



IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

This KEYSIGHT IXNETWORK SOFTWARE END USER LICENSE AGREEMENT (this "Agreement") is a legal agreement between you (a business entity and not an individual) ("Licensee") and Keysight Technologies, Inc. ("Keysight") for Keysight's Ixia branded software product(s) identified in the related Keysight invoice or in connection with which this Agreement appears, including all associated media (collectively, the "SOFTWARE," as further defined below). By checking and/or clicking the "I Accept" or similar box or button at the beginning of the SOFTWARE download and/or installation process, and/or by installing the SOFTWARE or having the SOFTWARE installed (for example, and not by way of limitation, by permitting Keysight to install the SOFTWARE on hardware owned, controlled, or operated by Licensee), and/or by using the SOFTWARE or a program containing the SOFTWARE, and/or by downloading the SOFTWARE and/or by activating the SOFTWARE with any associated license key, as applicable, you are binding the business entity that you represent (i.e., Licensee) to the terms and conditions of this Agreement.

If Licensee does not agree to be bound by the terms of this Agreement, Licensee may not use the SOFTWARE in any way, and Licensee (either itself or through any of its employees) must not check and/or click any "I Accept" or similar box or button associated with this Agreement during the SOFTWARE installation, activation, and/or download process, as applicable, and must promptly return the SOFTWARE (including, without limitation, any software media), unused, to Keysight.

1. KEYSIGHT PRODUCT

The Keysight product may contain any combination of the following six categories of software:

- (a) "Server Software" is software that is intended for use on a server in conjunction with use of Client Software.
- (b) "Client Software" is software that is intended for use on a computer workstation, and that allows an end user to access and utilize the services of Server Software.
- (c) "Console Software" refers to that portion of the IxChariot Software that is intended for use on a computer workstation, and that allows an end user to control Endpoint Software. For the avoidance of doubt, in no event shall Console Software be deemed to be Server Software or Client Software.
- (d) "Endpoint Software" refers to the Performance Endpoint Software and/or the Qcheck Software.
- (e) "License Management Software" is software that provides certain software license management services on a computer server.
- (f) "GPL Software" consists of open source software as selected by Keysight for inclusion in the Keysight product. GPL Software is not owned by Keysight. Notwithstanding anything in this Agreement to the contrary, GPL Software is distributed by Keysight to Licensee for Licensee's use solely under the terms of the GNU General Public License, Version 2, June 1991, a copy of which accompanies this Agreement. The GNU General Public License governs the GPL Software and the copying, distribution, and modification of the GPL Software. GPL Software source code is available upon request, consistent with the requirements of the GNU General Public License.

2. GRANT OF LICENSE

Subject to the terms, conditions, and restrictions in this Agreement, Keysight grants to Licensee a non-exclusive, non-transferable, and non-sublicensable license to (i) install and use the Server Software, the Client Software, the Console Software, the Endpoint Software and/or the License Management Software (collectively, and together with any copies thereof made in accordance with this Agreement, the "SOFTWARE") for which Licensee has paid or will pay to Keysight any required license fees, in object code form only, and (ii) use the provided end user documentation, whether printed or electronic (together with any copies thereof made in accordance with this Agreement, the "Documentation"), in support of Licensee's use of the SOFTWARE. The license(s) granted above are subject to the following terms and conditions, as well as all other terms and conditions in this Agreement and in the applicable Keysight invoice:

- (a) Server Software. Any Server Software included in the SOFTWARE may be installed and/or used only on a hardware product for which such Server Software is designated.



IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

- (b) Client Software. Except as otherwise provided in the applicable Keysight invoice, any Client Software included in the SOFTWARE may be installed and/or used on an unlimited number of computer workstations. Such use is subject to any further restrictions in the applicable Keysight invoice, including but not limited to any restrictions limiting the number of Client Software copies that can concurrently access and utilize the services of a particular copy of Server Software.
- (c) Console Software. Except as otherwise provided below, any Console Software included in the SOFTWARE may be installed and/or used only on the number of designated computer workstations corresponding with the total number of licenses specified in the applicable Keysight invoice. Notwithstanding the foregoing, if Licensee has purchased one or more "floating licenses" for the IxChariot Software, then Licensee may install the corresponding Console Software on an unlimited number of computer workstations, but may only use concurrently the number of copies of such Console Software that is equal to the number of such "floating licenses" purchased by Licensee. Licensee's use of Console Software is subject to any further restrictions in the applicable Keysight invoice, including but not limited to any restrictions limiting the number of simultaneous tests that may be run with such Console Software.
- (d) Endpoint Software. Notwithstanding anything in this Agreement to the contrary, Licensee may install and use the Endpoint Software on an unlimited number of computers and may make an unlimited number of copies of such SOFTWARE for backup and archival purposes.
- (e) License Management Software. Any License Management Software included in the SOFTWARE may be installed and/or used only on the number of designated servers corresponding with the total number of licenses specified in the applicable Keysight invoice.
- (f) Updates and Releases. To the extent that, under the Keysight Limited Warranty or any Keysight Extended Warranty, Keysight provides Licensee with any revised, modified, or replacement SOFTWARE, or additional or supplemental SOFTWARE, or any updates, releases, error correction, or bug fixes related to the SOFTWARE, the same shall become part of the "SOFTWARE" licensed hereunder when delivered to Licensee and shall be subject to all of the terms and conditions contained herein. With respect to any technical information Licensee provides to Keysight in connection with the license(s) granted to Licensee hereunder, Keysight may use such information for any purpose without restriction, including, without limitation, for product support and development. Keysight will not use such technical information in a form that identifies Licensee.
- (g) Media; License Keys. Licensee may receive the SOFTWARE in more than one medium, or Licensee may receive copies of the SOFTWARE that are compatible with operating systems not specified on the applicable Keysight invoice. Regardless, Licensee may use the SOFTWARE only as expressly permitted in this Agreement. Licensee acknowledges and agrees that installation and/or use of certain SOFTWARE may be subject to activation by license key.
- (h) Copies. Except as is otherwise expressly provided in this Agreement, Licensee may make only one copy of the SOFTWARE, and may use that copy only for backup and archival purposes. Licensee may copy the Documentation to the limited extent reasonably necessary to facilitate Licensee's use of the SOFTWARE in accordance with this Agreement.
- (i) Reservation of Rights. Keysight reserves all rights not expressly granted herein.

3. TITLE; COPYRIGHT; PATENTS; NO SALE

- (a) Ownership. Certain of the SOFTWARE contains or is based upon software and/or other materials licensed to Keysight by third party licensors (e.g., Cisco Systems, Inc.). Licensee acknowledges and agrees that the SOFTWARE (including but not limited to any proprietary protocols implemented therein) constitutes valuable trade secrets of Keysight, its affiliates, and/or its licensors (as applicable). Licensee further acknowledges and agrees that Keysight, its affiliates, and/or its licensors (as applicable) own all right, title, and interest in and to the SOFTWARE (including, without limitation, any all copies, extracts, and associated media thereof, all concepts, logic, protocols, and specifications related thereto, and all images, "applets," photographs, animations, video, audio, and/or text incorporated therein), as well as all patents, trademarks, trade names, inventions, copyrights, know-how, trade secrets, and other intellectual and industrial property rights, and any related applications or extensions, relating to the design, manufacture, operation, or service of the SOFTWARE.
- (b) Copyright; Copies. Licensee acknowledges and agrees that the SOFTWARE is protected by United States copyright laws and international treaty provisions. Licensee must treat the SOFTWARE like any other copyrighted material except as otherwise provided herein with



IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

respect to making copies of the SOFTWARE.

(c) Licensed Not Sold. Licensee acknowledges and agrees that the SOFTWARE has been licensed to Licensee pursuant to the terms and conditions of this Agreement and that the SOFTWARE has not been sold to Licensee.

(d) PESQ; PAMS/PESQ; PAMS/PESQ/PSQM+; PAMS/PSQM. Licensee acknowledges that any PESQ, PAMS/PESQ, or PAMS/PESQ/PSQM+ software included in the SOFTWARE is protected by copyright and by UK, European, U.S., and other patents and is provided under licenses from Psytechnics Limited and Malden Electronics Limited. Licensee also acknowledges that any PAMS/PSQM software included in the SOFTWARE was developed by KPN Research, the Netherlands, and is used by permission under license from OPTICOM Dilp.-Ing. M. Keyhl GmbH, Erlangen, Germany.

4. RESTRICTIONS AND LIMITATIONS

(a) General Use Restrictions. Licensee shall not use, copy, merge, or transfer copies of the SOFTWARE or the Documentation except as may be expressly and specifically authorized in this Agreement. Licensee shall not knowingly take any action that would cause the SOFTWARE to be placed in the public domain.

(b) No Reverse Engineering; No Modification. Licensee may not, under any circumstances, reverse engineer, decompile, disassemble, or otherwise attempt to discover, reconstruct, or identify the source code for the SOFTWARE or any user interface techniques, algorithms, logic, protocols, or specifications included, incorporated, or implemented therein. Furthermore, Licensee may not, under any circumstances and except as expressly authorized by Keysight in the Documentation, modify, port, translate, or create derivative works of the SOFTWARE.

(c) Rental; Leasing. Licensee may not, and agrees that it will not, transfer, assign, rent, lease, lend, resell, or in any way distribute or transfer any rights in this Agreement or the SOFTWARE to third parties, including by operation of law, without Keysight's prior written approval and subject to written agreement by the recipient to the terms of this Agreement.

(d) Export Restrictions; Compliance with Laws. Licensee agrees that Licensee will not, directly or indirectly, export or transmit the SOFTWARE to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce or such other governmental entity as may have jurisdiction over such export or transmission. Licensee agrees to comply with and conform to all applicable laws, regulations, ordinances, and executive orders relating to Licensee's use of the SOFTWARE.

5. USE AUDIT

Keysight shall have the right, upon reasonable notice, to conduct and/or have an independent accounting firm to conduct, during normal business hours on Licensee's premises under Licensee's reasonable supervision, an audit to verify Licensee's compliance with the terms of this Agreement.

6. TERM AND TERMINATION

(a) General. Except as provided below with respect to evaluation and limited term licenses, this Agreement and the license(s) granted herein will remain effective until terminated. Licensee may terminate this Agreement and the license(s) granted herein by ceasing all use of the SOFTWARE and any related Documentation, and returning all copies of the SOFTWARE and the related Documentation to Keysight. The license(s) granted to Licensee under this Agreement will automatically terminate if Licensee fails to comply with any term or condition of this Agreement.

(b) Evaluation and Term Licenses. If SOFTWARE has been licensed to Licensee for evaluation purposes, this Agreement will be effective only until the end of the designated evaluation period. If

IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

SOFTWARE has been licensed to Licensee for a limited term as specified in the applicable invoice or otherwise, then this Agreement will be effective only until the end of such term. SOFTWARE that is subject to any evaluation or limited term license may contain code that can disable most or all of the features of such SOFTWARE upon expiration of such evaluation or limited term license, and unless Licensee has paid to Keysight the applicable license fee for any additional licenses, Licensee shall have no rights to use the SOFTWARE or the Documentation upon expiration of any such license.

(c) Licensee Obligations Upon Termination or Expiration. Licensee agrees, upon any termination or expiration of this Agreement, to cease use of, and to destroy or return to Keysight, all copies of the SOFTWARE and any related Documentation.

7. LIMITED WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY

(a) DISCLAIMER OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN KEYSIGHT'S LIMITED WARRANTY OR ANY KEYSIGHT EXTENDED WARRANTY, THE SOFTWARE IS PROVIDED "AS IS", AND KEYSIGHT AND ITS SUPPLIERS AND LICENSORS DO NOT MAKE AND SPECIFICALLY DISCLAIM, ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE SOFTWARE AND/OR USE OF THE SOFTWARE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE SOFTWARE (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) GPL Software. Licensee acknowledges that the GPL Software is third-party software that has not been manufactured, tested, or otherwise approved by Keysight. THE GPL SOFTWARE IS PROVIDED "AS IS," AND KEYSIGHT DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES OF EVERY KIND RELATING TO THE GPL SOFTWARE AND/OR USE OF THE GPL SOFTWARE (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE GPL SOFTWARE (OR ANY ELEMENTS THEREOF) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE. Nothing in this Agreement shall obligate Keysight to provide any support for the GPL Software.

(c) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KEYSIGHT OR ITS LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM LOSS OF PROFITS, REVENUE, DATA, OR USE, OR FROM INTERRUPTED COMMUNICATIONS OR DAMAGED DATA, OR FROM ANY DEFECT OR ERROR, OR IN CONNECTION WITH LICENSEE'S ACQUISITION OF SUBSTITUTE GOODS OR SERVICES OR MALFUNCTION OF THE KEYSIGHT PRODUCT, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY, EVEN IF KEYSIGHT OR ANY OF ITS LICENSORS OR ANY OTHER PERSON HAS BEEN ADVISED OR SHOULD KNOW OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY REMEDY TO ACHIEVE ITS INTENDED PURPOSE. THE AGGREGATE LIABILITY OF KEYSIGHT AND ITS LICENSORS UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY LICENSEE FOR THE KEYSIGHT PRODUCT.

(d) KEYSIGHT LIMITED AND EXTENDED WARRANTIES. THE SOFTWARE IS LICENSED HEREUNDER SUBJECT TO ALL OF THE "OTHER LIMITATIONS" SET FORTH IN KEYSIGHT'S LIMITED WARRANTY AND ANY KEYSIGHT EXTENDED WARRANTY PURCHASED BY LICENSEE. IN THE CASE OF ANY CONFLICT BETWEEN A LIMITATION OF LIABILITY IN SUCH "OTHER LIMITATIONS" AND THE LIMITATION OF LIABILITY IN THIS AGREEMENT, THE LIMITATION OF LIABILITY THAT IS MORE RESTRICTIVE WILL PREVAIL.

(e) Responsibilities of Licensee. As a licensee of the SOFTWARE, Licensee is solely responsible for the proper installation and operation of the SOFTWARE in accordance with the instructions and specifications set forth in the Documentation. Keysight shall have no responsibility or liability to Licensee, under Keysight's Limited Warranty or otherwise, for improper installation or operation of the SOFTWARE. Any output or execution errors resulting from improper installation or operation of the SOFTWARE shall not be deemed "defects" for purposes of Keysight's Limited Warranty.

8. INDEMNITY



IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

Licensee hereby agrees to indemnify, protect, defend, and hold Keysight harmless from and against any and all claims, losses, and damages, including without limitation, reasonable attorneys' and experts' fees and disbursements, (a) which may at any time be asserted against Keysight by any party for Licensee's failure to perform any of the covenants, agreements, terms, provisions, or conditions contained in this Agreement, (b) by any party by reason of Licensee's use or misuse of the Keysight product, or (c) resulting from any failure by Licensee to comply with any term, condition, or restriction in this Agreement.

9. NON-DISCLOSURE

Licensee shall take all reasonable steps necessary to ensure that the SOFTWARE, the Documentation, and any related Keysight information, or any portion thereof, is not made available or disclosed by Licensee (or by any of its employees, representatives, or agents) to any person other than as may be necessary to Licensee's employees, representatives, and agents to use the same as expressly permitted herein. Licensee agrees that all of its employees, representatives, and agents having access to the SOFTWARE and/or the Documentation shall observe and perform the terms of this Section.

10. USAGE DATA COLLECTION

(a) The SOFTWARE contains a data feed that provides usage data to Keysight. Keysight may use the data on an anonymous basis to troubleshoot and improve the user experience. Licensee consents to Keysight's collection and use of such data, and Licensee acknowledges that the data feed is "on" by default. If Licensee would like to stop the transmission of such data, Licensee must turn the data feed "off" in the user settings.

(b) Keysight collects information about Licensee and Licensee's use of this SOFTWARE license/service. Please review Keysight's Privacy Policy at <https://www.keysight.com> to understand the type of information that Keysight collects, how Keysight uses it, and to whom Keysight shares it.

11. U.S. GOVERNMENT RESTRICTED RIGHTS

(a) Commercial Software. The SOFTWARE and its accompanying Documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, for purposes of Federal Acquisition Regulations ("FAR") 12.212 and the Defense FAR Supplement ("DFARS") 227.7202-1, 227.7202-3, and 227.7202-4, and the restrictions set forth in such regulations, and this Agreement shall be deemed to be the license described in such regulations. Any use, modification, reproduction, release, performance, display, or disclosure of the SOFTWARE or its accompanying Documentation by any agency, department, or entity of the United States Government (the "Government") shall be governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement. The SOFTWARE and its accompanying Documentation are also deemed to be "restricted computer software" for purposes of FAR 52.227-14(g)(3) (*Alternate III (June 1987)*) and FAR 52.227-19, which clauses are incorporated herein by reference subject to the express restrictions and prohibitions set forth above.

(b) Certain Technical Data. Any technical data provided that is not covered by the above provisions is deemed to be "technical information related to commercial computer software or commercial computer software documentation" for purposes of FAR 12.212 and the restrictions set forth therein, and is deemed to be "technical data or information related or pertaining to commercial items or processes" developed at private expense for purposes of DFARS 227.7102-1 and 227.7102-2 and the restrictions set forth therein, and this Agreement shall be deemed to be the license described in such regulations. Any use, modification, reproduction, release, performance, display, or disclosure of such technical data by the Government shall be governed solely by the terms of this Agreement and is prohibited except to the extent expressly permitted by the terms of this Agreement. Such technical data is also deemed to be "limited rights data" as defined in FAR 52.227-14(a) (*Alternate I (June 1987)*) and for purposes of FAR 52.227-14(g)(2) (*Alternate II (June 1987)*), which clauses are incorporated herein by reference subject to the express restrictions and prohibitions set forth above. Such technical data shall also be deemed to be "technical data" for purposes of DFARS 252.227-7015, which clause is incorporated herein by reference subject to the express restrictions and prohibitions set forth above.

(c) Third Party Acceptance of Restrictions. Licensee shall not provide the SOFTWARE, its accompanying Documentation, or the technical data to any party, including the Government, unless such third party accepts the same restrictions as are set forth in this Section 11. Licensee is responsible for ensuring that the proper notice is given to all such third parties and that the SOFTWARE, its accompanying



IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

Documentation, and the technical data are properly marked with the required legends. Nothing in this Section 11(c) shall be deemed to modify the restrictions on transfer or disclosure set forth elsewhere in this Agreement.

12. GOVERNING LAW; ENFORCEMENT

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by the laws of the State of California, without reference to conflicts of laws principles; provided, however, that if this product was acquired outside the United States, then certain local laws may apply. IN ADDITION, THIS AGREEMENT WILL NOT BE GOVERNED OR INTERPRETED IN ANY WAY BY REFERRING TO ANY LAW BASED ON THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), EVEN IF THAT LAW HAS BEEN ADOPTED IN CALIFORNIA, AND THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS HEREBY EXCLUDED.

(b) Equitable Relief. Licensee acknowledges that any actual or threatened breach of the provisions of this Agreement will constitute immediate, irreparable harm to Keysight and its licensors (as applicable) for which monetary damages would be an inadequate remedy; that injunctive relief is an appropriate remedy for any such breach or threatened breach; and that, in such event, Keysight (and/or its licensors, as applicable) will be entitled to immediate injunctive relief without the requirement of posting bond.

13. INVALIDITY OF PROVISIONS

If any provision in this Agreement is invalid or unenforceable, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability and all other provisions of this Agreement shall remain in effect.

14. MISCELLANEOUS

(a) This Agreement and Keysight's Limited Warranty and any Keysight Extended Warranty purchased by Licensee set forth the entire agreement between Keysight and Licensee with respect to the SOFTWARE and Licensee's use thereof. No provision of this Agreement or of Keysight's Limited Warranty or any Keysight Extended Warranty may be waived, modified, or superseded except by a written instrument signed by each of Keysight and Licensee. Both parties hereby acknowledge and agree that any and all licensors of Keysight (and any and all licensors of Keysight's licensors) shall be direct and intended third party beneficiaries of this Agreement (including, without limitation, the provisions regarding intellectual property ownership, and the disclaimers of warranties and limitations on liability, as set forth herein), with the right to directly enforce same. No failure or delay in exercising any right or remedy shall operate as a waiver of any such (or any other) right or remedy. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against either party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term or conditions hereof. This Agreement shall bind and inure to the benefit of the parties and their successors and permitted assigns. Both parties are acting as independent contractors with respect to the activities hereunder. In the event of any legal proceeding between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief awarded or granted, its costs and expenses (including but not limited to reasonable attorneys' and expert witness' fees) incurred in any such proceeding.

Attachment: Copy of the GNU General Public License GNU GENERAL

PUBLIC LICENSE

Version 2, June 1991

Copyright (C) 1989, 1991 Free Software Foundation, Inc. 59 Temple Place, Suite
330, Boston, MA 02111-1307 USA

Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed. Preamble

The licenses for most software are designed to take away your freedom to share and change it. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change free software--to make sure the software is free for all its users. This General Public License applies to most of the Free Software Foundation's software and to any other program whose authors commit to using it. (Some other Free Software Foundation software is covered by the GNU Library General Public License instead.) You can apply it to your programs,

IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

too. When we speak of free software, we are referring to freedom, not price. Our General Public Licenses are designed to make sure that you have the freedom to distribute copies of free software (and charge for this service if you wish), that you receive source code or can get it if you want it, that you can change the software or use pieces of it in new free programs; and that you know you can do these things.

To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

GNU GENERAL PUBLIC LICENSE TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

This License applies to any program or other work which contains a notice placed by the copyright holder saying it may be distributed under the terms of this General Public License. The "Program", below, refers to any such program or work, and a "work based on the Program" means either the Program or any derivative work under copyright law: that is to say, a work containing the Program or a portion of it, either verbatim or with modifications and/or translated into another language. (Hereinafter, translation is included without limitation in the term "modification".) Each licensee is addressed as "you".

Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

- a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.
- b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program, and can be reasonably considered independent and separate works in themselves, then this License, and its terms, do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole, and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

- a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,
- c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have received copies, or rights, from you under this License will not have their licenses terminated so long as such parties remain in full compliance.

5. You are not required to accept this License, since you have not signed it. However, nothing else grants you permission to modify or distribute the Program or its derivative works. These actions are prohibited by law if you do not accept this License. Therefore, by modifying or distributing the Program (or any work based on the Program), you indicate your acceptance of this License to do so, and all its terms and conditions for copying, distributing or modifying the Program or works based on it.

IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns. Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NOWARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR



IXNETWORK SOFTWARE END USER LICENSE AGREEMENT

INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

END OF TERMS AND CONDITIONS

How to Apply These Terms to Your New Programs

If you develop a new program, and you want it to be of the greatest possible use to the public, the best way to achieve this is to make it free software which everyone can redistribute and change under these terms.

To do so, attach the following notices to the program. It is safest to attach them to the start of each source file to most effectively convey the exclusion of warranty; and each file should have at least the "copyright" line and a pointer to where the full notice is found.

<one line to give the program's name and a brief idea of what it does.> Copyright (C) <year>
<name of author>

This program is free software; you can redistribute it and/or modify it under the terms of the GNU General Public License as published by the Free Software Foundation; either version 2 of the License, or (at your option) any later version.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU General Public License for more details.

You should have received a copy of the GNU General Public License along with this program; if not, write to the Free Software Foundation, Inc., 59 Temple Place, Suite 330, Boston, MA 02111-1307 USA

Also add information on how to contact you by electronic and paper mail.

If the program is interactive, make it output a short notice like this when it starts in an interactive mode: Gnomovision version 69, Copyright

(C) year name of author
Gnomovision comes with ABSOLUTELY NO WARRANTY; for details type `show w`.

This is free software, and you are welcome to redistribute it under certain conditions; type `show c` for details.

The hypothetical commands `show w` and `show c` should show the appropriate parts of the General Public License. Of course, the commands you use may be called something other than `show w` and `show c`; they could even be mouse-clicks or menu items--whatever suits your program.

You should also get your employer (if you work as a programmer) or your school, if any, to sign a "copyright disclaimer" for the program, if necessary. Here is a sample; alter the names:

Yoyodyne, Inc., hereby disclaims all copyright interest in the program 'Gnomovision' (which makes passes at compilers) written by James Hacker.

<signature of Ty Coon>, 1 April 1989 Ty Coon,
President of Vice

This General Public License does not permit incorporating your program into proprietary programs. If your program is a subroutine library, you may consider it more useful to permit linking proprietary applications with the library. If this is what you want to do, use the GNU Library General Public License instead of this License.