



## RED HAT ENTERPRISE AGREEMENT 红帽企业协议

## PEOPLE'S REPUBLIC OF CHINA 中华人民共和国

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM RED HAT. BY USING RED HAT SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE RED HAT SOFTWARE OR SERVICES. This Agreement incorporates those appendices at the end of this Agreement.

This Red Hat Enterprise Agreement, including all referenced appendices and documents located at URLs (the "Agreement"), is between Red Hat Software (Beijing) Co. Ltd ("Red Hat") and the purchaser or user of Red Hat software and services who accepts the terms of this Agreement ("Client"). The effective date of this Agreement ("Effective Date") is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Red Hat's software or services.

### 1. Scope of Agreement

**1.1 Framework.** This Agreement establishes a framework that will enable Red Hat to provide Software and Services to Client. "Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat. The specific services (the "Services") and/or Software that Red Hat will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Red Hat, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an order placed by Client through Red Hat's online store accessible from a Red Hat website. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Software and Services unless

在购买和/或使用来自红帽软件或服务之前，请先仔细阅读本协议。客户一旦使用红帽软件或服务，即表示“客户”同意并接受本协议，以及承认其已阅读并理解了本协议。如阁下系代表某机构行事，则表示阁下有权代表该机构签署本协议。如“客户”不接受本协议的条款，则请勿使用红帽的软件与服务。本协议末尾并入了所适用附件。

本《红帽企业协议》，包括所有文件末尾附加的附件和网址中的所有文件（以下简称本“协议”）由红帽软件（北京）有限公司（以下简称“红帽”）和同意接受本协议条款的红帽软件及服务的买方或使用人（以下简称“客户”）签订。本协议的生效日期（“生效日”）为客户签署或接受本协议之日，或客户使用红帽软件或服务之日（以其中较早发生之日为准）。

### 1. 协议范围

**1.1 框架** 本协议旨在为红帽向客户提供软件和服务构建一个框架。“软件”系指由红帽提供的“Red Hat Enterprise Linux”软件、“JBoss Enterprise Middleware”软件和其他冠以红帽、其关联机构和/或第三方品牌的软件程序，包括它们所有的修订、补充或扩充内容。红帽将提供给客户的具体服务（下称“服务”）和/或软件，将由双方签订的或红帽公司承认的订购表规定，该订购表根据需要可能包括以下内容：（a）一个或多个双方同意的订购表、工作说明、工作指令或类似的交易文件；或（b）客户通过红帽网站上的红帽网上商店而下的订单。双方同意：除非双方另有书面约定，本协议的条款将约束客户的所有软件和服务的购买及使用行为。

otherwise agreed by the parties in writing.

**1.2 Affiliates.** Red Hat and Client agree that Affiliates of Client may acquire Software and Services from Red Hat or its Affiliates by entering an Order Form with Red Hat (or a Red Hat Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

**1.3 Business Partners.** Red Hat has entered into agreements with other organizations ("Business Partners") to promote, market and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Red Hat confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Red Hat is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

## 2. Obligations of the Parties

**2.1 On-Site Obligations.** If Red Hat personnel are working on Client's premises (a) Client will provide a safe and secure working environment for Red Hat personnel, and (b) Red Hat will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Red Hat is notified in writing by Client in advance.

**2.2 Changes to Work and Delays.** Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

**2.3 Assistance.** Client may provide Red Hat access to Client information, systems, and software ("Client Information"), and resources such as workspace, network access, and telephone connections as reasonably required by Red Hat in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat may affect Red Hat's ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat will be relieved from providing any Services dependent upon such access. Client will obtain any third party

**1.2 关联机构** 红帽和客户同意，客户的关联机构可与红帽或其关联机构签订内容包括本协议条款和条件的一项订购表，以从红帽或其关联机构获得红帽的软件和服务。双方确认，本协议的条款可能在某个特定的订购表有所变更（例如，为反映其它地区不同的征税和/或法律制度）。“关联机构”系指某个实体，拥有或控制一方，或被一方拥有或控制，或与一方共同被他人拥有或控制。其中，“控制”一词系指直接或间接地拥有权力，领导某实体的管理和政策或左右其方向，无论是这种权力是通过拥有具投票权的票证还是以合同或其它方式实现。

**1.3 业务伙伴** 红帽已与其它机构（以下称“业务伙伴”）签署了协议以促销、营销并支持某些软件和服务。当客户通过某个业务伙伴购买软件和服务时，红帽确认其负责按照本协议的条款提供软件和服务。红帽对以下事项不承担责任：（a）业务伙伴的行为；（b）业务伙伴对客户的额外义务；或（c）业务伙伴根据其与客户之间的另行签署的协议向客户所提供的任何产品或服务。

## 2. 双方的义务

**2.1 现场义务** 如果红帽的人员在客户的办公场所工作，（a）客户将向红帽的人员提供一个安全的工作环境；并且（b）红帽将遵守适用于客户员工的所有合理的工作场所安全和保安标准和政策，这些标准和政策客户事先已经书面通知了红帽。

**2.2 工作变更和延误** 对服务的变更仅应通过双方签署的书面变更单进行。如果：（a）客户未能及时履行一项订购表规定的义务，且这种未能履行对提供服务造成不利影响；或（b）非任何一方所能合理控制的事件导致延误或影响了红帽履行其一项订购表义务的能力，红帽将有权获得适当的救济，包括调整相关服务交付的时间。

**2.3 协助** 客户可以向红帽提供获取客户信息、系统和软件（下称“客户信息”）的渠道以及红帽为提供服务合理要求的工作场所、上网和电话连接等资源。客户理解并同意：（a）提供给红帽的任何客户信息的完整性、准确性以及所能获得信息的程度可能影响红帽提供服务的能力；并且（b）如果不能提供合理获取客户信息的渠道，红帽依靠获得这些信息方能提供的服务将被免除。客户应取得任何第三方的必要同意以准予红帽获得由第三方拥有所有权或控制的客户信息，或在披露时需受其它限制的客户信息。

consents necessary to grant Red Hat access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

### 3. Payment

**3.1 Fees and Expenses.** Fees for the Services (the "Fees") will be identified in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in Renminbi, must be paid in Renminbi, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. Client agrees to pay Red Hat the applicable Fees for each Unit. "Unit" is the measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. "Subscription Services" mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

### 3.2 Invoices

**3.2.1** If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. Red Hat reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

**3.2.2** If Client is paying by credit card, Client (a) authorizes Red Hat to charge Client's credit card for the Services and for the amount due at the time of renewal of Subscription Services, and (b) agrees to provide updated credit card information to Red Hat for renewal purposes.

**3.3 Taxes.** All Fees are exclusive of Taxes. Client will pay Red Hat an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Red Hat. "Taxes" means any form of sales, business, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Red Hat. If Client is required to withhold or deduct any portion of the payments due to Red Hat, Client will increase the sum

### 3. 付款

**3.1** 费用与开销 服务的各项费用（下称“服务费”）将在订购表中规定并且：（a）在红帽接受一项订购表时应支付，或者，在续展时，应在续展期开始时支付；并且（b）应按照第3.2条的规定支付。服务费均以人民币表述，必须使用人民币支付，且除非双方另有书面约定，其不含实际支出费用或运输费用。红帽因履行服务而发生的所有合理开销，客户将给予报销。客户同意向红帽支付每一单元所适用的服务费。“单元”是对所适用的订购表中定义的软件或服务使用的计量单位。订购服务的任何续展价格应为所适用的订购表中列出的与每一单元相同的价格。“订购服务”是指在一定期限内的对一特定范围服务的有偿购买。订购

### 3.2 账单

**3.2.1** 如果客户希望就服务费的支付订立信用条款，客户将与红帽合理合作建立并定期重新确认客户的信誉。如果向客户提供了信用条款，红帽将在接受所适用的订购表或接受任何将来的订单时向客户开具服务费账单。除非订购表另有规定并经红帽批准信用条款，客户须在每个账单日后三十（30）天内支付服务费和开销（如有的话），但是，专业服务、培训、培训信用和其它服务信用的服务费应在交付服务前支付。除非本协议另有规定，客户按本协议支付的一切款项概不退还。如果账单日后三十（30）天内仍未收到实际付款，红帽保留暂停或取消提供所有或部分服务和（或）变更其信用条款的权利。

**3.2.2** 如果客户用信用卡付款，客户（a）授权红帽从信用卡上收取订购服务费用，并在续展订购服务时，收取相应的应付款项，并且（b）同意为续展的目的向红帽提供更新的信用卡信息。

**3.3** 税务 所有服务费均不含税费。客户将向红帽支付一笔款项，金额相等于红帽因本协议或相关的订购表而产生或与之相关而实际已付或应付的各项税费。税费系指任何形式的销售税、营业税、使用税、增值税或其它形式的税负以及任何任何罚款、罚金、追加费用或利息，但不包括纯粹针对红帽净收入的征税。如果客户需从给红帽的应付款中预提或扣缴任何金额，则客户应随即补足其应付款的金额，保证红帽所收款额相等于客户未做任何预提或扣缴的情况下红帽原应获得的金额。

payable to Red Hat by the amount necessary so that Red Hat receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

#### 4. License and Ownership

**4.1 Software.** Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.

**4.2 Freedom to Use Ideas.** Subject to Section 9 and Client's rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Red Hat, without an obligation to account, in any way Red Hat deems appropriate, including by or for itself or its clients or customers.

**4.3 Marks.** Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Red Hat or Red Hat Affiliate trademarks.

#### 5. Reporting and Inspection

**5.1 Reporting.** Client will notify Red Hat (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of the invoice.

**5.2 Inspection.** During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Red Hat for the applicable Services provided with respect to the underreported Units. If Client underreports the number of Units utilized by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Red Hat for the cost of such inspection.

#### 6. Term and Termination

#### 4. 许可及所有权

**4.1 软件** 每一种软件均受一个许可授权或最终用户许可协议约束，这些许可条款包含或被引用用于本协议附件或所适用的订购表中。

**4.2 使用创意的自由** 在遵定本协议第9条以及客户对客户信息的权利的前提下，即使本协议或一项订购表中存在与本款内容相反的规定，订购表期间开发的一切创意、方法、概念、专有技术、结构、技巧、发明、研发成果、程序、发现、改进和其它信息材料，红帽均有权以其认为合理的方式使用，包括由或为红帽，或为其客户或用户使用，而无需说明任何理由。

**4.3 商标** 除订购表中明确规定的情况外，本协议不会向任何人授予任何明示或暗示的权利或许可，允许其使用红帽、其关联机构、客户或第三方的任何商号、服务标志或商标，包括但不限于利用红帽、其关联机构的任何商标经销软件。

#### 5. 报告及检查制度

**5.1 报告** 客户使用的软件或服务的单元的实际数量一旦超出客户实际已付服务费所含单元的数量，客户将及时通知红帽（或销售软件或服务给客户的业务伙伴）。客户应在通知中列明额外增加的单元数量以及它们最初投入使用的日期。红帽（或业务伙伴）将根据额外单元发生的服务向客户开具账单，客户应在账单日后三十（30）天内为该等服务付费。

**5.2 检查** 本协议期间以及本协议之后一（1）年之内，红帽或其指定的代理人有权对客户的设施和记录进行检查，以确定客户是否遵守本协议。检查工作只限在客户正常的工作时间进行，且红帽必须提前至少十（10）日事先给予书面通知。如发现任何不符合本协议要求的情形（包括少报的任何软件或服务的单元数量），红帽将书面告知客户，客户自收到通知之日起，须在十五（15）天内根据就其少报的单元发生的服务，向红帽付款。客户少报的使用单元数量超过客户已付款单元数量的百分之五（5%）的，还须承担红帽进行上述检查工作的费用。

#### 6. 期限和终止

**6.1 Term and Termination of Agreement.** The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form; and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

## **6.2 Term and Termination of Order Form**

**6.2.1** The term of an Order Form begins on the date the Order Form is executed ("Order Form Effective Date") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.

**6.2.2** If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat, in the event either party terminates an Order Form, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Service) for all Services provided up to the effective date of termination.

**6.3 Survival.** If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 12, 13.1, and 13.5-13.14 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

## **7. Continuing Business**

Nothing in this Agreement will preclude or limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

**6.1** 协议的期限与终止 本协议的期限于生效日开始, 并于向另一方发出书面终止通知后的第九十 (90) 日终止。任何订购表均不因本协议的终止而终止; 且本协议的条款和条件对本协议终止时有效的订购表在为确保此等订购表有效的范围内继续全面有效, 直到相关的订购表期满或按照本协议第 6.2 条的规定终止。

## **6.2 订购表的期限和终止:**

**6.2.1** 订购表的期限开始于订购表签署之日 (以下称“订购表生效日”) 并持续至订购表中规定的期限。此后, 订购服务的期限将自动连续续展, 每次期限为一 (1) 年, 除非任何一方在下次续展期开始前至少六十 (60) 天书面通知对方其无意续展。客户必须在订购表中规定的期限或在订购表生效日起一 (1) 年内 (取两者中时间较短的日期) 使用订购表中规定的任何其它服务; 如果不使用, 该服务将被没收。

**6.2.2** 如果客户或红帽严重违反一项订购表的条款, 而且在向违约方发出书面违约通知后三十 (30) 天内, 违约方仍未能纠正或补救其违约行为, 则另一方可以在向违约方发出书面终止通知后, 终止相关的订购表和/或本协议。但是, 违反本协议第 9 条的情形不需要任何补救期。终止任何一项订购表, 并不终止其它的订购表或本协议, 除非书面终止通知中另有规定。下列规定不影响红帽的任何权利或救济: 如果任何一方终止一项订购表, 客户应为截至终止日已提供的全部服务向红帽 (或销售软件或服务给客户的业务伙伴) 付费红。

**6.3** 继续有效 本协议或一项订购表无论因何故终止, 本协议第 3、4、5.2、6.3、7、8、9、10.2、12、13.1 和 13.5~13.14 条的规定 (以上规定已并入每一份订购表中), 在终止后仍继续有效。

## **7. 继续经营**

本协议并无任何内容将妨碍或限制红帽为自身或其他客户提供任何软件、材料或服务, 无论这些软件、材料或服务是否与可能提供给客户的内容相类似。第 9 条的保密条款不禁止或限制任何一方开发、使用或营销与另一方相似或相竞争的产品或服务的权利; 但是, 任何一方均不得免除其在本协议下的义务。

## 8. Limitation of Liability and Disclaimer of Damages

**8.1 Limitation of Liability.** FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT RECEIVED BY RED HAT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

**8.2 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL RED HAT (OR ITS AFFILIATES) BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

## 9. Confidentiality

**9.1 Obligations.** During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Red Hat or Client ("Disclosing Party") to the other party ("Recipient") during the term of this

## 8. 责任限制以及否认损害赔偿的声明

**8.1 责任限制** 在任何情况下，红帽和其关联机构因本协议和一切订购表而产生的或与之相关的全部和累积的责任（包括但不限于因履行或未履行任何义务而产生的责任），无论其诉因如何，亦不管责任是否基于合同、侵权（包括但不限于疏忽）还是定法或其它原因而引起，都仅限于直接损害赔偿金，而且其数额不得超过红帽在最先引发责任的事件出现前的十二（12）个月期间，根据引发责任的最相关订购文件下的特定项目（无论是软件、服务还是其它）已收到的款额。

**8.2 否认损害赔偿的声明** 即使本协议或一项订购表存在任何与本款内容相反的规定，在任何情况下，红帽（或其关联机构）均无需对客户或客户的关联机构承担直接损害赔偿以外的损害赔偿赔偿责任，包括但不限于：任何附随的、因后果而产生的、特殊的、间接的、惩罚或惩戒性的损害赔偿金（无论其是由于侵权、合同或其它原因而引起）；由于或有关任何故障、不符合规定、延误、数据丢失、利润损失、储蓄损失、服务中断、业务或预期利润的损失而产生的损害赔偿金，即使红帽或其关联机构事先已被告知有可能发生这类损失。即使本协议中规定的唯一救济未能达到其基本目的，也应限制或排除这些损害赔偿赔偿责任。

## 9. 保密

**9.1 义务** 在本协议期间，双方同意：(i) 只按照本协议的条款和条件使用保密信息；(ii) 各方将将与保护自己的保密信息同样程度的注意保护保密信息，但是在任何情况下，不得低于合理的注意程度；并且 (iii) 保密信息仅对有必要知悉保密信息的员工、代理人和承包人及其审计人员和法律顾问披露，在这些情况下，上述人员书面承诺以对此类信息保密且其采用的有关保密性的标准不低于本协议中的要求。双方同意，在特定保密信息初次披露后两（2）年内，保密义务将继续有效。“保密信息”是指在本协议期间，由红帽或客户（下称“披露方”）向对方（下称“接受方”）披露的所有信息，无论该信息是否 (i) 标明应保密或 (ii) 被口头披露并在披露时说明应保密且在口头披露后三十（30）天内以书面规定应保密，并送交接受方。

Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

**9.2 Exclusions.** Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

## 10. Representations and Warranties

**10.1 General Representations and Warranties.** Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

**10.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY RED HAT "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, CLIENT'S EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION.**

**9.2 除外规定** 保密信息不包括以下信息：(i) 当时或后来未违反本协议而为公众获得的信息，或由没有保密义务的披露方披露的信息；(ii) 在披露方披露时已为接受方所知的信息；(iii) 由接受方未使用保密信息独立开发的信息；(iv) 接受方从具有披露信息合法权利的来源不受限制地合法了解或获得的信息；(v) 在接受方经营过程中由具有一般技能的当事人普遍了解或很容易确定的信息；或(vi) 根据一项开放源许可获得许可的目标码或源码形式的软件密码信息。不禁止接受方遵守适用法律强制规定的披露，如果，在合理可行并且没有违反任何法定或监管要求，接受方对该等披露要求事先向披露方发出通知。

## 10. 声明和保证

**10.1 一般声明与保证** 红帽特此声明并保证：(a) 服务保证由合格人员以专业而熟练的方式提供；(b) 红帽有权与客户签订本协议；(c) 就红帽所知，红帽品牌软件在交付客户时不包含旨在损害或破坏软件的恶意的或隐藏的机制或代码。

**10.2 否认保证的声明** 除本第 10.1 条明确规定的情形或第三方销售商另立协议向客户直接承诺的之外，服务、软件以及任何硬件均由红帽以“现状”条件提供，并不附带任何保证或条件，包括有关任何商业适销性、不侵权或适用于某特定目的的任何暗示保证。红帽不担保也不保证：对服务、软件或硬件的使用不会发生中断，对服务、软件或硬件的使用符合监管要求，对服务、软件或硬件的使用不出现错误，以及红帽将修正所有软件错误。若出现对 10.1 条列出的保证的违反，客户可获的唯一救济和红帽的全部责任是对有缺陷的服务的重新履行，或者，如果红帽子北京公司不能以商业上合理的方式充分修正其违约行为，则客户可终止相关服务，并在终止生效日收取其为该缺陷服务已支付费用的一定比例退款。在不限制前述否认性声明的一般性的前提下，所提供的软件、服务和任何硬件并非为以下用途而特别设计、生产或计划：(a)核设施的规划、建设、维护、控制、或直接运作，(b)飞机导航、控制或通讯系统，武器系统，或(c)直接的生命支持系统。客户同意其自身对使用软件和服务得到的结果负全责。

Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services.

## 11. Open Source Assurance Program

For Software that is Red Hat branded, purchases under this Agreement may entitle Client to participate in Red Hat's Open Source Assurance Program which is described at <http://www.redhat.com/rhel/details/assurance/>.

The terms for this optional program are subject to a separate agreement which can be viewed at [http://www.redhat.com/legal/open\\_source\\_assurance\\_agreement.html](http://www.redhat.com/legal/open_source_assurance_agreement.html).

## 12. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the People's Republic of China without giving effect to the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach termination or invalidity thereof, shall be determined by the courts of the People's Republic of China located in Beijing.

## 13. Miscellaneous

**13.1 Notices.** Notices must be in English and Chinese, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 1801 Varsity Drive, Raleigh, North Carolina 27606; Facsimile: (919) 754-3704.

**13.2 Assignment.** This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Section 5.1 and 6.2.2., nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or

## 11. 开放源担保程序

根据本协议对红帽品牌软件的购买可使客户有权参与红帽的开放源保证方案，该方案的详情见 <http://www.cn.redhat.com/rhel/details/assurance/>。该可选择方案的条款由另外的协议规定，该协议参见 [http://www.cn.redhat.com/legal/open\\_source\\_assurance\\_agreement.php](http://www.cn.redhat.com/legal/open_source_assurance_agreement.php)。

## 12. 适用法律/管辖约定

本协议的效力、解释和执行受中华人民共和国法律的管辖，并根据中华人民共和国的法律进行解释，但不包括《联合国国际货物销售合同公约》。由于或有关本协议、或其违约终止、或其失效等情形而引起的任何纠纷、争议或权利要求，均应提交在北京的人民法院。

## 13. 其它规定

**13.1 通知** 通知必须以书面形式并使用英语和中文提供。通知以如下程序交付后即应视为有效送达：专人递送，或使用能提供确认送达的方式寄往或传送到各方在订购表中列明的地址或传真号的五（5）天后。客户发送给红帽的任何通知均须抄送一份给 Red Hat, Inc., 指定收件人：总法律顾问；地址：1801 Varsity Drive, Raleigh, North Carolina 27606；传真：(919) 754-3704。

**13.2 转让** 本协议对本协议各方具有约束力。除在第 5.1 及 6.2.2 条中授予业务伙伴的权利外，本协议或任何订购表中均无任何规定给予任何其他人或实体任何性质的权利、利益或救济，除非是本协议中明确规定的各方的关联机构。任何一方必须先取得另一方的书面同意方可转让本协议，另一方对对方的转让不得无故拒绝同意、附加条件或拖延。但是，任何一方均可只经书面告知而无需事先征得另一方同意，进行以下转让：（a）将本协议转让给其关联机构，只要该关联机构有足够的信用以履行其本协议项下的义务，并且服务的范围不受影响；和（b）按照并购、出售该方全部或绝大部分的资产或股票的安排转让本协议。



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**13.3 Independent Contractor.** Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Red Hat may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Red Hat remains responsible to Client for performance of its obligations hereunder.

**13.4 Force Majeure.** Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

**13.5 Non-solicitation.** Client agrees not to solicit or hire any personnel of Red Hat involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Red Hat who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

**13.6 Export and Privacy.** Red Hat may supply Client with technical data that is subject to import/export control restrictions. Red Hat will not be responsible for compliance by Client with applicable import/export obligations or requirements for this technical data. Client agrees to comply with all applicable import/export control restrictions. If Client breaches this Section 13.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Red Hat may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide.

**13.7 Dispute Resolution.** Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

**13.8 Headings.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

**13.9 Severability.** If any provision of this Agreement is held

**13.3 独立合同方** 红帽乃独立的合同方, 本协议中的任何内容或红帽对任何订购表的履行皆不可解释为在客户 (或其人员) 与红帽 (或其人员) 之间建立了任何雇佣或代理关系。各方将自行负责己方人员的监督、指导、控制和报酬支付, 包括应缴税款、代扣款或其它付款与福利。红帽可向第三方或关联机构分包订购表项下的服务, 无需征得客户的批准, 只要, (a) 各分包商同意保护客户的保密信息, 而且 (b) 红帽始终需对其本协议项下义务的履行向客户负责。

**13.4 不可抗力** 任何一方遭遇自然灾害、战争、骚乱、罢工、火灾、水灾、飓风、地震、政府限制、恐怖活动或超出该方合理控制能力的其它情况, 因而无法履约或延误履约的, 均无需对此承担责任。

**13.5 不游说** 客户同意, 在任何订购表的有效期内和该订购表终止或到期后的十二 (12) 个月内, 对于因交付该订购表项下服务所涉及的红帽人员, 客户不会进行游说或聘用。但是, 对于曾经受雇于红帽、现应征公共招聘广告或征聘启示 (但不存在其它游说) 的求职人员, 客户可以聘用。

**13.6 出口及隐私** 红帽可能向客户提供受进出口管制的技术资料。红帽对客户遵守适用于该等技术资料的进出口义务或要求不承担责任。客户同意遵守所有适用的进出口管制要求。如果客户违反了本第 13.6 条, 或软件的某个最终用户许可协议中适用的出口规定, 或任何参考这些条款的规定, 红帽可以终止本协议和/或相关的订购表及其在两者项下的义务, 而无需向客户承担责任。客户承认并同意, 为确保服务的提供, 红帽可能需要与遍布全世界的关联机构, 业务伙伴和/或分包商相互传送客户信息。

**13.7 争议的解决** 各方同意, 出现问题时将书面告知对方问题所在, 并在提起任何法律程序前尽诚意的努力以友好方式解决问题。尽管有前述说明, 任何一方均有权为保护己方的权利而采取合理行动。诉因发生后时间超过一 (1) 年的, 任何一方都无权再以任何形式就本协议或任何订购表提起任何权利要求或诉讼。

**13.8 标题** 本协议的所有标题仅为方便识别而设, 不应视为本协议的部分加以解释。

**13.9 可分割性** 本协议如有任何条款因任何原因失效或无

invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

**13.10 Waiver.** The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

**13.11 Complete Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement shall be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Red Hat, its Affiliates or their respective personnel will be made against Red Hat alone.

**13.12 Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

**13.13 Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.

**13.14 Language.** This Agreement is executed in English and Chinese counterparts. The two language texts shall have equal validity and legal effect, but in the event of a conflict, the English version shall prevail.

法执行，但经恰当修改后可恢复有效和执行效力，那么，该条款应作相应修改，使之有效并可以执行。如果该条款无法进行这样的修改，双方同意，该无效条款不影响本协议其它条款的有效性。

**13.10 弃权** 任何一方推迟或未行使本协议项下的任何权利，并不构成亦不应被视为构成该方放弃或丧失该权利。任何要求弃权的一方，必须由其授权代表签署书面文件予以确认，弃权方可生效。

**13.11 完整协议** 每一份订购表 (a) 都是一份另立协议，且被视为包含本协议的条款，除非在该订购表中另有明确规定；(b)构成该订购表所涉事项的排它性条款和条件，不论客户为本协议项下的订购或其它有效交易而使用的订单或其它文件中有何不同或额外的条款；以及(c)代表着双方就订购表所涉事项而达成的最终、完整且排它性的协议内容，不论先前就相同事项达成的书面协议为何，或先前以及当时的口头协议为何。如果本协议、任何订购表和软件的任何最终用户许可协议之间发生冲突，应以本协议为准，除非该订购表中另有明确规定。无论本协议可能包含的任何相反规定，但任何相关的最终用户许可协议应适用纽约州法律和英国法律，且不考虑冲突法规定。有关红帽及其人员、其关联机构及其人员提供服务而引起的任何权利要求，只应针对红帽软件（北京）有限公司一方提出。

**13.12 修改** 修改或变更本协议或任何订购表，必须由双方签订书面文件，该书面文件必须明确提到本协议或相关订购表。

**13.13 副本和传真签字** 本协议以签字签署的，本协议可签署多份副本，每份副本均可视作原件，并且共同构成同一份文件。双方可通过传真交换签字页，传真签字页的签字就本协议所包含的全部条款对双方具有约束力。

**13.14 语言** 本协议以英文和中文签署。两种语言文本同样有效，具有同等的法律效力，但如果出现冲突，以英文版本为准。



## Appendix 1 Subscription Services

### 附录 1 订阅服务

#### 1. Subscription Services

This Appendix describes Subscription Services available from Red Hat. Red Hat will provide only those Subscription Services purchased by Client, and Red Hat will license only the Software that corresponds with the purchased Subscription Services. The Subscription Services may be used only by and for the benefit of Client (including through its authorized Affiliates, contractors and agents) and only for the Units for which Client has purchased Subscription Services. Any unauthorized use of the Subscription Services is a material breach of the Agreement. Client must purchase Subscription Services for each Unit.

##### 1.1 Software Subscriptions

Table 1.1 lists Software Subscriptions offered by Red Hat, the Unit by which each Software Subscription is measured, the applicable end user license agreement, and the applicable Exhibit that describes further the scope of each Software Subscription. A Software Subscription entitles Client to receive access to (a) the applicable Software via a Red Hat management portal, (b) updates, upgrades, corrections and bug fixes to the applicable Software, when and if available, via a Red Hat management portal (collectively, "**Software Maintenance**"), and (c) the applicable level of Production Support described in Section 2 below. Client agrees to comply with the end user license agreement(s) set forth in Table 1.1 and terms set forth on the Exhibit(s) applicable to Software Subscription(s) purchased by Client.

#### 1. 订阅服务

本附录描述了红帽可以提供的订阅服务。红帽仅提供客户购买的订阅服务，且仅许可与购买的订阅服务对应的软件。订阅服务仅供客户（包括其授权分公司、承包商和代理商）出于客户自身利益使用，并且只能用于客户已为之购买订阅服务的单位。未经授权使用订阅服务的行为将被视为对本协议的严重违约。客户必须为每个单位单独购买订阅服务。

##### 1.1 软件订阅

表 1.1 列出了红帽提供的软件订阅，每项软件订阅的计费单位，适用的最终用户许可协议，以及详细描述每项软件订阅范围的适用附录。软件订阅使客户能够：(a) 通过红帽管理门户使用适用的软件；(b) 通过红帽管理门户，对适用的软件进行更新升级以及安装问题修复（当以及如果有时，统称“软件维护”）；(c) 享受下面第 2 节中描述的适用级别的生产支持。客户同意遵守表 1.1 中规定的最终用户许可协议，以及所购软件订阅的适用目录中规定的条款。

Table 1.1

Software Subscription	End User License Agreement	Unit by which each Software Subscription is measured	Applicable Exhibit
Red Hat Enterprise Linux Red Hat Desktop Red Hat Advanced Platform Red Hat Global File System Red Hat Cluster Suite	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">www.redhat.com/licenses/rhel_rha_eula.html</a>	<b>System.</b> A “System” means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable.	1.A
Red Hat Application Stack	<a href="http://www.redhat.com/licenses/rhel_rha_eula.html">www.redhat.com/licenses/rhel_rha_eula.html</a> and <a href="http://www.redhat.com/licenses/jboss_eula.html">www.redhat.com/licenses/jboss_eula.html</a>	<b>System.</b> A “System” means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable.	1.A
JBoss Enterprise Middleware	<a href="http://www.redhat.com/licenses/jboss_eula.html">www.redhat.com/licenses/jboss_eula.html</a>	<b>CPU Band.</b> A “CPU Band” is a group of CPUs (e.g., 4 or 32). “CPU” means a socket that contains a central processing unit or other integrated circuit that executes the instructions provided by the Software.	1.B
Red Hat Directory Server	<a href="http://www.redhat.com/licenses/rhds_rhcs_eula.html">www.redhat.com/licenses/rhds_rhcs_eula.html</a>	<b>System.</b> A “System” means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable.	1.C
Red Hat Certificate System	<a href="http://www.redhat.com/licenses/rhds_rhcs_eula.html">www.redhat.com/licenses/rhds_rhcs_eula.html</a>	<b>Digital Certificate.</b> A “Digital Certificate” is an electronic file which incorporates a digital signature to bind together a public key with identity information such as a name, address or organization.	1.C
RHX	Applicable 3rd party license as set forth at: <a href="http://rnx.redhat.com/rhx/support/article/DOC-1310">http://rnx.redhat.com/rhx/support/article/DOC-1310</a>	Units for each of the RHX Applications are defined at: <a href="http://rnx.redhat.com/rhx/support/article/DOC-1310">http://rnx.redhat.com/rhx/support/article/DOC-1310</a>	1.D

表 1.1

软件升级服务	终端用户许可协议	每项软件订阅对应的部件	适用附录
红帽企业 Linux 红帽桌面 红帽高级平台 红帽全局文件系统 红帽 Cluster Suite	<a href="http://www.cn.redhat.com/licenses/rhel_rha_eula.php">www.cn.redhat.com/licenses/rhel_rha_eula.php</a>	系统。“系统”指的是客户安装或实施全部或部分适用软件所在的系统，可能是但不限于服务器、工作站、虚拟机、刀片服务器、节点、分区或引擎（如适用）。	1.A
Red Hat Application Stack	<a href="http://www.cn.redhat.com/licenses/rhel_rha_eula.php">www.cn.redhat.com/licenses/rhel_rha_eula.php</a> 和 <a href="http://www.redhat.com.cn/licenses/JBoss_EULA_China.pdf">www.redhat.com.cn/licenses/JBoss_EULA_China.pdf</a>	系统。“系统”指的是客户安装或实施全部或部分适用软件所在的系统，可能是但不限于服务器、工作站、虚拟机、刀片服务器、节点、分区或引擎（如适用）。	1.A
JBoss Enterprise Middleware	<a href="http://www.redhat.com.cn/licenses/JBoss_EULA_China.pdf">www.redhat.com.cn/licenses/JBoss_EULA_China.pdf</a>	<b>CPU 组</b> “CPU 组”指的是一组 CPU（例如，4 个或 32 个）。“CPU”指装有中央处理器或其它执行软件指令的集成电路的盒子。	1.B
Red Hat Directory Server	<a href="http://www.redhat.com.cn/licenses/rhds_rhcs_eula.php">http://www.redhat.com.cn/licenses/rhds_rhcs_eula.php</a>	系统。“系统”指的是客户安装或实施全部或部分适用软件所在的系统，可能是但不限于服务器、工作站、虚拟机、刀片服务器、节点、分区或引擎（如适用）。	1.C
Red Hat Certificate System	<a href="http://www.redhat.com.cn/licenses/rhds_rhcs_eula.php">http://www.redhat.com.cn/licenses/rhds_rhcs_eula.php</a>	数字证书 “数字证书”是一种含有数字签名的电子文件，用于将公共密钥与识别信息，例如姓名、地址或组织等绑定在一起。	1.C
RHX	适用于以下链接中规定的第三方许可： <a href="http://rnx.redhat.com/rhx/support/article/DOC-1310">http://rnx.redhat.com/rhx/support/article/DOC-1310</a>	在以下位置可找到每个 RHX 应用单元的定义： <a href="http://rnx.redhat.com/rhx/support/article/DOC-1310">http://rnx.redhat.com/rhx/support/article/DOC-1310</a>	1.D

## 1.2 Support Subscriptions

Table 1.2 lists Support Subscriptions offered by Red Hat, the Unit by which each Support Subscription is measured and the applicable Exhibit that describes further the scope of each Support Subscription. A Support Subscription entitles Client to receive the defined set of Services set forth in the applicable Exhibit (per Table 1.2.). Client agrees to comply with the terms set forth on the Exhibit(s) applicable to Support Subscription(s) purchased by Client.

## 1.2 支持订阅

表 1.2 列出了红帽提供的支持订阅，每项支持订阅的计费单位，以及详细描述每项支持订阅范围的适用附录。支持订阅授予了客户获取适用附录（依据表 1.2）中规定的服务权限。客户同意遵守所购支持订阅的适用目录中规定的条款。

Table 1.2

Support Service Subscription	Unit by which each Support Subscription is measured	Applicable Exhibit
Red Hat Developer Professional Red Hat Developer Enterprise	<b>Contact.</b> A “ <b>Contact</b> ” means a Client employee who is authorized to contact Red Hat to request support services.	1.E
Technical Account Management	<b>Point of Contact.</b> A “ <b>Point of Contact</b> ” means a Red Hat associate who Client is authorized to contact to request Production Support services.	1.F

表 1.2

支持服务订阅	每项支持订阅对应的部件	适用附录
Red Hat Developer Professional Red Hat Developer Professional	联系人。“联系人”指经过授权可与红帽联系以请求支持服务的客户方员工。	1.E
Technical Account Management	联系点。“联系点”指客户经过授权可与其联系以请求生产支持服务的红帽方人员。	1.F

## 1.3 Management Subscriptions

Table 1.3 lists Management Subscriptions offered by Red Hat, the Unit by which each Management Subscription is measured and the applicable Exhibit that describes further the scope of each Management Subscription. A Management Subscription entitles Client to receive the defined set of Services set forth in the applicable Exhibit (per Table 1.3) and the applicable level of Production Support described in Section 2 below. Client agrees to comply with the terms set forth on the Exhibit(s) applicable to Management Subscription(s) purchased by Client.

## 1.3 管理订阅

表 1.3 列出了红帽提供的管理订阅，每项管理订阅的计量单位，以及详细描述每项管理订阅范围的适用附录。订阅管理的客户可获得适用附录（依据表 1.3）中指定的系列服务以及下面第 2 节描述的适用级别的生产支持。客户同意遵守所购管理订阅的适用附录中规定的条款。

Table 1.3

Management Service Subscription	Unit by which each Management Subscription is measured	Applicable Exhibit
Red Hat Network Satellite Server	<b>Server.</b> A “ <b>Server</b> ” means a system on which Client installs or executes all or a portion of the Satellite software.	1.G
Red Hat Network Proxy Server	<b>Server.</b> A “ <b>Server</b> ” means a system on which Client installs or executes all or a portion of the Proxy software.	1.G

Red Hat Network Management Module	<b>Module.</b> A Module is an entitlement to manage one System.	1. G
Red Hat Network Provisioning Module	<b>Module.</b> A Module is an entitlement to provision one System.	1. G
Red Hat Network Monitoring Module	<b>Module.</b> A Module is an entitlement to monitor one System.	1. G
JBoss ON JBoss ON Monitoring	<b>CPU Band.</b> A “CPU Band” is a group of CPUs (e.g., 4 or 32). “CPU” means a socket that contains a central processing unit or other integrated circuit that executes the instructions provided by the Software.	1. G
Command Center	<b>System.</b> A “System” means a system on which Client installs or executes all or a portion of the applicable Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable.  <b>Probe.</b> A “Probe” is a discrete entity (e.g. local URL, remote URL or service check) monitored by Command Center.	1. H

表 1.3

管理服务订阅	每项管理订阅的计量单位	适用附录
红帽网络卫星服务器	服务器。“服务器”指客户安装或运行整个或部分 Satellite 软件所在的系统。	1.G
红帽网络代理服务器	服务器。“服务器”指客户安装或运行整个或部分 Proxy 软件所在的系统。	1.G
红帽网络管理模块	模块模块是指管理某一系统的权限。	1. G
红帽网络自动配置模块	模块模块是指自动配置某一系统的权限。	1. G
红帽网络监控模块	模块。模块是指监控某一系统的权限。	1. G
JBoss ON JBoss ON Monitoring	<b>CPU 组。</b> “CPU 组”指的是一组 CPU（例如，4 个或 32 个）。“CPU”指装有中央处理器或其它执行软件指令的集成电路的插槽。	1. G
命令中心	系统。“系统”指的是客户安装或实施全部或部分适用软件所在的系统，可能是但不限于服务器、工作站、虚拟机、刀片服务器、节点、分区或引擎（如适用）。  探针。“探针”指受命令中心监控的离散实体。	1. H

## 2. Subscription Services Policies

## 2. 订阅服务政策

This Section 2 applies only if Client has purchased Subscription

本节（第 2 节）仅在客户购买的是由红帽提供生产支持服务的订阅服务时才适用。如果客户购买的是由业务伙伴提供支持服务的订阅

Services with Production Support services provided by Red Hat. If Client has purchased Subscription Services with support services provided by a Business Partner, this Section does not apply. Red Hat may, at its discretion, decline to provide Services for Software that has been modified or changed by Client, except as expressly directed by Red Hat in writing.

## 2.1 General Support Policies

To access and utilize the Subscription Services, Client must provide Red Hat with sufficient information to validate Client's entitlement to Subscription Services. The scope of Subscription Services is based on the level and type of Subscription Services purchased by Client as described in an Order Form. Certain Services are provided only during Red Hat's local standard business hours, which are set forth in Section 2.3 below. Support for Subscription Services is limited to the hardware and platforms listed at <http://hardware.redhat.com> and is subject to Red Hat's Errata Support Policy set forth in the applicable Exhibit.

## 2.2 Support Scope of Coverage

Production Support for Software Subscriptions consists of installation, usage, configuration, diagnosis and bug fixes for the applicable Software. Red Hat does not support modified RPMs, modified source code, code development, system and network design, implementation and development of security rules or policies, software included in the Red Hat Extras, supplementary RHN channel, or preview technologies. Client is responsible for testing Software Maintenance used in Client's production environment.

## 2.3 Production Support Service Level Guidelines

Red Hat will use commercially reasonable efforts to provide Production Support in accordance with the guidelines set forth in Table 2.3 below. Red Hat's Technical Support telephone numbers and standard business hours ("Standard Business Hours") are located at [www.redhat.com/support/policy/sla/production/](http://www.redhat.com/support/policy/sla/production/).

服务，则本节不适用。红帽可自行决定拒绝为已被客户修改或变更的软件提供服务，除非进行此类修改或变更时获得了红帽的明确书面指导。

## 2.1 一般支持策略

要获取和使用订阅服务，客户必须向红帽提供足够的信息，以验证客户使用订阅服务的权限。订阅服务的范围以订单中说明的客户所购买的订阅服务级别和类型为依据。某些服务仅在红帽当地标准工作时间内提供，下文 2.3 节对此作出了规定。订阅服务支持仅限于网址

<http://hardware.redhat.com>所列出的硬件和平台，并受适用附录规定的红帽勘误支持政策约束。

## 2.2 支持范围

软件订阅的生产支持包括适用软件的安装、使用、配置、诊断和问题修复。红帽不支持修改的 RPM、修改的源代码、程序开发、系统和网络设计、安全规定或政策的实施与制定、Red Hat Extra 中包含的软件、辅助 RHN 通道或预览技术。客户负责测试客户产品环境下使用的软件维护。

## 2.3 生产支持服务级别准则

红帽将根据表 2.3（如下）制定的准则尽最大努力提供生产支持。关于红帽技术支持联系电话和标准工作时间，请参见：<http://www.redhat.com.cn/support/policy/sla/production/>

Table 2.3

	Basic	Standard	Premium
Hours of Coverage	Standard Business Hours	Standard Business Hours	Standard Business Hours 24x7 for Severity 1
Support Channel	Web	Web and Phone	Web and Phone
Number of Cases	Unlimited	Unlimited	Unlimited
Software Maintenance	via Red Hat management portal	via Red Hat management portal	via Red Hat management portal
Response Guidelines			

<p><b>Severity 1:</b> Catastrophic production problem which may severely impact the Client's production systems, or in which Client's production systems are down or not functioning; loss of production data and no procedural work around exists. Severity 1 problems also include security breaches.</p> <p><b>Severity 2:</b> A problem where the Client's system is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of the Client's business operations and productivity. The system is exposed to potential loss or interruption of service.</p> <p><b>Severity 3:</b> A medium-to-low impact problem which involves partial non-critical functionality loss. One which impairs some operations but allows the Client to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Client's operation and issues in which there is an easy circumvention or avoidance by the end user. This includes documentation errors.</p> <p><b>Severity 4:</b> General usage questions, recommendations for future product enhancements or modifications. There is no impact on the quality, performance or functionality of the Software.</p>		1 business hour	1 hour
		4 business hours	4 business hours
		1 business day	1 business day
	2 business days for all issues	2 business days	2 business days

表 2.3

	基本	标准	高级
时间范围	标准工作时间	标准工作时间	标准工作时间 对于严重性级别 1, 则为每周 7 天每天 24 小时全天候支持
支持渠道	网络	网络与电话	网络与电话
案例数	不限	不限	不限
软件维护	通过红帽管理门户	通过红帽管理门户	通过红帽管理门户
回复准则			
<p>严重性级别 1: 灾难性的生产问题, 可能严重影响客户的生产系统, 或者因为问题的发生导致生产系统停机或无法运转; 出现生产数据丢失或程序性工作停止等问题。安全漏洞也属于安全性级别 1 问题。</p> <p>严重性级别 2: 问题发生后, 客户的系统仍然能够运转, 但处理能力大幅降低。这种情形会对客户的部分业务经营和生产造成严重影响。系统容易出现潜在的服务丢失或中断风险。</p> <p>严重性级别 3: 有中、低级不利影响的问题, 导致部分非关键功能丧失。影响某些操作, 但客户可继续使用。它可能是小问题, 给用户的功能或经营造成有限损失、或没有造成任何损失, 而且最终用户可以轻松克服或避免这些问题。这类问题包括文档错误。</p> <p>严重性级别 4: 一般性使用问题, 对将来的产品增强或修改的建议。不影响软件的质量、性能或功能。</p>	2 个工作日解决所有问题	1 个工作小时	1 小时
		4 个工作小时	4 个工作小时
		1 个工作日	1 个工作日
		2 个工作日	2 个工作日



**Exhibit 1.A**  
**Red Hat Enterprise Linux and Related Products**

附录 1.A  
红帽企业 Linux 和相关产品

**1. Software Subscriptions**

1. 软件订阅

**1.1.1 Red Hat Enterprise Linux and Related Software Subscriptions**

1.1.1 红帽企业 Linux 和相关软件订阅

For Red Hat Enterprise Linux and related Software Subscriptions, Table 1.A.1.1 sets forth the number of supported sockets per System, the number of supported virtualized guest operating systems per System, applicability of storage virtualization and high availability capabilities, and available support levels.

有关红帽企业 LINUX 和相关软件订阅，表 1.A.1.1 列出了每个系统支持的套接数、每个系统支持的虚拟客户操作系统数、存储虚拟化的适用性和高可用性功能，以及可以获得的支持级别。

**Table 1.A.1.1**

	Red Hat Enterprise Linux			Red Hat Enterprise Linux Advanced Platform	
Number of supported sockets per System	Up to 2			Unlimited	
Number of virtualized guests supported per System for Red Hat Enterprise Linux version 5 or higher (see Section 1.1.2 below for Red Hat Enterprise Linux version 4 or lower)	Up to 4			Unlimited	
Includes storage virtualization and high availability capabilities (Red Hat Global File System & Cluster Suite)	No			Yes	
Support Levels Available	Basic	Standard	Premium	Standard	Premium

**表 1.A.1.1**

	红帽企业 Linux			红帽企业 Linux 高级平台	
每个系统支持的套接数	最多 2 个			不限	
每个系统支持的虚拟客户操作系统数，适用于红帽企业 Linux 版本 5 或更高版本（对于红帽企业 Linux 版本 4 或更低版本，请参见下面的 1.1.2 节）	最多 4 个			不限	
包含存储虚拟化和高可用性功能（红帽 Global File System 和 Cluster Suite）	无			有	
可以获得的支持级别	基本	标准	高级	标准	高级

**1.1.2 Virtualization Terms**

When deploying guest operating systems in a virtualized environment on Red Hat Enterprise Linux, Client is responsible for securing proper license rights for all third party operating systems and virtualization software (other than the Software). When Red Hat Enterprise version 4 or lower is used as a host operating system, Client must purchase a separate Software Subscription for each virtualized guest operating system. Red Hat provides a unique Software Subscription for Red Hat Enterprise Linux versions 3 and 4 with additional entitlements for virtualized guest operating systems

**1.1.2 虚拟化条款**

在红帽企业 Linux 上的虚拟化环境中部署客户操作系统时，客户负责为所有第三方操作系统和虚拟化软件（非软件本身）获取恰当的许可。如果将红帽企业 Linux 版本 4 或更低版本作为主机操作系统，则客户必须为每个虚拟化客户操作系统购买单独的软件订阅。对于红帽企业 Linux 版本 3 和 4，红帽提供唯一的软件订阅，为虚拟化客户操作系统提供额外权限。

**1.2 Red Hat Application Stack Subscriptions**

1.2 红帽应用套件订阅

For Red Hat Application Stack Subscriptions, Table 1.A.1.2 sets forth the number of CPUs supported per System 对于红帽应用套件订阅，表 1.A.1.2 列出了各系统支持的 CPU 数。

**Table 1.A.1.2**

<b>JBoss Enterprise Infrastructure Products</b>	<b>Number of CPUs Supported</b>
Red Hat Application Stack. Red Hat Application Stack consists of JBoss Application Server, JBoss Hibernate, Red Hat Enterprise Linux, open source databases (MySQL and PostgreSQL) and Apache HTTP Server, and standard programming languages, PHP, and Perl.	Red Hat Application Stack is supported when used on systems with up to 4 CPUs (for Standard and Premium service levels) and up to 2 CPUs (for Basic service level).

**表 1.A.1.2**

<b>JBoss 企业基础架构产品</b>	<b>支持的 CPU 数</b>
红帽应用套件红帽应用套件包括 Jboss 应用服务器、Jboss Hibernate、红帽企业 Linux、开源数据库（MySQL 和 PostgreSQL）、Apache HTTP 服务器和标准编程语言、PHP 以及 Perl。	最多装有 4 个 CPU（标准和高级服务级别）和最多装有 2 个 CPU（基本服务级别）的系统支持红帽应用套件。

### 1.3 Red Hat Enterprise Linux Desktop

For Red Hat Enterprise Linux Desktop Subscriptions, Table 1.A.1.3 sets forth the various subscription options and associated characteristics per supported System. A Red Hat Enterprise Linux Desktop Software Subscription includes one (1) Red Hat Network Update Module, one (1) Management Module and one (1) Provisioning Module entitlement, each to be use solely with the Red Hat Enterprise Linux Desktop system. Deploying these Red Hat Network Module entitlements on a system other than Red Hat Enterprise Linux Desktop is a material breach of the Agreement.

### 1.4 红帽企业 Linux 桌面

对于红帽企业 Linux 桌面订阅，表 1.A.1.3 列出了不同的订阅选项和每个支持系统的相关特点。红帽企业 Linux 桌面软件订阅包括以下内容：— (1) 个红帽网络更新模块、— (1) 个管理模块和一个 (1) 自动配置模块权限；它们只能与 Red Hat Enterprise Linux Desktop 系统配合使用。在 Red Hat Enterprise Linux Desktop 以外的系统上部署这些红帽网络模块，将视为严重违反本协议规定的行为。

**Table 1.A.1.3**

<b>Options</b>	<b>None*</b>	<b>Multi OS</b>	<b>Workstation</b>	<b>Workstation with Multi OS</b>
Maximum CPU processor sockets supported	1	1	2	2
Maximum memory supported	4GB	4GB	Unlimited	Unlimited
Includes virtualization support	No	Yes - up to 4 guests	No	Yes
Includes open source server applications (e.g. Apache, Samba, NFS), supported for use on personal clients for testing and development purposes or to share data with peers.	No	No	Yes	Yes
Includes the Red Hat Enterprise Linux software development stack	No	No	Yes	Yes

\*This is the default if no other option is specified.

表 1.A.1.3

选项	无	多操作系统	工作站	多操作系统工作站
支持的最大 CPU 处理器套接数	1	1	2	2
支持的最小内存	4GB	4GB	不限	不限
包括虚拟化支持	否	是一最多支持 4 个客户系统	否	是
包括开源服务器应用（例如 Apache、Samba、NFS），支持个人客户用于测试开发，或与其他人共享数据。	否	否	是	是
包括红帽企业 Linux 软件开发堆栈	否	否	是	是

\*如果没有定义其它选项，则该项为缺省项。

**2. Red Hat Enterprise Linux Production Support Contacts**

Client will appoint individual production support contacts up to the number specified below. Red Hat will provide Services to Client solely by communicating with the Client contacts. Client will make commercially reasonable efforts to maintain consistent Client contacts for the term of this Agreement. Client must notify Red Hat of any change in Client contacts in writing. Client will allow five (5) business days for Red Hat to process any changes in Client contacts. Client may not use a Client contact to act as a mere forwarding service for other personnel. Each Client contact must have read and write access to all necessary files, English language communication skills and the relevant technical knowledge necessary to assist Red Hat in performing the Support Services contemplated under this Agreement. The Client contacts may not use Services to benefit any person or entity other than Client.

**2. 红帽企业 Linux 生产支持联系人**

客户必须指定生产支持联系人，人数不超过下表中规定的数量。红帽仅通过与客户联系人沟通为客户提供服务。客户将尽最大努力确保在协议期限内客户联系人不发生变动。如客户联系人发生变动，客户必须以书面形式通知红帽。客户将为红帽留出五天时间处理客户联系人发生变化这一情况。客户不能将客户联系人仅看作为其他工作人员传达服务的人员。每个客户联系人必须拥有所有必需文件的读写权限，必须具备英语交流技巧和相关技术背景知识，以协助红帽完成本协议规定的支持服务。客户联系人不能将服务用于为客户之外的任何人或实体谋取利益。

Table 1.A.2

Number of Active Software Subscriptions	Production Support Contacts
1 to 50	2
51 to 100	4
101 to 250	6
251 to 500	8
501 to 1000	10
1001 and over	12

表 1.A.2

有效软件订阅数量	生产支持联系人
1 到 50	2
51 到 100	4
101 到 250	6
251 到 500	8
501 到 1000	10
1001 及以上	12

**3. Red Hat Enterprise Linux Errata Support Policy**

**3. 红帽企业 Linux 勘误支持政策**

Red Hat will provide Software Maintenance, when and if available, pursuant to the Red Hat Enterprise Linux Errata Support Policy set forth at [www.redhat.com/security/updates/errata/](http://www.redhat.com/security/updates/errata/) and, for the Red Hat Application Stack, at [www.redhat.com/security/updates/rhappstack](http://www.redhat.com/security/updates/rhappstack).

红帽将遵照红帽企业 Linux 勘误支持政策提供软件维护服务（如果可用），要查阅有关政策，请访问以下网站：[www.redhat.com/security/updates/errata/](http://www.redhat.com/security/updates/errata/)，有关红帽应用套件，请访问网站：[www.redhat.com/security/updates/rhappstack](http://www.redhat.com/security/updates/rhappstack)。

**Exhibit 1.B**  
**JBoss Enterprise Middleware**  
 附录 1.B  
**JBoss 企业中间件**

**1. JBoss Enterprise Middleware Subscriptions**

**1. JBoss 企业中间件订阅**

For JBoss Enterprise Middleware subscriptions, Table 1.B.1 sets forth the product overview.

有关 JBoss 企业中间件订阅，在表 1.B.1 中对产品作了简要阐述。

**Table 1.B.1**

JBoss Enterprise Middleware Subscriptions	Product Overview
<b>JBoss Enterprise Platforms:</b>	
JBoss Enterprise Application Platform:	JBoss Enterprise Application Platform integrates JBoss Application Server, JBoss Clustering, JBoss Hibernate and JBoss Seam into an enterprise solution for Java applications for developing, deploying and managing Java applications.
JBoss Enterprise Portal Platform	JBoss Enterprise Portal Platform is an open source platform for hosting and serving a portal's web interface, aggregating, publishing, managing its content and personalizing users' experience.
<b>JBoss Enterprise Frameworks:</b>	
JBoss Hibernate	JBoss Hibernate is an object/relational persistence and query service intended to facilitate the development of persistent classes.
JBoss jBPM	JBoss jBPM provides workflow capability, business process management (BPM), and process orchestration. JBoss jBPM is designed to run standalone or be embedded within any Java application or programming framework, such as JBoss Seam.
JBoss Rules	JBoss Rules provides an open source and standards based business rules engine and business rules management system (BRMS) for business policy access, change, and management.

**表 1.B.1**

JBoss 企业中间件订阅	产品概述
<b>Jboss 企业平台:</b>	
Jboss 企业应用平台:	Jboss 企业应用平台将 Jboss 应用服务器、Jboss Clustering、Jboss Hibernate 和 Jboss Seam 集成到一个针对 Java 应用的企业解决方案中，用以开发、部署和管理 Java 应用。
JBoss 企业门户平台	JBoss 企业门户平台是一种开源平台，宿主和支持门户网站的 Web 界面，集成、发布和管理站点内容，实现个性化用户体验。
<b>Jboss 企业框架:</b>	
JBoss Hibernate	Boss Hibernate 是一种对象/关系持久化和查询服务，可加快持久化类的开发。
JBoss jBPM	JBoss jBPM 提供 workflow 功能、业务流程管理 (BPM) 和流程编排。JBoss jBPM 可以独立运行，也可以嵌入到 Java 应用或编程框架中，例如 JBoss Se

<b>JBoss 企业中间件订阅</b>	<b>产品概述</b>
	am。
JBoss Rules	JBoss Rules 为业务策略访问、修改和管理提供基于开源和标准的业务规则引擎和业务规则管理系统 (BRMS)。

## 2. JBoss Production Support Contacts

Client will designate individual production support contacts up to the number specified in Table 1.B.2 below. Red Hat will provide Services to Client solely by communicating with the Client contacts. Client will make commercially reasonable efforts to maintain consistent Client contacts for the term of this Agreement. Client must notify Red Hat in writing of any change in Client contacts. Client will allow five (5) business days for Red Hat to process any changes in Client contacts. Client may not use a Client contact to act as a mere forwarding service for other personnel. Each Client contact must have read and write access to all necessary files, English language communication skills and the relevant technical knowledge necessary to assist Red Hat in performing the Support Services contemplated under the Agreement. The Client contacts may not use Services to benefit any person or entity other than Client.

## 2. JBoss 生产支持联系人

客户必须指定生产支持联系人，人数不超过表 1.B.2 中规定的数量。红帽将仅通过与客户联系人沟通为客户提供服务。客户将尽最大努力确保在协议期间内客户联系人不发生变动。如客户联系人发生变动，客户必须以书面形式通知红帽。客户将为红帽留出五天时间处理客户联系人发生变化这一情况。客户不能将客户联系人仅仅当作为其它工作人员传达服务的人员。每个客户联系人必须拥有对所有必需文件的读写权限，必须具备英语交流技巧和相关技术背景知识，以协助红帽完成本协议规定的支持服务。客户联系人不能将服务用于为客户之外的任何人或实体谋取利益。

Table 1.B.2

Number of CPUs Purchased	Production Support Contacts
1 to 31 CPUs	2
32 to 63 CPUs	10
64 to 127 CPUs	15
128 to 255 CPUs	20
256 to 511 CPUs	25
512 to 1023 CPUs	28
1024 to 1503 CPUs	30
1504 to 2559 CPUs	32
2560 CPUs and over	35

表 1.B.2

购买的 CPU 数	生产支持联系人
1 到 30 个 CPU	2
32 到 63 个 CPU	10
64 到 127 个 CPU	15
128 到 255 个 CPU	20
256 到 511 个 CPU	25
512 到 1023 个 CPU	28
1024 到 1503 个 CPU	30
1504 到 2559 个 CPU	32

### 3. JBoss Errata Support Policy

Red Hat will provide Software Maintenance, when and if available, pursuant to the JBoss Product Update and Support Policy set forth at: [https://www.redhat.com/security/updates/jboss\\_notes/](https://www.redhat.com/security/updates/jboss_notes/).

### 3. JBoss 勘误支持政策

红帽将遵照 JBoss 产品更新和支持政策提供软件维护（如果可用），要查阅有关政策，请访问网站：  
[https://www.redhat.com/security/updates/jboss\\_notes/](https://www.redhat.com/security/updates/jboss_notes/)。

**Exhibit 1.C**  
**Red Hat Directory Server and Certificate System**

附录 1.C  
 红帽目录服务器和认证系统

**1. Supported Platform and System Requirements**

**1. 支持的平台和系统要求**

For Red Hat Directory Server and Certificate System subscriptions, Table 1.C.1 sets forth the supported platforms and system requirements.

对于红帽目录服务器和认证系统，表 1.C.1 列出了支持的平台和系统要求。

**Table 1.C.1**

<i>Hardware</i>	<i>Architecture</i>	<i>Operating System</i>
Sun	SPARC	Solaris 9, 64 bit version
Intel	Pentium	Certificate System: Red Hat Enterprise Linux Versions 4 - 32 and 64 bit versions  Directory Server: Red Hat Enterprise Linux Versions 4 - 32 bit version
Memory Requirement: 256 MB minimum		
Disk Space: 200 MB minimum		
Directory Server and Certificate System are not supported when installed on Red Hat Desktop.		

**表 1.C.1**

硬件	架构	操作系统
Sun	SPARC	Solaris 9, 64 位版
Intel	Pentium	认证系统：红帽企业 Linux 版本 4 - 32 位和 64 位版  目录服务器红帽企业 Linux 版本 4 - 32 位版
内存要求：最低 256 MB		
磁盘空间：最低 200 MB		
如果目录服务器和认证系统安装在 Red Hat Desktop 上，则不受支持。		

**2. DIRECTORY SERVER AND CERTIFICATE SYSTEM ERRATA SUPPORT POLICY**

**2. 目录服务器和认证系统勘误支持政策**

Red Hat will provide Software Maintenance, when and if available, pursuant to the Directory Server and Certificate System Errata Support Policy set forth at [www.redhat.com/security/updates/directory/](http://www.redhat.com/security/updates/directory/) and [www.redhat.com/security/updates/certificate/](http://www.redhat.com/security/updates/certificate/) respectively.

红帽将遵照目录服务器和认证系统勘误支持政策提供软件维护（如果可用），有关政策，请访问以下网站：  
[www.redhat.com/security/updates/directory/](http://www.redhat.com/security/updates/directory/) 和  
[www.redhat.com/security/updates/certificate/](http://www.redhat.com/security/updates/certificate/)。



## 附录 1.D 红帽交换计划订阅服务

This Exhibit describes the Subscription Services and Software license terms applicable to Red Hat Exchange (“RHX”) Applications.

本附录描述了适用于红帽交换计划 “RHX”) 应用的订阅服务和软件许可条款。

### 1. RHX Application Subscriptions

Through RHX, Clients may purchase subscriptions to software applications developed by Red Hat software partners (“RHX Applications”) which may also be accompanied by Software. RHX Applications are not Software as that term is defined in the Agreement. With respect to RHX Applications, for each Unit, Client will receive access to (a) the applicable RHX Applications via a Red Hat management portal, (b) the applicable RHX Applications updates and upgrades, when and if available, via a Red Hat management portal, and (c) the level of production support services defined at [www.rhx.redhat.com/supportpolicy.jspa](http://www.rhx.redhat.com/supportpolicy.jspa).

### 2. RHX Application Licenses

The RHX Applications are licensed to Client by the respective independent software vendor, as further provided at <http://rhx.redhat.com/rhx/support/article/DOC-1310>.

### 3. RHX Application Support Policies

The support policies for RHX Subscriptions are defined at [rhx.redhat.com/supportpolicy.jspa](http://rhx.redhat.com/supportpolicy.jspa). Support for RHX Subscription Services is limited to the hardware and platforms listed at <http://hardware.redhat.com>

### 1. RHX 应用订阅

通过 RHX，客户可以购买红帽软件合作伙伴所开发的软件应用（RHX 应用）订阅，购买时可能也会随附软件。RHX 应用不是本协议中定义的软件。对于 RHX 应用，客户可以为每个部件获得以下权限：(A) 通过红帽管理门户获得适用的 RHX 应用；(B) 通过红帽管理门户获得适用的 RHX 更新和升级（如果可用）；(C) 按照链接 [www.rhx.redhat.com/supportpolicy.jspa](http://www.rhx.redhat.com/supportpolicy.jspa) 中规定的生产支持服务级别。

### 2. RHX 应用许可

客户的 RHX 应用许可由各自独立的软件供应商提供，详细信息参见链接：<http://rhx.redhat.com/rhx/support/article/DOC-1310>。

### 3. RHX 应用支持政策

有关 RHX 订阅的支持政策，可在以下网站获得：[rhx.redhat.com/supportpolicy.jspa](http://rhx.redhat.com/supportpolicy.jspa)。RHX 订阅服务仅限于链接 <http://hardware.redhat.com> 中列出的硬件和平台。

## Exhibit 1.E Developer Support Subscriptions

### 附录 1.E 开发人员支持订阅

#### 1. Red Hat Developer Support Subscriptions

Developer Support consists of (i) installation, usage, configuration, diagnosis and bug fixes for the applicable Software for development use only, and (ii) advice concerning application architecture, application design, industry practice guidelines, tuning and application porting, in each case, in accordance with Sections 2 and 3 below. Developer Support does not include production application issues, wholesale application debugging, support for modified RPMs, software included in the Red Hat Extras, supplementary RHN channel or preview technologies. Client is responsible for testing Software before putting it into use in a production environment. Each developer contact is granted access to Red Hat Developer Studio, as well as production-ready versions of Red Hat products for development support as described in Section 2 below.

#### 2. Red Hat Developer Subscription Levels

##### 2.1 Red Hat Developer Professional

Red Hat Developer Professional is designed for corporate developers and individuals. It includes one entitlement to each of the following: Red Hat Developer Studio, JBoss Enterprise Platforms and Frameworks (up to 4 CPUs each), Red Hat Enterprise Linux Advanced Platform, and certain other Red Hat software products, in each case for development purposes only.

##### 2.2 Red Hat Developer Enterprise

Red Hat Developer Enterprise is designed for independent software vendors. It includes two entitlements to Red Hat Developer Studio, one entitlement to JBoss Enterprise Platforms and Frameworks (up to 32 CPUs each), eight entitlements to Red Hat Enterprise Linux Advanced Platform, and eight (8) entitlements each to certain other Red Hat software products in each case for development purposes only.

#### 3. Red Hat Developer Subscription Level Guidelines

Red Hat will use commercially reasonable efforts to provide Development Support in accordance with the guidelines set forth in Table 1.E.3 below. Red Hat's Technical Support telephone numbers and Standard Business Hours are located at

[www.redhat.com/support/policy/sla/production/](http://www.redhat.com/support/policy/sla/production/).

#### 1. 红帽开发人员支持订阅

开发人员支持包含以下内容：(i) 适用软件的安装、适用、配置、诊断和问题补丁（仅用于开发目的）；(ii) 有关应用架构、应用设计、行业实践准则、调优和应用移植的建议。在任何情况下，都必须遵守下文中第 2 节和第 3 节的规定。开发人员支持不包括生产应用问题、批发应用调试、改进后的 RPM 支持、红帽 Extras 包含的软件、辅助 RHN 通道或预览技术。客户负责在软件投入使用之前进行测试。每个开发人员联系人都有权访问 Red Hat at Developer Studio，以及用于开发支持的红帽产品的生产就绪版本（如下文第 2 节所述）。

#### 2. 红帽开发人员订阅级别

##### 2.1 Red Hat Developer Professional

Red Hat Developer Professional 适用于公司开发人员和个人。它包括适用于以下各项内容的权限：Red Hat Developer Studio、JBoss 企业平台和框架（每个最多 4 个 CPU）、红帽企业 Linux 高级平台和某些其它红帽软件产品，且在任何情况下都只能用于开发目的。

##### 2.2 RED HAT DEVELOPER ENTERPRISE

Red Hat Developer Enterprise 专门针对独立的软件供应商而设计。它包括两项适用于 Red Hat Developer Studio 的权限、一项适用于 Jboss 企业平台和框架（每个最多 32 个 CPU）的权限、八项适用于 Red Hat 企业 Linux 高级平台的权限，以及八 (8) 项分别适用于其他某些红帽软件产品的权限，且无论是哪种情况，都只能用于开发目的。

#### 3. 红帽开发人员订阅级别准则

红帽将按照下表 1.E.3 中规定的准则尽最大努力提供开发支持。有关红帽技术支持联系电话和标准工作时间，请访问以下网站：  
<http://www.redhat.com.cn/support/policy/sla/production/>

Table 1.E.3

	Professional	Enterprise
Hours of Coverage	Standard Business Hours	Standard Business Hours
Support Channel	Web and phone	Web and Phone
Number of Cases	Unlimited	Unlimited
Number of contacts	One developer	Two developers
Software Maintenance	via Red Hat management portal	via Red Hat management portal
Response Guidelines	2 business days for all issues	4 business hours for all issues

表 1.E.3

	Professional	Enterprise
时间范围	标准工作时间	标准工作时间
支持渠道	网络与电话	网络与电话
案例数	不限	不限
联系人数量	一名开发人员	两名开发人员
软件维护	通过红帽管理门户	通过红帽管理门户
回复准则	两个工作日解决所有问题	四个工作小时解决所有问题

**Exhibit 1.F**  
**Technical Account Management Service**  
附录 1.F  
**Technical Account Management 服务**

**1. Technical Account Management (“TAM”) Service consists of:**

- Direct access to a senior RHCE or RHCA qualified Red Hat support engineer
- Exposure and access to Red Hat’s technology and development plans
- Early identification of issues when deploying on Red Hat Enterprise Linux (beta testing, bug/feature escalation/resolution)
- Weekly review calls
- Two on-site technical review visits per year
- Quarterly service performance metrics through the TAM Dashboard
- Subscription to Red Hat’s Technical Account Management monthly newsletter

**TAM Service Parameters**

As described in the Purchase Summary of the Order Form, the TAM will be denominated by one of the following :

- Per Region TAM Service: This TAM Service is a regional-based service offering and is available for each primary Red Hat Region. Red Hat Primary Regions are North America, EMEA and Asia-Pacific.
- Per Customer Team TAM Service: This TAM Service is available on a per Customer Team basis (e.g., for a Client’s Development team, a Client’s System Administration team, a Client’s Support Team, etc.).
- Per Red Hat Product Line: This TAM service is available on a per Red Hat Product Line basos, including the RHEL and JBoss product lines

**3. TAM Service Level**

The response guidelines associated with the TAM service are defined and determined by the underlying Red Hat Software Subscription in accordance with the provisions of this Section 3.

**3.1 Hours of Coverage.** The TAM Service is offered during Red Hat Support Standard Business Hours as set forth at <https://www.redhat.com/support/policy/sla/production/>.

**1. Technical Account Management (TAM) 服务包括 :**

- 直接联系获得 RHCE 或 RHCA 资格的红帽高级支持工程师
- 知悉红帽的技术和开发计划
- 部署红帽企业 Linux (Beta 测试、缺陷/功能升级/解决方案) 时尽早发现问题
- 每周电话评审
- 一年两次现场技术审核
- 每季度通过 TAM Dashboard 考量服务性能
- 订阅红帽 Technical Account Management 每月通讯

**2. TAM 服务参数**

如订单的采购摘要所述, TAM 根据以下情况划分 :

- 按地区划分的 TAM 服务 : 此项 TAM 服务是一项基于地区的服务, 并且在每个主要红帽地区提供此服务。主要红帽地区包括北美、欧洲/中东/非洲地区、亚太地区。
  - 按客户团队划分的 TAM 服务 : 此项 TAM 服务按照客户团队提供 (例如, 客户的开发团队、客户系统管理团队、客户支持团队等)。
- 2 按照红帽产品线划分的 TAM 服务 : 此项 TAM 服务按照红帽产品线划分, 包括 RHEL 和 Jboss 产品线。

**3. TAM 服务级别**

根据本节 (第 3 节) 规定, 与 TAM 服务相关的回复准则是由主要的红帽软件订阅决定的。

**3.1 时间范围。** 有关红帽在支持服务标准工作时间内提供的 TAM 服务, 请访问以下网站 : <http://www.redhat.com.cn/support/policy/sla/production/>

**3.2 TAM engagement outside of Red Hat Standard Business Hours.** Outside of Red Hat Support Standard Business Hours, Clients having purchased Premium Red Hat Product Subscriptions will receive 24x7 Support for only Severity 1 issues. 24x7 Support is provided through Red Hat 24x7 Production Support Lines, under a "follow-the-sun" model.

**3.3 TAM 24x7 processes.** Red Hat's 24x7 production support team will be responsible for addressing issues, but will consult the applicable TAM for advice and to gain a better understanding of the Client's infrastructure, environment and specific needs. Clients who purchase the TAM service in each Red Hat primary Support Region should follow the same process and contact the Red Hat 24x7 support numbers at <https://www.redhat.com/support/policy/sla/production/>.

**3.2** 红帽标准工作时间之外的 TAM 服务预约在红帽支持服务标准工作时间之外，已购买 Premium 红帽产品订阅的客户可以获得每周 7 天，每天 24 小时的全天候支持，但仅限于严重性级别为 1 的问题。每周 7 天，每天 24 小时的支持服务将通过红帽 24x7 生产支持热线以全天候模式提供。

**3.3 TAM 24x7 流程**红帽的 24x7 生产支持团队会负责解决各种问题，但会向适用的 TAM 征询意见，从而更好地了解客户的基础架构、环境和特定需求。在红帽的各主要支持区域购买 TAM 服务的客户都应遵循相同的流程和联系红帽 24x7 支持人员，有关信息，请访问以下网站：  
<http://www.redhat.com.cn/support/policy/sla/production/>

## Exhibit 1.G Management Subscriptions

### 附录 1.G 管理订阅

#### 1. Software Delivery Services.

Red Hat Network (“RHN”) Proxy Server, RHN Satellite Server and JBoss ON are management platforms for the Software. Each RHN Proxy Server and RHN Satellite Server subscription includes access to the Software Maintenance and one (1) premium level Software Subscription to Red Hat Enterprise Linux for use in connection with the RHN Proxy Server or RHN Satellite Server. JBoss ON Services consist of management and monitoring capability for JBoss Software. The RHN Provisioning Module can be used directly with RHN in a hosted mode or with RHN Satellite Server to manage Red Hat Enterprise Linux infrastructure including deployment, configuration, management, updating, and re-deployment of Linux systems.

#### 2. Certain Use Terms.

The terms “RHN Code” and “JBoss ON Code” (collectively, “Code”) mean the software code utilized by RHN or JBoss ON (as applicable) for the purpose of providing Client access to the applicable Service during the term of the Management Subscription. Code is not Software as that term is used in the Agreement. If Red Hat provides Code to Client then, during the term of the Management Subscription and subject to Client’s compliance with the Agreement, Red Hat or the relevant Red Hat Affiliate grants Client a non-exclusive, non-transferable license to use the Code solely for purposes of using the Subscription Services. Client may not: (a) modify, copy, or create any derivative works of the Code; (b) decompile, disassemble or reverse engineer the JBoss ON Code (except to the extent permitted by applicable law without possibility of contractual waiver); (c) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the Code (except to the extent permitted herein); (d) use the Code to create a competing service; or (e) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Code. Upon termination of the subscription period for the applicable Management Subscription, Client will promptly destroy all copies of the Code in its possession. The Code (and any media containing the Code) is copyrighted by and is the confidential information of Red Hat or the relevant Red Hat Affiliate, and Client will not use or disclose any information regarding the Code, except as permitted by the Agreement. The Code is subject to the export control regulations described in Section 5 of the End User License Agreement located at [http://www.redhat.com/licenses/rhel\\_rha\\_eula.html](http://www.redhat.com/licenses/rhel_rha_eula.html), and Client agrees to comply with those restrictions in its use of the Code. For RHN Satellite Server with an embedded database, Client agrees to

#### 1. 软件交付服务。

红帽网络 (RHN) 代理服务器、RHN 卫星服务器和 Jboss ON 都是软件的管理平台。每个 RHN 代理服务器和 RHN 卫星服务器订阅都包括以下内容：获得软件维护和一个 (1) premium 级别的红帽企业 Linux 软件订阅，与 RHN 代理服务器或 RHN 卫星服务器配合使用。JBoss ON 服务有两项功能，即管理和监控 Jboss 软件。RHN 自动配置模块可在宿主模式下直接与 RHN 配合使用，或与 RHN 卫星服务器配合使用，管理红帽企业 Linux 基础架构，包括 Linux 系统的部署、配置、管理、更新和重新部署。

#### 2. 特定使用术语。

术语“RHN 代码”和“JBoss ON 代码”（统称“代码”）指 RHN 或 Jboss ON（如适用）所使用的软件代码，用以在管理订阅期限内向客户提供适用服务的访问权限。代码不是本协议中使用的术语“软件”。如果红帽向客户提供代码，那么在管理订阅期限内并在客户遵守协议的情况下，红帽或相关的红帽分支机构将授予客户非专有且不可转移的使用代码许可，且仅用于使用订阅服务的目的。客户不得：(a) 修改、复制代码，或创建任何代码衍生产品；(b) 解码、反汇编或反向设计 JBoss ON 代码（在适用法律允许范围内，且无合同弃权可能性的情况除外）；(c) 对代码进行重新分配、妨碍、出售、租赁、出租、再许可，或转移代码权利（本协议允许范围除外）；(d) 使用代码创立竞争性服务；(e) 取消或更改代码中包含的商标、标识、版权或其他所有权通告、图标、符号或标签。一旦适用的管理订阅到期，客户必须立即销毁其拥有的所有代码副本。代码（及任何含有代码的介质）是红帽或红帽相关分支机构的机密信息，且版权归其各自所有。除非经本协议许可，否则客户不得使用或泄露与代码相关的任何信息。代码受最终用户许可协议第 5 节中制定的出口控制法规约束，该协议可在以下网站获得：[http://www.redhat.com/licenses/rhel\\_rha\\_eula.html](http://www.redhat.com/licenses/rhel_rha_eula.html)。客户同意在使用代码的过程中遵守这些规定。对于装有嵌入式数据库的 RHN 卫星服务器，客户同意遵守 [www.cn.redhat.com/licenses/satellite\\_embedded.php](http://www.cn.redhat.com/licenses/satellite_embedded.php) 中的条款。

comply with the terms in  
[www.redhat.com/licenses/satellite\\_embedded.html](http://www.redhat.com/licenses/satellite_embedded.html)

## Exhibit 1.H Red Hat Command Center Subscriptions

### 附录 1.H 红帽命令中心订阅

#### 1. Red Hat Command Center Subscription

Red Hat Command Center Subscriptions consists of (i) access to **Red Hat Command Center Portal** (the web-based interface); (ii) **Notification Service** (automated alerts sent by Red Hat Command Center when pre-defined thresholds for warning or critical values are surpassed); and (iii) **Reporting Service** (reporting feature that allows Client to run reports on current and historical monitoring data).

##### 1.1 Notification and Reporting

Notification and Reporting Services are configured through the Red Hat Command Center portal by creating entries for Systems; "**Check(s)**" (specific information being gathered from a System); "**Local URL(s)**" (monitored URL that is monitored by the Scout installed on-site); and "**Remote URL(s)**"(monitored URL that is monitored by Scout(s) installed at other locations).

##### 1.2 Probes

Host, Check, and Local URL are collectively called "**Probes.**" A **System Pack** is an annual subscription for a single Host with unlimited Checks on that Host. Local URL and Remote URL are not included in the System pack

#### 2. Scouts

##### 2.1 Deployment

To provide the Red Hat Command Center Subscription Service, Red Hat will provide at least one (1) "**Scout**" (consisting of software that is not included in the Software) for Client to install on at least one (1) Client system within Client's premises or those of its co-location facility.

##### 2.2 Certain Use of Terms

The Scout software consists of both open source software components ("**OSS**") and closed source software components ("**CSS**") as set forth below. For CSS, Red Hat grants Client a non-exclusive, non-transferable, revocable license to use the CSS solely for the purpose of using the Red Hat Command Center Service. Client may not (a) modify, copy or create any derivative works of the CSS (except to the extent permitted by applicable law without possibility of contractual waiver); (b) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the CSS; (c) use the CSS in a timesharing or service bureau arrangement; or (d)

#### 1. 红帽命令中心订阅

红帽命令中心订阅包括：(i) 访问红帽命令中心门户（基于 Web 的界面）；(ii) 通知服务（当超出预先设定的警告或严重级别阈值时，红帽命令中心自动发出报警）；(iii) 报告服务（客户可以通过报告功能运行当前和过去的监控数据报告）。

##### 1.1 通知和报告服务

通知和报告服务通过红帽命令中心门户以创建系统入口的方式进行配置。“检查”（从某个系统上收集的特定信息）；“本地 URL”（受监控的 URL，由现场安装的 Scout 进行监控）；以及“远程 URL”（受监控的 URL，由在其它地点安装的 Scout 进行监控）。

##### 1.2 探针

主机、检查和本地 URL 统称“探针”。系统包是一种针对单个主机（该主机上没有检查次数限制）的年度订阅。系统包中不包括本地 URL 和 远程 URL。

#### 2. Scout

##### 2.1 部署

为提供红帽命令中心订阅服务，红帽将为客户至少提供一 (1) 套“Scout”（包括不在本软件协议之列的软件），便于客户在其工作场所或公用地点设施安装至少一 (1) 套客户系统。

##### 2.2 特定使用条款

Scout 软件由开源软件组件 (**OSS**) 和闭源软件组件 (**CSS**) 构成，如下所述。对于 CSS，红帽授予客户非专有的、不可转移的、可撤销的许可，并且仅将 CSS 用于红帽命令中心服务的目的。客户不得：(a) 修改、复制 CSS，或创建任何 CSS 衍生产品（在适用法律允许范围内，且无合同弃权可能性的情况除外）；(b) 对 CSS 进行重新分配、妨碍、出售、租赁、出租、再许可，或转移 CSS 权限；(c) 按照分时或服务中心安排使用 CSS；或 (d) 取消或更改 Scout 中包含的商标、标识、版权或其他所有权通告、图标、符号或标签。在任何情况下，红帽都将保留 Scout 的一切权利、名称和利益。在没有得到红帽事先书面批准的情况下，客户不得删除、重新分配、重新配置或以其他方式篡改 CSS。适用的红帽



remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Scout. Red Hat will retain all right, title and interest in the Scout(s) under all circumstances. Client will not remove, relocate, reconfigure, or otherwise tamper with any CSS without the prior written approval of Red Hat. Upon termination of the subscription period for the applicable Red Hat Command Center Service, Client will promptly return all CSS to Red Hat at Client's expense. For OSS, this Section 2.2 does not limit rights under, or grant rights that supersede, the license terms that apply to any individual software component.

### **3. Command Center Fees**

For Red Hat Command Center, Client will pay, in addition to the Fees, for any additional purchases of Units of any or all of the Services listed above at the agreed upon rates (or list price if no agreed upon rate) based on the Average Units of the Services over a monthly period as reported via the Red Hat Command Center portal. "Average Units" means the actual number of Units consumed at one point in time each day, totaling the number of Units for the month and dividing the total number of Units by the number of days in the month

### **4. Production Support**

Available only with Standard Support.

命令中心服务订阅到期之后，客户必须立即将所有的 CSS 返回红帽，费用由客户自理。对于 OSS，本节（第 2.2 节）不限制适用于任何单个软件组件的许可条款规定的权利，同时也不授予任何替代权利。

### **3. 命令中心费用**

对于红帽命令中心，除了支付命令中心费用之外，还必须按照以下价格支付购买上文所述的任一服务单位或所有服务单位的费用：红帽命令中心门户每月报告的服务平均单位的议定价格（如果没有议定价格，则为标价）。“平均单位”指在每天在一个地点消费的实际单位数量。其计算方法是：将一个月的累计单位数量除以当月天数。

### **4. 生产支持**

只有标准支持才提供生产支持。

## Appendix 2

### 附件 2

## Learning Services and JCredits

### 学习服务和 JCredits

The following terms are applicable to any Learning Services or JCredits that Client purchases:

以下条款适用于客户购买的任何学习服务或 JCredits

1. **“Learning Services”** means Red Hat's training courses purchased under an Order Form, including Red Hat's publicly available courses (**“Open Enrollment Courses”**) and courses provided at a site designated by Client (**“On-Site Courses”**). **“Training Units”** are Red Hat's training credits and **“JCredits”** are additional credits that may be redeemed by Client at a future time in accordance with the terms of this Appendix 2. Except for United States Government end users, all Learning Services and JCredits must be used within one (1) year from the Effective Date of the Order Form or will be forfeited.

1. **“学习服务”**是指根据一项订购表购买的红帽的培训课程，包括红帽面向公众的课程（**“公开注册课程”**）和在客户指定的现场所提供的课程（**“现场课程”**）。**“培训单元”**是指红帽的培训信用值，**JCredits** 是客户可根据本附件 2 的条款在将来某个时点要求兑换的额外信用值。除非美国政府的最终用户，所有学习服务和 **JCredits** 必须在订购表生效日起的一（1）年以内使用，否则将被没收。

2. **Payment.** All Fees for Learning Services and JCredits are due and payable in full prior to the delivery of such Learning Services or JCredits. Unless otherwise specified in the Order Form, instructor travel and expenses are included in the Fees for On-Site Courses.

2. **付款** 所有学习服务和 **JCredits** 的服务费在交付前应全额支付。除非订购表中另有明确规定，授课人员的差旅和其他开支应包含在现场课程的服务费中。

3. **Equipment and Facilities.** For Open Enrollment Courses, Red Hat agrees to provide appropriate training facilities and hardware, and Client will be liable for any loss or destruction of such equipment and hardware used in connection with the Learning Services. For On-Site Courses, Client will supply the facility and equipment as set forth at <https://www.redhat.com/training/solutions/requirements.html>.

3. **设备和设施** 红帽同意为公开注册课程提供适当的培训设施和硬件，而学习服务所使用的该类设备和硬件的任何灭失或毁坏，应由客户负责。客户将为现场课程提供设施和设备，具体要求见 <https://www.redhat.com/training/solutions/requirements.html>。

4. **Client Responsibilities.** Client is responsible for assessing the participants' suitability for the Learning Services and enrollment in the appropriate course(s). Client is responsible for its participants' attendance at scheduled courses.

4. **客户责任** 客户负责评估学习服务参加者是否适合参加学习服务及其在适当课程中的注册。客户还负责其参加者按时出席计划好的课程。

5. **Rights to Training Materials.** All training products, materials, methodologies, software, or processes provided in connection with the Learning Services and developed during the performance of the Learning Services (collectively, the **“Training IP”**) are the sole property of Red Hat or a Red Hat Affiliate and are copyrighted by Red Hat or its Affiliates unless otherwise indicated thereon. Training IP is provided solely for the use of the participants and will not be copied or transferred without the prior written consent of Red Hat. Training IP is Red Hat's confidential and proprietary information.

5. **培训材料的相关权利** 与学习服务相关而提供的、或在学习服务履行期间所开发的所有培训产品、资料、方法、软件或过程（统称为**“培训 IP”**），皆为红帽或其某一关联机构的专有财产，其著作权归红帽或其关联机构所有，除非对此另有规定。培训 IP 仅供参加者使用，未事先征得红帽的书面同意，不得对其复制或转让。培训 IP 是红帽的保密信息和专有信息。

6. **Delivery Date and Cancellation.** Cancellation policies and the procedures for scheduling of On-Site Courses are available at [www.redhat.com/training/cancellation.html](http://www.redhat.com/training/cancellation.html)

6. **交付日期与取消** 有关现场课程的取消政策和预约程序，请见以下网站：  
[www.redhat.com/training/cancellation.html](http://www.redhat.com/training/cancellation.html)。

**7. Credit Redemption.** Training Units and JCredits can be redeemed for Learning Services or other Red Hat services set forth at <https://www.redhat.com/training/solutions/manager/units/>. Training Units and JCredits (a) are non-refundable, (b) may not be redeemed for cash or credit, and (c) cannot be pro-rated or combined with any other discount, special offer or coupon.

**7. 信用兑换** 培训单元和 **JCredits** 可用于换取学习服务或其它红帽的服务。详见 <https://www.redhat.com/training/solutions/manager/units/>。培训单元和 **JCredit** (a) 不可退款；(b) 不可兑换现金或信用，和 (c) 不可按比例折算或与任何其它折扣、优惠政策或优惠券结合使用。