not done yet. Though in theory you can — after you have bought the standard at Amazon — can use it commercially in a practical sense, it is not easy to commercially use ArchiMate, the standard, freely. Here TOG's use of the *trademark* on the *name* ArchiMate comes into play, an instrument TOG is willing to wield to guard against commercial ArchiMate use without a TOG commercial (copyright) license.

## The ArchiMate Trademark

A trademark is intended to protect the good name (and thus commercial value) of a *provider* of goods and services. E.g., Coke® is a registered trademark of the Coca-Cola Company. They could not trademark 'Cola', so they trademarked 'Coca-Cola®' and 'Coke®' and the form of the bottle instead. And so, if you buy cola, labelled 'Coca-Cola' or 'Coke', or a cola in that particular bottle style, you are certain *that it comes from the provider "the Coca-Cola Company"*. That is a provider you might like or trust more and so you are willing to pay more for that brand. The brand protects the good standing of the producers of a good or service. And that is why a brand has value.

The main goal for having trademark laws is that it provides a protection against confusion generated in economic traffic, especially confusion about the origin of a product or service.

There also exists (in many jurisdictions) a special variant of trademark, which is a 'certification mark'. This is a mark that signals quality, but it is independent from a specific provider. A famous example is 'Woolmark', a certification mark for woollen clothing and apparel which says the wool (or the process by which it has been produced) conforms to certain quality standards. This kind of trademark, however is less usable in protecting your commercial turf, as there are limitations to the way you can enforce these. Law makers are very sensitive about the misuse of intellectual property rights (IPR) to create (unlimited) commercial monopolies, that is why IPR is often severely limited in its working (e.g. the fact that copyright is exhausted when you have bought the standard from Amazon is such a limitation). So, if you have a certification mark, you are for instance not allowed to withhold permission at a whim (which you more or less may with a regular trademark) and you have to offer certification at non-predatory prices. In other words: you are not allowed to use it to stifle competition. For that you have the classic trademark, which is more a 'provider mark'.

Trademarks have one important advantage over patents (and copyright): in principle, they last forever. You can lose them only if you misuse them (e.g. for certification marks) or if you don't really protect them (they become 'common language').

TOG owns the registered (in the EU and US at least) trademark ArchiMate. Now, a trademark needs to be registered for certain categories, the so-called 'Nice classifications' (from the French city Nice). What do these classes stand for?

- Class 9 covers all software and programs, but also all scientific instruments sound and image recording machines, etc. including hot items such as 'punched card office machines';
- Class 16 covers paper and cardboard stuffs, such as printed matter and teaching materials;
- Class 35 covers services for businesses, such as help with management (EA services would count as that, right?) or management consultancy;
- Class 41 covers education, training (and cultural activities). Oh, and entertainment such as amusement parks. (I'm trying to imagine the thrill of a business layer ride in the ArchiMate amusement park...);
- Class 42 covers scientific and technological services.

Until recently, TOG had ArchiMate protected for Nice classification 9 (tools) only, but since early this year TOG has extended this to Nice classifications 16, 35, 41 and 42. They are apparently serious about using trademark law to protect *something* related to ArchiMate. We'll see what.

Now, here is a funny thing. TOG, cannot use the registered trademark to stop people *using* ArchiMate the *standard* for these activities. The *only* thing they can do with a trademark is stopping parties from using the *name* ArchiMate in economic traffic, hence in relation to selling products and services in the mentioned categories. In other words, advertise an "ArchiMate training" or sell your tool (say 'ArchiMateModeller') and TOG claims you need TOG's blessing for this use of the ArchiMate trademark. Which they only will give you if you buy the annual(!) commercial license, of course. They even claim that if you call your tool 'SuperArchi' and you say it supports modelling according to the ArchiMate standard, you have to have permission to use the trademark.

In fact, TOG told me *every mention* of ArchiMate "is a reference to the copyrighted standard, the name of which is a registered trademark". The legal specialists I consulted told me that this combination is problematic. They say that since 'ArchiMate' is *both* the name of the standard



(according to the commercial license) *and* a registered trademark, the effect of the trademark gets weakened, as the term 'ArchiMate' is the *only* way you can refer to the standard. If TOG is right, they can block your use of mentioning the standard in any way (which in my mind doesn't really fit with the idea of 'open', by the way, but we'll get to what 'open' means below). According to the legal specialists I asked, TOG cannot use the trademark to block your use of the term ArchiMate for referring to the standard. These specialists tell me: as long as you make clear that you are *not* TOG, *nor* providing TOG's services (e.g. ArchiMate certification), and as long as there is *no* possibility that buyers are confused into thinking you *are* TOG, using the term 'ArchiMate' to refer to the standard is *most likely* permitted. 'Most likely' and not 'certainly', because interpretation of trademark law is surrounded with uncertainties (one never knows what a judge will say), and different jurisdictions may have a different working too. However, they tell me TOG's position is weak.

So, TOG does not allow tool providers to advertise that they support the ArchiMate *standard* without said tool providers paying for an annual commercial license, but it seems to me that, legally, everybody can sell a tool, say 'SuperArchi', and claim it supports the ArchiMate *standard*, without infringing on the ArchiMate *trademark*. As long as the tool vendor does not want to be certified (for which TOG can and does use a commercial license as a gate), and as long as no confusion with TOG's own products and services can exist, they do not need TOG's blessing. TOG does not agree with this assessment, needless to say.

There is something fishy in a legal sense: TOG is using a trademark, but not as a protection for their *own* services or products at all. After all, TOG is *neither* an ArchiMate product seller *nor* an ArchiMate consultancy or training provider. Since they are neither, I at first expected the trademark for ArchiMate to be a 'certification mark' (such as 'Woolmark', see above) but to my amazement found out it is a regular trademark (one could say 'provider mark'). And what TOG actually sells is ArchiMate *documentation* and *certification* (as well as — indirectly — the permission to use the ArchiMate trademark). But certification is typically something that is appropriate for a certification mark.

All this wrangling about the use of what is supposed to be an *open* standard makes one wonder. Why is TOG so aggressive about this, where for instance OMG (from UML, BPMN and so forth) are not? Why are they acting as if they were the Coca-Cola Company protecting their commercial turf against copycats?

## The TOG enterprise

Well, probably because TOG is a for-profit enterprise. Where OMG is clear about being not-for-profit:

The Object Management Group® (OMG®) is an international, open membership, not-for-profit technology standards consortium, founded in 1989.”

TOG doesn't mention for-profit/not-for-profit when it writes:

The Open Group is a global consortium that enables the achievement of business objectives through IT standards. With more than 500 member organizations, we have a diverse membership that spans all sectors of the IT community — customers, systems and solutions suppliers, tool vendors, integrators and consultants, as well as academics and researchers to:

- Capture, understand and address current and emerging requirements, and establish policies and share best practices
- Facilitate interoperability, develop consensus, and evolve and integrate specifications and open source technologies
- Offer a comprehensive set of services to enhance the operational efficiency of consortia
- Operate the industry's premier certification service

So, what is The Open Group? The end of the commercial license gives us a start: “Copyright © 2009 – 2013 X/Open Company Ltd., trading as The Open Group”. So, “The Open Group” is just a trade name of a company called the X/Open Company. Information from the British Chamber of Commerce tells us more. If you read the published reports of the X/Open Company ((See <https://beta.companieshouse.gov.uk/company/02134862/filing-history>)), you find all the publicly available information about the commercial enterprise it is, including its commercial successes and expectations for the future.



There we read, for instance, that the director in 2014 cost TOG \$444,000 (for a company that made a profit of \$520,000), and that the 44 employees together cost 7.4 million dollar in salaries, which comes down to roughly \$180,000 per employee, that is including the administrative staff. At least these people have an interest to keep the money flowing and I don't blame them. Note: these are full cost for TOG, not exactly what these people find in their pay checks.

We also read there that all 21 shares of X/Open LTD are owned by The Open Group LLC which is registered in Delaware US. And there the trail goes cold. The reason is that Delaware's trade laws are designed to protect companies from prying eyes. Many companies, from good causes (OXFAM America Inc. is registered in Delaware) and not-for-profit organisations (such as OMG) to hundreds of US Presidential candidate Donald Trump's enterprises and the occasional drugs or arms trafficker, are registered in Delaware. The state has earned itself a nickname because of all of this: D.E.L.A.W.A.R.E.: Dollars, Euros: Laundered And Washed At Reasonable Expense. Given today's hubbub about the Panama Papers: who needs Panama when you have Delaware? But I digress. For us, however, it means we cannot really tell who is behind X/Open and who profits from the 1.5 million dollar X/Open Ltd. paid to The Open Group LLC in 2014, for instance (as part of its cost of doing business). Was that real cost for actual services rendered? Or is it profit moved to a place where it is taxed less than in the UK? We do not know, because The Open Group LLC (like many others, I'm aware, and so *it does not mean that anything illegal is happening*) is shrouded in the fog of D.E.L.A.W.A.R.E.

The situation of The Open Group is apparently like this: the owners (the shareholders, who are hidden behind The Open Group LLC in Delaware, but my guess from history is that we're partly talking about HP, Oracle, Huawei, Philips and a few other large firms) form a consortium, the paying license holders (most will be 'members') are forming an informal group and both groups together exploit the ArchiMate copyright and trademark (and many other methods and trademarks, such as TOGAF® and UNIX®).

TOG (actually X/Open) used to be a consortium of companies mainly in enterprise computing, that were trying to fight mainly Microsoft, who was making inroads into that field. The commercial interests were clear at that time, the consortium was founded to make the different Unixes interoperable so they could better fight off Microsoft together. (It was also a time long before the rise of true open standards, but we get to that below). Given that that fight has been long over (it's now more or less Open Source Linux versus Microsoft) one may wonder who are now the

beneficiaries. Who, in the end, owns ArchiMate? We do not know. We might also wonder why the big companies that probably own The Open Group LLC want this to be hidden. We might also wonder what the use of ‘interoperable’ (a clear goal for different Unix distributions, certainly) is when we are talking about standards like TOGAF or ArchiMate.

So, what TOG is *not* (like the Object Management Group is) is a not-for-profit organisation. Its role is not just to *promote* open standards, its role is to (promote standards in order to) *exploit* standards.

I have nothing against commercial enterprise, let that be clear. My own book-publishing has turned into a small commercial side-activity after all.

I started using ArchiMate when I heard that this obscure standard had been adopted by The Open Group. For me, (and without doing all the research I have done now) that meant it had become an *open* standard. The rest is history. I think many people (like me, at that time) will think that TOG is a not-for-profit setup and definitely that ArchiMate is just an open standard like UML, BPMN and so forth.

In the end, for me it is not about how much the staff or owners of TOG or OMG make, but if the standards they promote are promoted for a wide distribution or for profit (and if they are open about that or play hide and seek). In case of OMG it is the first. In case of TOG, it is the latter. I do not mind they earn good salaries. I’m a fan of good salaries. I do mind that ArchiMate is in my view not really, truly open.

## So, what is ‘open’ anyway?

For most people, ‘open’ means ‘royalty-free’. But that is not the only definition of ‘open’. The Open Group told me they subscribe to the Joint IEEE, ISOC, W3C, IETF and IAB Definition of an open standard, which does not demand a standard to be royalty-free, just licensed under *fair, reasonable and non-discriminatory* (FRAND) terms. On that same Wikipedia web page, by the way, you read several other definitions. What is clear is that for most governments listed there (including the whole EU) ArchiMate does *not* meet their requirements for being called ‘open’, which generally include that the standard must be *royalty-free* (or available at a nominal charge), and — in the case of the EU and several others — *it must be maintained by a not-for-profit organisation*. From that Wikipedia page, some EU rules for instance are:

- The standard is adopted and will be maintained by a not-for-profit organization, and its ongoing development occurs on the basis of an open decision-making procedure available to all interested parties (consensus or majority decision etc.).
- The standard has been published and the standard specification document is available either freely or at a nominal charge. It must be permissible to all to copy, distribute and use it for no fee or at a nominal fee.
- The intellectual property – i.e. patents possibly present – of (parts of) the standard is made irrevocably available on a royalty-free basis.
- There are no constraints on the re-use of the standard

In other words, ArchiMate® is *not* an open standard according to the EU, nor according to Denmark, France and Spain specifically. And it is neither open according to India, Venezuela, South Africa, New Zealand and probably many more. Even Microsoft says that to be open, a standard must be free. I was tempted to make the title: “ArchiMate® is *not* an open standard”, but it does depend on whose definition of ‘open’ you use and TOG’s position is not wrong. It’s just that most people will subscribe to the definition that it must be royalty-free, and that ArchiMate is not. Or, to be precise, not for commercial use. End-user organisations may use it royalty-free. TOG tries to structure the market it is in as a monopoly, however.

## **What is allowed if you want to exploit the commercial standard ArchiMate commercially?**

Back to what you can or cannot do with ArchiMate, from a legal perspective.

Regarding copyright, I am quite convinced that you can legally freely use (also commercially) the *standard* (documentation) that carries the ArchiMate *name*, and which you can [buy from Amazon](#) for \$52 (which I think is expensive enough for a paperback).

I also don’t think any tool that conforms to the ArchiMate standard and that is sold legally requires the annual commercial license. TOG disagrees with that assessment, of course.

Regarding the trademark, I think you can use the name ArchiMate in economic traffic as long as it is absolutely clear you are referring to the *standard*, and there is no possible confusion that you are TOG or are providing TOG's services. TOG disagrees with that assessment too, and it is clear that permission will only be given by TOG if you pay for a commercial license and then probably only for products and services that it certifies. (On the other hand, TOG seems not to bother that much if you just pay the commercial license: Sparx EA is not certified (and I have seen reports that it is also not really compliant), but they advertise with the ArchiMate name freely. Another data point that suggests that it is not so much the protection of the standard but protection of income in TOG's case).

Is there a foolproof way around the barriers — erected with trademark — established around this standard that keep it from being truly open? One way is certainly allowed: establish the *same* method under a *different* name with its own independent description. The whole discussion will then be if you are allowed to tell people that you are compatible with ArchiMate the *method*. How can you do that without mentioning ArchiMate the *name*? And is in that case the use of the name permitted? Trademark law seems to suggest this is the case, but one will probably have a fight with TOG at its hand.

In the end it does not matter if TOG's legal setup works or not. If it works, if TOG's assessment is correct, it only proves that the standard is not fully open, certainly not from the perspective of most definitions of 'open'. Not like the OMG standards UML or BPMN, to name some. If TOG's legal setup on the other hand is broken, we have an open standard, but managed by an organisation that wants it to be a monopoly. Take your pick.

## Summary

In short:

- ArchiMate® is a trademark of a kind that is meant to protect the brand value of a *provider* of a certain product or service against misuse by competition, but TOG is not a provider of tools or training itself. A certification mark would have been more appropriate for that setting (but it would not have given TOG the commercial benefits and protection);
- TOG says in the commercial license that one licenses the *method*, but that seems to suggest something that isn't the case (it is legally OK (albeit misleading) to claim all sorts of things in licenses, but the law decides what is valid and not);

- TOG uses the fact that there is no way to mention ArchiMate the *standard* without using ArchiMate the trademarked *name* as a way to get a de facto an eternal protection of the *method*. A sort of de facto eternal patent. This assessment is strengthened by the fact that they claim (unfounded, I think) that *any* expression (e.g. in a tool) that is compatible with their own documentation is a breach of their copyright (they really told me that). To me, that sounds like patent more than copyright. Commercial Intellectual Property Rights holders tend to overstate their claims and TOG is no exception. One might say that TOG tries to use trademark law to protect their exaggeration of the protection of copyright law.
- TOG has very recently expanded the coverage of the ArchiMate trademark from computer programs only (the modelling tools) to professional services and education and printed materials, such as training materials. They have told me, though, that books and blogs and such about ArchiMate are free;
- TOG (especially regarding the trademark and especially compared to OMG) behaves like a commercial vendor of the standard and certification and not as a not-for-profit guardian of the standard which it wants to spread far and wide.

I asked OMG about their use of IPR law, and they confirmed to me that they only use their intellectual property rights to prevent people from misusing the BPMN name in ways that damages the standard. E.g. if something clearly isn't BPMN but it advertised as such. And that is all. They're not into monetising their standards.

TOG, on the other hand, seems to guard *against* too much use of the standard, or to be precise: use by anyone who does not pay the commercial license fee. That is the behaviour of a commercial entity, not an open standards body according to most definitions of 'open'. TOG uses a trademark that is generally used to protect a vendor's commercial interests (as opposed to a certification mark, where the standard is protected) and enforces it. TOG earns money from the commercial licenses (included with membership) and the certifications (and from sponsorships of their events). And the companies who pay TOG get the benefit that competition is limited. No sea of individual ArchiMate consultants who provide advise or training to compete with. No sea of tools supporting the ArchiMate standard to compete against.

But, TOG's drive to make ArchiMate a world wide prominent standard is thus also a drive towards a commercial monopoly.

And that is exactly where the problem is. I would like to see ArchiMate widely adopted. After all, I like it, warts and all. But the spread of ArchiMate is hindered by the way TOG monetises the standard and protects its interests, in collaboration with a couple of firms (the commercial license holders or members) that provide tools or training. Though the ArchiMate standard can be used freely by end user organisations, one cannot practically sell services based on it because of the way the trademark is enforced, without becoming a member of the ArchiMate Forum at a minimum of \$2500 per year (which then ironically doesn't even grant you permission to use the trademark at all, but only licenses you the documentation for which you in fact only need to pay \$52 at Amazon for perpetual use).

This fee is prohibitive for many small operators such as independent consultants, small startups, and so forth. This is a barrier to entry, which fits the current license takers (tool and training vendors) fine, but hurts ArchiMate's spread overall (and as we know from economics it creates an upward pressure on price and a downward pressure on quality — we could probably have *much* better tools and training than we do). It effectively kills all the small innovations and growers-of-the-market. Who's going to provide from their garage an ArchiMate app on the App Store if the first \$2500 *every year* is cost for the TOG license (not counting the cost of certification) and even then you're officially not certain you can use the trademark? It's not for nothing that most definitions of 'open' include the fact that the standard should be royalty-free. TOG is maintaining a sort of commercial monopoly. Both parties that require the use of open standards (mostly public sector) as well as lawmakers (who tend to frown on monopolies) will not be pleased if they find out.

By the way, I personally have no problem with TOG being a commercial enterprise and ArchiMate being a commercial standard. I'm just trying to set the record straight.

But TOG, please, at least, make sure there are no barriers to entry, even if they may be illusory from a legal perspective. Let organisations and individuals freely sell products and services based on ArchiMate (including the use of the trademark for selling those products and services) and only ask (the big) fees for those that want to *influence* that standard by voting in the ArchiMate Forum and for *certification*. Or let them sponsor all your events and pay for the privilege to be in-your-face to the participants. It works for BPMN, why not for ArchiMate? After all, wouldn't it be wonderful if there were not approximately 2000 certified ArchiMate practitioners world wide but 200,000? That business model could work as well. Probably better.

## Final note

TOG and I have different interpretations, analyses and conclusions on the legal issues I have raised. I shared my drafts with TOG (the whole process took many months) and what is written above is (with a few minor edits) what they saw as latest draft. After having read that they assured me that they are confident that their licensing framework is “legal, tested, and consistent with others in standards development community.” I, however, think that this framework probably never saw much actual scrutiny until today; most people tend to ignore legalese details after all. And if TOG says it is so, they will accept it as true.

I don't think TOG's legal framework is really tested, e.g. as far as I know there never was a court case about a potential tool vendor who doesn't agree with TOG's (impossible) position that a *tool* that implements ArchiMate is a *copyright* infringement of the *document* that describes the standard (unless for instance that tool would copy the text of the standard in its help documentation for instance). And then they use the trademark to enforce this impossible position. Just the threat of legal action, however, will work for TOG to keep matters as it is, as TOG of course has deeper pockets than any small startup.

And just for the fun of it and being as correct as I can:

ArchiMate®, TOGAF®, UNIX® are registered trademarks of X/Open Ltd trading as The Open Group. BPMN™ and UML™ are trademarks of the Object Management Group.

PS. I'll be giving the opening EA keynote for the [Enterprise Architecture Conference Europe 2016](#) on 14 June 2016 in London. I'd love to discuss EA with you. So: meet me there?



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**I'M SPEAKING AT**

## Disclaimer

The conclusions I draw in this article are without any warranty. If you go ahead and start a legal fight with TOG and you lose, I'm not responsible. I am not even a legal specialist, in this case more akin to an investigative journalist.



## Update:

There is a [follow-up to this story](#) as TOG has changed its wording with the introduction of the ArchiMate 3 standard.