ORACLE LINUX LICENSE AGREEMENT

“We,” “us,” “our” and “Oracle” refers to Oracle America, Inc. “You” and “your” refers to the individual or entity that has acquired the Oracle Linux programs. “Oracle Linux programs” refers to the Linux software product which you have acquired. “License” refers to your right to use the Oracle Linux programs under the terms of this Agreement and the licenses referenced herein. This Agreement is governed by the substantive and procedural laws of the United States and the State of California and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement.

We are willing to provide a copy of the Oracle Linux programs to you only upon the condition that you accept all of the terms contained in this Agreement. Read the terms carefully and indicate your acceptance by either selecting the “Accept” button at the bottom of the page to confirm your acceptance, if you are downloading the Oracle Linux programs, or continuing to install the Oracle Linux programs, if you have received this Agreement during the installation process. If you are not willing to be bound by these terms, select the “Do Not Accept” button or discontinue the installation process.

1. Grant of Licenses to the Oracle Linux programs. Subject to the terms of this Agreement, Oracle grants to you a license to the Oracle Linux programs under the GNU General Public License version 2.0. The Oracle Linux programs contain many components developed by Oracle and various third parties. The license for each component is located in the licensing documentation and/or in the component's source code. In addition, a list of components may be delivered with the Oracle Linux programs and the Additional Oracle Linux programs (as defined below) or accessed online at http://oss.oracle.com/linux/legal/oracle-list.html. The source code for the Oracle Linux Programs and the Additional Oracle Linux programs can be found and accessed online at https://oss.oracle.com/sources/. This agreement does not limit, supersede or modify your rights under the license associated with any separately licensed individual component.

2. Licenses to Additional Oracle Linux programs. Certain third-party technology (collectively the “Additional Oracle Linux programs”) may be included on the same medium or as part of the download of Oracle Linux programs you receive, but is not part of the Oracle Linux programs. Each Additional Oracle Linux program is licensed solely under the terms of the Mozilla Public License, Apache License, Common Public License, GNU Lesser General Public License, Netscape Public License or similar license that is included with the relevant Additional Oracle Linux program.

3. Ownership. The Oracle Linux programs and their components and the Additional Oracle Linux programs are owned by Oracle or its licensors. Subject to the licenses granted and/or referenced herein, title to the Oracle Linux programs and their components and the Additional Oracle Linux programs remains with Oracle and/or its licensors.

4. Trademark License. You are permitted to distribute unmodified Oracle Linux programs or unmodified Additional Oracle Linux programs without removing the trademark(s) owned by
Oracle or its affiliates that are included in the unmodified Oracle Linux programs or unmodified Additional Oracle Linux programs (the “Oracle Linux trademarks”). You may only distribute modified Oracle Linux programs or modified Additional Oracle Linux programs if you remove relevant images containing the Oracle Linux trademarks. Certain files, identified in http://oss.oracle.com/linux/legal/oracle-list.html, include such trademarks. Do not delete these files, as deletion may corrupt the Oracle Linux programs or Additional Oracle Linux programs. You are not granted any other rights to Oracle Linux trademarks, and you acknowledge that you shall not gain any proprietary interest in the Oracle Linux trademarks. All goodwill arising out of use of the Oracle Linux trademarks shall inure to the benefit of Oracle or its affiliates. You may not use any trademarks owned by Oracle or its affiliates (including “ORACLE”) or potentially confusing variations (such as, “ORA”) as a part of your logo(s), product name(s), service name(s), company name, or domain name(s) even if such products, services or domains include, or are related to, the Oracle Linux programs or Additional Oracle Linux programs.

5. Limited Warranty. THE ORACLE LINUX PROGRAMS AND ADDITIONAL ORACLE LINUX PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE HUNDRED DOLLARS (U.S.).

7. No Technical Support. Our technical support organization will not provide technical support, phone support, or updates to you for the materials licensed under this Agreement. Technical support, if available, may be acquired from Oracle or its affiliates under a separate agreement.

8. Relationship Between the Parties. The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this Agreement shall be construed to limit either party’s right to independently develop or distribute programs that are functionally similar to the other party’s products, so long as proprietary information of the other party is not included in such programs.

9. Entire Agreement. You agree that this Agreement is the complete Agreement for the Oracle Linux programs and the Additional Oracle Linux programs, and this Agreement supersedes all prior or contemporaneous Agreements or representations. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. Neither the Uniform Computer Information Transactions Act nor the United Nations Convention on the International Sale of Goods applies to this agreement.
You can find a copy of the GNU General Public License version 2.0 in the “copying” or “license” file included with the Oracle Linux programs or here: http://oss.oracle.com/licenses/GPL-2.

OFFER TO PROVIDE SOURCE CODE

For software that you receive from Oracle in binary form that is licensed under an open source license that gives you the right to receive the source code for that binary, you can obtain a copy of the applicable source code from https://oss.oracle.com/sources/ or http://www.oracle.com/goto/opensourcecode. Alternatively, if the source code for the technology was not provided to you with the binary, you can also receive a copy of the source code on physical media by submitting a written request to:

Oracle America, Inc.
Attn: Associate General Counsel
Development and Engineering Legal
500 Oracle Parkway, 10th Floor
Redwood Shores, CA 94065

Or, you may send an email to Oracle using the form linked from http://www.oracle.com/goto/opensourcecode. Your written or emailed request should include:

- The name of the component or binary file(s) for which you are requesting the source code
- The name and version number of the Oracle product
- The date you received the Oracle product
- Your name
- Your company name (if applicable)
- Your return mailing address and email
- A telephone number in the event we need to reach you.

We may charge you a fee to cover the cost of physical media and processing. Your request must be sent (i) within three (3) years of the date you received the Oracle product that included the component or binary file(s) that are the subject of your request, or (ii) in the case of code licensed under the GPL v3, for as long as Oracle offers spare parts or customer support for that product model or version.

Last updated 24 March 2017