Licence Agreement and Limited Product Warranty Red Hat Linux 7.2 Standard Edition (Europe, Middle East, Africa)

Please read this document carefully before installing Red Hat® Linux®, any of its packages, or any software included with this product, on your computer. This document contains important information about your legal rights. By installing any or all of the software included with this product, you agree to the following terms and conditions.

GENERAL

As used herein, "EULA" means an end user licence agreement, and "Software Programs" means, collectively, the Linux Programs, the Loki Programs, and the Sun Programs, as each of those terms is defined herein.

Red Hat Linux is a modular operating system made up of hundreds of individual software components, each of which was written and copyrighted individually. Each component has its own applicable end user licence agreement. Throughout this document the components are referred to, individually and collectively, as the "Linux Programs." Most of the Linux Programs are licenced pursuant to a Linux EULA that permits you to copy, modify, and redistribute the software, in both source code and binary code forms. However, you must review the on–line documentation that accompanies each of the Linux Programs included in this product for the applicable Linux EULA. Review these Linux EULAs carefully, in order to understand your rights under them and to realise the maximum benefits available to you with Red Hat Linux. Nothing in this licence agreement limits your rights under, or grants you rights that supersede, the terms of any applicable Linux EULA.

The Loki Games CD includes software licenced to you from Loki Corporation (the "Loki Programs"). For the precise terms of the licence to you for the Loki Programs, please check the on-line documentation that accompanies them. If you do not agree to abide by the applicable Loki licence terms for the Loki Programs, then do not install them on your computer. If you wish to install the Loki Programs on more than one computer, please contact Loki to purchase additional licences.

The Star Office CD includes software licenced to you from Sun Microsystems, Inc., hereinafter, the "Sun Programs." For the precise terms of the licence to you for these Sun Programs, please check the on-line documentation that accompanies them or review the Star Office End User Binary Code licence posted at <u>www.redhat.com/licences</u>. If you do not agree to abide by the applicable licence terms for these Sun Programs, then do not install them on your computer.

Red Hat Linux itself is a collective work under U.S. copyright law.

BEFORE INSTALLATION

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING ANY OF THE SOFTWARE PROGRAMS. INSTALLING THE SOFTWARE PROGRAMS INDICATES YOUR ACCEPTANCE TO THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND OF THE END USER LICENCE AGREEMENT ASSOCIATED WITH THE SOFTWARE PROGRAM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT INSTALL THE SOFTWARE PROGRAMS.

THE SOFTWARE PROGRAMS, INCLUDING SOURCE CODE, DOCUMENTATION, APPEARANCE, STRUCTURE AND ORGANIZATION, ARE PROPRIETARY PRODUCTS OF RED HAT, INC. AND OTHERS AND ARE PROTECTED BY COPYRIGHT AND OTHER LAWS. TITLE TO THESE PROGRAMS, OR TO ANY COPY, MODIFICATION OR MERGED PORTION OF ANY OF THESE PROGRAMS, SHALL AT ALL TIMES REMAIN WITH THE AFOREMENTIONED, SUBJECT TO THE TERMS AND CONDITIONS OF THE APPLICABLE EULA RELATED TO THE SOFTWARE PROGRAMS UNDER CONSIDERATION.

THE "RED HAT" TRADEMARK AND RED HAT'S SHADOW MAN LOGO ARE REGISTERED TRADEMARKS OF RED HAT, INC. IN THE UNITED STATES AND OTHER COUNTRIES. WHILE THIS LICENCE AGREEMENT ALLOWS YOU TO COPY, MODIFY AND DISTRIBUTE THE SOFTWARE, IT DOES NOT PERMIT YOU TO DISTRIBUTE THE SOFTWARE UTILIZING RED HAT'S TRADEMARKS. YOU SHOULD READ THE INFORMATION FOUND AT www.redhat.com/about/corporate/trademark/ BEFORE DISTRIBUTING A COPY OF THE SOFTWARE, REGARDLESS OF WHETHER IT HAS BEEN MODIFIED.

CERTAIN LIMITED TECHNICAL SUPPORT SERVICES ACCOMPANY RED HAT LINUX. THE RIGHT TO USE THOSE TECHNICAL SUPPORT SERVICES ARE LIMITED TO THE ORIGINAL PURCHASE OF THE PRODUCT FROM EITHER RED HAT OR A RED HAT AUTHORIZED DISTRIBUTOR. WHILE YOU HAVE THE RIGHT TO TRANSFER YOUR COPY OF RED HAT LINUX TO ANOTHER PARTY, YOU MAY NOT TRANSFER THE RIGHT TO USE THOSE TECHNICAL SUPPORT SERVICES ONCE YOU HAVE ACTIVATED YOUR PRODUCT FOR SUPPORT. ANY ATTEMPT TO TRANSFER TECHNICAL SUPPORT SERVICES FOLLOWING ACTIVATION WILL RENDER YOUR RIGHT TO THE TECHNICAL SUPPORT SERVICES NULL AND VOID.

LIMITED WARRANTY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT OR IN AN EULA, THE SOFTWARE PROGRAMS ARE PROVIDED AND LICENCED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON–INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Red Hat, Inc. warrants that the media on which any of the Software Programs are furnished will be free from defects in materials and manufacture under normal use (i.e. use in your computer only and not for any other purpose whatsoever) for a period of 30 days from the date of delivery to you. Red Hat, Inc. does not warrant that the functions contained in the Software Programs will meet your requirements or that the operation of the Software Programs will be entirely error free or appear precisely as described in the accompanying documentation.

ANY WARRANTY OR REMEDY PROVIDED UNDER THIS AGREEMENT EXTENDS ONLY TO THE PARTY WHO PURCHASES RED HAT LINUX FROM RED HAT OR A RED HAT AUTHORIZED DISTRIBUTOR.

LIMITATION OF REMEDIES AND LIABILITY

To the maximum extent permitted by applicable law, the remedies described below are accepted by you as your only remedies, and shall be available to you only if you or your dealer registers this product with Red Hat, Inc. in accordance with the instructions provided with this product within ten days after delivery of the Software Programs to you.

Red Hat, Inc.'s entire liability, and your exclusive remedies, shall be: if the Software Programs media are defective, you may return them within 30 days of delivery to you along with a copy of your receipt and Red Hat, Inc., at its option, will replace them or refund the money paid by you for the Software Programs. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED**

HAT, INC. BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE PROGRAMS, EVEN IF RED HAT, INC. OR A DEALER AUTHORIZED BY RED HAT, INC. HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL

If any provision of this Agreement is held to be unenforceable, that shall not effect the enforceability of the remaining provisions. This Agreement shall be governed by English law and the parties submit to the non–exclusive jurisdiction of the English courts. In the event of any inconsistency or conflict between the English version and any translation of this Licence Agreement, the English version shall prevail.

Copyright © 2001 Red Hat, Inc. All rights reserved. "Red Hat" and the Red Hat "Shadow Man" logo are registered trademarks of Red Hat, Inc. "Linux" is a registered trademark of Linus Torvalds. All other trademarks are the property of their respective owners.