openSUSE:license

LICENSE AGREEMENT openSUSE(r) 42.2

This agreement governs your download, installation, or use of openSUSE 42.2 and its updates, regardless of the delivery mechanism. openSUSE 42.2 is a collective work under US Copyright Law. Subject to the following terms, The openSUSE Project grants to you a license to this collective work pursuant to the GNU General Public License version 2. By downloading, installing, or using openSUSE 42.2, you agree to the terms of this agreement.

openSUSE 42.2 is a modular Linux operating system consisting of hundreds of software components. The license agreement for each component is generally located in the component's source code. With the exception of certain files containing the "openSUSE" trademark discussed below, the license terms for the components permit you to copy and redistribute the component. With the potential exception of certain firmware files, the license terms for the components permit you to copy, modify, and redistribute the component, in both source code and binary code forms. This agreement does not limit your rights under, or grant you rights that supersede, the license terms of any particular component.

openSUSE 42.2 and each of its components, including the source code, documentation, appearance, structure, and organization, are copyrighted by The openSUSE Project and others and are protected under copyright and other laws. Title to openSUSE 42.2 and any component, or to any copy, will remain with the aforementioned or its licensors, subject to the applicable license. The "openSUSE" trademark is a trademark of SUSE, LLC. in the US and other countries and is used by permission. This agreement permits you to distribute unmodified or modified copies of openSUSE 42.2 using the "openSUSE" trademark on the condition that you follow The openSUSE Project's trademark guidelines located at http://en.opensuse.org/Legal. You must abide by these trademark guidelines when distributing openSUSE 42.2, regardless of whether openSUSE 42.2 has been modified.

Except as specifically stated in this agreement or a license for a particular component, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, OPENSUSE 42.2 AND THE COMPONENTS ARE PROVIDED AND LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. The openSUSE Project does not warrant that the functions contained in openSUSE 42.2 will meet your requirements or that the operation of openSUSE 42.2 will be entirely error free or appear precisely as described in the accompanying documentation. USE OF OPENSUSE 42.2 IS AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OPENSUSE PROJECT (AND ITS LICENSORS, SUBSIDIARIES, AND EMPLOYEES) WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST SAVINGS ARISING OUT OF THE USE OR INABILITY TO USE OPENSUSE 42.2, EVEN IF THE OPENSUSE PROJECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN A JURISDICTION THAT LIMITS THE EXCLUSION OR LIMITATION OF DAMAGES, THE OPENSUSE PROJECT'S (AND ITS LICENSORS', SUBSIDIARIES', AND EMPLOYEES') AGGREGATE LIABILITY IS LIMITED TO \$50US, OR IF SUCH A LIMITATION IS NOT ALLOWED, IS LIMITED TO THE MAXIMUM EXTENT ALLOWED.

You acknowledge that openSUSE 42.2 is subject to the U.S. Export Administration Regulations (the "EAR") and you agree to comply with the EAR.

You will not export or re-export openSUSE 42.2 directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who you know or have reason to know will utilize openSUSE 42.2 in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems, except as authorized by the relevant government agency by regulation or specific license; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. By downloading or using openSUSE 42.2, you are agreeing to the foregoing and you are representing and warranting that You are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you are responsible for complying with any local laws in Your jurisdiction which may impact Your right to import, export or use openSUSE 42.2. Please consult the Bureau of Industry and Security web page www.bis.doc.gov before exporting items subject to the EAR. It is your responsibility to obtain any necessary export approvals.

If any provision of this agreement is held to be unenforceable, that will not affect the enforceability of the remaining provisions. This agreement will be governed by the laws of the State of Utah and of the US, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods will not apply. This agreement sets forth the entire understanding and agreement between you and The openSUSE Project regarding its subject matter and may be amended only in a writing signed by both parties. No waiver of any right under this agreement will be effective unless in writing, signed by a duly authorized representative of the party to be bound. No waiver of any past or present right arising from any breach or failure to perform will be deemed to be a waiver of any future right arising under this agreement. Use, duplication, or disclosure by the U.S. Government is subject to the restrictions in FAR 52.227-14 (Dec 2007) Alternate III (Dec 2007), FAR 52.227-19 (Dec 2007), or DFARS 252.227-7013(b)(3) (Nov 1995), or applicable successor clauses.

Copyright (c) 2008-2016 The openSUSE Project. All rights reserved. "SUSE" and "openSUSE" are registered trademarks of SUSE LLC, or its affiliates, which founded, sponsors, and is designated by, The openSUSE Project. "Linux" is a registered trademark of Linus Torvalds. All other trademarks are the property of their respective owners.