PARTNER TERMS AND CONDITIONS
CHINA
合作伙伴条款与条件
中国

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PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ACCESSING OR CONSUMING THE SOFTWARE OR SERVICES FROM RED HAT. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. 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 YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE, ACCESS OR CONSUME THE RED HAT SOFTWARE OR SERVICES.

使用、访问或消费 RED HAT 软件或服务之前，请仔细阅读本协议。点击接受或使用、访问或消费 RED HAT 软件或服务，表示您同意接 受本协议，并且确认您已阅读并理解这些条款。代表某实体行事的个 人表示其有权代表该实体签署本协议。如果您不接受本协议条款，您 不能使用、访问或消费 RED HAT 软件或服务。

These Partner Terms and Conditions are between Partner and **Red Hat Software (Beijing) Co., Ltd** ("**Red Hat**") and together with the Partner Acceptance Document(s), Program-specific terms ("**Program Appendix**"), and any Transaction Documents (defined below) are, collectively, the "**Agreement**".

本合作伙伴条款与条件由合作伙伴与**红帽软件（北京）有限公司**（以下简称"**红帽**"）签订，并与合作伙伴批准文件、计划特定条款（以下简称"**计划附录**"）以及任何交易文件（定义见下文）统称为"**协议**"。

1. Programs

1.1 **Program Terms and Updates**. Red Hat's partner programs ("**Programs**") are designed to promote Red Hat Products, augment Partner expertise and resources, and enhance satisfaction of end users, as defined in the Program Appendices ("**End Users**"). Each Program Appendix sets forth the terms specific to that Program. Red Hat may update Program Appendices from time to time by providing Partner with 30 days' notice. If Partner objects to the updated Program Appendix, then Partner may give Red Hat written notice of such objection within the 30 day notice period, in which case the existing Program Appendix will continue to apply until the next renewal date unless sooner terminated. If Partner chooses to renew the Program, then Partner will be deemed to have accepted the updated Program Appendix and the updated Program Appendix will apply as of the applicable renewal date. "**Red Hat Products**" means Red Hat branded offerings made available by Red Hat. "**Software**" means Red Hat branded software that is made available as part of a Red Hat Product. "**Service(s)**" means Red Hat branded services such as support services, training services, subscription services, online services, consulting services or other services provided as part of a Red Hat Product.

1. 计划

1.1 **计划条款和更新**。红帽合作伙伴计划（以下简称"**计划**"）旨在推广红帽产品，增强合作伙伴的专业技能和资源，提高计划附录中定义的最终用户（以下简称"**最终用户**"）的满意度。每个计划附录都规定了该计划的特定条款。红帽可不时更新计划附录，但需提前 30 天通知合作伙伴。如果合作伙伴对更新后的计划附录有异议，则合作伙伴可在 30 天通知期内向红帽发出书面异议通知，在这种情况下，现有计划附录将在下一个续订日期之前继续适用，除非提前终止。如果合作伙伴选择续订计划，则合作伙伴将被视为已接受更新后的计划附录，并且更新后的计划附录将自适用的续订日期起生效。"**红帽产品**"是指红帽提供的红帽品牌产品。"**软件**"是指提供的作为红帽产品一部分的红帽品牌软件。"**服务**"是指红帽品牌服务，例如支持服务、培训服务、订阅服务、在线服务、咨询服务或作为红帽产品一部分提供的其他服务。

1.2 **Partner Subscriptions**. For certain Programs, and only during the term of an active Program, Red Hat may provide Partner with access to subscriptions for non-production use subject to acceptance of the applicable terms in the Red Hat partner portal and this Agreement ("**Red Hat Partner Subscriptions**").

1.2 **合作伙伴订阅**。对于某些计划，红帽可在有效计划的期限内向合作伙伴提供用于非生产用途的订阅权限，前提是合作伙伴接受红帽合作伙伴门户网站和协议的适用条款（以下简称"**红帽合作伙伴订阅**"）。

2. Affiliate Authorization

Affiliates of Partner may participate in a Program only upon Red Hat's approval and Partner Affiliate's execution of a written participation agreement with Red Hat or a Red Hat Affiliate to bind such Partner Affiliate to this Agreement. "**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.

2. 关联公司授权

合作伙伴的关联公司仅可在红帽批准之后且该合作伙伴关联公司与红帽或红帽关联公司签署了书面参与协议（以使该合作伙伴关联公司受本协议约束）后，方可参与计划。"**关联公司**"是指具有所有权和控制权的一个实体，它由"一方"所有或控制，或者与"一方"共同控制或所有，其中"**控制**"是指通过拥有有表决权证券、依据合同或其他方式，直接或间接拥有管理一个实体的权力或拥有决定一个实体管理方向和政策的权力。

3. Territory

Partner may participate in the Programs only in the territory specified in the applicable Partner Acceptance Document or, if no territory is specified in the applicable Partner Acceptance Document, the country of Partner's incorporation (the "**Territory**").

4. Fees

Fees, if applicable, will be set forth in the Program Appendix (which may include reference to a Program-specific price book) or in an order form, product rider, or other document referencing this Agreement, as mutually agreed and executed by the parties (a "**Transaction Document**"), and will be due and payable as set forth in such Program Appendix or Transaction Document. Unless otherwise agreed in a Transaction Document, all amounts owed under the Agreement are to be paid in Chinese Renminbi Yuan to Red Hat Software (Beijing) Co., Ltd.

5. Payment

If Partner acquires Red Hat Products directly from Red Hat, Red Hat will invoice Partner and Red Hat may require a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not modify the terms of this Agreement or be binding on Red Hat. Partner must pay all fees due to Red Hat either (a) no later than 30 days from the date of invoice if Red Hat has approved Partner for such credit terms, (b) if Partner has not been approved for net 30 day credit terms, then on a prepaid basis, or (c) as otherwise agreed in an applicable Transaction Document, in each case without regard to when or whether Partner collects payment from its customers. Credit is subject to Red Hat's approval, and Red Hat may change credit terms including periodic review and reconfirmation of Partner's credit limit and creditworthiness with Partner's cooperation. Red Hat may refuse to accept any order if the order itself, or in aggregate with open invoice amounts, exceeds the amount for which Partner's creditworthiness has been established. If Partner disputes any invoice under this Agreement, such dispute must be received by Red Hat in writing at least 15 days prior to the due date of the invoice. Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including reasonable attorneys' or legal fees. All fees and other amounts paid under the Agreement are non-refundable. Any payments more than 30 days past due may be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

6. Taxes

All amounts payable will be exclusive of any Taxes. "**Taxes**" means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges, or penalties, arising from or relating to this Agreement or any Red Hat Products, other than those taxes based on the net income of Red Hat. If any Taxes are currently or subsequently determined to be payable in relation to Partner's purchase of Red Hat Products, and unless Partner presents Red Hat with a valid tax exemption or resale certificate, Red Hat will issue an invoice to Partner and Partner will pay or reimburse Red Hat for the Taxes. If Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made. If, as a result of Partner moving, accessing, or using Red Hat Products

3. 合作地区

合作伙伴只能在适用的合作伙伴批准文件中指定的合作地区参与计划，或者，如果适用的合作伙伴批准文件未指定合作地区，则只能在合作伙伴注册成立的国家/地区（以下简称"**合作地区**"）参与计划。

4. 费用

费用（如适用）将在计划附录（其中可能包括对特定计划价目表的引用）或双方一致同意并签署的订单、产品附加条款或引用本协议的其他文件（以下简称"**交易文件**"）中列明，并将按照此类计划附录或交易文件的规定到期支付。除非交易文件另有约定，否则，协议项下的所有应付款项均应以中国的人民币（元）为单位支付给红帽软件（北京）有限公司。

5. 付款

如果合作伙伴直接从红帽购买红帽产品，则红帽将向合作伙伴开具发票，并且红帽可能会要求就应付给红帽的任何款项发出采购订单，但采购订单中包含的任何条款均不得修改本协议的条款，也不得对红帽具有约束力。合作伙伴必须在以下情况下支付应付给红帽的所有费用：(a) 自发票日期起 30 天内支付，前提是红帽已批准合作伙伴适用此类信用期限，；(b) 如果合作伙伴适用净 30 天的信用期限未获批准，则应按预付方式支付；或 (c) 按适用的交易文件中另行约定的方式支付，在每种情况下，均不考虑合作伙伴何时或是否向其客户收款。信用须经红帽批准，红帽可更改信用期限，包括在合作伙伴的配合下定期审查和重新确认合作伙伴的信用额度和信用度。如果订单本身或订单与未结发票合计总额超过已确定的合作伙伴信用度限额，则红帽可拒绝接受任何订单。如果合作伙伴对本协议项下的任何发票提出异议，则该争议必须在发票到期日前至少提前 15 天以书面形式提交给红帽。对于红帽产生的、与过期未付款项追收相关的所有成本和开销，包括合理的代理律师费或法律费用，合作伙伴均须予以偿还。根据协议支付的所有费用和其他款项均不可退还。任何逾期 30 日的款项可能会加收每月百分之一点五 (1½%) 或法律许可的最高费率的滞纳金，以较低者为准。

6. 税款

所有应付款项均不包括任何税款。"**税款**"是指由本协议或任何红帽产品引起或与之相关的任何形式、任何性质且由任何机构征收的税款，包括任何利息、附加费或罚款，但根据红帽净收入征收的税款除外。如果由于合作伙伴购买红帽产品而在当前或随后确定应支付的任何税款，则除非合作伙伴向红帽出示有效的免税或转售证明，否则红帽将向合作伙伴开具发票，而合作伙伴将向红帽支付或偿还税款。如果适用的国内或国外法律或法规要求合作伙伴扣留或扣除部分应支付给红帽的款项，则合作伙伴应增加支付给红帽的总额，增加额度应保证红帽收到在没有扣留或扣除的情况下应得的金额。如果合作伙伴跨境移动、访问或使用红帽产品，从而导致任何政府机构征收关税、税费、税款或费用（包括任何此类产品的进出口预扣税），则合作伙伴同意，其将负责并支付任何此类税费、税款或费用。双方应本着真诚的态度共同努力，尽量减少跨境交易带来的不利税务影响。

across a border, any authority imposes a customs duty, tax, levy or fee (including withholding taxes for the import or export of any such offering), then Partner agrees that it is responsible for, and will pay, any such tax, levy or fee. The parties will work together in good faith to minimize adverse tax consequences created by cross-border transactions.

7. Review

During the Term and for two years thereafter (a) Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and business activities related to this Agreement, and (b) Red Hat or its designee, acting in accordance with Section 12.2, may inspect Partner's records to verify Partner's compliance with this Agreement. Partner agrees to respond promptly to requests for information, documents or records and reasonably cooperate in connection with any such verification. If Red Hat notifies Partner of any noncompliance or underpayment, then Partner will resolve the noncompliance or underpayment within 15 days from the date of notice.

8. Trademarks

8.1 The term "**Red Hat Marks**" means the trademarks owned by Red Hat, LLC, or its subsidiaries, whether registered or unregistered, and approved by Red Hat for use by Partner. Red Hat grants Partner a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license in the Territory during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of Red Hat Products as permitted in this Agreement. Partner agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat and to adhere to the trademark usage guidelines found at: http://www.redhat.com/about/corporate/trademark/guidelines and any other trademark terms contained in a Program Appendix. Any other use of Red Hat Marks is not permitted. Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials.

8.2 All use of Red Hat Marks by Partner, and all goodwill associated with such use, will inure to the sole benefit of Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the license expressly granted in Section 8.1. Partner will not challenge the validity of Red Hat Marks nor assist anyone in challenging their validity. Partner will not attempt to register any Red Hat Mark or any domain names containing a Red Hat Mark, and will not use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to, any Red Hat trade name, trademark or service mark during or after the Term of this Agreement. Partner will not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Program Participation Requirements

9.1 This Agreement establishes the rights and obligations associated with the Programs and Red Hat Products. The terms and conditions are not intended to limit Partner's rights under the terms of an applicable open source license.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product) that Partner sells to an End User under a Program, Partner will purchase the equivalent Red Hat Product, including with respect to the term (e.g., 1 or 3 years) and support level (e.g., standard, premium). For example, Partner may not purchase a Red Hat Product and then break up the term into multiple shorter increments of

7. 审查

在协议期限内以及之后的两年内，(a) 合作伙伴将保存和维护与以下内容相关的商业方面适当的书面记录：合作伙伴使用和分销红帽产品以及与本协议相关的商业活动，以及 (b) 红帽或其指定人员可根据第 12.2 节的规定检查合作伙伴的记录，以核实合作伙伴是否遵守本协议。合作伙伴同意对索取信息、文件或记录的要求迅速做出回应，并在任何此类核实中给予合理配合。如果红帽将任何不合规或未足额付款的情况通知合作伙伴，则合作伙伴应在收到通知之日起 15 天内解决不合规或未足额付款的问题。

8. 商标

8.1 术语**"红帽商标"**是指由美国 Red Hat, LLC 公司或其子公司拥有并经红帽批准后提供给合作伙伴使用的商标，不论此类商标是否已注册。红帽授予合作伙伴在合作地区和协议期限内具有有限的、非排他性的、不可转让的、不可分许可的、无特许使用费的、可撤销的许可权，许可合作伙伴仅在本协议允许的红帽产品市场营销和分销活动中使用红帽商标。合作伙伴同意仅按照本协议的规定使用红帽商标，在使用过程中遵守红帽制定的质量标准并同意遵守位于 http://www.redhat.com/about/corporate/trademark/guidelines 的商标使用指南以及计划附录中包含的任何其他商标条款。不得将红帽商标用于任何其他用途。合作伙伴应向红帽提供包括网页、营销、广告、推广和宣传材料在内的任何材料中具有代表性的红帽商标使用范例。

8.2 合作伙伴对红帽商标的所有使用均应仅以红帽为受益人，且与此类使用相关的商誉应仅归红帽所有。除第 8.1 节明确授予的许可外，合作伙伴不能获得红帽商标的任何权利、称号或利益，或与红帽商标相关的商誉。合作伙伴不得对红帽商标的有效性提出异议，也不得协助任何人质疑其有效性。合作伙伴不得试图注册任何红帽商标，或包含红帽商标在内的任何域名，也不得在本协议期限内或期限后，使用或注册任何容易造成混淆的或引用与红帽商品名、商标或服务标识相似的商品名、商标、服务商标、标语、徽标或域名。合作伙伴不得贬损红帽、红帽商标或红帽产品。

9. 计划参与要求

9.1 本协议确立了与计划和红帽产品相关的权利和义务。条款与条件无意限制合作伙伴根据适用的开放源代码许可条款所享有的权利。

9.2 对于合作伙伴根据计划向最终用户销售的每件红帽产品（或包含红帽产品的合作伙伴产品），合作伙伴将购买同等条件的红帽产品，此类条件包括期限（如 1 年或 3 年）和支持级别（如标准、高级）。例如，合作伙伴不得购买红帽产品，然后将期限拆分成多个较短的时间增量进行转售。同样地，合作伙伴仅获授权转售其购买的完整红帽产品，而不允许分拆销售或部分销售红帽产品。合作伙伴将协同红帽确保其将

time for resale. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased. If Partner (a) resells, distributes, or uses Red Hat Products for Partner's own internal or production use or (b) resells, distributes, or uses Red Hat Products other than as expressly permitted in the applicable Program Appendix, then Partner agrees to pay the applicable fees for the appropriate Red Hat Products under Red Hat's standard terms for such use.

红帽产品转售给最终用户的行为符合红帽产品购买条款的规定。如果合作伙伴 (a) 出于合作伙伴自己的内部或生产目的转售、分销或使用红帽产品，或 (b) 没有按照适用计划附录明确允许的用途转售、分销或使用红帽产品，则合作伙伴同意根据与此类使用相关的红帽标准条款，支付相应红帽产品的适用费用。

9.3 Partner will not access Services to create an offering for the benefit of any other person or entity, or permit any third party to do so, unless specifically permitted in this Agreement. Without limiting any other remedies, Red Hat may immediately suspend its performance, or terminate this Agreement or Partner's participation in any Program, if Red Hat determines that any of the Services are being used by Partner to: (a) avoid paying fees due under this Agreement; (b) provide Services to third parties outside of the scope of a Program; or (c) create revenue without payment of fees to Red Hat for Services. Partner agrees: (x) if Partner makes modifications to Software without written agreement from Red Hat, Partner will assume all support responsibility for any issues that are not reproducible by Red Hat on unmodified Software; and (y) not to use or resell the Services in any manner or for any purpose not permitted by this Agreement.

9.3 除非本协议特别许可，否则合作伙伴不得为了任何其他人士或实体的利益访问服务以创建产品，也不得允许任何第三方这样做。在不限制任何其他补救措施的前提下，如果红帽认定合作伙伴将任何服务用于以下目的，红帽可立即暂停履行或终止本协议或合作伙伴对任何计划的参与：(a) 回避支付本协议项下的应付费用；(b) 向计划范围之外的第三方提供服务；或 (c) 创造收入但未向红帽支付服务费用。合作伙伴同意：(x) 如果合作伙伴在未经红帽书面同意的情况下对软件进行修改，则对于红帽在未经修改的软件上无法重现的任何问题，合作伙伴将承担全部支持责任；和 (y) 不得以未经本协议允许的任何方式或目的使用或转售服务。

10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat, its Affiliates or its licensors, notwithstanding any use of terms such as "purchase," "sale," or the like within this Agreement. Red Hat, its Affiliates or its licensors, as applicable, reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Red Hat may provide access to optional third party software and, if Partner chooses to install, use, or distribute the third party software, Partner agrees to abide by the corresponding license terms for the software.

10. 知识产权

合作伙伴同意：尽管本协议中使用"购买"、"出售"或类似术语，在协议双方中，世界各地红帽产品中或与之相关的商品名、商标、服务商标、版权、专利、商业秘密、域名和所有其他知识产权和行业产权，包括精神权，及所有的申请、临时申请、登记注册、续约和续订，以及所有相关的商誉（现在或将来），均为红帽、其关联公司或其许可人所有或授权。红帽、其关联公司或其许可方（如适用）保留本协议中所有未明确授予的所有权利以及所有未明确授予给红帽产品的权利（包括任何商标权、版权、专利权或红帽的其他知识产权）。红帽可能会提供可选第三方软件的访问权限，如果合作伙伴选择安装、使用或分销第三方软件，则合作伙伴同意遵守该软件的相应许可条款。

11. Warranties, Limitations, Disclaimers, Insurance and Indemnity

11.1 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 Partner; and (c) to Red Hat's knowledge, the Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.

11. 担保、限制、免责声明、保险和赔偿

11.1 **一般声明和担保。**红帽声明并保证：(a) 服务将由合格人员以专业和熟练的方式提供；(b) 其有权与合作伙伴签订本协议；以及 (c) 据红帽所知，软件在交付给合作伙伴时不包含旨在破坏或损坏软件的恶意代码。

11.2 Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no

11.2 免责声明。除上述第 11.1 节的规定之外，在适用法律允许的最大范围内，红帽产品将按"现状"提供，而不提供任何形式的保证和条件，包括有关适销性、非侵权性及适合特定目的的默示保证。合作伙伴不能代表红帽公司就红帽产品做出任何声明或保证。

representations or warranties on behalf of Red Hat regarding the Red Hat Products.

11.3 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER AND ANY TRANSACTION DOCUMENT HEREUNDER, 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 GREATER OF (A) THE TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR (B) U.S. $5,000.00. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.

11.3 责任限制。在适用法律允许的最大范围内，在任何情况下，红帽及其关联公司因本协议或其标的事项或与本协议及以下任何交易文件引起而向合作伙伴及其关联公司支付的总体与累积赔偿额，不受是否履行义务的限制，无论是何种行为动机，无论是基于合同、侵权（包括但不限于过失）、法规，或其他情况，将仅限于直接损坏，并且不超过 (A) 合作伙伴及其关联公司在第一次引发作为索赔标的的红帽产品或服务的责任事件发生十二 (12) 个月内根据本协议规定向红帽及其关联公司支付的总金额，或者 (B) 5,000.00 美元，取二者中金额较高者为限额。上述限制责任不适用于针对由红帽或其雇员的疏忽造成的人身伤害（包括死亡）以及个人有形资产损坏的
索赔。

11.4 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY TRANSACTION DOCUMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, 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. Without limiting the generality of the foregoing disclaimer, Red Hat Products are not designed, manufactured or intended for use in the planning, construction, maintenance, control or operation of (a) nuclear facilities, (b) aircraft navigation, control or communication systems, (c) weapons systems or (d) life support systems. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products.

11.4 损害免责声明。尽管本协议或任何交易文件中包含任何相反的规定，在适用法律允许的最大范围内，红帽或其关联公司在任何情况下均不对合作伙伴或其关联公司承担如下责任：任何基于第三方索赔而提出的索赔；任何偶然的、后果性的、特殊的、间接的、惩戒性的或惩罚性的损害，无论是侵权、合同还是其他方面导致的损害；或因任何故障、延迟、数据丢失、利润损失、储蓄损失、服务中断、业务或预期利润损失而引起或与之有关的任何损害，即使红帽或其关联公司已被告知这种损害的可能性。在不限制上述免责声明的一般性原则的情况下，红帽产品的设计、制造或使用目的并非用于 (a) 核设施，(b) 航空器导航、控制或通信系统，(c) 武器系统，或 (d) 生命维持系统的规划、建设、维护、控制或运行。合作伙伴同意对使用红帽产品所产生的后果负完全责任。

11.5 Insurance and Indemnity. Partner will obtain and maintain during the Term and for two years thereafter, at its own expense, appropriate and sufficient insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement and any potential liability arising from such activities. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage. Partner will indemnify and defend Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement. In connection with any such indemnification, Red Hat will (a) promptly notify Partner in writing of the claim, (b) supply information reasonably requested by Partner, and (c) allow Partner to control, and reasonably cooperate in, the defense and settlement (provided that no such settlement imposes any costs or obligations on Red Hat).

11.5 保险与赔偿。在协议期限内和之后的两年内，合作伙伴将自费向信誉良好的保险公司购买并保留适当、足够的保险，以涵盖合作伙伴在本协议中预期的活动以及由此类活动产生的任何潜在责任。如若红帽提出要求，合作伙伴应向红帽提供所有保险范围的保险凭证。如果第三方提出与合作伙伴的任何行为（包括但不限于本协议的实施或不实施）有关的要求或主张，合作伙伴应赔偿所有的债务、损失、成本、损害或开销，包括因此引起的合理的代理律师费、律师费或法律费用和成本，并为红帽抗辩。对于任何此类赔偿，红帽将 (a) 立即以书面形式将索赔通知合作伙伴，(b) 提供合作伙伴合理要求的信息，以及 (c) 允许合作伙伴控制辩护与和解，并在辩护与和解中给予合理配合（前提是此类和解不会给红帽带来任何费用或义务）。

12. Publicity, Confidentiality, and Privacy

12.1 Publicity. Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder) at any time during or after the Term. Partner or Red Hat may reference its relationship with the other in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither party will issue formal press releases or other similar activities referencing the other party without the written consent of the other party.

12.2 Confidentiality. Each party will maintain the confidentiality of Confidential Information received from the other party under this Agreement, and will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient will use Confidential Information of the other party only to exercise its rights and perform its obligations under this Agreement. The recipient will disclose Confidential Information only to its Affiliates, employees, agents and contractors with a need to know and subject to written obligations (or, in the case of legal counsel, duties of professional responsibility) to keep such information confidential using standards of confidentiality at least as protective as those required by this Agreement. **"Confidential Information"** means all information and materials disclosed by either party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (a) is or later becomes publicly available other than as a result of the recipient's breach of this Agreement; (b) is known to the recipient prior to receipt from the disclosing party without obligation of confidentiality to the disclosing party; (c) is independently developed by the recipient without use of the disclosing party's Confidential Information; or (d) is received by the recipient from a third party that does not have confidentiality obligations to the disclosing party with respect to the information; (e) is generally known or easily ascertainable by parties of ordinary skill in the business of the recipient; or (f) is software code in either object code or source code form that is licensed under an open source license (as defined by the Open Source Initiative (https://opensource.org/). Except as set forth in Section 12.1, the obligations regarding confidentiality and use set forth in this Section 12.2 will continue in effect for a period of two (2) years following the initial disclosure of the particular Confidential Information.

12.3 Privacy. With the exception of business contact information (as described below), Red Hat does not require personal data of Partner or End Users under this Agreement. Each party acknowledges that (i) the parties and their Affiliates may, wherever they do business, store and otherwise process certain personal data of the other party that constitutes business contact information (such as names, business email addresses, and business phone numbers) during the course of this Agreement for purposes including, but not limited to, billing, account management, customer service and communication, and for enabling each party to participate in the Programs, and (ii) each party is an independent "business" or "controller" (or similar concept) under applicable privacy laws with respect to such business contact information. In the event that Partner provides Red Hat with End User Personal Data (as defined below) under this Agreement or any Programs, Partner represents and warrants that Partner obtained such data lawfully and may lawfully share such data with Red Hat for Red Hat's intended purposes pursuant to this Agreement. Without limiting the foregoing, Partner represents and warrants that, where

12. 公开性、保密性和隐私

12.1 公开性。合作伙伴应对本协议条款（包括协议规定支付的费用）保密，并且在协议期限内或之后的任何时候都不得向第三方透露、出售或宣传。合作伙伴或红帽在正常业务过程（包括在财报电话会议、与分析师沟通、媒体会谈、客户情况介绍、一般性市场活动以及定期文件归档的过程）中可提及其与合作伙伴的关系。任何一方无需经另一方书面同意均可引用另一方的观点发表正式新闻稿或参与其他类似活动。

12.2 保密性。每一方均应对本协议项下从另一方收到的机密信息保密，并应至少应以保护其自身机密信息一样的谨慎态度对待此类机密信息，任何情况下都必须理智谨慎。接收方只能出于行使本协议规定的权利和履行本协议规定的义务的目的使用另一方的机密信息。接收方仅向其需要知晓的关联公司、员工、代理机构和承包商披露机密信息，但他们须遵守书面义务（或法律顾问的职业责任义务），按照保护程度不低于本协议要求的保密标准保存此类机密信息。**"机密信息"**是指任何一方在协议期限内向另一方披露的所有标记为机密的信息和材料，或根据信息的性质或披露的相关情况，被合理地视为机密信息的信息和材料。机密信息不包括以下信息：(a) 非因接收方违反本协议而在当前或以后成为公开可获得的信息；(b) 接收方在从披露方收到信息之前就已知晓且无需对披露方承担保密义务的信息；(c) 接收方不使用披露方机密信息而独立开发的信息； (d) 接收方从第三方收到的信息，而该第三方不就该信息对披露方负有保密义务； (e) 具备接收方业务中普通技术的人员通常知道或容易确定的信息；或 (f) 根据开源许可证（定义详见开源代码计划 (https://opensource.org/)）**被授予许可证的、目标代码或源代码形式的软件代码。**除第 12.1 节规定的情况外，本第 12.2 节规定的保密和使用义务应在特定机密信息首次披露后的两 (2) 年内继续有效。

12.3 隐私。除业务联系人信息（如下所述）外，红帽在本协议项下不要求合作伙伴或最终用户提供个人数据。各方确认， (i) 在本协议期间，双方及其关联公司（无论在何处开展业务）均可能存储和以其他方式处理构成业务联系信息的另一方的某些个人数据（例如姓名、业务电子邮件地址和业务电话号码），此类数据存储和处理的目的包括但不限于计费、账户管理、客户服务和通信，以及使各方能够参与计划；以及 (ii) 根据有关此类业务联系信息的适用隐私法律，每一方都是独立的"企业"或"控制方"（或类似概念）。如果合作伙伴根据本协议或任何计划向红帽提供最终用户个人数据（定义见下文），则合作伙伴声明并保证，此类数据是以合法的方式获得的，且合作伙伴可以根据本协议合法地与红帽共享此类数据，以用于红帽的预期目的。在不限制前述规定的前提下，合作伙伴声明并保证，如果法律有要求，合作伙伴已向最终用户发出通知并征得其同意，以便红帽可以接收、转移和以其他方式处理此类最终用户的个人数据。红帽可能使用全球各地的人员和资源以及第三方供应商来支持红帽产品的交付。"**最终用户个人数据**"是指合作伙伴提供给红帽用于履行本协议的个人联系信息和其他个人信息。合作伙伴承诺，其

legally required, Partner provided notice to, and obtained consent from, an End User so Red Hat may receive, transfer and otherwise process such End User Personal Data. Red Hat may use personnel and resources in locations worldwide and third-party suppliers to support the delivery of Red Hat Products. "**End User Personal Data**" means the contact information and other personal information of individuals provided by Partner to Red Hat for use by Red Hat in furtherance of this Agreement. Partner undertakes that it will at all times comply with the provisions of all data protection, data security and privacy laws and regulations applicable to its obligations pursuant to this Agreement, and will ensure that its Affiliates and its and their employees, agents and contractors do likewise. Partner will not share sensitive personal data (as such term is defined under applicable privacy and data protection laws) with Red Hat.

将始终遵守适用于其在本协议项下义务的所有数据保护、数据安全和隐私法律法规的规定，并确保其关联方及其员工、代理商和承包商也同样遵守。合作伙伴不会与红帽共享敏感个人数据（该术语的定义见适用的隐私和数据保护法律）。

13. Term and Termination

13.1 **Term.** This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("**Term**"). The term of each Program Appendix is independent of the term of any other Program Appendix. "**Effective Date**" means, as applicable, (a) if you are entering into this Agreement through a Partner Acceptance Document, the date of the last signature on the Partner Acceptance Document, or (b) if you are entering into this Agreement as an electronic contract as described in Section 18, the date of your online acceptance of the Agreement. Unless otherwise agreed in writing, any subscriptions for Red Hat Products purchased under a Program Appendix will commence upon the earlier of (x) the first use of such Red Hat Product, (y) the purchase date of such Red Hat Product, or (z) the commencement date set forth in the Program Appendix or Transaction Document.

13. 期限和终止

13.1 **期限。**本协议从生效之日起，将一直延续到所有适用的计划附录到期或终止（简称**"协议期限"**）。每个计划附录的期限均独立于任何其他计划附录的期限。**"生效日期"**是指（视情况而定）(a) 如果您通过合作伙伴批准文件签订本协议，则指合作伙伴批准文件上在后签名的日期，或 (b) 如果您按照第 18 节所述以电子合同形式签订本协议，则指您在线接受本协议的日期。除非另有书面约定，根据计划附录购买的红帽产品的任何订阅将从以下较早的日期开始： (x) 首次使用此类红帽产品，(y) 此类红帽产品的购买日期，或 (z) 计划附录或交易文件中规定的开始日期。

13.2 **Termination.** Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon 90 days' prior written notice to Partner. If Partner or Red Hat materially breaches the terms of this Agreement, and the breach is not cured within 30 days after written notice of the breach is given to the breaching party (except for Partner's breach of its payment obligations, in which case the cure period is five days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix, and provided that no cure period is required for a breach of Sections 8, 9, 12.2, 14 or 15 hereof.

13.2 **终止。**红帽可以（在不损害任何其他权利或补救措施的前提下）在提前 90 天向合作伙伴发出书面通知后，随时以任何理由终止本协议的全部或部分内容（包括任何计划附录和合作伙伴对任何计划的参与）。如果合作伙伴或红帽严重违反本协议的条款，且在向违约方发出书面违约通知后 30 天内仍未纠正违约行为（合作伙伴违反付款义务的情况除外，在这种情况下，纠正期限为五天），则另一方可在不损害任何其他权利或补救措施的情况下，通过向违约方发出书面终止通知来终止本协议的全部或部分内容（包括任何计划附录和合作伙伴对任何计划的参与）；除非本协议或适用的计划附录另行规定了更短的纠正期限，并且，无需对违反本协议第 8、9、12.2、14 或 15 节的行为规定纠正期限。

13.3 **Effect of Agreement Termination or Expiration**. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (a) cease referring to itself as a Red Hat Partner or by any other title associated with a Program, including all use of those titles in any communication or advertising; (b) cease any and all promotion, demonstration, sale and distribution of the Red Hat Products; (c) cease all use of the Red Hat Marks; (d) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and promotional materials; and (e) remit all fees due to Red Hat within 15 days of such termination or expiration. If the termination is not the result of a Partner breach, then Partner will be entitled to sell, for a period of no longer than 60 days after termination, Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed End User contracts of Partner outstanding at

13.3 **协议终止或到期的结果**。本协议无论因何种原因全部终止或到期，都将立即结束合作伙伴对任何和所有计划的参与。终止或到期后，合作伙伴应当立即 (a) 停止作为红帽合作伙伴的身份，以及与计划相关的任何其他称号，并停止在任何通讯和宣传中使用这些称号；(b) 停止推广、展示、销售和经销红帽产品； (c) 停止使用红帽商标； (d) 根据红帽的选择，退回或销毁所有包含红帽商标的印刷材料，包括所有的文件和宣传推广材料； (e) 在终止或到期后 15 天内向红帽汇出所有应付费用。如果终止并非由于合作伙伴违约而造成，则合作伙伴有权在终止后的 60 天内出售已经向红帽完全支付货款的红帽产品（受本协议约束），以完成合作伙伴在终止或到期之日尚未完成的最终用户合同。本协议到期或终止后，双方在本协议项下的所有权利和义务都将立即终止，但本协议第 4-7 条、8.2、10、11.2-11.5、12、13.3、14.1-14.2、16 和 17 节以及合作伙伴的任何付款义务将在本协议终止或到期后继续有效。本协议的终止不应影响红帽与任何最终用户之间的任何协议。

the date of termination or expiration. All rights and obligations of the parties under this Agreement will terminate immediately upon expiration or termination, except that Sections 4-7, 8.2, 10, 11.2-11.5, 12, 13.3, 14.1-14.2, 16, and 17 hereof, and any Partner payment obligations, will survive such termination or expiration. Termination of this Agreement will not affect any agreements between Red Hat and any End User.

14. Export Controls

14.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled technologies (which may include Red Hat Products or related technical information) ("**Controlled Technologies**"); (b) will be solely responsible for compliance with any such import, use, export, re-export or transfer restrictions in connection with Partner's use, sale and/or distribution of Controlled Technologies; and (c) will be the importer and exporter of record of the Controlled Technologies that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

14.2 As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Technologies are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "**EAR**"); (b) is not located in (or owned or controlled by any person or entity located in) any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR or by any person or entity listed on the U.S. Department of Treasury Office of Foreign Assets Control list of Specially Designated Nationals and Blocked Persons ("**SDNs**") (and is not 50% or more owned or controlled by any one or more persons or entities identified on the SDN list); (c) will not export, re-export or transfer the Controlled Technologies to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) unless authorized by a license or other approval issued by the federal agency or agencies of the U.S. government having jurisdiction with respect to the proposed transaction, any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems or any other prohibited use under the EAR; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Technologies to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee. Partner will not engage Red Hat in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407) and the Restrictive Trade Practices or Boycotts Regulations of the EAR (set forth in 15 CFR Part 760) and will comply with any applicable reporting requirements thereunder.

14.3 In addition to Red Hat's other termination rights under this Agreement, Red Hat may terminate this Agreement without liability immediately upon notice to Partner without providing any opportunity to cure if (a) Partner breaches (or Red Hat believes Partner has breached) this Section 14; or (b) Red Hat is prohibited by law or otherwise restricted from providing Red Hat Products to Partner.

14. 出口管制

14.1 在红帽与合作伙伴之间，合作伙伴 (a) 了解，包括美国在内的国家/地区可能会限制加密产品和其他管制技术（可能包括红帽产品或相关技术信息）（以下简称**"管制技术"**）的进口、使用、出口、再出口或转让；(b) 将自行负责遵守与合作伙伴使用、销售和/或分销管制技术有关的任何此类进口、使用、出口、再出口或转让限制；以及 (c) 将是合作伙伴使用、销售和/或分销的管制技术的登记进口商和出口商，并负责承担所有相关义务，包括但不限于支付所有进口关税，以及获得任何必要的监管批准、注册以及进出口许可证。

14.2 根据美国法律的要求，合作伙伴声明并保证其：(a) 了解某些管制技术来自美国，并受美国《出口管理条例》（以下简称"**EAR**"）的出口管制；(b) 不在 EAR 第 740 部分补编 1 中国家/地区组 E:1 中列出的任何国家/地区（或被该国家/地区内的任何个人或实体拥有或控制）；或被美国财政部外国资产控制办公室的特别指定国民及受限人士名单（以下简称**"SDN"**）中列出的任何个人或实体（并非由 SDN 名单中所列的任何一个或多个个人或实体拥有或控制 50% 或以上）拥有或控制；(c) 不会将管制技术出口、再出口或转运到 (1) 任何禁止的目的地，(2) 任何已被美国政府的任何联邦机构禁止参加美国出口交易的人士，或 (3) 任何合作伙伴知道或有理由知道，将使用此类管制技术来设计、开发或生产核武器、化学武器或生物武器、火箭系统、太空运载工具或探空火箭、无人飞行器系统，或将其用于任何其他 EAR 禁止的用途的最终用户，除非获得对拟议交易具有管辖权的联邦机构或美国政府机构颁发的许可证或其他批准的授权；(d) 了解并同意，如果其在美国，并将管制技术出口、再出口或转运给合格的最终用户，则其将按照 EAR 第 740.17(e) 部分的要求，每半年向美国商务部工业和安全局提交一次报告，包括每个转运接收方的名称和地址（包括国家/地区）。合作伙伴不得让红帽参与《反抵制法》(50 USCA 2407) 以及 EAR 中的《限制性贸易惯例或抵制条例》（见 15 CFR 第 760 部分）所禁止的活动，并应遵守其中的任何适用报告要求。

14.3 除红帽在本协议项下享有的其他终止权利外，如果 (a) 合作伙伴违反（或红帽认为合作伙伴已违反）本第 14 节；或 (b) 法律禁止或以其他方式限制红帽向合作伙伴提供红帽产品，则红帽可在向合作伙伴发出通知后立即终止本协议，无需承担任何责任，也无需提供任何纠正机会。

15. Compliance with Laws

Partner and its Affiliates and any other persons performing any activities related to this Agreement, will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "**Anti-Corruption Laws**"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. None of Partner or its Affiliates, or any other persons performing activities related to this Agreement will, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to any government or public official to influence that government or public official in his or her official capacity, in order to retain or obtain business for Partner or Red Hat, or to secure any improper advantage for Partner or Red Hat. For purposes of this Agreement, a government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. None of Partner or its Affiliates, or any other persons performing activities related to this Agreement will, directly or indirectly, offer, promise or give a financial or other advantage to any person in order to induce the recipient to improperly perform any relevant function or activity, or to reward the recipient for the improper performance of any relevant function or activity, nor will they solicit or accept a financial or other advantage from any person in exchange for the improper performance of any relevant function or activity. Partner will not submit any falsified documents or records to Red Hat. Partner will not permit its resellers or partners or any other third-party business partners (collectively, "**Supply Chain Entities**") acting on behalf of Partner in connection with the services performed under this Agreement to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner or any Supply Chain Entity has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may terminate the Agreement or suspend its performance without any liability to Partner.

15. 遵守法律

合作伙伴及其关联公司以及执行与本协议相关的任何活动的任何其他人员将遵守所有适用的法律和法规，包括美国《海外反腐败法》和英国《反贿赂法》等所有适用的反腐败法律和法规（统称为**"反腐败法"**），并且不会从事可能导致红帽违反任何法律或法规（包括反腐败法）的行为。任何合作伙伴或其关联公司，或执行与本协议相关活动的任何其他人员，均不得直接或间接向任何政府或公职人员提供、支付、承诺支付或授权支付任何有价物品，以影响该政府或公职人员在执行公务时的行为，从而为合作伙伴或红帽保留或获得业，或为合作伙伴或红帽谋取任何不当利益。就本协议而言，政府或公职人员包括政府机构、部门或机关的雇员和官员，以及政府所有或者政府控制的公司、国际公共组织的雇员和官员、政党以及政治部门候选人。合作伙伴或其关联公司，或执行与本协议相关活动的任何其他人员，均不得直接或间接向任何人士提供、承诺或给予任何财务或其他利益，以诱使接收方不当履行任何相关职能或活动，或作为接收方不当履行任何相关职能或活动的报酬，亦不得索取或接受任何人的财务或其他利益，以换取不当履行任何相关职能或活动。合作伙伴不得向红帽提交任何伪造的文件或记录。合作伙伴不得允许其分销商、合作伙伴或任何其他第三方业务合作伙伴（统称为**"供应链实体"**）在代表合作伙伴履行本协议项下服务时，从事任何违反或导致红帽违反任何法律或法规（包括反腐败法）的行为。依照本条规定，如果红帽认为合作伙伴或任何供应链实体已经或可能会违反本条规定或提供了通知，红帽可终止本协议或暂停履行本协议，而不会向合作伙伴进行任何赔偿。

16. General Provisions

16.1 Governing Law and Venue. This Agreement, and any claim, controversy or dispute arising out of or related to the Agreement, are governed by the substantive laws of the People's Republic of China without giving effect to any conflicts of laws provision. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the Agreement. Any dispute arising out of, or in connection with, or with respect to the validity, interpretation and enforcement of the Agreement, including the breach, will be settled exclusively by binding arbitration administered by China International Economic and Trade Arbitration Commission ("**CIETAC**") in Beijing in accordance with the then current CIETAC Arbitration Rules. The arbitration will be carried out before one arbitrator. The arbitrator shall be mutually agreed between the Parties failing which he will be appointed by CIETAC, all in accordance with CIETAC Arbitration Rules. The language to be used in the arbitral proceedings shall be English. Any arbitral award will be final and binding on the parties. The expense of arbitration will be borne between the parties as determined by the arbitrator. To the fullest extent permitted, each party waives the right to trial by jury in any legal

16. 总则

16.1 管辖法律和审判地。本协议以及由本协议引起或与之相关的任何索赔、争议或纠纷，均应受中华人民共和国的实体法律的管辖，但不考虑任何法律冲突原则。在允许的范围内，联合国国际货物销售合同公约将不适用于本协议，即使一个国家/地区的法律管辖本协议，而这些条款作为该国家/地区的国内法的一部分被采纳。任何由本协议的有效性、诠释和执行引起或与之有关的争端，包括违约，都将完全由位于北京的中国国际经济贸易仲裁委员会 (**"CIETAC"**) 根据当时有效的《中国国际经济贸易仲裁委员会仲裁规则》管理其仲裁，通过具有约束力的仲裁来解决。仲裁将由一名仲裁员执行。仲裁员应由双方共同协商指定；若双方未能达成一致，则由中国国际经济贸易仲裁委员会 (CIETAC) 根据其仲裁规则指定。仲裁诉讼使用的语言为英语。任何仲裁裁决都将是最终的裁决，并对双方都具有约束力。仲裁费用将依据仲裁员的决定由双方分担。在允许的最大范围内，在本协议或打算根据本协议进行的交易而产生的或与之相关的任何法律程序中，各方同意放弃由陪审团进行审判的权利。

proceeding arising out of or relating to this Agreement or the transactions contemplated under this Agreement.

16.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by email with proof of receipt; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, or email addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, email address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/email indicated by Partner to Red Hat in writing; For Red Hat: Head of Legal Asia Pacific Region, 88 Market Street | Level 45 Capita Spring | Singapore 048948; General Counsel, Red Hat, LLC, 100 East Davie Street, Raleigh, North Carolina 27601; Email: legal-notices@redhat.com.

16.2 通知。本协议规定或准许的所有通知、同意、豁免和其他通讯必须用英文书写，在以下情况中将视为送达：(a) 由专人或国家认可的隔日快递服务（预付费用）递送给适当地址；(b) 通过电子邮件发送并要求提供收件证明；或 (c) 收信地址接收。如果通知用挂号信寄出，在任何情况下都要求返回回执到下列地址或电子邮件地址并进行标记以引起指定人员（按姓名或职称）的注意（或返回到本协议中其中一方通知另一方的指定的其他地址、电子邮件地址或人员）：对于合作伙伴：合作伙伴以书面形式向红帽提供的最新地址/电子邮件；对于红帽：Head of Legal Asia Pacific Region, 88 Market Street | Level 45 Capita Spring | Singapore 048948; General Counsel, Red Hat, LLC, 100 East Davie Street, Raleigh, North Carolina 27601；电子邮件：legal-notices@redhat.com。

16.3 No Assignment. This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner will promptly notify Red Hat of any material change to its ownership structure. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

16.3 不得转让。只有在获得红帽的事先书面同意后，合作伙伴方可转让本协议。如果事先未得到红帽的书面同意，合作伙伴的任何转让将无效，也无法要求红帽承认该转让。在事先未获得合作伙伴批准的情况下，红帽可以转让自己部分或所有的权利，并委托或更新部分或全部义务。应红帽的要求，为了使上述转让或更新生效，合作伙伴应执行合理要求的文件或文档。合作伙伴应立即将其股权结构的任何重大变化通知红帽。受限于上述规定，本协议将对双方及其各自的继任者和许可受让人具有约束力，并以上述人士为受益人。

16.4 Independent Contractor. Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement will be deemed to constitute a partnership or to create a relationship of principal and agent between the parties for any purpose.

16.4 独立承包商。实质上，合作伙伴和红帽都是独立的承包商，没有约束另一方的明确或暗示的权力。协议一方或其员工、代理或承包商，都无权享有另一方的任何员工福利。各方均负责支付开展其业务发生的所有成本和开销。本协议中任何内容都不能视为构成一种合作伙伴关系，或为了某种目的而在双方之间建立委托人和代理关系。

16.5 Force Majeure. Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of fees) due to causes beyond its reasonable control.

16.5 不可抗力。任何一方均不对因超出其合理控制范围的原因所导致的不履行或延迟履行义务（费用支付除外）承担任何责任。

16.6 Third Party Beneficiaries. This Agreement is binding on the parties to the Agreement and, other than as expressly provided in this Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.

16.6 第三方受益人。本协议对协议双方均具约束力，除本协议明确规定外，本协议未授予任何其他人士或实体任何权利、利益或补救措施。

16.7 End User License Agreements. The Red Hat Software is governed by the applicable end user license agreement ("**EULAs**") set forth at www.redhat.com/agreements. Partner will provide the applicable EULA and subscription agreement to End Users as set forth in the Program Appendices.

16.7 最终用户许可协议。红帽软件受适用的最终用户许可协议（"**EULA**"）的管辖，该协议载于 www.redhat.com/agreements。合作伙伴将向计划附录中规定的最终用户提供适用的 EULA 和订阅协议。

16.8 Miscellaneous.

(a) 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. (b) If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining

16.8 其余事项。

(a) 本协议中的所有标题均是为识别与方便起见而插入，不能因出于解释而被认为本协议的一部分。(b) 如果具有管辖权的法院认定本协议的任何条款无效或不可执行，本协议的其余条款仍将继续完全有效，且受影响的条款应在法律允许的最大范围内被解释为可执行。(c) 任何一方延迟或无法行使本协

provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. (c) The delay or failure of either party to exercise any rights hereunder 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 or forfeiture is sought to be enforced. (d) If there is a conflict between these Partner Terms and Conditions and any applicable Program Appendix, the terms will be interpreted in the following order (1) the applicable Program Appendix and (2) the Partner Terms and Conditions. (e) Except as otherwise provided in Section 1.1, this Agreement may not be changed except by written instrument signed by authorized signatories of the parties that makes specific reference to this Agreement. (f) 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 instrument. The parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the parties. (g) The parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation or construction of this Agreement.

议权利不会构成或被认为是放弃或丧失这些权利。除非执行弃权或丧失的一方的授权代表以书面形式签署确认，否则任何弃权都是无效的。(d) 如果本合作伙伴条款与条件与任何适用的计划附录之间发生冲突，将按照如下次序对条款进行解释：(1) 适用的计划附录，(2) 合作伙伴条款与条件。(e) 除第 1.1 节另有规定之外，否则修改本协议，必须由本协议双方授权代表签署书面文件，该书面文件需特别提及本协议。(f) 本协议一式两份，且均视为原件，但两份文本共同构成同一份法律文本。双方可通过电子方式交换电子签名和签字页，此类签名可以有效地约束双方。(g) 双方一致认为：在本协议的起草和解释过程中，不使用容易造成条款含糊不清的编制规则。

17. Entire Agreement

This Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any additional or different terms contained in any other documentation that you deliver to Red Hat, including any purchase order or other order-related document (other than a Transaction Document), are hereby rejected by Red Hat, and will be void and of no effect.

17. 完整协议

本协议构成双方就本协议标的事项达成的完整协议，并取代就该等标的事项达成的所有先前和同期的书面或口头协议及建议书。红帽特此拒绝接受您交付给红帽的任何其他文件中包含的任何附加或不同条款，包括任何采购订单或其他与订单相关的文件（交易文件除外），此类条款均属无效且不具有任何法律效力。

18. Authorized Signatures

Partner may accept this Agreement by (a) accepting via an online transaction at the Partner Portal (http://www.redhat.com/en/partners), (b) signing using a mutually agreed electronic signature process, or (c) signing a physical copy of a Partner Acceptance Document that incorporates this Agreement and forwarding a PDF of all pages to the appropriate Red Hat office and to globalcontracts@redhat.com.

18. 授权签字

合作伙伴可通过以下方式接受本协议：(a) 在合作伙伴门户网站 (http://www.redhat.com/en/partners) 上通过在线交易接受本协议；(b) 使用双方约定的电子签名流程签署本协议；或 (c) 签署包含本协议的合作伙伴批准文件的实体副本，并将所有页面的 PDF 文件转发给相应的红帽办事处以及 globalcontracts@redhat.com。