GENERAL PUBLIC LICENSE AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING THE PROGRAM

BY DOWNLOADING THIS PROGRAM, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THIS PROGRAM OR ANY PORTION THEREOF IN ANY FORM OR MANNER.

This Program is licensed, not sold to you by GEORGIA TECH RESEARCH CORPORATION ("GTRC"), owner of all code and accompanying documentation ("Program") for use only under the terms of this License, and GTRC reserves any rights not expressly granted to you.

1. This License allows you to:

(a) make copies and distribute copies of the Program's source code provide that any such copy clearly displays any and all appropriate copyright notices and disclaimer of warranty as set forth in Article 5 and 6 of this License. All notices that refer to this License and to the absence of any warranty must be kept intact at all times. A copy of this License must accompany any and all copies of the Program distributed to third parties.

A fee may be charged to cover the cost associated with the physical act of transferring a copy to a third party. At no time shall the program be sold separately for commercial gain without entering into a separate agreement with GTRC. Subject to the foregoing restrictions, this license allows you to create derivative works based on the Program, incorporate the Program into other works you may have rights in or to, and to distribute and/or license such derivative or compiled works to third parties.

- (b) modify original copy or copies of the Program or any portion thereof ("Modification(s)"). Modifications may be copied and distributed under the terms and conditions as set forth above, provided the following conditions are met:
 - i) any and all modified files must be affixed with prominent notices that you have changed the files and the date that the changes occurred.
 - ii) any work that you distribute, publish, or make available, that in whole or in part contains portions of the Program, must be licensed at no charge to all third parties under the terms of this License.
 - iii) you must provide reasonable notice of and access to this License to the user.

Any portion of a Modification that can be reasonably considered independent of the Program and separate work in and of itself is not subject to the terms and conditions set forth in this License as long as it is not distributed with the Program or any portion thereof.

- 2. This License further allows you to copy and distribute the Program or a work based on it, as set forth in Article 1 Section b in object code or executable form under the terms of Article 1 above provided that you also either:
 - i) accompany it with complete corresponding machine-readable source code, which must be distributed under the terms of Article 1, on a medium customarily used for software interchange; or,
 - ii) accompany it with a written offer, valid for no less than three (3) years from the time of distribution, to give any third party, for no consideration greater than the cost of physical transfer, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Article 1 on a medium customarily used for software interchange; or,

3. Export Law Assurance.

You agree that the Software will not be shipped, transferred or exported, directly into any country prohibited by the United States Export Administration Act and the regulations thereunder nor will be used for any purpose prohibited by the Act.

4. Termination.

If at anytime you are unable to comply with any portion of this License you must immediately cease use of the Program and all distribution activities involving the Program or any portion thereof.

5. Disclaimer of Warranties and Limitation on Liability.

YOU ACCEPT THE PROGRAM ON AN "AS IS" BASIS. GTRC MAKES NO WARRANTY THAT ALL ERRORS CAN BE OR HAVE BEEN ELIMINATED FROM PROGRAM. GTRC SHALL NOT BE RESPONSIBLE FOR LOSSES OF ANY KIND RESULTING FROM THE USE OF PROGRAM AND ITS ACCOMPANYING DOCUMENT(S), AND CAN IN NO WAY PROVIDE COMPENSATION FOR ANY LOSSES SUSTAINED, INCLUDING BUT NOT LIMITED TO ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR TORT, OR FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADE SECRETS, OR SIMILAR RIGHTS OF THIRD PARTIES, NOR ANY BUSINESS EXPENSE, MACHINE DOWNTIME OR DAMAGES CAUSED TO YOU BY ANY DEFICIENCY, DEFECT OR ERROR IN PROGRAM OR MALFUNCTION THEREOF, NOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED. GTRC DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED RESPECTING THE USE AND OPERATION OF PROGRAM AND ITS ACCOMPANYING DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. GTRC MAKES NO WARRANTY THAT PROGRAM IS ADEQUATELY OR COMPLETELY DESCRIBED IN, OR BEHAVES IN ACCORDANCE WITH ANY ACCOMPANYING DOCUMENTATION. THE USER OF PROGRAM IS EXPECTED TO MAKE THE FINAL EVALUATION OF PROGRAM'S USEFULNESS IN USER'S OWN ENVIRONMENT.

GTRC represents that, to the best of its knowledge, the software furnished hereunder does not infringe any copyright or patent.

You are responsible for obtaining all required rights and/or licenses for any accompanying third party software, if necessary. GTRC makes no representation that such rights may be obtained by you. Furthermore, GTRC makes no representation, whether expressed or not, that it has any rights in any required third party software.

GTRC shall have no obligation for support or maintenance of Program.

6. Copyright Notice.

THE SOFTWARE AND ACCOMPANYING DOCUMENTATION ARE COPYRIGHTED WITH ALL RIGHTS RESERVED BY GTRC. UNDER UNITED STATES COPYRIGHT LAWS, THE SOFTWARE AND ITS ACCOMPANYING DOCUMENTATION MAY NOT BE COPIED EXCEPT AS GRANTED HEREIN.

You acknowledge that GTRC is the sole owner of Program, including all copyrights subsisting therein. Any and all copies or partial copies of Program made by you shall bear the copyright notice set forth below and affixed to the original version or such other notice as GTRC shall designate. Such notice shall also be affixed to all improvements or enhancements of Program made by you or portions thereof in such a manner and location as to give reasonable notice of GTRC's copyright as set forth in Article 1.

Said copyright notice shall read as follows:

Copyright 2004
Georgia Tech Research Corporation
Atlanta, Georgia 30332-0415
All Rights Reserved