



Yellow Dog Linux License Agreement

Yellow Dog Linux™ is a collective work under United States copyright law. This Agreement governs the use of Yellow Dog Linux (YDL) and any updates thereto regardless of how YDL is delivered to the end user. Subject to the following terms, Fixstars Solutions, Inc. (Fixstars Solutions) grants to the end user (the Customer) a license to this collective work pursuant to the GNU General Public License, version 2.

1 Limitation of License

YDL is a modular operating system consisting of hundreds of software components and a separate license covers each component. A copy of the end-user license agreement for each component appears with the component's source code. With the exception of certain text and image files identified in Section 2 below, the license terms for the components permit the Customer to copy, modify, and redistribute the component in both source code and binary code forms. This agreement does not limit Customer's rights under, or grant to Customer rights that supersede, the license terms of any particular component.

2 Intellectual Property Rights

YDL, and each of its components, including the source code, documentation, trade dress, structure, and organization are owned by Fixstars Solutions and others and are protected under copyright and other laws. Title to YDL and any component, or to any copy, modification, or merged portion shall

remain with the aforementioned, subject to the applicable license. The Fixstars logo, "Yellow Dog Linux", and the Yellow Dog Linux logo are the registered trademarks of Fixstars Solutions in the U.S. and other countries.

This agreement does not permit Customer to distribute or re-distribute YDL using any of Fixstars Solutions' trademarks or trade dress. If Customer makes a commercial redistribution of YDL, unless a separate agreement with Fixstars Solutions' is executed or other permission granted, then Customer must modify any files and (or) directories identified as "kernel", "yellowdog-artwork", "yellowdog-logos", "yellowdog-release", "anaconda", or "initscripts" to remove all text and images containing Fixstars Solutions' trademarks. Merely deleting these files may corrupt YDL and render it unstable or inoperable.

3 Limited Warranty

Except as specifically stated in this Paragraph 3 or a license for a particular component, to the maximum extent permitted under applicable law, Fixstars Solutions provides and licenses YDL and the components "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement, or fitness for a particular purpose. Fixstars Solutions warrants that the media it uses to distribute YDL will be free from defects in materials and manufacture under normal use for a period

of 30 days from the date of delivery to Customer. Fixstars Solutions does not warrant that the functions contained in YDL will meet Customer's requirements or that the operation of YDL will be error free or appear precisely as described in the accompanying documentation. This warranty extends only to the party that purchases YDL from Fixstars Solutions or an authorized Fixstars Solutions reseller.

4 Limitation of Remedies and Liability

To the maximum extent permitted by applicable law, Fixstars Solutions' entire liability, and Customer's exclusive remedies, shall be as described below and Customer accepts them as its only remedies. (a) If the YDL distribution media is defective, Customer may return it within 30 days of delivery to Customer along with a copy of Customer's payment receipt and Fixstars Solutions, at its option, will replace it or refund the money paid by Customer for YDL. (b) Fixstars Solutions and its authorized reseller (if any) will not be liable to Customer for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use YDL, even if Fixstars Solutions or such reseller has been advised of the possibility of such damages. In no event shall Fixstars Solutions' liability under this agreement exceed the amount that Customer paid to Fixstars Solutions under this Agreement during the twelve months preceding the action.

5 Export Control

As required by U.S. law, Customer represents and warrants that it: (a)

understands that YDL is subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria); (c) will not export, re-export, or transfer YDL to any prohibited destination, entity, or individual without the necessary export license(s) or authorizations(s) from the U.S. Government; (d) will not use or transfer YDL for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license; (e) understands and agrees that if it is in the United States and exports or transfers YDL to eligible end users, it will, as required by EAR §740.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry & Security (BIS), which include the name and address (including country) of each transferee; and (f) understands that countries other than the United States may restrict the import, use, or export of encryption products and that it shall be solely responsible for compliance with any such import, use, or export restrictions.

6 Third Party Software

Fixstars Solutions may distribute third party software programs with YDL that are not a part of YDL. These third party programs are subject to their own license terms. The license terms either accompany the programs or can be viewed at the third party's principal web site. If Customer does not agree to abide by the applicable license

terms for such programs, then Customer may not install them. If Customer wishes to install the programs on more than one system or transfer the programs to another party, then Customer must contact the licensor of the programs to arrange for the appropriate license at Customer's own expense.

7 General

The parties also agree to the general terms and conditions set forth below.

7.1 Governing Law, Venue, and Limitations

This Agreement will be governed and interpreted under the laws of the state of Colorado in the United States of America without regard to its conflict of laws provisions, except that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply.

7.2 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

7.3 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

7.4 Restricted Rights

All copies of YDL provided to the United States Government pursuant to solicitations

issued on or after December 1, 1995 are provided with the commercial license rights and restrictions described elsewhere herein. All copies of YDL provided to the United States Government pursuant to solicitations issued prior to December 1, 1995 are provided with "Restricted Rights" as provided for in FAR, 48 CFR 52.227-14 (June, 1987) or DFAR, 48 CFR 252.227-7013 (October, 1988) as applicable.

7.5 Entire Agreement

Fixstars Solutions and Customer acknowledge that this Agreement supersedes and extinguishes all previous agreements and representations of, between, or on behalf of the parties with respect to its subject matter. This Agreement contains all of Fixstars Solutions' and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Fixstars Solutions nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representation not expressly set forth or referenced in this Agreement. Fixstars Solutions is deemed to have refused any different or additional provisions in purchase orders, quotations, sales acknowledgments, invoices, or similar documents, unless Fixstars Solutions affirmatively accepts such provisions in writing, and such refused provisions will be unenforceable.

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