

Appendix B

Software Submission

Note: This form is subject to the Intellectual Property Rights Policy (the "IPR Policy") of Broadband Forum (the "Forum"), and the related Policies and Procedures document of the Forum (the "Rules of Procedure"). All capitalized terms used in this form are intended to have the meanings given to them in the IPR Policy or the Rules of Procedure.

By making this Software Submission, Submitter represents and warrants that he/she has the necessary rights and authority to make the commitments set forth below.

A. This form relates to (you must choose one):

All Software the undersigned Submitter may contribute to the WT-369 Project.

The Software described in an attachment to this form.

B. Copyright elections (you must choose one):

Submitter accepts and agrees to one of the following options for any Software Submitted by it:

Copyright Assignment. Contingent upon Submitter's Submission(s) being included in a Draft Specification that is declared at Final Ballot readiness, Submitter hereby assigns to the Forum all copyright rights and copyright interests in its Software Submission(s). Such assignment is made expressly subject to any pre-existing non-exclusive licenses or other non-exclusive rights already granted with respect to such Software Submission(s). SUCH SOFTWARE SUBMISSION IS PROVIDED TO THE FORUM BY THE SUBMITTER AND ITS CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IN NO EVENT SHALL THE SUBMITTER OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE SUBMISSION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

This copyright assignment is subject to the Forum granting the following copyright grant-back license as set forth below:

Copyright Grant-Back License. Upon the Copyright Assignment described above occurring, the Forum hereby grants to Submitter a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicenseable and transferable copyright license to use, copy, prepare derivative works of, modify, distribute directly or indirectly through multiple tiers, publicly perform and publicly display by all means now known or later discovered, and/or otherwise fully exploit its Software Submission(s) and any derivative works thereof or modifications created thereto for any purpose or use.



Copyright License Grant. Contingent upon Submitter's Software Submission(s) being included in a Draft Specification that is declared to be at Final Ballot readiness, Submitter hereby grants to BBF and any Implementer and User a BSD 3-clause License to its copyrights.

IN WITNESS WHEREOF, the Submitter has executed this Submission Form through its duly authorized Representative.

Submitter: Google Inc.

By: 

Name: Walter Drummond


Title: VP, Engineering

Date: 1/25/17

To be completed by the Forum if the Submitter has selected the Copyright Assignment with Copyright Grant-Back License option above:

IN WITNESS WHEREOF, the Broadband Forum has executed this Submission Form through its duly authorized representatives.

BROADBAND FORUM:

By: 

Name: Robin Mersh

Title: CEO

Date: January 27, 2017