

# Can I sell pfSense

From PFSenseDocs

## Selling the Software

Many consulting companies offer pfSense solutions to their customers. A business or individual can load pfSense for themselves, friends, relatives, employers, and, yes, even customers, so long as the Trademark Guidelines and Apache 2.0 license requirements as detailed on the website (<https://pfsense.org/about-pfsense/#legal>) are obeyed by all parties involved.

What can not be offered is a commercial redistribution of pfSense® software, for example the guidelines do not permit someone to offer "Installation of pfSense® software" as a service or to sell a device pre-loaded with pfSense® software to customers without the prior express written permission of ESF pursuant to the trademark policy as referenced in the RCL Terms and Conditions (<https://www.netgate.com/RCL-Terms-and-Conditions.pdf>).

Example 1: A consultant may offer firewall services (e.g. "Fred's Firewalls"), without mentioning pfSense® software or using the logo in their advertising, marketing material, and so on. They can install pfSense® software and manage it for their customers.

Example 2: Fred's Firewalls may make a customized distribution pfSense® software with their own name and logo used in place of the pfSense marks. They can use the pfSense marks to truthfully describe the origin of the software, such as "Fred's Firewall software is derived from the pfSense CE source code." Even though Fred's Firewall is based on pfSense® software, it can **not** be referred to as "pfSense® software" since it has been modified.

Example 3: Fred's Firewalls may sell their customized firewall distribution pre-loaded on systems to customers, so long as the relationship to pfSense is clearly stated.

The Apache 2.0 license only applies to the software and **not** the pfSense name and logo, which are trademarks and may not be used without a license. Reading and understanding the RCL Terms and Conditions (<https://www.netgate.com/RCL-Terms-and-Conditions.pdf>) document is required before one considers selling pfSense Software.

## Contributing Back to the Project

We ask anyone profiting by using pfSense software to contribute to the project in some fashion. Ideally with the level of contributions from a business or individual corresponding to the amount of financial gain received from use of pfSense software. Many paths exist for resellers and consultants to contribute. For the long term success of the project this support is critically important.

1. Purchase hardware and merchandise from our store (<https://store.pfsense.org>).

2. Become a partner (<https://www.netgate.com/partners/>) to resell Netgate hardware pre-loaded with pfSense software.
3. Development contributions - Dedicate a portion of your internal developers' time to open source development.
4. Help with support and documentation - Assisting users on the forum and mailing list, or contributing documentation changes, aides the overall project.
5. Support subscription - we're glad to help resellers under our support subscription (<https://portal.pfsense.org/index.php/support-subscription>). Having direct access to our team for any questions or deployment assistance helps ensure your success as a reseller.

## Using the pfSense Name and Logo

The "pfSense" name and logo are trademarks of Electric Sheep Fencing, LLC (<http://electricsheepfencing.com/>).

The pfSense software source code is open source and covered by the Apache 2.0 license (<https://pfsense.org/about-pfsense/#legal>). That license only covers the source code and **not** our name and trademarks, which have restricted usage.

We think it is great that people want to promote and support the pfSense project. At the same time, we also need to verify that what is referred to as "pfSense" is a genuine instance of pfSense software and **not** modified in any way.

- The pfSense name and logo **MAY NOT** be used physically on a hardware device.
  - For example: A sticker, badge, etching, or similar rendering of the pfSense name or logo is NOT allowed.
- The pfSense logo **MAY NOT** be used on marketing materials or in other ways without a license, including references on websites.
- The pfSense name **MAY** be used to describe the case that a product is based on a pfSense distribution, but the designated product name may *not* include pfSense or a derivative. Basically stating facts regarding product origin is acceptable. Anything that implies that your product is endorsed by or made by ESF or the pfSense project is *not* allowed.
  - Some examples:
    - "Blahsoft Fireblah based on pfSense software" -- Acceptable
    - "Blahsoft pfSense Firewall" -- NOT Allowed
- You may **ONLY** install an **UNMODIFIED** version of pfSense software and still call it "pfSense software".
  - If the source code has been changed, compiled/rebuilt separately, included extra file installations such as themes or add-on scripts, or any other customizations, it can **not** be called "pfSense software", it must be called something else.
  - Trademark protection aside, this requirement preserves the integrity and reputation of the pfSense project. It also prevents unverified changes that may be questionably implemented from being attributed to pfSense.
- If a pfSense distribution is modified, the resulting software **CANNOT** be called "pfSense" or anything *similar*. The new name must be distinct from pfSense. Trademark law does not allow use of names or trademarks that are confusingly similar to the pfSense Marks. This means, among other things, that you may **not** use a variation of the pfSense Marks, their phonetic equivalents, mimicry, wordplay, or abbreviation with respect to similar or related projects, products, or services (for example, "pfSense Lifestyle," "PFsense Community," "pf-Sense Sensibility," "pfSensor", etc., **all** infringe on ESF's rights).
  - Examples:

- "pfSomething", or "somethingSense" -- INFRINGING references
- "ExampleWall", "FireWidget" -- NON-Infringing references
- The "pfSense" name **MAY NOT** be used in a company name or similar. You **CANNOT** call your company "pfSense Support, Ltd" or "pfSense Experts, LLC", or use it in a domain name or subdomain reference. However, you can state support for pfSense software, offer training for pfSense software, etc.
- **You MUST** ensure there is a distinction between your company name and pfSense or Electric Sheep Fencing, LLC. It is **your** responsibility to be certain no relationship or endorsement is stated or implied between the two companies, unless we have explicitly licensed and agreed to such a statement.

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