Copyright, Contacts, and Legal Notices

Document Copyright

Title: SP Guru Transport Planner Documentation Set

Version: 12.0

© 1987–2007 OPNET Technologies, Inc. All rights reserved.

OPNET, OPNETWORK, OPNET SLA COMMANDER, IT GURU, IT GURU NETWORK PLANNER, IT GURU SYSTEMS PLANNER, IT SENTINEL, OPNET MODELER, OPNET DEVELOPMENT KIT (ODK), OPNET PANORAMA, REPORT SERVER, SP GURU, SP GURU TRANSPORT PLANNER, SP SENTINEL, VNE SERVER, 3DNV, ACE, ACE DECODE, ACE PLUS, AUTOMATION, CIRCUIT SWITCHING, DISTRIBUTED AGENT CONTROLLER, DOCSIS, EXPRESS DATA IMPORT, FLOW ANALYSIS, HIGH-LEVEL ARCHITECTURE, IPv6, MAINFRAME MODELING, MPLS, MULTI-VENDOR IMPORT, NETCOP, NETDOCTOR, PNNI, SERVER MODELING, SPBMC, SPHP, TERRAIN MODELING, TIREM, UMTS, WIRELESS, NETBIZ, QUICKPREDICT, and SERVICE PROVIDER GURU are trademarks of OPNET Technologies, Inc.

The absence of a name in this list does not constitute a waiver of intellectual property rights that OPNET Technologies, Inc. has established in any of its products, service names or marks in use.

Software Copyright

Product Name: SP Guru Transport Planner

Product Release: 12.0

© 1987-2007 OPNET Technologies, Inc.

All Rights Reserved.

Contacts

OPNET Technologies, Inc. 7255 Woodmont Avenue

Bethesda MD 20814-7904 USA

General

Telephone: 240.497.3000 E-mail: info@opnet.com Web: http://www.opnet.com

Technical Support

Telephone: 240.497.1200 Fax: 240.497.1064

E-mail: support@opnet.com

Documentation

E-mail: doc@opnet.com

This Documentation and OPNET

This document and the accompanying product documentation describes the functions of the OPNET SOFTWARE PRODUCT(S) ("OPNET SOFTWARE") identified above (this document and the product documentation are collectively referred to as "DOCUMENTATION"). OPNET Technologies, Inc., 7255 Woodmont Avenue, Bethesda, Maryland 20814 ("OPNET") is the sole owner of all rights, title, and interest to the DOCUMENTATION and the OPNET SOFTWARE. Nothing herein shall grant or imply a license to the DOCUMENTATION or the OPNET SOFTWARE; the right to use the DOCUMENTATION and the OPNET SOFTWARE shall result only from entering into OPNET's Master Software License Agreement, OPNET's Software Usage Agreement, and payment of the applicable license fees.

Terms and Conditions of Use

Eligible Users

This document is subject to restrictions on use and distribution is intended solely for persons who are subject to the terms and conditions of OPNET's Software Master License Agreement or persons authorized by OPNET ("Eligible Users"). As a condition of being granted access to and use of this document, each User represents that: i) the User is an Eligible User of a Licensee under a valid OPNET Software Master License Agreement or the User is authorized by OPNET and ii) the User accepts the terms and conditions of OPNET's Software Master Licensee Agreement and the terms and conditions governing the use of this document.

Confidential Information

The User agrees that the DOCUMENTATION, including this document, are the proprietary property of OPNET and constitutes a trade secret of OPNET. The User agrees that access to and use of this document does not grant any title or rights of ownership. The User shall not copy or reproduce, in whole or in part, disclose or permit third parties access to this document without the prior written consent of OPNET. This document may not be stored, in whole or in part, in any media without the prior written consent of OPNET. Any unauthorized use of this document will be subject to legal action that may result in criminal and/or civil penalties against the User.

Copyrights, Trademarks, and Proprietary Notices

Alteration, removal, obscuring, or destruction of any proprietary legend, copyright, trademark, or intellectual property notice contained in this document is prohibited.

All trademarks and service marks in this document are the property of their respective owners. The trademarks of OPNET Technologies, Inc. include OPNET, IT Guru, IT Sentinel, SP Guru, SP Sentinel, OPNET Modeler, OPNET Development Kit, VNE Server, WDM Guru, OPNET NETCOP, and OPNET Technologies.

Portions of 3DNV documentation are copyright © 2006 MÄK Technologies, Inc. All rights Reserved. No documentation copyrighted by MÄK may be copied or reproduced in any form without prior written consent of MÄK Technologies, Inc.

Restricted Rights Legend

The DOCUMENTATION and OPNET SOFTWARE are subject to the restrictions on use and distribution in the OPNET Software Master License Agreement (for Agencies of the U.S. Government). Any use of the DOCUMENTATION or any OPNET SOFTWARE by an agency of the U.S. Government or a direct contractor of an agency of the U.S. Government requires a valid OPNET Software Master License Agreement and OPNET Software Usage Agreement.

For purposes of access to and use of the DOCUMENTATION and the OPNET SOFTWARE by agencies of the United States government (or users authorized to access or use this document and/or the OPNET SOFTWARE on behalf of a U.S. government agency) "SOFTWARE" means all copies of the specific OPNET Products identified in the SOFTWARE USAGE AGREEMENT(s), whether contained in magnetic, optical, semiconductor, hardcopy, or other storage media, including SOURCE CODE, EXECUTABLE CODE, and data file components. The SOFTWARE is licensed to the LICENSEE under OPNET's Software Master

License Agreement (for Agencies of the U.S. Government), which sets forth the terms of the Special License Rights granted to LICENSEE (in accordance with FAR §§12.212 and 52.227-19 and DFARS §§227.7202-1 thru 7202-4). The SOFTWARE shall be deemed: (1) "commercial computer software" under FAR §12.212 and §52.227-19 and DFARS §§227.7202-1 thru 7202-4 and §252.227-7014(a)(1), (2) "restricted computer software" under FAR §§52.227-14(a) and 19, and (3) developed exclusively at private expense under DFARS §252.227-7014(a)(7). The SOFTWARE shall be deemed delivered with the following NOTICES: (1) Restricted Rights Notice under FAR §52.227-14(g)(3), Alternate III (JUN 1987); (2) Copyright Notice: "Unpublished-rights reserved under the copyright laws of the United States", under FAR §52.227-19(d), and (3) Special License Rights Notice under DFARS §252.227-7014(f)(4).

"DOCUMENTATION" means the OPNET copyrighted materials that document the functions of the SOFTWARE. OPNET provides the LICENSEE with one (1) online set of DOCUMENTATION. Additional copies on optical media, or in printed format, may be purchased by the LICENSEE from OPNET. The DOCUMENTATION shall be defined as set forth in FAR §52.227-19 and DFARS §252.227-7013(a)(4) and (7), in which development was exclusively at private expense. The DOCUMENTATION is licensed to the LICENSEE under OPNET's Software Master License Agreement (for Agencies of the U.S. Government) which sets forth the terms of the Specifically Negotiated License Rights granted to the LICENSEE (in accordance with FAR §§12.212 and 52.227-19 and DFARS §§227.7202-1 thru 7202-4). The DOCUMENTATION shall be deemed delivered with the following NOTICES: (1) Restricted Rights Notice under FAR §52.227-14(g)(3), Alternate III (JUN 1987); and (2) Special License Rights Notice under DFARS §252.227-7013(f)(4).

No Warranty and Limitation of Liability

ALL INFORMATION PROVIDED IN THIS USER MANUAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. No representations by OPNET, such as statements of capability, suitability for use, accuracy or performance, shall be a warranty by OPNET, or bind OPNET or vary any term or condition of any Software Master License Agreement, unless contained in written agreement and signed by OPNET and any other party or parties to such Software Master License Agreement.

In no event shall OPNET be liable for any incidental, indirect, special, or consequential damages whatsoever (including but not limited to lost profits arising out of or relating to this document or the information contained herein) even if OPNET has been advised, knew, or should have known of the possibility of such damages.

THE USER UNDERSTANDS AND ACCEPTS THAT OPNET SHALL NOT BE LIABLE FOR DAMAGES WHICH ARE: (i) INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, OR (ii) THE RESULT FROM LOSS OF USE, DATA, OR PROFITS, OR (iii) FROM THE USE OF THE SOFTWARE AND DOCUMENTATION, WHETHER BROUGHT IN AN ACTION OF CONTRACT, TORT, OR OTHERWISE, EVEN IF OPNET WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Export Controls

Any User of the DOCUMENTATION including this document shall comply with the laws of the United States, including the provisions of the U.S. Department of Commerce, Bureau of Industry Security ("BIS"), Export Administration Regulations (EAR), the U.S. Department of State, International Traffic in Arms Regulations, and the U.S. Treasure Department, Office of Foreign Assets Control, regarding the export, re-export and disclosure of the DOCUMENTATION or the SOFTWARE. Any export, re-export or disclosure of the DOCUMENTATION or the SOFTWARE shall be subject to the prior written consent of OPNET. Users shall not remove any Destination Control Notices provided by OPNET from the DOCUMENTATION or the SOFTWARE.

Destination Control Statement

The DOCUMENTATION and the OPNET SOFTWARE were manufactured in the United States by OPNET. The initial export of the DOCUMENTATION and the OPNET SOFTWARE from the United States, and any subsequent relocation or re-export to another country shall comply with the laws of the United States relating to the export of technical data, equipment, software, and know-how. Any diversion contrary to the laws of the United States is prohibited.