

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

Daniel Wallace,

Plaintiff,

v.

Civil Complaint No. 1:05-cv-0678-SEB-VSS

INTERNATIONAL BUSINESS MACHINES CORPORATION;

RED HAT INC.;

NOVELL, INC.,

Defendants.

AFFIDAVIT

Plaintiff Daniel Wallace swears based upon personal knowledge and belief and under penalty of perjury that:

The [H.I.] document is a true and accurate hardcopy of the file EULA found on the CD media labeled *Red Hat Linux 9 Source Code CD*.



Dated: June 30, 2005.

Daniel Wallace, affiant.
P.O. Box 572
New Palestine, IN.
317-861-6415

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