



TEST SUITE TIME-LIMITED LICENSE AGREEMENT

Notes

These notes are intended to help prospective licensees complete the attached Test Suite Time-Limited License Agreement.

If you wish to execute this Agreement immediately you should:

1. Enter your organization name on Page 4 above the Signature line in the left column
2. Enter the appropriate product details in Schedule 1 of the Agreement, ensuring that the product name, version, Regn ID, and hardware environment match that entered in the web certification system.
3. Enter the Specified Site and Contact Information also in Schedule 1 on Page 5.
4. Complete the form in Schedule 2 on Page 6.
5. Have an Authorized Signatory execute the Agreement (Page 4)
6. Fax the entire Agreement to The Open Group on +1 415 276 3760

Please note that the agreement does not come into effect until it has been countersigned.

Once countersigned, a copy of the Agreement will be fax back to you, for your records.

If you have any questions please email posix-cert-admin@opengroup.org.

VSC-PCTS2003 Test Suite Time-Limited License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE TEST SUITES. THE OPEN GROUP WILL LICENSE THE TEST SUITES TO YOU ONLY IF YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT. BY USING THE TEST SUITES YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE UNUSED TEST SUITES TO THE OPEN GROUP.

The Test Suites are owned by X/Open Company Limited (trading as The Open Group) ("THE OPEN GROUP") and are copyrighted and licensed, not sold.

The term "Test Suites" means the POSIX Shell and Utilities (VSC-PCTS 2003) test suite and its associated test framework, and all whole or partial copies of them. The Test Suites consist of machine-readable instructions, their components, data, documentation and manuals and related licensed materials.

The term "Product" means the product submitted for registration under the POSIX®: *Certified by IEEE and The Open Group* certification program as described in Schedule 1.

The term "Certified Product" means a product that has successfully completed the certification process and for which the Supplier has been notified in writing by The Open Group that certification has been achieved under the POSIX®: *Certified by IEEE and The Open Group* certification program.

1. License

In consideration of your commitment to submit your Product for registration under the POSIX®: *Certified by IEEE and The Open Group* certification program, THE OPEN GROUP hereby grants you a time-limited, non-exclusive, non-transferable license to use the Test Suites in connection with the Product.

You may use the Test Suites only for testing the Product for the purposes of certification under the POSIX®: *Certified by IEEE and The Open Group* certification program.

THE TEST SUITE MAY CONTAIN A DISABLING DEVICE THAT WILL PREVENT IT FROM BEING USED UPON EXPIRATION OF THIS LICENSE. YOU WILL NOT TAMPER WITH THIS DISABLING DEVICE OR THE TEST SUITE. YOU SHOULD TAKE PRECAUTIONS TO AVOID ANY LOSS OF DATA THAT MIGHT RESULT WHEN THE TEST SUITE CAN NO LONGER BE USED.

You will ensure that anyone who uses the Test Suites does so only for your authorized use and in compliance with the terms of this Agreement.

You may not 1) use, copy, modify or distribute the Test Suites except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Test Suites except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Test Suites; or 4) publicly disclose the results of any use of the Test Suites or make any other claim that a product has "passed" the Test Suites without the previous written consent of THE OPEN GROUP.

This license in itself grants no rights to use any of the POSIX®: *Certified by IEEE and The Open Group* certification program trademarks in connection with the Product.

This license begins with The Open Group notifying you via electronic mail of how to obtain the Test Suites and ends 180 days thereafter, unless the Product becomes a Certified Product, in which case the license period extends to the period that the Product remains a Certified Product. Unless THE OPEN GROUP specifies in writing that you may retain the Test Suites (in which case, an additional charge may apply), you will destroy the Test Suites within ten days of when this license ends.

2. No Warranty

SUBJECT TO ANY STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, THE OPEN GROUP MAKES NO WARRANTIES OR CONDITIONS EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE TEST SUITES OR TECHNICAL SUPPORT, IF ANY.

This exclusion also applies to any of THE OPEN GROUP's subcontractors, suppliers or Test Suites developers (collectively called "Suppliers").

3. Limitation of Liability

THE OPEN GROUP HEREBY EXCLUDES (TO THE FULLEST EXTENT PERMISSABLE BY LAW) ALL LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR ANY INCIDENTAL, SPECIAL, OR OTHER ECONOMIC CONSEQUENTIAL DAMAGES, EVEN IF THE OPEN GROUP IS INFORMED OF THEIR POSSIBILITY.

4. Rights In Data

You hereby assign to THE OPEN GROUP all right, title, and interest (including ownership of copyright) in any data, suggestions, and written materials related to your use of the TEST SUITES you provide to THE OPEN GROUP. If THE OPEN GROUP requires it, you will sign an appropriate document to assign such rights.

5. General

THE OPEN GROUP may terminate your license if you fail to comply with the terms of this Agreement. If THE OPEN GROUP does so, you must immediately destroy the Test Suites.

You may not export the Test Suites.

Neither you nor THE OPEN GROUP is responsible for failure to fulfil any obligations due to causes beyond its control.

There is no charge for use of the Test Suites for the duration of this license.

THE OPEN GROUP does not provide Test Suites services or technical support, unless THE OPEN GROUP specifies otherwise.

This license agreement shall be governed by the laws of England and Wales and all disputes relating to this license agreement shall be submitted to the exclusive jurisdiction of the English courts.

The parties hereto acknowledge that they have read this Agreement and understand it, and they agree to be bound by all its terms and conditions. They further agree that this Agreement constitutes the full and complete understanding and agreement of the parties hereto and supersedes all prior or contemporaneous oral or written communications, understandings and agreements. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties thereto.

Signed for and on behalf of
_____.

Signed for and on behalf of
THE OPEN GROUP

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Schedule 1

Product and Site Information:

Product Information:

Please enter a description of the Product including its "Regn ID" from the Web Certification System. This should match the product being submitted for registration under the POSIX®: Certified by IEEE and The Open Group certification program. This should include the complete hardware environment details. Please complete in capital letters.

Product Name:	Version:
Regn ID ¹ :	
Hardware Environment:	

Specified Site and Contact Information:

The nominated contact will be added to our mailing lists and get access to the software, please complete in capital letters

Contact Name	Contact E-mail
Contact Phone	Contact Fax
Specified Site Address:	

Please complete and fax back to +1 415 276 3760

¹ The Regn ID for the product will be provided by The Open Group.

Schedule 2

Commercial License and Support (Optional)

The Open Group also offers an optional commercial license and support service for this test suite. If you are interested in receiving more information please complete this form and return to The Open Group at the same time as Schedule 1.

Commercial License

Please tick one

- Yes, I am interested in a commercial license.
- No, I am not interested.

Support

Please tick one

- I want 180 days support
- I do not want support