

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

IMPORTANT — READ CAREFULLY

This Test Conductor End User Software License Agreement (this “EULA”) is a legal agreement between you, the entity that has agreed to pay for the rights granted herein (“Licensee”), and Keysight Technologies, Inc., a Delaware corporation (“Keysight”). This EULA governs Licensee’s possession and use of the Software and the Documentation (each as defined below).

BY CHECKING AND/OR CLICKING “I ACCEPT” OR A SIMILAR BOX OR BUTTON ASSOCIATED WITH THIS EULA AT THE BEGINNING OF THE SOFTWARE DOWNLOAD, INSTALLATION, OR ACTIVATION PROCESS, BY INSTALLING ANY OF THE SOFTWARE, BY ACTIVATING ANY OF THE SOFTWARE WITH ANY ASSOCIATED LICENSE KEY, OR BY USING ANY OF THE SOFTWARE, LICENSEE AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS EULA. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS EULA, LICENSEE MUST NOT INSTALL, ACTIVATE, OR USE ANY OF THE SOFTWARE IN ANY WAY, AND LICENSEE MUST NOT CHECK AND/OR CLICK “I ACCEPT” OR ANY SIMILAR BOX OR BUTTON ASSOCIATED WITH THIS EULA DURING THE SOFTWARE DOWNLOAD, INSTALLATION, OR ACTIVATION PROCESS. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS AND CONDITIONS IN THIS EULA, LICENSEE MAY RETURN THE UNUSED SOFTWARE FOR A FULL REFUND, PROVIDED THAT LICENSEE’S RIGHT TO RETURN THE UNUSED SOFTWARE FOR A FULL REFUND EXPIRES THIRTY (30) DAYS AFTER PURCHASE OF THE SOFTWARE FROM KEYSIGHT OR A KEYSIGHT AUTHORIZED RESELLER OR DISTRIBUTOR, AND APPLIES ONLY IF LICENSEE IS THE ORIGINAL END USER PURCHASER.

1. DEFINITIONS. As used herein, the following terms shall have the following meanings:

1.1. “Client Machine Software” refers to that portion of the Keysight Software that is used on computer(s) hosting certain other Keysight Ixia branded software applications, that is separate from the Server Software, and that allows the Server Software to interact with such other Keysight Ixia branded software applications.

1.2. “Console Software” refers to that portion of the Keysight Software that is separate from the Server Software and that allows end users to access and utilize the Server Software.

1.3. “Documentation” refers to any and all end user documentation provided by Keysight in connection with the Software, and all Updates thereto.

1.4. “Keysight Software” refers to all portions and components of the Software other than the LGPL Software.

1.5. “LGPL Agreement” refers to that certain GNU Lesser General Public License, Version 3, June 29, 2007, a copy of which is contained in Attachment A attached hereto. In accordance with the LGPL Agreement, Attachment A also contains a copy of the GNU General Public License, Version 3, June 29, 2007.

1.6. “LGPL Software” refers to the NHibernate software, the Jabber-Net software, and the Zedgraph software that is provided to Licensee with the Keysight Software, as well as all Updates to such software.

1.7. “License Management Software” refers to that portion of the Keysight Software that provides license key management services.

1.8. “Server Software” refers to that portion of the Keysight Software that is used to manage tests performed by certain other Keysight Ixia branded software applications, and that is used to store information relating to those tests.

1.9. “Software” refers to the Test Conductor software that accompanies this EULA, all copies thereof, all media associated therewith, and all Updates thereto. For the avoidance of doubt, the term “Software” includes both Keysight Software and LGPL Software.

1.10. “Updates” refers to any and all updates, upgrades, new releases, modifications, and/or supplements that may be provided by Keysight from time to time.

1.11. “Warranty Agreement” refers to the Keysight Limited Warranty and Technical Support Services Agreement that is in effect when the Software is first shipped to Licensee, a copy of which is available at http://www.ixiacom.com/support/terms_and_conditions. The Warranty Agreement is incorporated herein by reference and by this reference.

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

2. LICENSE GRANTS.

2.1. Keysight Software. Subject to all terms and conditions in this EULA, Keysight hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicenseable license to:

(a) install and use one copy of the Server Software and one copy of the License Management Software, only in object code form, on each Licensee computer for which Licensee has purchased a Server Software license;

(b) install and use the Console Software and the Client Machine Software, only in object code form, on an unlimited number of Licensee computers, *provided that*:

(i) Licensee may not use the Console Software concurrently on more than the number of computers for which Licensee has purchased Console Software licenses (with no more than one user at a time per such computer), and

(ii) in addition to the limitations in Section 2(b)(i) above, no more than six Console Software users may concurrently access the Server Software running on a particular computer (specifically, only one Console Software user can access that Server Software from the computer on which that Server Software resides, and no more than five Console Software users can concurrently access that Server Software from remote, networked computers); and

(c) make one copy of the Keysight Software and use that copy only for backup and archival purposes.

2.2. Documentation. Subject to all terms and conditions in this EULA, Keysight hereby grants to Licensee a limited, revocable, non-exclusive, non-transferable, non-sublicenseable license to copy and use the Documentation to the limited extent reasonably necessary to support Licensee's permissible use of the Software.

2.3. LGPL Software. Notwithstanding anything in this EULA to the contrary, the LGPL Software is provided to Licensee solely pursuant to the terms and conditions of the LGPL Agreement. Pursuant to Section 4 of the LGPL Agreement, and notwithstanding anything in this EULA to the contrary, Licensee is permitted to: (a) modify the LGPL Software and (b) reverse engineer the Keysight Software only to the limited extent necessary for debugging such modifications.

3. OWNERSHIP. Licensee acknowledges and agrees that Keysight and/or its licensors (as applicable) owns and shall retain all rights, title, and interest in and to the Keysight Software and the Documentation, including but not limited to all patents, trademarks, trade names, inventions, copyrights, know-how, trade secrets, and other intellectual and industrial property rights (and any corresponding applications or registrations) related to the Keysight Software or the Documentation. Certain components of the Keysight Software are licensed to Keysight by third parties (the "Third Party Components"). Certain of those third parties, and the terms upon which those third parties have licensed their respective Third Party Components to Keysight, are identified in Appendix C of the Test Conductor User Guide. Licensee acknowledges and agrees that any software or portion thereof from Developer Express Inc. included in the Keysight Software shall only be used in connection with the Keysight Software and not for any other purpose.

4. RESERVATION OF RIGHTS. Licensee acknowledges and agrees that the Keysight Software and the Documentation have been licensed to Licensee pursuant to the terms and conditions of this EULA, and that the Keysight Software and the Documentation have not been sold to Licensee. Keysight reserves all rights not expressly granted herein. Licensee shall not use or copy the Keysight Software or the Documentation except as is expressly authorized in this EULA. Licensee acknowledges and agrees that the Keysight Software and the Documentation are protected by United States copyright laws and international treaty provisions. Except as otherwise expressly provided herein, Licensee must treat the Software and the Documentation like any other copyrighted material. Licensee shall not knowingly take any action that would cause the Keysight Software or the Documentation to be placed in the public domain.

5. RESTRICTIONS.

5.1. Usage Restrictions. Licensee shall not permit any person other than Licensee's employees and authorized agents to possess or use the Keysight Software or the Documentation, and Licensee shall cause all such employees and authorized agents to abide by all terms and conditions imposed upon Licensee herein (including but not limited to those set forth in Section 4.5 below).

5.2. No Transfer. Licensee may not, and agrees that it will not, transfer, assign, rent, lease, lend, resell, or in any way distribute or transfer the Keysight Software or the Documentation (or any rights in this EULA, the Keysight Software, or the Documentation)

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

to any third parties, including by operation of law, without Keysight's prior written approval and subject to written agreement by the recipient to the terms and conditions of this EULA.

5.3. No Reverse Engineering; No Modification. To the maximum extent permitted by applicable law, except as otherwise expressly permitted in this EULA, Licensee shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover, reconstruct, or identify the source code for the Keysight Software or any user interface techniques, algorithms, logic, protocols, or specifications included, incorporated, or implemented therein. Furthermore, to the maximum extent permitted by applicable law, except as otherwise expressly permitted in this EULA or in the Documentation, Licensee shall not modify, port, translate, or create derivative works of the Keysight Software or the Documentation.

5.4. Proprietary Notices and Legends. If Licensee makes any copies of the Keysight Software or the Documentation in accordance with this EULA, Licensee must reproduce in all such copies all proprietary notices and legends contained in the originals.

5.5. Updates. Upon Licensee's installation of any Update to the Keysight Software, Licensee shall have no further rights, and Keysight shall have no further obligations, with respect to those portions of the Keysight Software that such Update was intended to replace.

5.6. License Keys. Licensee acknowledges that installation and/or use of certain portions of the Keysight Software may be subject to activation by license key. Licensee further acknowledges that Licensee may be required to contact Keysight to transfer such portions to different Licensee computers.

5.7. Export Restrictions; Compliance with Laws. Licensee agrees that Licensee will not, directly or indirectly, export or transmit the Keysight Software or the Documentation to any country or persons to which such export or transmission is restricted by any applicable United States regulation or statute without the prior written consent, if required, of the Bureau of Industry and Security of the United States 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 Keysight Software and/or the Documentation.

6. RESPONSIBILITIES OF LICENSEE.

6.1. Payment. In consideration for the licenses and rights granted to Licensee herein, Licensee agrees to pay all amount(s) for such licenses and rights as set forth in the corresponding invoice, in accordance with the payment terms agreed upon by Licensee.

6.2. Installation and Operation. As a licensee of the Keysight Software, Licensee is solely responsible for the proper installation and operation of the Keysight Software in accordance with the instructions and specifications set forth in the Documentation. Keysight shall have no responsibility or liability to Licensee, under the Warranty Agreement or otherwise, for improper installation or operation of the Keysight Software. Any output or execution errors resulting from improper installation or operation of the Keysight Software shall not be deemed "defects" for purposes of the Warranty Agreement.

6.3. Indemnification. Licensee hereby agrees to indemnify, protect, defend, and hold Keysight harmless from and against any and all claims, losses, or damages (including but not limited to reasonable attorneys' and experts' fees) attributable to (a) Licensee's use or misuse of the Software or the Documentation, or (b) any failure by Licensee to comply with any term, condition, or restriction in this EULA or in the LGPL Agreement.

6.4. Nondisclosure. Licensee acknowledges and agrees that the Keysight Software and the Documentation contain Keysight's valuable trade secrets. Licensee shall not disclose the Keysight Software or the Documentation to any third party other than Licensee's employees and authorized agents.

7. COMPLIANCE AUDIT. Keysight shall have the right, upon reasonable notice, to conduct and/or have an independent accounting firm 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 EULA.

8. USE OF LICENSEE INFORMATION. With respect to any information Licensee provides to Keysight in connection with the Software or the Documentation, Keysight may use such information for any purpose without restriction, including, without limitation, for product support and development purposes, provided that Keysight will not use such information in a form that identifies Licensee.

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

9. TERM AND TERMINATION.

9.1. General. Except as provided below with respect to evaluation and limited term licenses, this EULA and the license(s) granted herein will remain effective until terminated. Licensee may terminate this EULA and the licenses granted herein by ceasing all use of the Keysight Software and the Documentation, and returning all copies of the Keysight Software and the Documentation to Keysight. This EULA (including but not limited to the licenses granted to Licensee herein) will automatically terminate if Licensee fails to comply with any term or condition of this EULA.

9.2. Evaluation and Term Licenses. If the Keysight Software and the Documentation have been licensed to Licensee for evaluation purposes, this EULA will be effective only until the end of the designated evaluation period. If the Keysight Software and the Documentation have been licensed to Licensee for a limited term as specified in the applicable invoice or otherwise, then this EULA will be effective only until the end of such term. Keysight 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 the applicable license fee for any additional licenses, Licensee shall have no rights to use such Keysight Software or the corresponding Documentation upon expiration of any such license.

9.3. Obligations Upon Termination or Expiration. Licensee agrees, upon any termination or expiration of this EULA, to cease use of, and to destroy or return to Keysight, all copies of the Keysight Software and the Documentation. Notwithstanding anything in this EULA to the contrary, Section 1 and Sections 3 through 13 of this EULA shall survive any expiration or termination of this EULA and continue in perpetuity (provided that Keysight's corresponding obligations under the Warranty Agreement, if any, shall not survive any such expiration or termination).

10. LIMITED WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

10.1. Limited Warranty. Except with respect to Keysight Software that has been licensed to Licensee for evaluation purposes (which Keysight Software is provided "AS IS"), Keysight provides a limited twelve-month warranty with respect to the Keysight Software, the terms and limitations of which are set forth in the Warranty Agreement. In the event of any discrepancies or conflicts between the terms and conditions of this EULA and those of the Warranty Agreement, the terms and conditions of this EULA shall govern. Upon expiration of the warranty period specified in the Warranty Agreement, Licensee may purchase extended warranty coverage for the Keysight Software if available, pursuant to the terms on which such warranty coverage is then available. FOR THE AVOIDANCE OF DOUBT, THE LGPL SOFTWARE IS PROVIDED "AS IS" PURSUANT TO SECTION 15 OF THE LGPL AGREEMENT, AND LICENSEE DOES NOT RECEIVE ANY WARRANTY WITH RESPECT TO THE LGPL SOFTWARE UNDER THIS EULA OR THE WARRANTY AGREEMENT.

10.2. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 ABOVE, THE SOFTWARE AND THE DOCUMENTATION ARE 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, THE DOCUMENTATION, AND/OR USE OF THE SOFTWARE OR THE DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, ACTUAL AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT), AS WELL AS ANY WARRANTIES THAT THE SOFTWARE OR THE DOCUMENTATION (OR ANY ELEMENTS OF EITHER) WILL ACHIEVE A PARTICULAR RESULT, OR WILL BE UNINTERRUPTED OR ERROR-FREE.

10.3. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL KEYSIGHT OR ITS SUPPLIERS OR 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 SOFTWARE, OR ANY SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY) IN CONNECTION WITH THIS EULA, THE SOFTWARE, THE DOCUMENTATION, AND/OR ANY USE OF THE SOFTWARE OR THE DOCUMENTATION, EVEN IF KEYSIGHT OR ANY OF ITS SUPPLIERS OR 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. WITHOUT LIMITING THE FOREGOING, KEYSIGHT'S MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THIS EULA, THE SOFTWARE, THE DOCUMENTATION, AND/OR USE OF THE KEYSIGHT SOFTWARE OR THE DOCUMENTATION SHALL NOT EXCEED THE TOTAL AMOUNT OF ANY LICENSE FEES AND/OR MAINTENANCE FEES PAID BY LICENSEE IN CONNECTION WITH THE SOFTWARE.

11. U.S. GOVERNMENT RESTRICTED RIGHTS.

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

11.1. Commercial Software. The Keysight Software and the 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 EULA shall be deemed to be the license described in such regulations. Any use, modification, reproduction, release, performance, display, or disclosure of the Keysight Software or the Documentation by any agency, department, or entity of the United States Government (the "Government") shall be governed solely by the terms of this EULA and is prohibited except to the extent expressly permitted by the terms of this EULA. The Keysight Software and the 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.

11.2. Certain Technical Data. Any technical data provided by Keysight in connection with the Keysight Software or the Documentation 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 EULA 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 EULA and is prohibited except to the extent expressly permitted by the terms of this EULA. 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.

11.3. Third Party Acceptance of Restrictions. Licensee shall not provide the Keysight Software, the Documentation, or the technical data described in Section 11.2 above 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 Keysight Software, the Documentation, and such technical data is properly marked with the required legends. Nothing in this Section 11.3 shall be deemed to modify the restrictions on transfer or disclosure set forth elsewhere in this EULA.

12. GOVERNING LAW; ENFORCEMENT.

12.1. Governing Law. This EULA 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 the Keysight Software and the Documentation is licensed outside the United States, then certain local laws may apply. IN ADDITION, THIS EULA 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.

12.2. Equitable Relief. Licensee acknowledges that any actual or threatened breach of the provisions of this EULA will constitute immediate, irreparable harm to Keysight 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 will be entitled to immediate injunctive relief without the requirement of posting bond.

13. MISCELLANEOUS. This EULA and the Warranty Agreement set forth the entire agreement between Keysight and Licensee with respect to the Keysight Software, the Documentation, and/or Licensee's use of the Keysight Software and the Documentation. It is expressly agreed that the terms of this EULA will supersede the terms in any of Licensee's purchase orders or other ordering documents. No provision of this EULA or of the Warranty Agreement may be waived, modified, or superseded except by a written instrument signed by each of Keysight and Licensee. 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 EULA 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 EULA or any specific term or condition hereof. This EULA 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 EULA, 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. If any provision in this EULA 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 EULA shall remain in effect.

ATTACHMENT AGNU LESSER GENERAL PUBLIC LICENSE
Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>

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

This version of the GNU Lesser General Public License incorporates the terms and conditions of version 3 of the GNU General Public License, supplemented by the additional permissions listed below.

0. Additional Definitions.

As used herein, "this License" refers to version 3 of the GNU Lesser General Public License, and the "GNU GPL" refers to version 3 of the GNU General Public License.

"The Library" refers to a covered work governed by this License, other than an Application or a Combined Work as defined below.

An "Application" is any work that makes use of an interface provided by the Library, but which is not otherwise based on the Library. Defining a subclass of a class defined by the Library is deemed a mode of using an interface provided by the Library.

A "Combined Work" is a work produced by combining or linking an Application with the Library. The particular version of the Library with which the Combined Work was made is also called the "Linked Version".

The "Minimal Corresponding Source" for a Combined Work means the Corresponding Source for the Combined Work, excluding any source code for portions of the Combined Work that, considered in isolation, are based on the Application, and not on the Linked Version.

The "Corresponding Application Code" for a Combined Work means the object code and/or source code for the Application, including any data and utility programs needed for reproducing the Combined Work from the Application, but excluding the System Libraries of the Combined Work.

1. Exception to Section 3 of the GNU GPL.

You may convey a covered work under sections 3 and 4 of this License without being bound by section 3 of the GNU GPL.

2. Conveying Modified Versions.

If you modify a copy of the Library, and, in your modifications, a facility refers to a function or data to be supplied by an Application that uses the facility (other than as an argument passed when the facility is invoked), then you may convey a copy of the modified version:

- a) under this License, provided that you make a good faith effort to ensure that, in the event an Application does not supply the function or data, the facility still operates, and performs whatever part of its purpose remains meaningful, or
- b) under the GNU GPL, with none of the additional permissions of this License applicable to that copy.

3. Object Code Incorporating Material from Library Header Files.

The object code form of an Application may incorporate material from a header file that is part of the Library. You may convey such object code under terms of your choice, provided that, if the incorporated material is not limited to numerical parameters, data structure layouts and accessors, or small macros, inline functions and templates (ten or fewer lines in length), you do both of the following:

- a) Give prominent notice with each copy of the object code that the Library is used in it and that the Library and its use are

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

covered by this License.

b) Accompany the object code with a copy of the GNU GPL and this license document.

4. Combined Works.

You may convey a Combined Work under terms of your choice that, taken together, effectively do not restrict modification of the portions of the Library contained in the Combined Work and reverse engineering for debugging such modifications, if you also do each of the following:

a) Give prominent notice with each copy of the Combined Work that the Library is used in it and that the Library and its use are covered by this License.

b) Accompany the Combined Work with a copy of the GNU GPL and this license document.

c) For a Combined Work that displays copyright notices during execution, include the copyright notice for the Library among these notices, as well as a reference directing the user to the copies of the GNU GPL and this license document.

d) Do one of the following:

1) Convey the Minimal Corresponding Source under the terms of this License, and the Corresponding Application Code in a form suitable for, and under terms that permit, the user to recombine or relink the Application with a modified version of the Linked Version to produce a modified Combined Work, in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.

2) Use a suitable shared library mechanism for linking with the Library. A suitable mechanism is one that (a) uses at run time a copy of the Library already present on the user's computer system, and (b) will operate properly with a modified version of the Library that is interface-compatible with the Linked Version.

e) Provide Installation Information, but only if you would otherwise be required to provide such information under section 6 of the GNU GPL, and only to the extent that such information is necessary to install and execute a modified version of the Combined Work produced by recombining or relinking the Application with a modified version of the Linked Version. (If you use option 4d0, the Installation Information must accompany the Minimal Corresponding Source and Corresponding Application Code. If you use option 4d1, you must provide the Installation Information in the manner specified by section 6 of the GNU GPL for conveying Corresponding Source.)

5. Combined Libraries.

You may place library facilities that are a work based on the Library side by side in a single library together with other library facilities that are not Applications and are not covered by this License, and convey such a combined library under terms of your choice, if you do both of the following:

a) Accompany the combined library with a copy of the same work based on the Library, uncombined with any other library facilities, conveyed under the terms of this License.

b) Give prominent notice with the combined library that part of it is a work based on the Library, and explaining where to find the accompanying uncombined form of the same work.

6. Revised Versions of the GNU Lesser General Public License.

The Free Software Foundation may publish revised and/or new versions of the GNU Lesser 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 Library as you received it specifies that a certain numbered version of the GNU Lesser General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that published version or of any later version published by the Free Software Foundation. If the Library as you received it does not specify a version

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

number of the GNU Lesser General Public License, you may choose any version of the GNU Lesser General Public License ever published by the Free Software Foundation.

If the Library as you received it specifies that a proxy can decide whether future versions of the GNU Lesser General Public License shall apply, that proxy's public statement of acceptance of any version is permanent authorization for you to choose that version for the Library.

GNU GENERAL PUBLIC LICENSE Version 3, 29 June 2007

Copyright (C) 2007 Free Software Foundation, Inc. <<http://fsf.org/>>
Everyone is permitted to copy and distribute verbatim copies of this license document, but changing it is not allowed.

Preamble

The GNU General Public License is a free, copyleft license for software and other kinds of works.

The licenses for most software and other practical works are designed to take away your freedom to share and change the works. By contrast, the GNU General Public License is intended to guarantee your freedom to share and change all versions of a program--to make sure it remains free software for all its users. We, the Free Software Foundation, use the GNU General Public License for most of our software; it applies also to any other work released this way by its authors. You can apply it to your programs, 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 them 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 prevent others from denying you these rights or asking you to surrender the rights. Therefore, you have certain responsibilities if you distribute copies of the software, or if you modify it: responsibilities to respect the freedom of others.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must pass on to the recipients the same freedoms that you received. 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.

Developers that use the GNU GPL protect your rights with two steps: (1) assert copyright on the software, and (2) offer you this License giving you legal permission to copy, distribute and/or modify it.

For the developers' and authors' protection, the GPL clearly explains that there is no warranty for this free software. For both users' and authors' sake, the GPL requires that modified versions be marked as changed, so that their problems will not be attributed erroneously to authors of previous versions.

Some devices are designed to deny users access to install or run modified versions of the software inside them, although the manufacturer can do so. This is fundamentally incompatible with the aim of protecting users' freedom to change the software. The systematic pattern of such abuse occurs in the area of products for individuals to use, which is precisely where it is most unacceptable. Therefore, we have designed this version of the GPL to prohibit the practice for those products. If such problems arise substantially in other domains, we stand ready to extend this provision to those domains in future versions of the GPL, as needed to protect the freedom of users.

Finally, every program is threatened constantly by software patents. States should not allow patents to restrict development and use of software on general-purpose computers, but in those that do, we wish to avoid the special danger that patents applied to a free program could make it effectively proprietary. To prevent this, the GPL assures that patents cannot be used to render the program non-free.

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

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

TERMS AND CONDITIONS

0. Definitions.

"This License" refers to version 3 of the GNU General Public License. "Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

A "covered work" means either the unmodified Program or a work based on the Program.

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

1. Source Code.

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

The "System Libraries" of an executable work include anything, other than the work as a whole, that (a) is included in the normal form of packaging a Major Component, but which is not part of that Major Component, and (b) serves only to enable use of the work with that Major Component, or to implement a Standard Interface for which an implementation is available to the public in source code form. A "Major Component", in this context, means a major essential component (kernel, window system, and so on) of the specific operating system (if any) on which the executable work runs, or a compiler used to produce the work, or an object code interpreter used to run it.

The "Corresponding Source" for a work in object code form means all the source code needed to generate, install, and (for an executable work) run the object code and to modify the work, including scripts to control those activities. However, it does not include the work's System Libraries, or general-purpose tools or generally available free programs which are used unmodified in performing those activities but which are not part of the work. For example, Corresponding Source includes interface definition files associated with source files for the work, and the source code for shared libraries and dynamically linked subprograms that the work is specifically designed to require, such as by intimate data communication or control flow between those subprograms and other parts of the work.

The Corresponding Source need not include anything that users can regenerate automatically from other parts of the Corresponding Source. The Corresponding Source for a work in source code form is that same work.

2. Basic Permissions.

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

You may make, run and propagate covered works that you do not convey, without conditions so long as your license otherwise remains in force. You may convey covered works to others for the sole purpose of having them make modifications exclusively for you, or provide you with facilities for running those works, provided that you comply with the terms of this License in conveying all material for which you do not control copyright. Those thus making or running the covered works for you must do so exclusively on your behalf, under your direction and control, on terms that prohibit them from making any copies of your copyrighted material outside their relationship with you.

Conveying under any other circumstances is permitted solely under the conditions stated below. Sublicensing is not allowed; section 10 makes it unnecessary.

3. Protecting Users' Legal Rights From Anti-Circumvention Law.

No covered work shall be deemed part of an effective technological measure under any applicable law fulfilling obligations under article 11 of the WIPO copyright treaty adopted on 20 December 1996, or similar laws prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid circumvention of technological measures to the extent such circumvention is effected by exercising rights under this License with respect to the covered work, and you disclaim any intention to limit operation or modification of the work as a means of enforcing, against the work's users, your or third parties' legal rights to forbid circumvention of technological measures.

4. Conveying Verbatim Copies.

You may convey 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; keep intact all notices stating that this License and any non-permissive terms added in accord with section 7 apply to the code; keep intact all notices of the absence of any warranty; and give all recipients a copy of this License along with the Program.

You may charge any price or no price for each copy that you convey, and you may offer support or warranty protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 4, provided that you also meet all of these conditions:

- a) The work must carry prominent notices stating that you modified it, and giving a relevant date.
 - b) The work must carry prominent notices stating that it is released under this License and any conditions added under section
6. This requirement modifies the requirement in section 4 to "keep intact all notices".
- c) You must license the entire work, as a whole, under this License to anyone who comes into possession of a copy. This License will therefore apply, along with any applicable section 7 additional terms, to the whole of the work, and all its parts, regardless of how they are packaged. This License gives no permission to license the work in any other way, but it does not invalidate such permission if you have separately received it.
 - d) If the work has interactive user interfaces, each must display Appropriate Legal Notices; however, if the Program has interactive interfaces that do not display Appropriate Legal Notices, your work need not make them do so.

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an "aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

the individual works permit.

Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

7. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of sections 4 and 5, provided that you also convey the machine-readable Corresponding Source under the terms of this License, in one of these ways:

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

A separable portion of the object code, whose source code is excluded from the Corresponding Source as a System Library, need not be included in conveying the object code work.

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section in, or with, or specifically for use in, a User Product, and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information. But this requirement does not apply if neither you nor any third party retains the ability to install modified object code on the User Product (for example, the work has been installed in ROM).

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

8. Additional Terms.

"Additional permissions" are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

When you convey a copy of a covered work, you may at your option remove any additional permissions from that copy, or from any part of it. (Additional permissions may be written to require their own removal in certain cases when you modify the work.) You may place additional permissions on material, added by you to a covered work, for which you have or can give appropriate copyright permission.

Notwithstanding any other provision of this License, for material you add to a covered work, you may (if authorized by the copyright holders of that material) supplement the terms of this License with terms:

- a) Disclaiming warranty or limiting liability differently from the terms of sections 15 and 16 of this License; or
- b) Requiring preservation of specified reasonable legal notices or author attributions in that material or in the Appropriate Legal Notices displayed by works containing it; or
- c) Prohibiting misrepresentation of the origin of that material, or requiring that modified versions of such material be marked in reasonable ways as different from the original version; or
- d) Limiting the use for publicity purposes of names of licensors or authors of the material; or
- e) Declining to grant rights under trademark law for use of some trade names, trademarks, or service marks; or
- f) Requiring indemnification of licensors and authors of that material by anyone who conveys the material (or modified versions of it) with contractual assumptions of liability to the recipient, for any liability that these contractual assumptions directly impose on those licensors and authors.

All other non-permissive additional terms are considered "further restrictions" within the meaning of section 10. If the Program as you received it, or any part of it, contains a notice stating that it is governed by this License along with a term that is a further restriction, you may remove that term. If a license document contains a further restriction but permits relicensing or conveying under this License, you may add to a covered work material governed by the terms of that license document, provided that the further restriction does not survive such relicensing or conveying.

If you add terms to a covered work in accord with this section, you must place, in the relevant source files, a statement of the additional terms that apply to those files, or a notice indicating where to find the applicable terms.

Additional terms, permissive or non-permissive, may be stated in the form of a separately written license, or stated as exceptions; the above requirements apply either way.

9. Termination.

You may not propagate or modify a covered work except as expressly provided under this License. Any attempt otherwise to propagate or modify it is void, and will automatically terminate your rights under this License (including any patent licenses granted under the third paragraph of section 11).

However, if you cease all violation of this License, then your license from a particular copyright holder is reinstated (a) provisionally, unless

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

and until the copyright holder explicitly and finally terminates your license, and (b) permanently, if the copyright holder fails to notify you of the violation by some reasonable means prior to 60 days after the cessation.

Moreover, your license from a particular copyright holder is reinstated permanently if the copyright holder notifies you of the violation by some reasonable means, this is the first time you have received notice of violation of this License (for any work) from that copyright holder, and you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the licenses of parties who have received copies or rights from you under this License. If your rights have been terminated and not permanently reinstated, you do not qualify to receive new licenses for the same material under section 10.

10. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a copy of the Program. Ancillary propagation of a covered work occurring solely as a consequence of using peer-to-peer transmission to receive a copy likewise does not require acceptance. However, nothing other than this License grants you permission to propagate or modify any covered work. These actions infringe copyright if you do not accept this License. Therefore, by modifying or propagating a covered work, you indicate your acceptance of this License to do so.

11. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives a license from the original licensors, to run, modify and propagate that work, subject to this License. You are not responsible for enforcing compliance by third parties with this License.

An "entity transaction" is a transaction transferring control of an organization, or substantially all assets of one, or subdividing an organization, or merging organizations. If propagation of a covered work results from an entity transaction, each party to that transaction who receives a copy of the work also receives whatever licenses to the work the party's predecessor in interest had or could give under the previous paragraph, plus a right to possession of the Corresponding Source of the work from the predecessor in interest, if the predecessor has it or can get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights granted or affirmed under this License. For example, you may not impose a license fee, royalty, or other charge for exercise of rights granted under this License, and you may not initiate litigation (including a cross-claim or counterclaim in a lawsuit) alleging that any patent claim is infringed by making, using, selling, offering for sale, or importing the Program or any portion of it.

12. Patents.

A "contributor" is a copyright holder who authorizes use under this License of the Program or a work on which the Program is based. The work thus licensed is called the contributor's "contributor version".

A contributor's "essential patent claims" are all patent claims owned or controlled by the contributor, whether already acquired or hereafter acquired, that would be infringed by some manner, permitted by this License, of making, using, or selling its contributor version, but do not include claims that would be infringed only as a consequence of further modification of the contributor version. For purposes of this definition, "control" includes the right to grant patent sublicenses in a manner consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free patent license under the contributor's essential patent claims, to make, use, sell, offer for sale, import and otherwise run, modify and propagate the contents of its contributor version.

In the following three paragraphs, a "patent license" is any express agreement or commitment, however denominated, not to enforce a patent (such as an express permission to practice a patent or covenant not to sue for patent infringement). To "grant" such a patent license to a party means to make such an agreement or commitment not to enforce a patent against the party.

If you convey a covered work, knowingly relying on a patent license, and the Corresponding Source of the work is not available for anyone to copy, free of charge and under the terms of this License, through a publicly available network server or other readily accessible means, then you must either (1) cause the Corresponding Source to be so available, or (2) arrange to deprive yourself of the benefit of the patent license for this particular work, or (3) arrange, in a manner consistent with the requirements of this License, to extend the patent license to downstream recipients. "Knowingly relying" means you have actual knowledge that, but for the patent license, your conveying the covered work in a country, or your recipient's use of the covered work in a country, would infringe one or more identifiable patents in that country that you have reason to believe are valid.

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

If, pursuant to or in connection with a single transaction or arrangement, you convey, or propagate by procuring conveyance of, a covered work, and grant a patent license to some of the parties receiving the covered work authorizing them to use, propagate, modify or convey a specific copy of the covered work, then the patent license you grant is automatically extended to all recipients of the covered work and works based on it.

A patent license is "discriminatory" if it does not include within the scope of its coverage, prohibits the exercise of, or is conditioned on the non-exercise of one or more of the rights that are specifically granted under this License. You may not convey a covered work if you are a party to an arrangement with a third party that is in the business of distributing software, under which you make payment to the third party based on the extent of your activity of conveying the work, and under which the third party grants, to any of the parties who would receive the covered work from you, a discriminatory patent license (a) in connection with copies of the covered work conveyed by you (or copies made from those copies), or (b) primarily for and in connection with specific products or compilations that contain the covered work, unless you entered into that arrangement, or that patent license was granted, prior to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to you under applicable patent law.

13. No Surrender of Others' Freedom.

If 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 convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not convey it at all. For example, if you agree to terms that obligate you to collect a royalty for further conveying from those to whom you convey the Program, the only way you could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

14. Use with the GNU Affero General Public License.

Notwithstanding any other provision of this License, you have permission to link or combine any covered work with a work licensed under version 3 of the GNU Affero General Public License into a single combined work, and to convey the resulting work. The terms of this License will continue to apply to the part which is the covered work, but the special requirements of the GNU Affero General Public License, section 13, concerning interaction through a network will apply to the combination as such.

15. Revised Versions of this License.

The Free Software Foundation may publish revised and/or new versions of the GNU 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 that a certain numbered version of the GNU General Public License "or any later version" applies to it, you have the option of following the terms and conditions either of that numbered version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of the GNU General Public License, you may choose any version ever published by the Free Software Foundation.

If the Program specifies that a proxy can decide which future versions of the GNU General Public License can be used, that proxy's public statement of acceptance of a version permanently authorizes you to choose that version for the Program.

Later license versions may give you additional or different permissions. However, no additional obligations are imposed on any author or copyright holder as a result of your choosing to follow a later version.

16. Disclaimer of Warranty.

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.

TEST CONDUCTOR END USER SOFTWARE LICENSE AGREEMENT

17. Limitation of Liability.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS 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 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.

18. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

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 state 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 3 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, see <http://www.gnu.org/licenses/>.

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

If the program does terminal interaction, make it output a short notice like this when it starts in an interactive mode:

```
<program> Copyright (C) <year> <name of author>
This program 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, your program's commands might be different; for a GUI interface, you would use an "about box".

You should also get your employer (if you work as a programmer) or school, if any, to sign a "copyright disclaimer" for the program, if necessary. For more information on this, and how to apply and follow the GNU GPL, see <http://www.gnu.org/licenses/>.

The GNU 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 Lesser General Public License instead of this License. But first, please read <http://www.gnu.org/philosophy/why-not-lgpl.html>.