

O-RAN.WG2.Non-RT-RIC-ARCH-TS-v01.00

Technical Specification

O-RAN Working Group 2 Non-RT RIC Architecture

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O-RAN ALLIANCE e.V. Buschkauler Weg 27, 53347 Alfter, Germany Register of Associations, Bonn VR 11238 VAT ID DE321720189



Revision History

Date	Revision	Author	Description
2021.04.15	01.00.00	Intel, CMCC, NEC, Nokia, NTT DOCOMO, DT	Blank skeleton
2021.06.10	01.00.01	Intel, CMCC, NEC	The following three CRs are endorsed: INT.AO-2021.04.15-WG2-CR-00012-Non-RT RIC TS introduction-v02.docx INT.AO-2021.04.29-WG2-CR-00013-Non-RT RIC Framework Requirements-v07.docx INT.AO-2021.05.27-WG2-CR-00015-Non-RT RIC Overview- v04.docx
2021.07.08	01.00.02	Intel, CMCC, NEC, Nokia, NTT DOCOMO, TIM, DT, Ericsson, Mavenir	The following five CRs are endorsed: NEC.AO-2021.06.09-WG2-CR-0006- Non-RT RIC Logical functions -v08.docx NOK.AO-2021.07.08-WG2-CR-0019-R1 Services-v3.docx INT-2021.06.24-WG2-CR-00016-Data services-v05.docx NEC.AO-2021.06.28-WG2-CR-0008- Non-RT RIC Architecture -v07.docx CMCC.AO-2021.07.04-WG2-CR-0003-R1 Requirements and reference for A1 interface-v02.docx
2021.07.16	01.00	Intel, CMCC	Addressed editorial comments in the following document: WG2-Non-RT-RIC-ARCH-TS-v01.00.02-review comments-RMI- JIO-INT-NOK.xlsx



Contents

2	Revi	sion History	2
3	1	Introduction	5
4	1.1	Scope	5
5	1.2	References	5
6	1.3	Definitions and Abbreviations	6
7	1.3.1	Definitions	6
8	1.3.2	Abbreviations	6
9	2	Overview	7
10	2.1	Non-RT RIC in O-RAN Overall Architecture	7
11	2.2	Non-RT RIC Composition	7
12	3	Requirements	7
13	3.1	Requirements for the Non-RT RIC Framework	7
14	3.2	Requirements for rApps	9
15	3.3	Requirements for R1	9
16	4	Non-RT RIC Architecture	9
17	5	R1 Service Definitions	10
18	5.1	General Description	10
19	5.2	General Principles	11
20	5.3	Data management and exposure services	11
21	6	Non-RT RIC Function Definitions.	11
22	6.1	General Descriptions	11
23	7	External Interfaces	13
24	7.1	A1 Interface	13
25	7.2	Other Interfaces	13
26	8	Procedures	13
27	Anne	ex ZZZ: O-RAN Adopter License Agreement	14
28	Section	on 1: DEFINITIONS	14
29	Section	on 2: COPYRIGHT LICENSE	14
30	Section	on 3: FRAND LICENSE	15
31	Section	on 4: TERM AND TERMINATION	15

O-RAN.WG2.Non-RT-RIC-ARCH-TS-v01.00



1	Section 5: CONFIDENTIALITY	16
2	Section 6: INDEMNIFICATION	16
3	Section 7: LIMITATIONS ON LIABILITY; NO WARRANTY	16
4	Section 8: ASSIGNMENT	16
5	Section 9: THIRD-PARTY BENEFICIARY RIGHTS	17
6	Section 10: BINDING ON AFFILIATES	17
7	Section 11: GENERAL	17
8		
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1 Introduction

1.1 Scope

- 3 This Technical Specification has been produced by the O-RAN Alliance.
- 4 The contents of the present document are subject to continuing work within O-RAN and may change following formal
- 5 O-RAN approval. Should the O-RAN Alliance modify the contents of the present document, it will be re-released by O-
- 6 RAN with an identifying change of release date and an increase in version number as follows:
- 7 Release xx.yy.zz
- 8 where:

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- 9 xx the first two-digit value is incremented for all changes of substance, i.e. technical enhancements, corrections, updates, etc. (the initial approved document shall have xx=01).
 - yy the second two-digit value is incremented when editorial only changes have been incorporated in the document.
 - zz the third two-digit value is included only in working versions of the document indicating incremental changes during the editing process; externally published documents never have this third two-digit value included.
 - The present document provides the technical specification for the Non-RT RIC (RAN Intelligent Controller)
- 17 architecture. This document collects requirements on the Non-RT RIC framework, hosted applications, and services of
- the R1 interface. This document specifies Non-RT RIC framework functionalities and services exposed to the
- 19 applications.

1.2 References

- The following documents contain provisions which, through reference in this text, constitute provisions of the present document.
 - References are either specific (identified by date of publication, edition number, version number, etc.) or non-specific.
 - For a specific reference, subsequent revisions do not apply.
- For a non-specific reference, the latest version applies. In the case of a reference to a 3GPP document (including a GSM document), a non-specific reference implicitly refers to the latest version of that document *in the same* Release as the present document.
- 29 [1] 3GPP TR 21.905: "Vocabulary for 3GPP Specifications".
- 30 [2] O-RAN.WG1.O-RAN-Architecture-Description, "O-RAN Working Group 1, O-RAN 31 Architecture Description".
- 32 [3] O-RAN.WG2.UCR, "O-RAN Working Group 2; Use Case and Requirements".
- 33 [4] O-RAN.WG2.AIML, "O-RAN Working Group 2; AI/ML workflow and requirements".
- 34 [5] O-RAN.WG2.A1GAP, "O-RAN Working Group 2; A1 interface: General Aspects and Principles".
- 36 [6] O-RAN.WG2.Non-RT-RIC-ARCH-TR, "O-RAN Working Group 2; Non-RT RIC: Functional Architecture".



1	[7]	O-RAN.WG2.A1AP, "O-RAN Working Group 2; A1 interface: Application Protocol".	
2	[8]	O-RAN.WG2.A1TP, "O-RAN Working Group 2; A1 interface: Transport Protocol".	
3	[9]	O-RAN.WG2.A1TD, "O-RAN Working Group 2; A1 interface: Type Definition".	
4	1.3 Defir	nitions and Abbreviations	
5	1.3.1 Definitions		
6 7 8	For the purposes of the present document, the terms and definitions given in 3GPP TR 21.905 [1] and the following apply. A term defined in the present document takes precedence over the definition of the same term, if any, in 3GPP TR 21.905 [1].		
9 10 11	Non-RT RIC (O-RAN Non-Real-Time RAN Intelligent Controller): a logical function within SMO that enables non-real-time control and optimization of RAN elements and resources, AI/ML workflow including model training and updates, and policy-based guidance of applications/features in Near-RT RIC.		
12 13 14	Near-RT RIC (O-RAN Near-Real-Time RAN Intelligent Controller): a logical function that enables near-real-time control and optimization of RAN elements and resources via fine-grained (e.g. UE basis, Cell basis) data collection and actions over E2 interface.		
15 16 17	Functions anchored inside the Non-RT RIC framework : Logical functions in the SMO framework that are part of the Non-RT RIC framework. NOTE: The definition makes no assumption on the mandatory or optional qualifier of the function being anchored.		
18 19 20	Functions anchored outside the Non-RT RIC framework: Logical functions in the SMO framework that are not part of the Non-RT RIC framework. NOTE: The definition makes no assumption on the mandatory or optional qualifier of the function being anchored.		
21 22 23 24	Non-anchored functions: Logical functions in the SMO framework that may or may not be part of the Non-RT RIC framework. NOTE: The definition makes no assumption on the mandatory or optional qualifier of the function being non-anchored.		
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26	1.3.2 Abb	reviations	
27	For the purposes of the present document, the following abbreviations apply.		
28	AI	Artificial Intelligence	
29	EI	Enrichment Information	
30	ML	Machine Learning	
31	Near-RT RIC	Near-real-time RAN Intelligent Controller	
32	Non-RT RIC	Non-real-time RAN Intelligent Controller	
33	RAN	Radio Access Network	
34	SMO	Service Management and Orchestration	
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2 Overview

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2.1 Non-RT RIC in O-RAN Overall Architecture

- Non-Real Time RAN Intelligent Controller (Non-RT RIC) is the functionality internal to the Service Management and Orchestration (SMO) framework in O-RAN overall architecture, as shown in Figure 4.1-2 of [2].
 - Non-RT RIC represents a subset of functionality of the SMO framework.
 - Non-RT RIC supports intelligent RAN operation and optimization.
 - Non-RT RIC logically terminates the A1 interface, and it provides policy-based guidance, enrichment information, and AI/ML model management [FFS] to the Near-RT RICs.
 - Non-RT RIC can access other SMO framework functionalities, for example influencing what is carried across the O1 and O2 interface.

2.2 Non-RT RIC Composition

- 12 Non-RT RIC is comprised of:
 - Non-RT RIC Framework Functionality internal to the SMO Framework that:
 - o Logically terminates the A1 interface to the Near-RT RIC.
 - o Exposes set of R1 services to Non-RT RIC Applications (rApps).
 - Non-RT RIC Applications (rApps) Applications that leverage the functionalities available in the Non-RT RIC Framework / SMO Framework to provide value added services related to RAN operation and optimization. The scope of rApps includes, but is not limited to, radio resource management, data analytics, and providing enrichment information.

3 Requirements

3.1 Requirements for the Non-RT RIC Framework

[REQ-NRTFWK-FUN1]	The Non-RT RIC framework shall support functionality to register services along with their service producers in the Non-RT RIC and SMO.
[REQ-NRTFWK-FUN2]	The Non-RT RIC framework shall support functionality to allow service consumers to discover services.
[REQ-NRTFWK-FUN3]	The Non-RT RIC framework shall support functionality to allow service consumers to subscribe/unsubscribe notifications about newly registered/updated/deregistered services.
[REQ-NRTFWK-FUN4]	The Non-RT RIC framework shall support functionality to notify subscribed service consumers about newly registered/updated/deregistered services.

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	The Non-RT RIC framework shall support functionality to authenticate service consumers.
[REQ-NRTFWK-FUN6]	The Non-RT RIC framework shall support functionality to authorize service consumers to access services.
[REQ-NRTFWK-FUN7]	The Non-RT RIC framework shall support functionality to send messages to and receive messages from the Near-RT RIC via the A1 interface.
	L
[REQ-NRTFWK-FUN8]	The Non-RT RIC framework shall support functionality to allow data consumers (including rApps) to register data types they consume, if such functionality is not supported in the SMO framework.
[REQ-NRTFWK-FUN9]	The Non-RT RIC framework shall support functionality to allow data producers (including rApps) to register data types they produce, if such functionality is not supported in the SMO framework.
[REQ-NRTFWK-FUN10]	The Non-RT RIC framework shall support functionality to allow data consumers (including rApps) to subscribe/request registered data types, if such functionality is nesupported in the SMO framework.
	THE DEPOSIT OF THE CONTROL OF THE CO
[REQ-NRTFWK-FUN11]	The Non-RT RIC framework shall support functionality to train AI/ML models, if such functionality is not supported in the SMO framework.
[REQ-NRTFWK-FUN11]	
	such functionality is not supported in the SMO framework. The Non-RT RIC framework shall support functionality to allow service consumers t store and retrieve trained AI/ML models, if such functionality is not supported in the
[REQ-NRTFWK-FUN12]	such functionality is not supported in the SMO framework. The Non-RT RIC framework shall support functionality to allow service consumers t store and retrieve trained AI/ML models, if such functionality is not supported in the
[REQ-NRTFWK-FUN11] [REQ-NRTFWK-FUN12] [REQ-NRTFWK-FUN13]	such functionality is not supported in the SMO framework. The Non-RT RIC framework shall support functionality to allow service consumers t store and retrieve trained AI/ML models, if such functionality is not supported in the SMO framework The Non-RT RIC framework shall support functionality to monitor the performance for deployed AI/ML models in runtime, if such functionality is not supported in the



[REQ-NRTFWK-FUN15]	The Non-RT RIC framework may support functionality to retrieve trained ML models (and metadata) from external AI/ML service providers.
[REQ-NRTFWK-FUN16]	The Non-RT RIC framework may support functionality to allow external sources to inject RAN intents, suspend/resume/check rApps, and configure/check/initiate/suspend/resume/terminate AI/ML training processes.

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3.2 Requirements for rApps

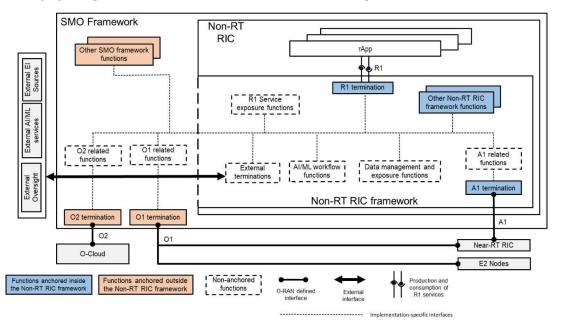
4 Void

3.3 Requirements for R1

O-RAN.WG2.UCR [3] specifies R1 interface functional requirements.

4 Non-RT RIC Architecture

The following figure depicts the reference architecture of the Non-RT RIC as part of the SMO framework.



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Figure 4-1: Non-RT RIC Reference Architecture

- There are three categories of logical functions in Non-RT RIC framework and SMO framework:
 - Functions anchored inside the Non-RT RIC framework, which are indicated in solid blue box in Figure 4-1.
 - Functions anchored outside the Non-RT RIC framework, which are indicated in solid orange box in Figure 4-1.
 - Non-anchored functions, which are indicated in dashed line box in Figure 4-1.
 - The categories are defined in Clause 1.3.1.



- 1 The decomposition of logical functions is not mandatory, and it is up to vendor's implementation.
- 2 NOTE: There might be other SMO framework functions or other Non-RT RIC framework functions which may 3 provide additional services over the R1 interface or provide EI for A1 enrichment information services. It 4 is FFS.
 - NOTE: Other SMO framework functions may be defined by other O-RAN WGs and the potential impacts on Non-RT RIC architecture is FFS.
- 7 NOTE: Whether the A1-related functions are anchored functions or not is FFS.
- 8 The R1 services are a collection of services produced by logical functions in the Non-RT RIC framework / SMO 9 framework or by rApps.
- 10 R1 Service exposure functions include (not limited to): Authorization, Authentication, Registration, Discovery, and 11 Communication support.
- 12 The R1 termination enables the Non-RT RIC framework and rApps to exchange messages to access the R1 services via 13 the R1 interface.
- 14 The implementation-specific interfaces, which are indicated by the dashed line in Figure 4-1, allow the logical functions
- 15 in Non-RT RIC framework/SMO framework to communicate with each other by means outside the scope of the present
- 16 document.

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5 R1 Service Definitions

5.1 General Description

- 19 A service is a set of capabilities related to each other, offered by a service producer to service consumer(s) for 20 consumption. The capabilities within a service typically have a common purpose and can be inter-dependent. In order to
- 21 improve re-usability, the mutual coupling across any two services is usually avoided or minimized. Services are produced
- 22 by service producers and consumed by service consumers through service endpoints (typically APIs). The interoperability 23
 - of service producers and service consumers is ensured by support of the related service endpoints, but it does not depend
- 24 on the decomposition of logical functions. Being a service producer and/or a service consumer is a role of an rApp or of
- a logical function in the SMO or the Non-RT RIC framework (see Clause 0). 25
- 26 The set of R1 services which can be accessed via the R1 interface includes (but is not limited to):
 - Exposure services, which include service registration and service discovery services, authentication services, authorization services and communication support services. The exposure services support extensibility of the set of R1 services.
- 30 Data management and exposure services, which deliver data created or collected by data producers to data 31 consumers according to their needs.
- 32 A1-related services, which provide access to functionality related to A1.
 - AI/ML workflow services, which provide access to AI and ML workflow.
 - O1-related services, which provide access to functionality related to O1.
- 35 O2-related services, which provide access to functionality related to O2.
- 36 NOTE: A part of the services listed above may be used on other O-RAN-defined interfaces as well.



5.2 General Principles

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5.3 Data management and exposure services

- 4 Data management and exposure services provided by the SMO/Non-RT RIC framework enable
- Data registration
- Data discovery
- 7 Data subscription
- Data request
 - Data collection from data producers to the SMO/Non-RT RIC framework
- Data delivery from SMO/Non-RT RIC framework to data consumers
 - Access to optional data processing in the SMO/Non-RT RIC framework.
- Data producers (e.g., rApps) communicate information about the data types that they produce in data registration. Data
- producers can communicate constraints related to the authorization of the data consumers to discover registered data types
- and access produced data. Data producers communicate information about how the data is collected by the SMO/Non-
- 15 RT RIC framework (e.g., collection periodicity, event-trigger conditions, push or pull, etc.)
- Data consumers (e.g., rApps) communicate information about the data types that they want to discover. Data consumers
- 17 subscribe/request data from the SMO/Non-RT RIC framework for consumption with specific data type, periodicity, and
- delivery (or reporting) method, scope, etc. The delivery (or reporting) method contains information about how the
- subscribed/requested data is delivered from the SMO/Non-RT RIC framework (e.g., delivery periodicity, event-trigger
- 20 conditions, push or pull, etc.)
- 21 SMO/Non-RT RIC framework collects data produced by data producers. SMO/Non-RT RIC framework delivers data to
- data consumers for consumption. SMO/Non-RT RIC framework can optionally store collected data. SMO/Non-RT RIC
- 23 framework can optionally process collected and/or stored data (e.g., quantization, normalization, labelling, correlation,
- 24 etc.)

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6 Non-RT RIC Function Definitions

6.1 General Descriptions

- 27 In the Non-RT RIC architecture in Clause 0, R1 services are provided by a collection of logical functions in Non-RT RIC
 - framework/SMO framework or rApps. These logical functions, as defined in Clause 0, include (but are not limited to):
- R1 service exposure functions include (not limited to): Authorization, Authentication, Registration, Discovery, and Communication support.
 - o The service registration and discovery functions produce the following services:
 - Services registration: It allows to register services. It also stores and maintains data about the service.
 - Services deregistration: It allows deregister services and delete the related data.



1 2	 Service discovery: It supports service discovery for a service consumer to find a required service based on its selection criteria.
3 4	 Service notification: Based on the subscription, it notifies its service consumers about the newly registered/updated/deregistered services.
5 6	 Communication support: It enables service consumers and producers to interact with each other
7	More detailed description of related R1 services are in Clause 5.
8 9 10 11 12	The R1 service exposure functions can also allow to register and discover SMO services via service registration and discovery services that are produced by the service registration and discovery functions Examples of service producers include: AI/ML workflow service producer, A1-related service producer, etc. Examples of service consumers are rApps. It is noted that rApps can also be service producers and logical functions can also be service consumers.
13 14 15 16 17	A service producer or an entity acting on its behalf can send a service registration request to the service registration and discovery function to register services. A service consumer can either send a service discovery request to the service registration and discovery function to discover the required services and the endpoints on which they can consume, or send a service request directly if it receives a service notification with the related information on the service and on the endpoints on which it can consumed
18 19	 The authentication and authorisation functions produce the following services and support the following functionalities:
20	 Authentication: It allows the authentication of a service producer and/or a service consumer.
21 22	 Authorisation: includes services to provide authorisation to service consumer that allow it to access particular services, and mechanisms to enforce authorization.
23	More detailed description of the related R1 services are in Clause 5.
24 25	 R1 termination: It enables the Non-RT RIC framework and rApps to exchange messages to access the R1 services via the R1 interface.
26	Data management and exposure functions
27	NOTE: Data management and exposure functions will be defined in further releases of the present document.
28	Al related functions
29	NOTE: A1 related functions will be defined in further releases of the present document.
30	• Al termination
31	NOTE: A1 termination will be defined in further releases of the present document.
32	AI/ML workflow functions
33	NOTE: AI/ML workflow functions will be defined in further releases of the present document.
34	• O1 termination
35	NOTE: O1 termination will be defined in further releases of the present document.
36	O1-related functions
37	NOTE: O1-related functions will be defined in further releases of the present document.

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1	• O2 termination
2	NOTE: O2 termination will be defined in further releases of the present document.
3	O2-related functions
4	NOTE: O2-related functions will be defined in further releases of the present document.
5	• External terminations
6	NOTE: O2 termination will be defined in further releases of the present document.
7	7 External Interfaces
8	7.1 A1 Interface
9	O-RAN.WG2.A1GAP [5] specifies A1 interface general aspects and principles.
10	O-RAN.WG2.A1AP [7] specifies A1 interface application protocols.
11	O-RAN.WG2.A1TP [8] specifies A1 interface transport protocols.
12	O-RAN.WG2.A1TD [9] specifies data model and data types used in the A1 interface.
13	7.2 Other Interfaces
14 15	NOTE: Other external interfaces include external EI interface, external AI/ML interface, interface for external oversight, which are out of scope of the present specification.
16	8 Procedures
17	Void
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1 Specification.

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- 32 4.1 This Agreement shall remain in force, unless early terminated according to this Section 4.
- 4.2 O-RAN Alliance on behalf of its Members, Contributors and Academic Contributors may terminate this Agreement
- 34 if Adopter materially breaches this Agreement and does not cure or is not capable of curing such breach within thirty
- 35 (30) days after being given notice specifying the breach.
- 4.3 Sections 1, 3, 5 11 of this Agreement shall survive any termination of this Agreement. Under surviving Section 3,
- 37 after termination of this Agreement, Adopter will continue to grant licenses (a) to entities who become Adopters after
- the date of termination; and (b) for future versions of O-RAN Specifications that are backwards compatible with the
- yersion that was current as of the date of termination.



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Section 5: CONFIDENTIALITY

- 2 Adopter will use the same care and discretion to avoid disclosure, publication, and dissemination of O-RAN
- 3 Specifications to third parties, as Adopter employs with its own confidential information, but no less than reasonable
- 4 care. Any disclosure by Adopter to its Affiliates, contractors and consultants should be subject to an obligation of
- 5 confidentiality at least as restrictive as those contained in this Section. The foregoing obligation shall not apply to any
- 6 information which is: (1) rightfully known by Adopter without any limitation on use or disclosure prior to disclosure;
- 7 (2) publicly available through no fault of Adopter; (3) rightfully received without a duty of confidentiality; (4) disclosed
- 8 by O-RAN Alliance or a Member, Contributor or Academic Contributor to a third party without a duty of
- 9 confidentiality on such third party; (5) independently developed by Adopter; (6) disclosed pursuant to the order of a
- 10 court or other authorized governmental body, or as required by law, provided that Adopter provides reasonable prior
- 11 written notice to O-RAN Alliance, and cooperates with O-RAN Alliance and/or the applicable Member, Contributor or
- 12 Academic Contributor to have the opportunity to oppose any such order; or (7) disclosed by Adopter with O-RAN
- 13 Alliance's prior written approval.

Section 6: INDEMNIFICATION

- 15 Adopter shall indemnify, defend, and hold harmless the O-RAN Alliance, its Members, Contributors or Academic
- 16 Contributors, and their employees, and agents and their respective successors, heirs and assigns (the "Indemnitees"),
- against any liability, damage, loss, or expense (including reasonable attorneys' fees and expenses) incurred by or
- imposed upon any of the Indemnitees in connection with any claims, suits, investigations, actions, demands or
- 19 judgments arising out of Adopter's use of the licensed O-RAN Specifications or Adopter's commercialization of
- 20 products that comply with O-RAN Specifications.

Section 7: LIMITATIONS ON LIABILITY; NO WARRANTY

- 22 EXCEPT FOR BREACH OF CONFIDENTIALITY, ADOPTER'S BREACH OF SECTION 3, AND ADOPTER'S
- 23 INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER
- 24 PARTY OR THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL
- 25 DAMAGES RESULTING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT,
- 26 IN EACH CASE WHETHER UNDER CONTRACT, TORT, WARRANTY, OR OTHERWISE, AND WHETHER OR
- 27 NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. O-RAN
- 28 SPECIFICATIONS ARE PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER,
- 29 WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE O-RAN ALLIANCE AND THE
- 30 MEMBERS, CONTRIBUTORS OR ACADEMIC CONTRIBUTORS EXPRESSLY DISCLAIM ANY WARRANTY
- 31 OR CONDITION OF MERCHANTABILITY, SECURITY, SATISFACTORY QUALITY, NONINFRINGEMENT,
- 32 FITNESS FOR ANY PARTICULAR PURPOSE, ERROR-FREE OPERATION, OR ANY WARRANTY OR
- 33 CONDITION FOR O-RAN SPECIFICATIONS.

Section 8: ASSIGNMENT

- 35 Adopter may not assign the Agreement or any of its rights or obligations under this Agreement or make any grants or
- 36 other sublicenses to this Agreement, except as expressly authorized hereunder, without having first received the prior,
- 37 written consent of the O-RAN Alliance, which consent may be withheld in O-RAN Alliance's sole discretion. O-RAN
- 38 Alliance may freely assign this Agreement.



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Section 9: THIRD-PARTY BENEFICIARY RIGHTS

- 2 Adopter acknowledges and agrees that Members, Contributors and Academic Contributors (including future Members,
- 3 Contributors and Academic Contributors) are entitled to rights as a third-party beneficiary under this Agreement,
- 4 including as licensees under Section 3.

Section 10: BINDING ON AFFILIATES

- 6 Execution of this Agreement by Adopter in its capacity as a legal entity or association constitutes that legal entity's or
- 7 association's agreement that its Affiliates are likewise bound to the obligations that are applicable to Adopter hereunder
- and are also entitled to the benefits of the rights of Adopter hereunder.

Section 11: GENERAL

- This Agreement is governed by the laws of Germany without regard to its conflict or choice of law provisions.
- This Agreement constitutes the entire agreement between the parties as to its express subject matter and expressly
- 12 supersedes and replaces any prior or contemporaneous agreements between the parties, whether written or oral, relating
- to the subject matter of this Agreement.
- Adopter, on behalf of itself and its Affiliates, agrees to comply at all times with all applicable laws, rules and
- 15 regulations with respect to its and its Affiliates' performance under this Agreement, including without limitation, export
- 16 control and antitrust laws. Without limiting the generality of the foregoing, Adopter acknowledges that this Agreement
- 17 prohibits any communication that would violate the antitrust laws.
- By execution hereof, no form of any partnership, joint venture or other special relationship is created between Adopter,
- 19 or O-RAN Alliance or its Members, Contributors or Academic Contributors. Except as expressly set forth in this
- Agreement, no party is authorized to make any commitment on behalf of Adopter, or O-RAN Alliance or its Members,
- 21 Contributors or Academic Contributors.
- 22 In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null,
- void or otherwise ineffective or invalid by a court of competent jurisdiction, (i) such provisions will be deemed stricken
- from the contract, and (ii) the remaining terms, provisions, covenants and restrictions of this Agreement will remain in
- 25 full force and effect.
- Any failure by a party or third party beneficiary to insist upon or enforce performance by another party of any of the
- 27 provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law shall not
- 28 be construed as a waiver or relinquishment to any extent of the other parties' or third party beneficiary's right to assert
- 29 or rely upon any such provision, right or remedy in that or any other instance; rather the same shall be and remain in full
- 30 force and effect.