

PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY BEFORE USING SOFTWARE FROM RED HAT. BY USING RED HAT SOFTWARE, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS END USER LICENSE 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 END USER LICENSE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE THE RED HAT SOFTWARE. THIS END USER LICENSE AGREEMENT DOES NOT PROVIDE ANY RIGHTS TO RED HAT SERVICES SUCH AS SOFTWARE MAINTENANCE, UPGRADES OR SUPPORT. PLEASE REVIEW YOUR SERVICE OR SUBSCRIPTION AGREEMENT(S) THAT YOU MAY HAVE WITH RED HAT OR OTHER AUTHORIZED RED HAT SERVICE PROVIDERS REGARDING SERVICES AND ASSOCIATED PAYMENTS.

This end user license agreement (“EULA”) governs the use of any Red Hat software application that includes or refers to this license and any related updates, source code, appearance, structure and organization (the “Programs”), regardless of the delivery mechanism.

- 1. License Grant.** Subject to the following terms, Red Hat, Inc. (“Red Hat”) grants to you a perpetual, worldwide license to the Programs (each of which may include multiple software components), pursuant to the GNU Lesser General Public License v. 2.1 (<https://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>) With the exception of certain image files identified in Section 2 below, each software component is governed by a license located in the software component’s source code that permits you to run, copy, modify, and redistribute (subject to certain obligations in some cases) the software component. This EULA pertains solely to the Programs and does not limit your rights under, or grant you rights that supersede, the license terms applicable to any particular component.
- 2. Intellectual Property Rights.** The Programs and each of their components are owned by Red Hat and other licensors and are protected under copyright law and other laws as applicable. Title to the Programs and any component, or to any copy or modification shall remain with Red Hat and other licensors, subject to the applicable license. The “Red Hat” mark, the individual Program marks, and the “Red Hat” logo are trademarks or registered trademarks of Red Hat and its affiliates in the U.S. and other countries. This EULA does not permit you to distribute the Programs using Red Hat’s trademarks, regardless of whether the Programs have been modified. You may make a commercial redistribution of the Programs only if (a) permitted under a separate written agreement with Red Hat authorizing such commercial redistribution or (b) you remove and replace all occurrences of Red Hat trademarks and logos. Modifications to the software may corrupt the Programs. You should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Programs.

使用红帽软件之前，请仔细阅读本最终用户协议。使用红帽软件表明您同意并接受本最终用户许可协议，并确认您已阅读并理解其条款。代表某实体行事的个人表示有权代表该实体签署本最终用户许可协议。如果您不接受本协议条款，则不能使用红帽软件。本最终用户许可协议不提供对红帽服务的任何权利，例如软件的维护、升级或支持。请查看您与红帽或其他经授权的红帽服务提供商之间有关服务和相关付款的服务或订阅协议。

本最终用户许可协议（以下简称“EULA”）适用于包含或涉及该许可以及任何相关更新、源代码、外观、结构和组织（以下简称“程序”）的任何红帽软件应用程序的使用，而不论交付机制如何。

- 1. 许可授予。** Red Hat, Inc.（以下简称“红帽”）按照以下条款，授予您相关程序的永久性全球许可（每个许可可能包括多个软件组件）遵循 GNU 较宽松通用公共许可证 v. 2.1 (<https://www.gnu.org/licenses/old-licenses/lgpl-2.1.en.html>)。除了以下第 2 节中确定的某些镜像文件外，每个软件组件均受限于该软件组件源代码中的许可管辖，该许可证允许您运行、复制、修改和重新分发（在某些情况下，须遵守某些义务）软件组件。仅二进制固件组件的许可权与组件本身位于相同位置。本 EULA 仅与本程序有关，并不限制您在适用于任何特定组件的许可条款下的权利，或授予您取代这些条款的权利。
- 2. 知识产权。** 本程序及其每个组件均由红帽和其他许可方拥有，并受版权法和其他适用法律的保护。程序和任何组件或任何副本或修改的所有权应由红帽和其他许可人保留，但须遵守适用的许可。“Red Hat”标记、单个程序标记和“Red Hat”徽标是红帽及其在美国和其他国家/地区的分支机构的商标或注册商标。本 EULA 不允许您使用红帽的商标分销程序，无论程序是否已被修改。只有在以下情况下，您才能对程序进行商业性重新分销：(a) 根据与红帽的单独书面协议授权进行此类商业性重新分销；或 (b) 删除并替换所有出现的红帽商标和徽标。对软件的修改可能会破坏程序。在分销程序副本之前，您应该阅读 <http://www.redhat.com/about/corporate/trademark/> 上的信息。

3. **Limited Warranty.** Except as specifically stated in this Section 3, a separate agreement with Red Hat, or a license for a particular component, to the maximum extent permitted under applicable law, the Programs and the components are provided and licensed "as is" without warranty of any kind, express or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Red Hat warrants that the media on which the Programs and the components are provided will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to you. Neither Red Hat nor its affiliates warrant that the functions contained in the Programs will meet your requirements or that the operation of the Programs will be entirely error free, appear or perform precisely as described in the accompanying documentation, or comply with regulatory requirements. This warranty extends only to the party that purchases subscription services for the Programs from Red Hat and/or its affiliates or a Red Hat authorized distributor.
4. **Limitation of Remedies and Liability.** To the maximum extent permitted by applicable law, your exclusive remedy under this EULA is to return any defective media within 30 days of delivery along with a copy of your payment receipt and Red Hat, at its option, will replace it or refund the money you paid for the media. To the maximum extent permitted under applicable law, under no circumstances will Red Hat, its affiliates, any Red Hat authorized distributor, or the licensor of any component provided to you under this EULA be liable to you for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Programs or any component, even if Red Hat, its affiliates, an authorized distributor, and/or licensor has been advised of the possibility of such damages. In no event shall Red Hat's or its affiliates' liability, an authorized distributor's liability or the liability of the licensor of a component provided to you under this EULA exceed the amount that you paid to Red Hat for the media under this EULA.
5. **Export Control.** You understand that countries, including the U.S., may restrict the import, use, export, re-export or transfer of encryption products and other controlled materials (which may include the Programs or related technical information licensed hereunder) ("Controlled Materials"). As required by U.S. law, you represent and warrant that you: (a) understand that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) are 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 ("OFAC") list of Specially Designated Nationals and Blocked Persons ("SDNs") (and are 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 Materials 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) any end user who you know or have 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) understand and agree that if you are in the United States and export, re-export or transfer the Controlled Materials to eligible end users, you 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.
3. **有限保证。** 除非本协议第 3 节、与红帽单独签订的协议或特定组件的许可中另有明确规定，否则程序及组件均在适用法律允许的最大范围内按“现状”予以提供和许可，同时不附带任何类型的明示或默示保证，包括有关适销性、不侵权或适用于特定用途的默示保证。红帽保证，提供程序和组件的介质自提供之日起 30 天内，在正常使用情况下，不会出现材料和工艺方面的缺陷。红帽及其附属公司均不保证，本程序所包含的功能将满足您的要求，也不保证本程序的操作将完全没有错误，其外观或性能与随附文档中所述的完全一样，或符合法规要求。本保证仅适用于从红帽和/或其附属公司或红帽授权的经销商处购买程序订阅服务的一方。
4. **救济与责任限制。** 根据本 EULA，用户在适用法律允许的最大范围内享有的唯一救济是：如果介质存在缺陷，用户可以在交付后 30 天内，随同一份用户付款收据复印件一起退回介质，而红帽可自行选择替换缺陷介质或退还用户购买介质的款项。在适用法律允许的最大范围内，在任何情况下，红帽、其附属公司、任何红帽授权分销商或根据本 EULA 向您提供任何组件的许可方，均不对您的任何附带或间接损失承担责任，包括因使用或无法使用本程序或任何组件而造成的利润损失或储蓄损失，即使红帽、其附属公司、授权分销商和/或许可方已被事先告知此类损失的可能性。在任何情况下，红帽或其附属公司的责任、授权分销商的责任或根据本 EULA 提供您组件的许可方的责任，均不得超过您根据本 EULA 向红帽支付的介质费用金额。
5. **出口管制。** 您了解，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材料（其中可能包括本程序或以下许可的相关技术信息）（以下简称“受控材料”）的进口、使用、出口、再出口或转让。根据美国法律的要求，您声明并保证您：(a) 了解某些管制材料来自美国，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（以下简称“OFAC”）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) 不会将管制材料出口、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) 任何您知道或有理由知道，将使用此类管制材料来设计、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；(d) 了解并同意，如果您在美国，并将管制材料出口、再出口或转运给合格的最终用户，则您将按照 EAR 第 740.17(e) 节条的要求，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）。

6. **Third Party Software.** The Programs may be provided with third party software that are not part of the Programs. These third party software are not required to run the Programs, are provided as a convenience to you, and are subject to their own license terms. The license terms either accompany the third party software or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If you do not agree to abide by the applicable license terms for the third party software, then you may not install them. If you wish to install the third party software on more than one system or transfer the third party software to another party, then you must contact the licensor of the applicable third party software.
7. **General.** If any provision of this EULA is held to be unenforceable, the enforceability of the remaining provisions shall not be affected. Any claim, controversy or dispute arising under or relating to this EULA 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. The rights and obligations of the parties to this EULA shall not be governed by the United Nations Convention on the International Sale of Goods.

Copyright © 2019 Red Hat, Inc. All rights reserved. The Program marks, "Red Hat" mark and the Red Hat logo are trademarks or registered trademarks of Red Hat, Inc. All other trademarks are the property of their respective owners.

6. **第三方软件。**本程序可能附带不属于本程序一部分的第三方软件。这些第三方软件并非运行程序所必需，而是出于方便目的提供您使用，并受其自身的许可条款约束。许可条款或者随附第三方软件，或者可以在 <http://www.redhat.com/licenses/thirdparty/eula.html> 上查看。如果您不同意遵守第三方软件的适用许可条款，则可能无法安装它们。如果您希望在多个系统上安装第三方软件或将第三方软件转让给另一方，则必须与适用的第三方软件许可人联系。
7. **一般规定。**如果本 EULA 的任何条款被裁定为不可执行，则其余条款的可执行性将不受影响。根据本 EULA 引起或与之相关的任何索赔、争议或纠纷，均应受纽约州和美国法律的管辖，不考虑任何法律规定的冲突。本 EULA 的当事方的权利和义务不受《联合国国际货物销售公约》管辖。

版权所有 © 2019 Red Hat, Inc. 保留所有权利。本程序标记、“Red Hat”标记和 Red Hat 徽标是 Red Hat, Inc. 的商标或注册商标。所有其他商标是其各自所有者的财产。