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Red Hat has always been fully supportive of open source rights with regard to copyrights and demonstrates that support by releasing the software we develop under open source licenses. This document is designed to provide guidance on how the software developed and marketed by Red Hat may be copied, modified and marketed by others, with particular emphasis regarding appropriate use of the Red Hat trademarks.

A BRIEF INTRODUCTION TO COPYRIGHT AND TRADEMARK LAW AS THEY RELATE TO SOFTWARE

The guidelines in this document are based on United States law. Although many countries follow the same principles discussed below, the laws of other countries may also differ on some points.

COPYRIGHT

Copyright law protects the expression of an idea. When Red Hat develops new software, it owns the copyright in the software. Red Hat® Enterprise Linux® consists of hundreds of software modules, some developed by Red Hat and many developed by other members of the open source community. Those authors hold the copyrights in the modules or code they developed.

At the same time, the combined body of work that constitutes Red Hat® Enterprise Linux® is a collective work which has been organized by Red Hat, and Red Hat holds the copyright in that collective work. Red Hat then permits others to copy, modify and redistribute the collective work. To grant this permission Red Hat usually uses the GNU General Public License ("GPL") version 2 and Red Hat's own End User License Agreement. Although software licensed under the GPL is "open source software," Red Hat retains ownership of the copyright in its collective work. If someone violates the GPL regarding that collective work, only Red Hat, as the copyright owner and licensor of that collective work, has legal authority to enforce the GPL against the violator. Although Red Hat "owns" the collective work, in licensing it under the GPL, Red Hat grants broad rights in the collective work to others. Neither the GPL nor Red Hat's End User License Agreement grant any right to use Red Hat's trademarks in the redistribution of the collective work.

PROTECTION OF TRADEMARKS

Under trademark law, owners of trademarks who use their trademarks improperly or who fail to police the use of their trademarks by others may lose their rights in those trademarks. For instance, now-common words such as “zipper” and “elevator” were trademarks at one time. Their owners allowed the marks to be widely known and used as generic names for the associated products, and, as a result, all trademark protection was lost. Some examples of trademarks that are protected by their owners at great lengths today from such “genericide” include Kleenex® brand facial tissues, Band-Aid® brand bandages and Xerox® brand photocopiers.

In addition to monitoring the use of trademarks by others, policing also requires maintaining control over the nature and quality of the goods and services that are marketed under the trademarks. Red Hat has registered the trademarks Red Hat® and the Red Hat “Shadowman” logo in the United States Patent and Trademark Office. We have also registered those marks in many other countries around the world, have filed applications to register the marks in still other countries, and we will continue to aggressively register our trademarks in countries where we do business. Our unregistered trademarks are also protected under trademark law. Unregistered trademarks of Red Hat include, but are not limited to, RPM™, Powertools™, Maximum RPM™ and Official Red Hat Linux™.

“FAIR USE” OF TRADEMARKS

Although a trademark owner should take action to police the use of its trademarks by others, it cannot prevent others from using its trademarks under all circumstances. For instance, a company may refer to the trademarks of competing products in marketing its own products. As an example, Burger King might choose to state in advertisements that “Burger King® french fries were preferred over McDonald’s® french fries in a taste test.” Although McDonald’s® is a trademark of McDonald’s Corporation, Burger King could mention it in its marketing in this fashion so long as the statement is truthful and not misleading, does not imply an improper association with or sponsorship by McDonald’s and otherwise complies with applicable laws.

A key element in evaluating whether the use of someone else’s trademark is acceptable is whether the use is likely to cause confusion in the marketplace as to the source or

sponsorship of a product. Burger King’s use of “McDonald’s®” in the statement above is not likely to lead consumers to believe that Burger King® french fries are a product of McDonald’s or that Burger King® french fries emanate from or are sponsored or approved by McDonald’s Corporation.

USE OF RED HAT TRADEMARKS

It occasionally comes to our attention that some companies or individuals are producing CD-ROM and other products that contain the software which Red Hat distributes as Red Hat® Enterprise Linux®. Although they are entitled to do this under the GPL and other applicable licenses, they do not have the right to use the name or brand their products “Red Hat,” or to use the Red Hat trademarks in any way on their products or in related advertising, except under certain limited circumstances (See the sections entitled “Fair Use of Trademarks” and “Publishing And Marketing Red Hat® Enterprise Linux® That Has Been Modified”). Doing so would cause confusion among the customers who purchase those products, because they may believe they are purchasing a product produced or sponsored by Red Hat, Inc. but, in reality, it is a product of another company altogether.

To address this issue, we have developed the following guidelines for the use of our trademarks. These guidelines are designed to serve both consumers of open source products, to ensure that they know the source of the products they purchase, and publishers of open source products, so that they can avoid improperly generating confusion in the marketplace.

A. USE OF THE BRAND “RED HAT”

Red Hat® is a registered trademark of Red Hat, Inc. and may be used only with Red Hat Inc.’s express written permission. You may not use “Red Hat” or any confusingly similar mark as a trademark for your product, or use “Red Hat” in any other manner that might cause confusion in the marketplace, including in advertising, on auction sites, or on software or hardware. The only way to obtain permission to use Red Hat’s trademark is by entering into a written license agreement with Red Hat, Inc., signed by both Red Hat and the licensee or by qualifying under or complying with the “Trademark Permissions” set forth in these Guidelines. Absolutely no exceptions. If you



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B. USE OF THE RED HAT "SHADOWMAN" LOGO

The Red Hat "Shadowman" logo is also a registered trademark of Red Hat, Inc. It may not be used on any products without Red Hat's express written permission. The only way to obtain permission to use Red Hat's "Shadowman" logo is by entering into a written license agreement with Red Hat, Inc., signed by both Red Hat and the licensee or by qualifying under or complying with the "Trademark Permissions" set forth in these Guidelines. Absolutely no exceptions. If you are a publisher of software, books, t-shirts or any other products, you may not use the Red Hat "Shadowman" logo unless you have entered into a written agreement with Red Hat that allows you to do so or you qualify for use under the "Trademark Permissions." If you are a consumer of a product that contains the Red Hat "Shadowman" logo, and you believe it is not an official product of Red Hat, Inc., please bring it to our attention by contacting Legal Affairs, 1801 Varsity Drive, Raleigh, NC 27606.

C. "PLAYS ON WORDS" AND OTHER ACTIONS THAT MAY CAUSE CONFUSION ARE ALSO PROHIBITED

There is no connection between the words "Red Hat" and Linux-based computer software, products and services other than the association created by the Red Hat® brand of Linux-based products and services. Red Hat, Inc. has created this association by spending time and money to establish goodwill in its products, services and trademarks. As a result, you may not use the words "Red Hat" (together or individually), words with similar connotations or pronunciations, translations of those words, or other words that may cause confusion in the market as a trademark for your products. Some examples of prohibited uses include, but are not limited to, "Red Cap" Linux, "Sombrero Rojo" ("Red Hat" translated into Spanish) Linux, "Redd Hatte" Linux, "RH" Linux, and "Green Hat" Linux.

THE RELATIONSHIP BETWEEN RED HAT'S TRADEMARKS AND OUR RED HAT® ENTERPRISE LINUX® SOFTWARE

Red Hat® Enterprise Linux® is a collection of many different software programs, developed both by Red Hat and other members of the open source community, which we gather and build to create "Red Hat® Enterprise Linux®." All software programs included in Red Hat® Enterprise Linux® are PGP or GPG signed, or otherwise authenticated, by Red Hat to indicate that Red Hat built them.

We make Red Hat® Enterprise Linux® available via software products on CD-ROM as well as free download on the Internet through our ftp site and other authorized electronic download sites. We give each new release a version number, which is usually expressed in the format "Red Hat® Enterprise Linux® X.X." As of February 2005, the most recent version number is Red Hat® Enterprise Linux® 4. As a licensee under the GPL and other applicable licenses, you have the right to make changes to Red Hat® Enterprise Linux® software and can market and distribute those changes according to the terms of the license. Those changes may include making modifications to certain portions of the software, adding new components that were not included by Red Hat, or removing components that were included by Red Hat. However, you may not call or brand your resulting product "Red Hat"; or use any Red Hat trademarks on your product or in any related advertising in any way. Once you have made changes to the software, it is no longer the same as the original, and as a result, it is inappropriate to name it or brand it as though it is.

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As a licensee under the GPL and other applicable copyright licenses, you may replicate the software contained in Red Hat® Linux® or Red Hat® Enterprise Linux®, whether downloaded from an FTP site or other electronic download site or copied from a CD originally produced by Red Hat, and may market the replicated product in accordance with the terms of the copyright licenses. However, it would be confusing to consumers if you identify such a replicated product as Red Hat® Enterprise Linux®. If you do not qualify under and comply with the “Trademark Permissions” but want to produce and market copies of Red Hat® Linux® or Red Hat® Enterprise Linux® software, as it is developed and released by Red Hat without modification, you may do so, provided you strictly follow these guidelines:

- A. You must comply with all applicable copyright licenses for the software and the guidelines in this document.
- B. You may not name or brand your product “Red Hat Linux,” “Red Hat Enterprise Linux,” or use the Red Hat trademarks in any way, either on your product or in advertising. You must use a different trademark for your product that will not cause confusion with the trademarks of Red Hat or another party, will not indicate or imply that your product originates from or is sponsored or approved by Red Hat, and which otherwise complies with applicable trademark laws. Please also refer to the guidelines for use of the brand “Red Hat” and for plays on the words “Red Hat.”
- C. You may not state that your product “contains Red Hat Linux X.X.” or “Red Hat Enterprise Linux X.X.” This would amount to impermissible use of Red Hat’s trademarks. You may resell the boxed version of your software that you purchased from Red Hat so long as you sell the original discs and documentation included with the boxed version. However, if you have registered the product with Red Hat for purposes of obtaining support services, you may not transfer your right in those support services, and you must advise the purchaser that they are not receiving support services.

- D. You must modify the files identified as REDHAT-LOGOS and ANACONDA-IMAGES so as to remove all use of images containing the “Red Hat” trademark or Red Hat’s Shadowman logo. Note that mere deletion of these files may corrupt the software.

NOTE: The software contained on the Linux Application CDs that may be contained in our boxed product include some proprietary products. If you wish to distribute any of that proprietary application software, you must obtain a license to do so from the owner of that proprietary application software. Please do not copy any proprietary application software contained on the Linux Application CD unless the license for that software permits you to do so or you have obtained a separate license from the owner of the proprietary application software.

EXAMPLE AND FAQ

Janet Smith decides to download Red Hat® Enterprise Linux® 4 from Red Hat’s ftp site. She makes no modifications to the software and manufactures CDs containing Red Hat® Enterprise Linux® 4 and no other software. She wants to market her CDs.

Q: Can she sell the CDs?

A: Yes, provided she follows the guidelines stated in this document, the applicable license agreements for the software, and provided she abides by all other applicable laws.

Q: Can she call or brand her product “Red Hat Enterprise Linux”?

A: No, not unless she has received express permission from Red Hat either in writing or by qualifying and complying with the “Trademark Permissions”. Such unpermitted use would be an infringement of the Red Hat® trademark and would cause confusion in the market among consumers as to the source of the product.



Q: Janet decides to brand her product “Smith Linux.” On her product packaging, she prints “Smith Linux” in the upper left corner in a large typeface. In the middle of the product, she prints in a smaller typeface “Contains Red Hat Enterprise Linux 4.” Is this acceptable?

A: No. Such use of “Red Hat Enterprise Linux” violates the guidelines regarding Red Hat’s trademarks and is likely to cause confusion in the market.

Q: Can Red Hat determine what price Janet charges for her product?

A: No. Janet may charge any price she wishes, including a price substantially less than the prices charged by Red Hat for its CD-ROM products.

PUBLISHING AND MARKETING RED HAT® LINUX® OR RED HAT® ENTERPRISE LINUX® SOFTWARE THAT HAS BEEN MODIFIED

As a licensee under the GPL and other applicable licenses, you may make modifications to the software contained in Red Hat® Linux® or Red Hat® Enterprise Linux® and may market the revised product in accordance with the terms of the licenses. In order to do this, you must follow these guidelines:

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- B. You may not name or brand your product “Red Hat,” or use the Red Hat trademarks in any way, either on your product or in related advertising. You must use a different trademark for your product that will not cause confusion with the trademarks of Red Hat, will not indicate or imply that your product originates from or is sponsored or approved by Red Hat, and which otherwise complies with applicable trademark laws. Please also refer to the guidelines for use of the brand “Red Hat” and for plays on the words “Red Hat.”
- C. You may not state that your product “contains “Red Hat® Linux® X.X.” or “Red Hat® Enterprise Linux® X.X.” This would amount to impermissible use of Red Hat’s trademarks. You may resell the boxed version of your software that you purchased from Red Hat so long as you sell the original discs and documentation included

with the boxed version. However, if you have registered the product with Red Hat for purposes of obtaining support services, you may not transfer your right in those support services, and you must advise the purchaser that they are not receiving support services.

- D. You must modify the files identified as REDHAT-LOGOS and ANACONDA-IMAGES so as to remove all use of images containing the “Red Hat” trademark or Red Hat’s Shadowman logo. Note that mere deletion of these files may corrupt the software.

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CONCLUSION

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