Customer acknowledges and agrees that its use of Red Hat® Stronghold® Enterprise 4.0 is subject to the license Agreement and limited product warranty for Red Hat Stronghold Enterprise 4.0 (the "license"), set forth below.

LICENSE AGREEMENT AND LIMITED PRODUCT WARRANTY

RED HAT STRONGHOLD ENTERPRISE 4.0

Please read this document carefully before installing Red Hat® Stronghold® Enterprise 4.0 ("Stronghold"), 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 license agreement, and "Software Programs" means, collectively, the Stronghold Programs, as defined herein.

Stronghold is a secure web server made up of many of individual software components, each of which was individually written and copyrighted. Each component has its own applicable end user license agreement ("EULA"). Throughout this document the components are referred to, individually and collectively, as the "Stronghold Programs." The Stronghold Programs are individually licensed pursuant to EULAs that permit you to copy, modify, and redistribute the software, in both source code and binary code forms. Review these EULAs carefully, in order to understand your rights under them and to realize the maximum benefits available to you with Stronghold. Nothing in this license agreement limits your rights under, or grants you rights that supersede, the terms of any applicable EULA.

Stronghold itself is a collective work under U.S. Copyright Law. Red Hat grants you a license in this collective work pursuant to the GNU General Public License.

BEFORE INSTALLATION

CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING ANY OF THE SOFTWARE PROGRAMS. <u>INSTALLING THE SOFTWARE PROGRAMS INDICATES YOUR ACCEPTANCE TO THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND OF THE EULAS ASSOCIATED WITH THE SOFTWARE PROGRAMS.</u> 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 "STRONGHOLD" AND "RED HAT" TRADEMARKS AND RED HAT'S "SHADOWMAN" LOGO ARE REGISTERED TRADEMARKS OF RED HAT, INC. IN THE UNITED STATES AND OTHER COUNTRIES. WHILE THIS LICENSE 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 http://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 STRONGHOLD. 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 STRONGHOLD 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

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT OR IN A EULA, THE SOFTWARE PROGRAMS ARE PROVIDED AND LICENSED "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 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 STRONGHOLD 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. 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 affect the enforceability of the remaining provisions. This Agreement shall be governed by the laws of the State of North Carolina and of the United States, without regard to any conflict of laws provisions.

Copyright © 2002 Red Hat, Inc. All rights reserved. "Red Hat," "Stronghold" and the Red Hat "Shadowman" 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.