OPEN NETWORKING FOUNDATION

**FAQ REGARDING
INTELLECTUAL PROPERTY TERMS FOR
SOFTWARE PROJECTS AND SPECIFICATIONS**

1. What IP-related terms govern ONF software projects?

All ONF software projects are governed by the Apache License Version 2.0 ("**Apache License 2.0**"). Contributions to software projects are further governed by a Contributor License Agreement (the "**CLA**") that each Contributor is required to enter. Software projects are not usually subject to the ONF Intellectual Property Rights Policy (the "**IPR Policy**") because software projects are not usually adopted as "Final Specifications" in accordance with the IPR Policy. However, please see *FAQ 4 - Can software projects and Final Specifications overlap?*

2. What IP-related terms govern Final Specifications?

Final Specifications are governed by the IPR Policy and ONF Bylaws. In general, Final Specifications are not software projects, and therefore are not governed by the CLA or Apache License 2.0. However, please see *FAQ 4 - Can software projects and Final Specifications overlap?*

3. What is the difference between a Final Specification and a software project?

A Final Specification is a document that has been adopted by the ONF Board of Directors in accordance with the procedures set forth in Section 2 of the IPR Policy, after an ONF Technical Working Group has recommended it for adoption and the ONF Members have been provided with sixty days to review the document. A list of ONF published Final Specifications is available at https://www.opennetworking.org/software-defined-standards/specifications/. ONF's work on OpenFlow® and on Reference Designs are being published as Final Specifications. More on Reference Designs can be found here: https://www.opennetworking.org/reference-designs/.

An ONF software project is the ongoing development of one or more software programs by a community of developers hosted by ONF. ONF software projects include (but are not limited to) CORD®, ONOS®, Stratum, P4, SEBA, VOLTHA, COMAC, ODTN, Trellis, UPAN, OIM&T, OTCC and XOS. Projects can be found at https://www.opennetworking.org/.

4. Can software projects and Final Specifications overlap? If so, what IP-related terms are they governed by?

ONF software projects and Final Specifications can overlap. For example, some portions of software projects (e.g., code or documentation) may be incorporated into a Final Specification. Conversely, portions of ONF software projects may implement pre-existing Final Specifications. Portions that are common to both a software project and a Final Specifications would be subject to the IPR Policy, the Apache 2.0 License, and the CLA.

5. What are key similarities and differences between the IP-related terms governing specifications and software projects?

COMPARISON CHART

	Apache License 2.0 and CLA	**ONF Bylaws and IPR Policy**
Scope and Application	ONF software projects	"Final Specifications" adopted in accordance with ONF IPR Policy
Contracting Parties	Contributors, ONF, and anyone who receives a copy of the software	ONF, ONF Members, and their Affiliates
Patent License	A royalty-free license under patent claims that are necessarily infringed by a Contributor's Contribution (alone or combined with the rest of the software project) are licensed by each Contributor to anyone who receives a copy of the software.	A royalty-free patent license under patent claims that are necessarily infringed by implementation of the Final Specification is granted by ONF Members and their Affiliates to other ONF Members and their Affiliates.
Copyright License	A broad royalty-free copyright license is granted by Contributors to anyone who receives a copy of the software.	A royalty-free copyright license for the sole purpose of developing and publishing copyrightable works on behalf of ONF is granted by Members and their Affiliates to ONF and other Members and their Affiliates.

6. Am I bound by the Apache License 2.0 and CLA if I do not contribute to a software project?

If you do not contribute to a particular software project, you would not be bound as a "Contributor" by the CLA or Apache License 2.0 with respect to such software project, and you would not be obligated to grant the licenses set forth in the CLA or Apache License 2.0 with respect to such software project. If you do not contribute to a software project but you download and use software associated with that project, you would be bound by the Apache License 2.0 solely as a licensee.

7. Am I bound by the IPR Policy if I do not contribute to a Final Specification?

The IPR Policy applies to all Members and their Affiliates, regardless of whether they make contributions to Final Specifications. If a Member or their Affiliate is unwilling to grant the licenses set forth in Section 3 of the IPR Policy with respect to any Draft Specification, they must

provide notice of a licensing objection or notice that they are withdrawing from ONF membership during the sixty-day review period for such Draft Specification prior to it being adopted as a Final Specification. If notice of a licensing objection or withdrawal is not filed during such sixty-day review period, the Member and its Affiliates will be bound by the licensing provisions of the IPR Policy if and when the Draft Specification is adopted as a Final Specification.

8. Where can I find out more about the Apache 2.0 License?

Additional FAQ regarding the Apache License 2.0 are available at www.apache.org/foundation/license-faq.