

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 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.

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。

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 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 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.

1.3 业务伙伴 红帽已与其它机构（以下称“业务伙伴”）签署了协议以促进、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 对服务的变更更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。

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。

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 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.

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。

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 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

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.

4.3 商标 除订购表中明确规定情况外, 本协议不曾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 协议的期限与终止 本协议的期限于生效日开始, 并于方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, 除非任何一方在下一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 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.

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

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. 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。

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 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

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) 各方将用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。

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 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

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 COMMERCIALY 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. 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.

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, 100 East Davie Street, Raleigh, North Carolina 27601; 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

，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。

11. 开放源担保程序

根据本协议对红帽品牌软件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。

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至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：100 East Davie Street, Raleigh, North Carolina 27601；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个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。任何一方必须事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

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 stock.

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。

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.

13.3 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 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.

13.4 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 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.

13.5 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 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.

13.6 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 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.

13.7 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 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.

13.8 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 Severability. If any provision of this Agreement is held invalid

13.9 可分割性 本协议如有任何条款因任何原因失效或无法执行，但经恰

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.

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美国法律，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。

Red Hat sells subscriptions that entitle you to receive Red Hat services and/or Software during the period of the subscription (generally, one or three years). This Appendix to the Order Form describes the “**Subscription Services**” that Red Hat provides for:

- Software product offerings (these subscriptions are called “**Software Subscriptions**”);
- Support and maintenance services offerings (these subscriptions are called “**Support Subscriptions**”); and
- Software delivery and management services offerings (these subscriptions are called “**Management Subscriptions**”).

The Exhibits to this Appendix provide additional terms concerning the Subscription Services. Whether you purchase Subscription Services from us or through one of our authorized Business Partners, we agree to provide you with the Subscription Services on the terms described in this Appendix, which includes the Exhibits and documents referred to in this Appendix (together, the “**Appendix**”). In exchange, you agree to comply with the terms of the Agreement, including this Appendix.

When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the Agreement to which this Appendix applies, such as the Red Hat Enterprise Agreement. In the event of a conflict, inconsistency or difference between this Appendix and an Exhibit to this Appendix, the terms of the Exhibit control.

1. Subscription Services – An Overview

1.1 Subscription Units: We charge you a fee for our Subscription Services based on the total number of Units of Software or other Red Hat Products that you deploy, install, use or execute (as described more fully in Tables 1.4, 1.5 and 1.6 below and elsewhere in the Appendix). For example, Software Subscriptions for Red Hat Enterprise Linux Server are priced based on the number and other characteristics of Systems (e.g. Socket-pairs, Virtual Guests, etc.) on which you install the Software, while Software Subscriptions for Red Hat JBoss Enterprise Application Platform are priced based on the number of Cores running that Software, in a range called a Core Band. “**Red Hat Products**” refers collectively to the Software Subscriptions, Support Subscriptions and Management Subscriptions listed in Tables 1.4, 1.5 and 1.6. Note that Red Hat Products do not include generally available open source projects such as www.wildfly.org, www.jboss.org, www.fedoraproject.org, www.gluster.org and/or other community projects.

1.2 Use of Software and Subscription Services: While you have subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase Subscription Services in a quantity equal to the total number of Units of that Red Hat Product (including variants or components thereof) that you deploy, install, use or execute. In addition, if you are using Subscription Services to support or maintain a Red Hat Product and/or non-Red Hat Product, then you are required to purchase Subscription Services for each instance of such Red Hat Product and/or non-Red Hat Product for which you use Subscription Services. The

红帽销售的订阅服务可让贵方在订阅期（通常为一年或三年）内收到红帽提供的服务和/或软件。本订购表附件描述了红帽为以下内容提供的“**订阅服务**”:

- 软件产品项目（这些订阅称为“**软件订阅**”）；
- 支持和维护服务项目（这些订阅称为“**支持订阅**”）；以及
- 软件交付和管理服务项目（这些订阅称为“**管理订阅**”）。

本附件的附录提供了与订阅服务相关的附加条款。无论贵方是直接向我们购买还是通过我们授权的商业伙伴购买订阅服务，我们都同意按照本附件（其中包括附录和本附件中提及的文档，统称为“**附件**”）中所述的条款为贵方提供订阅服务。相应地，贵方同意遵守本协议（包括本附件）中的条款。

如果我们在本附件中使用了未经定义的关键术语，则该术语的含义与本附录适用的协议（如红帽企业协议）中的定义相同。如果本附件与本附件的附录之间存在冲突、不一致或差异，则以附录的条款为准。

1. 订阅服务 – 概述

1.1 订阅单位: 我们将根据贵方部署、安装、使用或执行的软件或其他红帽产品的单位总数，向贵方收取订阅服务的费用（下面的表 1.4、1.5 和 1.6 以及本附件的其他部分对此做了更为完整的说明）。例如，Red Hat Enterprise Linux Server 的软件订阅根据安装该软件的系统的数量和其他特性（例如 Socket-pair、虚拟 Guest 等）定价，而 Red Hat JBoss Enterprise Application Platform 的软件订阅则根据运行该软件的内核数量定价（一定数量的内核称为内核段）。“**红帽产品**”统指表 1.4、1.5 和 1.6 中所列出的软件订阅、支持订阅和管理订阅。请注意：红帽产品不包括常见的开源代码项目，例如www.wildfly.org、www.jboss.org、www.fedoraproject.org、www.gluster.org 和/或其他开源社区项目。

1.2 软件和订阅服务的使用:

虽然贵方拥有的订阅授予贵方收到红帽产品订阅服务的资格，但贵方需要购买与贵方部署、安装、使用或执行的红帽产品（包括其变型和组件）的单位总数相等数量的订阅服务。此外，如果贵方在使用订阅服务支持或维护红帽产品和/或非红帽产品，则需要为每个使用订阅服务的该等红帽产品和/或非红帽产品购买订阅服务。协议（包括定价）的前提是订阅服务及软件将仅供贵方内部（包括附属机构）使用。贵方同意不使用较高支持服务级别（例如：标准和/或高级）的软件订阅向具有较低支持级别（例如：自助和/或标准）的订阅单位提供该较高支持级别的服务，除非贵方报告并为这些使用较高支持服务级别

Agreement (including pricing) is premised on our understanding that you will use the Subscription Services and Software only for your internal use (which includes Affiliates). You agree not to use Software Subscriptions with higher support service levels (e.g. Standard and/or Premium) to provide such higher support levels to Units with subscriptions that include lower support levels (e.g. Self-support and/or Standard), unless you report and pay for the higher support service levels on such Units. You may migrate from one Unit of a given Software Subscription to another Unit with the same Subscription Services characteristics (such as from one on-premise System to another on-premise System) without the purchase of additional Software Subscriptions, provided that you do not increase the quantity of Units or other Software Subscription characteristics (such as the number of Socket-pairs, Virtual Guests or vCPUs). Distributing the Software or any portion of the Subscription Services to a third party or using any of the Subscription Services for the benefit of a third party is a material breach of the Agreement even though the open source licenses applicable to individual software packages may give you the right to distribute those packages (and this Appendix is not intended to interfere with your rights under those individual licenses). The foregoing sentence is not intended to limit your internal use of the Software to run a web site and/or to offer your own software as a service, provided such a web site or service (a) does not include a distribution of the Software or Subscription Services and (b) provides a material value added application or service other than the Software and/or Subscription Services. The Subscription Services may be used under the terms of this Appendix by third parties acting on your behalf, such as contractors, subcontractors or outsourcing vendors provided (i) you remain responsible for all of your obligations under the Agreement and this Appendix and for the activities and omissions of the third parties and (ii) you obtain Red Hat's written consent before you migrate your Software Subscriptions off of your premises and, in the case of a migration to a third party cloud or hosting provider, you are qualified for the Red Hat Cloud Access program and agree to the terms of Red Hat's Cloud Access program as set forth in Exhibit 1.H. Any unauthorized use of the Subscription Services is a material breach of the Agreement, such as (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units of Software or other Red Hat Product that you deploy, install, use or execute, (b) providing Software Access or Software Maintenance (each defined below) to third parties, (c) using Software Access, Software Maintenance, Production Support and/or Development Support (each defined below) to provide support to third parties, (d) using Subscription Services in connection with any redistribution of Software, and/or (e) using Subscription Services to support or maintain any non-Red Hat Software products without purchasing Subscription Services for each instance of such non-Red Hat Product for which you use Subscription Services. For the purposes of this paragraph (for example, in calculating the total number of Units of Software), Software would include versions or copies that have the Red Hat trademark(s) and/or logo file(s) removed. The licenses that are applicable to the individual open source software packages are perpetual (subject to your compliance with their terms), but the other benefits of a Software Subscription will expire if not renewed.

的单位支付费用。贵方可以从一个既定的软件订阅的单位迁移至具有相同订阅服务特性的另一个单位（例如从一个场内系统迁移至另一个场内系统），而无需额外购买软件订阅，但前提是贵方没有增加单位数量或其他软件订阅特性（例如，Socket-pair、虚拟 Guest 或 vCPU 的数量）。向第三方分发软件或订阅服务的任何部分或为第三方利益而使用任何订阅服务均属于严重违反协议，即便适用于各个软件包的开源代码许可授予贵方分发这些软件包的权利（本附件并非意在干涉这些单独许可授予贵方的权利）。上述条款不限制贵方出于以下目的内部使用软件：运行网站和/或将贵方自己的软件作为服务提供，但前提是该等服务 (a) 不包括分发软件或订阅服务以及 (b) 提供软件和/或订阅服务之外的重要增值应用程序或服务。第三方，如贵方的承包商、转包商或外包供应商可以代表贵方按照本附件中的条款使用订阅服务，但前提是 (i) 贵方对贵方在本协议和本附件项下的所有义务以及第三方的行为和疏忽负责，(ii) 在将软件订阅从贵方的场内迁出前得到红帽的书面同意，如果迁移至第三方云或托管提供商，贵方符合红帽云访问计划的要求并同意遵守红帽的云访问计划条款（详见附件 1.H）。任何未经授权而使用订阅服务的行为均属于严重违反协议，例如：(a) 仅按部署、安装、使用或执行的软件或其他红帽产品的部分数量（而非全部总数）购买或续订订阅服务，(b) 向第三方提供软件访问途径或软件维护（下面各有定义），(c) 使用软件访问途径、软件维护、生产支持和/或开发支持服务（下面各有定义）为第三方提供支持，(d) 将订阅服务用于分销软件，和/或 (e) 使用订阅服务支持或维护任何非红帽软件产品（将订阅服务用于该等非红帽产品的案例中且未购买订阅服务）。在本段中（例如，在计算软件单位总数时），所指的软件包括除掉红帽商标和/或徽标文件的软件版本或副本。适用于各个开源代码软件包的许可将永远有效（取决于贵方对这些条款的遵守情况），但是如果不再续订，则无法继续享受软件订阅的其他好处。

1.3 Subscription Start Date: Unless otherwise agreed in an Order Form, the Subscription Services will begin on the date you purchase the Subscription Services (please note that the foregoing does not limit your obligation to pay for Subscription Services that you previously used but for which you have not paid).

1.3 订阅开始日期: 除非在订购表中另有约定, 否则订阅服务的开始日期为贵方购买订阅服务的日期 (请注意, 上述规定不限制贵方为之前已使用但未付费的订阅服务而支付费用之义务)。

1.4 Software Subscriptions

1.4 软件订阅

Benefits of a Software Subscription: For each Software Subscription that you purchase, Red Hat provides you one or more of the following benefits:

软件订阅的受益: 对于贵方购买的每个软件订阅, 红帽为贵方提供下列一项或多项受益:

- **Software Access:** Access to the Software.
- **Software Maintenance:** Access to updates, upgrades, corrections, security advisories and bug fixes for the Software, if and when available.
- **Support:** Access to Red Hat support for issues relating to Software used for Development Purposes and/or Production Purposes (each of which is defined below).
- **Open Source Assurance:** Purchases under this Appendix for Software Subscriptions may entitle you to participate in Red Hat's Open Source Assurance Program subject to a separate agreement, which can be viewed at www.redhat.com/legal/open_source_assurance_agreement.html.

- **软件访问途径:** 访问软件的途径。
- **软件维护:** 获得软件的更新、升级、更正、安全公告和缺陷修复 (如有)。
- **支持服务:** 获得红帽支持, 以解决与用于开发和/或生产的软件相关的问题 (下文对每种情况进行了定义)。
- **开源代码保证:** 依据本附件购买软件订阅后, 贵方将有权加入红帽的开源代码保证计划, 计划的独立协议可在以下网站查看: www.redhat.com/legal/open_source_assurance_agreement.html。

Descriptions of Red Hat Software Subscriptions: Table 1.4 below lists the Software Subscriptions offered by Red Hat and the Unit description that is used to measure your use of each Software Subscription. The End User License Agreement that governs your use of the Software is located at www.redhat.com/licenses/EULAs. The Exhibits listed in Table 1.4 contain additional information concerning the scope of the Software Subscriptions and how Red Hat provides Subscription Services to you.

红帽软件订阅说明: 下面的表 1.4 列出了红帽提供的软件订阅及用于计量每种软件订阅使用情况的单位说明。管辖软件使用的最终用户许可协议位于 www.redhat.com/licenses/EULAs。表 1.4 中所列的附录包含有软件订阅范围及红帽订阅服务提供方式的额外信息。

Table 1.4

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
Red Hat Enterprise Linux Server Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes Red Hat Enterprise Linux for Grid Node Red Hat Enterprise Linux for IBM POWER Red Hat Enterprise Linux for SAP Business Applications Red Hat Enterprise Linux Server Add-Ons: High Availability Load Balancer Resilient Storage Scalable File System Smart Management (requires Red Hat Satellite Server) Extended Update Support Extended Life Cycle Support High Performance Network	<p>System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable; or</p> <p>vCPU: a core contained in a physical CPU, in whole or in part, that is assigned to a virtual machine on which you install or execute all or a portion of the Software.</p> <p>Note: Additional terms regarding virtualization, disaster recovery, academic offerings and supported use cases, which may affect the types or quantities of Software Subscription you purchase, are contained in Exhibit 1.A.</p>	1.A

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
Red Hat MRG Real-time Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation		
Red Hat Enterprise Linux for IBM System z	IFL: an IFL, or an Integrated Facility for Linux, is a mainframe CPU dedicated to Linux workloads.	1.A
Red Hat Enterprise Virtualization	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.A
Red Hat Enterprise Linux Developer Suite	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.C
Red Hat JBoss Enterprise Application Platform Red Hat JBoss Web Server Red Hat JBoss Web Server Plus Red Hat JBoss SOA Platform Red Hat JBoss Data Services Red Hat JBoss Fuse Red Hat JBoss A-MQ Red Hat JBoss Portal Red Hat JBoss Data Grid Red Hat JBoss Middleware add-on option: Management	Core Band: a group of processing cores (16 or 64), where a single “Core” is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.	1.B
Red Hat JBoss Developer Studio	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.C
Red Hat Storage Server for On-premise	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.D
Red Hat Storage Server for Public Cloud	Virtual Guest: an instance of the Software that is executed or installed on a virtual machine.	1.D, 1.H
Red Hat Storage Server for Hybrid Cloud	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable; and Virtual Guest: an instance of the Software that is executed or installed on a virtual machine.	1.D, 1.H

Software Subscription	Unit Description (used to measure your use of Software Subscriptions)	Exhibit Containing Additional Terms
OpenShift Enterprise OpenShift Enterprise Broker Infrastructure Red Hat JBoss Enterprise Application Platform for OpenShift Enterprise	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable. Virtual Guest: an instance of the Software that is executed or installed on a virtual machine.	1.B, 1.K
Red Hat Cloud Infrastructure	Physical Node: a physical system on which you install or execute all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable.	1.E, 1.I
Red Hat Enterprise Linux OpenStack Platform	Physical Node: a physical system on which you install or execute all or a portion of the Software, including, without limitation, a server, work station, laptop, blade, or other physical system, as applicable.	1.F

表 1.4

软件订阅	单位说明 (用于计量贵方对软件订阅的使用情况)	包含附加条款 的附录
Red Hat Enterprise Linux Server Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes Red Hat Enterprise Linux for Grid Node Red Hat Enterprise Linux for IBM POWER Red Hat Enterprise Linux for SAP Business Applications Red Hat Enterprise Linux Server 附加功能: 高可用性 负载均衡器 弹性存储 可扩展文件系统 智能管理 (需要 Red Hat RHN Satellite Server) 延期更新支持 延期生命周期支持 高性能网络 Red Hat MRG Real-time Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎 (如适用); 或 vCPU: 一个全部或部分包含在一个实体CPU上, 被分配至一个贵方安装或执行全部或部分软件的虚拟机上。 注意: 关于虚拟化、灾难恢复、教学产品以及支持的使用案例的附加条款 (它们可能会影响贵方购买的软件订阅的类型或数量)将包括在附录 1.A 中。	1.A
Red Hat Enterprise Linux for IBM System z	IFL: IFL (即 Integrated Facility for Linux) 是一种专用于 Linux 工作负载的大型机 CPU。	1.A
Red Hat Enterprise Virtualization	物理节点: 是指贵方安装或者执行全部或部分软件的物理系统, 包括但不限于服务器、工作站、便携式计算机、刀片服务器或其他物理系统 (如适用)。	1.A
Red Hat Enterprise Linux 开发人员套件	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎 (如适用)。	1.C

软件订阅	单位说明 (用于计量贵方对软件订阅的使用情况)	包含附加条款 的附录
Red Hat JBoss Enterprise Application Platform Red Hat JBoss Web Server Red Hat JBoss Web Server Plus Red Hat JBoss SOA Platform Red Hat JBoss Data Services Red Hat JBoss Fuse Red Hat JBoss A-MQ Red Hat JBoss Portal Red Hat JBoss Data Grid Red Hat JBoss Enterprise Middleware 附加功能选项： 管理	核心组： 一组处理核心（16 或 64 个），其中的单个“核心”可以是 (a) 位于 CPU 中的实体处理核心，或 (b) 位于虚拟机内的虚拟处理核心，并且在这两种情况下，都包含或执行用于生产目的的软件。	1.B
Red Hat JBoss Developer Studio	系统： 贵方安装或执行全部或部分软件的系统，包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎（如适用）。	1.C
Red Hat Storage Server for On-premise	系统： 贵方安装或执行全部或部分软件的系统，包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎（如适用）。	1.D
Red Hat Storage Server for Public Cloud	虚拟 Guest： 在虚拟机上执行或安装的软件实例。	1.D, 1.H
Red Hat Storage Server for Hybrid Cloud	系统： 贵方安装或执行全部或部分软件的系统，包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎（如适用）；和 虚拟 Guest： 在虚拟机上执行或安装的软件实例。	1.D, 1.H
OpenShift Enterprise OpenShift Enterprise Broker Infrastructure Red Hat JBoss Enterprise Application Platform for OpenShift Enterprise	物理节点： 贵方安装或执行全部或部分软件的物理系统，包括但不限于服务器、工作站、便携式计算机、刀片服务器或其他物理系统（如适用）。 虚拟 Guest： 在虚拟机上执行或安装的软件实例。	1.B, 1.K
Red Hat Cloud Infrastructure	物理节点： 贵方安装或执行全部或部分软件的物理系统，包括但不限于服务器、工作站、便携式计算机、刀片服务器或其他物理系统（如适用）。	1.E, 1.I
Red Hat Enterprise Linux OpenStack Platform	物理节点： 贵方安装或执行全部或部分软件的物理系统，包括但不限于服务器、工作站、便携式计算机、刀片服务器或其他物理系统（如适用）。	1.F

1.5 Support Subscriptions. Table 1.5 below lists the Support Subscriptions offered by Red Hat and the Unit description that is used to measure your use of the Support Subscription(s). The End User License Agreement that governs your use of the Software is located at www.redhat.com/licenses/EULAs. The Exhibits listed in Table 1.5 contain additional information concerning the scope of the Support Subscriptions and how Red Hat provides Subscription Services to you.

1.5 支持订阅。 下面的表 1.5 列出了红帽提供的支持订阅以及用于计量支持订阅使用情况的单位说明。管辖软件使用的最终用户许可协议位于 www.redhat.com/licenses/EULAs。表 1.5 中所列的附录包含有关支持订阅范围及红帽订阅服务提供方式的额外信息。

Table 1.5

Support Subscription	Unit Description (used to measure your use of Support Subscriptions)	Exhibit Containing Additional Terms
Technical Account Management (“TAM”) Service TAM Extension	Point of Contact: a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line.	1.G
Extended Update Support	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1. G
Red Hat Enterprise Linux Extended Life Cycle Support	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1. G
Red Hat JBoss Middleware Enterprise Application Platform Extended Life Cycle Support	Core Band: a group of processing cores (16 or 64), where a single “Core” is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.	1. G
Red Hat Enterprise Linux Developer Workstation	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1. G
Red Hat Enterprise Linux Developer Support	Contact: A person within the Client’s organization authorized to communicate with Red Hat’s Developer Support team.	1. G

表 1.5

支持订阅	单位说明 (用于计量贵方对支持订阅的使用情况)	包含附加条款 的附录
技术客户管理 (简称“TAM”) 服务 TAM 延期	联系人: 一位红帽人员, 贵方有权与其联系, 以请求其为特定团队、地理位置和红帽产品系列提供支持。	1.G
延期更新支持	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎 (如适用)。	1.G
Red Hat Enterprise Linux 延期生命周期支持	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎 (如适用)。	1.G
Red Hat JBoss Middleware Enterprise Application Platform 延期生命周期支持	核心组: 一组处理核心 (16 或 64 个), 其中的单个“核心”可以是 (a) 位于 CPU 中的实体处理核心, 或 (b) 位于虚拟机内的虚拟处理核心, 并且在这两种情况下, 都包含或执行用于生产目的的软件。	1.G
Red Hat Enterprise Linux 开发人员工作站	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎 (如适用)。	1.G
Red Hat Enterprise Linux 开发人员支持	联系人: 客户组织内的一个经过授权的人员, 负责与红帽开发人员支持团队进行沟通。	1.G

1.6 Management Subscriptions. Table 1.6 below lists the Management Subscriptions offered by Red Hat and the Unit description that is used to measure your use of the Management Subscription(s). The End User License Agreement that governs your use of the Software is located at www.redhat.com/licenses/EULAs. The Exhibits listed in Table 1.6 contain additional information concerning the scope of the Management Subscriptions and how Red Hat provides Subscription Services to you.

1.6 管理订阅。 下面的表 1.6 列出了红帽提供的管理订阅和用于计量管理订阅使用情况的单位说明。管辖软件使用的最终用户许可协议位于 www.redhat.com/licenses/EULAs。请务必前往下面表 1.6 中的链接阅读其中包含的信息, 以了解贵方的权利和义务。表 1.6 中所列的附录包含有关管理订阅范围及红帽订阅服务提供方式的额外信息。

Table 1.6

Management Subscription	Unit Description (used to measure your use of Management Subscriptions)	Exhibit Containing Additional Terms
Red Hat Satellite Server Red Hat Satellite Server Starter Pack	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. If you install or use the optional embedded database, then you agree to comply with the terms located at www.redhat.com/licenses/satellite_embedded.html for the embedded database.	1.H
Red Hat Proxy Server	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.H
Red Hat Smart Management	Module: an entitlement to manage one System.	1.H
Red Hat Monitoring Module	Module: an entitlement to monitor one System.	1.H
Red Hat JBoss Operations Network	Core Band: a group of processing cores (16 or 64), where a single “Core” is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine, in each case, that contains or executes the Software running for Production Purposes.	1.H
Red Hat Directory Server	System: a system on which you install or execute all or a portion of the Software. A System includes each instance of the Software installed or executed on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable.	1.H
Red Hat CloudForms (and its predecessor ManageIQ EVM Suite)	Managed Node: a server, blade or node that is being managed by the Software.	1.I
Red Hat CloudForms for Public Cloud (and its predecessor ManageIQ EVM for Public Cloud)	Managed VM: a virtual machine on a public cloud being managed by the Software.	1.I

表 1.6

管理订阅	单位说明 (用于计量贵方对管理订阅的使用情况 和最终用户许可条款)	包含附加条款 的附录
Red Hat Satellite Server Red Hat Satellite Server Starter Pack	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎(如适用)。 如果贵方安装或使用可选的嵌入式数据库, 则贵方同意遵守 www.redhat.com/licenses/satellite_embedded.html 网站上针对该嵌入式数据库的条款。	1.H
Red Hat Proxy Server	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎(如适用)。	1.H
Red Hat Network Smart Management	模块: 管理一个系统的权限。	1.H
Red Hat Network Monitoring Module	模块: 监控一个系统的权限。	1.H
Red Hat JBoss Operations Network	核心组: 一组处理核心(16 或 64 个), 其中的单个“核心”可以是 (a) 位于 CPU 中的实体处理核心, 或 (b) 位于虚拟机内的虚拟处理核心, 并且在这两种情况下, 都包含或执行用于生产目的的软件。	1.H

管理订阅	单位说明 (用于计量贵方对管理订阅的使用情况 和最终用户许可条款)	包含附加条款 的附录
Red Hat Directory Server	系统: 贵方安装或执行全部或部分软件的系统, 包括但不限于安装或执行每个软件实例的服务器、工作站、便携式计算机、虚拟机、刀片服务器、节点、分区、设备或引擎(如适用)。	1.H
Red Hat CloudForms (及其前置任务 ManageIQ EVM 套件)	管理节点: 由软件管理的服务器、刀片服务器或节点。	1.I
Red Hat CloudForms for Public Cloud (及其前置任务 ManageIQ EVM for Public Cloud)	管理虚拟模块: 由软件管理的公有云上的虚拟机。	1.I

1.7 Software Subscription Lifecycle. During the life cycle of Red Hat Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue providing Software Maintenance and Support for older versions of Software. The details of the Software Maintenance and Production Support life cycle are set forth at https://access.redhat.com/support/policy/update_policies.html. If available, you may purchase Extended Update Support and/or Extended Life Cycle Support, as described in Exhibit 1.G to extend your Subscription Services for certain versions of Software.

1.7 软件订阅生命周期。在红帽软件的生命周期中, 软件维护与支持的范围会不断发展变化, 若干年后, 我们会停止为较旧版本的软件提供软件维护与支持。有关软件维护与生产支持生命周期的详细信息, 请访问 https://access.redhat.com/support/policy/update_policies.html。贵方可以购买延期更新支持和/或延期生命周期支持(如提供)(在附录 1.G 中予以说明), 延长某些软件版本的订阅服务。

2. Production Support and Development Support Terms

2. 生产支持与开发支持条款

2.1 Definitions. “Development Purposes” means using the Software for the specific purpose of (a) developing, (b) single-user prototyping, quality assurance or testing and/or (c) demonstrating software or hardware that runs with or on the Software. “Production Purposes” means using the Software (a) in a production environment, (b) generally using live data and/or applications for a purpose other than Development Purposes, (c) for multi-user prototyping, quality assurance and testing and/or (d) for backup instances. “Supported Hardware” means the hardware and platforms that are listed at (i) <https://hardware.redhat.com> and <http://www.redhat.com/resourcelibrary/articles/enterprise-linux-virtualization-support> for Red Hat Enterprise Linux and Red Hat Enterprise Virtualization subscriptions, (ii) <http://www.jboss.com/products/platforms/application/supportedconfigurations/> for Red Hat JBoss Enterprise Middleware subscriptions, and (iii) <https://access.redhat.com/knowledge/articles/66206> for Red Hat Storage Server. “Evaluation Subscriptions” are Subscription Services provided for the sole purpose of evaluating the suitability of the Subscription Services for your future purchase from Red Hat or through one of our authorized Business Partners and not for Production Purposes, Development Purposes or any other purpose (“Evaluation Purposes”). “Support Contact(s)” is a person authorized by you to open support requests and/or contact Red Hat support personnel.

2.1 定义。“开发目的”是指将软件用于以下特定目的: (a) 开发; (b) 单用户原型设计、质量保证或测试; (c) 演示与软件一起运行或使用软件运行的其他软件或硬件。“生产目的”是指将软件用于 (a) 生产环境; (b) 通常使用实况数据和/或应用程序进行开发以外的工作; (c) 多用户原型设计、质量保证和测试; (d) 备份实例。“支持的硬件”是指在 (i) <https://hardware.redhat.com> 和 <http://www.redhat.com/resourcelibrary/articles/enterprise-linux-virtualization-support> (针对 Red Hat Enterprise Linux 及 Red Hat Enterprise Virtualization 订阅) (ii) <http://www.jboss.com/products/platforms/application/supportedconfigurations/> (针对 Red Hat JBoss Enterprise Middleware 订阅) 及 (iii) <https://access.redhat.com/knowledge/articles/66206> (针对 Red Hat Storage Server) 上列出的硬件和平台。“评估订阅”服务仅用于评估贵方将从红帽或一个由其授权的商业伙伴处购买的订阅服务是否适用, 不得用于生产目的、开发目的或任何其他目的(“评估目的”)。“支持联系人”是指贵方授权提交支持请求和/或联系红帽支持人员的人士。

2.2 Use Cases. Subscription Services are provided for Software only when used for its supported purpose (“Use Case”). The Use Case determines which Subscription is required and what fees are charged. If you use or deploy the Software in a manner contrary to a supported Use Case, you are responsible for purchasing the appropriate Subscription(s) to cover such usage. For example, if you are using a Red Hat Enterprise Linux Desktop Subscription as a server, you are obligated to purchase a Red Hat Enterprise Linux Server

2.2 使用案例。仅在用于其支持的目的(“使用案例”)时, 红帽才为软件提供订阅服务。使用案例决定需要哪些订阅及收取哪些费用。如果贵方使用或部署软件的方式有悖于支持的使用案例, 贵方将负责购买适当的订阅以涵盖此类使用。例如, 如果贵方将 Red Hat Enterprise Linux Desktop 订阅用作服务器, 则贵方必须购买 Red Hat Enterprise Linux Server 订阅。

Subscription.

2.3 Evaluations. By requesting an Evaluation Subscription, you represent that you will be using the Subscription Services for Evaluation Purposes only and you understand that Red Hat is relying on the accuracy of your representation in providing you with access to the Evaluation Subscription(s). If you use the Red Hat Evaluation Subscription(s) for any other purposes, you are in violation of this Agreement and are required to pay the applicable subscription fees in accordance with Sections 1.1 and 1.2 above, in addition to any and all other remedies available to Red Hat under applicable law. Examples of such violations include, but are not limited to, using the Subscription Services provided under an Evaluation Subscription for Production Purposes, offering support services to third parties, or complementing or supplementing third party support services with Subscription Services received through an Evaluation Subscription.

2.4 Support from Business Partner. Some clients obtain support for their Software Subscriptions from an authorized Red Hat Business Partner, in which case the Business Partner provides the support to the client rather than Red Hat. Sections 2.5 - 2.8 apply to you only if you have purchased Subscription Services with Production Support provided by Red Hat. If you have purchased Subscription Services with support provided by a Business Partner, Sections 2.5 - 2.8 do not apply to you and you should work with your Business Partner to obtain support services.

2.5 Support from Red Hat. “Development Support” consists of assistance with installation, usage, problem diagnosis and bug fixes for the applicable Software used for Development Purposes during specific Red Hat life cycle phases (as referenced in Section 1.7 above). Development Support also consists of advice on architecture, design, development and prototyping. Requests for deployment and maintenance assistance and/or assistance for Production Purposes are not included within the scope of Development Support, but rather are available on a consulting basis under the terms of a separate agreement.

“**Production Support**” consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes for the Software used for Production Purposes during specific Red Hat life cycle phases (as referenced in Section 1.7 above). Production Support does not include assistance with code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, third party software made available with Red Hat Software (listed at www.redhat.com/licenses/thirdparty/eula.html), supplementary RHN channels and/or preview technologies.

To access and use Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. The scope of the Support is based on the level (for example, Self-support, Standard or Premium) and type of Subscription Services you purchased. Certain Support is provided only during Red Hat’s local standard business hours.

2.3 评估。请求评估订阅即表示贵方声明仅将订阅服务用于评估目的，且贵方理解红帽向贵方提供评估订阅时将取决于贵方声明的准确性。如果贵方将红帽评估订阅用于任何其他目的，即属于违反本协议，且贵方需要向红帽支付上文第 1.1 和 1.2 节规定的相应订阅费用及适用法律规定的任何和所有其他补偿。此类违规行为包括但不限于：将评估订阅中的订阅服务用于生产目的、向第三方提供支持服务，或将评估订阅中的订阅服务用于补充或增补第三方的支持服务。

2.4 商业伙伴提供的支持。某些客户从授权的红帽商业伙伴那里获得软件订阅的支持，在这种情况下，应由此商业伙伴而非红帽向客户提供支持。仅当贵方购买的订阅服务是由红帽提供生产支持时，才适用第 2.5 至 2.8 节的条款。如果贵方购买的订阅服务是由红帽商业伙伴提供支持，则第 2.5 至 2.8 节条款不适用于贵方，贵方应当联系商业伙伴获得支持服务。

2.5 红帽提供的支持。“开发支持”包括在特定红帽生命周期阶段（如上文第 1.7 节所述）用于开发目的提供的与适用软件的安装、使用、故障诊断和缺陷修复有关的协助。开发支持还包括提供有关架构、设计、开发及原型设计方面的建议。部署和维护协助和/或出于生产目的的协助方面的请求不包括在开发支持的范围内，但可按照独立协议的条款以咨询的方式请求提供。

“**开发支持**”包括在特定红帽生命周期阶段（如上文第 1.7 节所述）用于生产目的提供的与软件的安装、应用测试、使用、故障诊断和缺陷修复有关的协助。生产支持不包括以下方面的协助：代码开发、系统设计、网络设计、架构设计、优化、调优建议、安全规则或策略的制定或实施、随红帽软件提供的第三方软件（在 www.redhat.com/licenses/thirdparty/eula.html 上列出）、补充 RHN 通道和/或预览技术。

要获得和使用支持，贵方必须向红帽提供足够的信息，以证实贵方有权获得相关的支持。支持的范围取决于贵方购买的订阅服务的级别（如自助、标准或高级）和类型。某些支持仅在红帽当地标准营业时间内提供。

2.6 Support Coverage. We do not provide Production or Development Support for Software that (a) you (or a third party) have modified or recompiled, (b) is running on hardware that is not Supported Hardware or (c) is running in an unsupported Use Case as described in an Exhibit. You are responsible for testing the Software before deploying it in your environment. You should also backup your systems on a regular basis and have those backups available if needed for support purposes.

Red Hat will use commercially reasonable efforts to provide Support in accordance with the guidelines shown in Table 2.7 below. Support is provided in the English language and may be available in other languages based on available resources. Red Hat's Support telephone numbers and local standard business hours ("**Standard Business Hours**") are listed at <https://access.redhat.com/support/contact/technicalSupport.html>.

2.7 Service Level Guidelines. Support is available in one or more of the following support levels, depending on the Red Hat Product: Self-support, Standard or Premium as shown in the table below. Software Access and Software Maintenance are generally provided to you through a Red Hat-hosted delivery portal, such as Red Hat Customer Portal, Red Hat Update Infrastructure ("RHUI") and/or Red Hat Network ("RHN") (collectively, "**Red Hat Portal**"). For Premium Support: (1) in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated point of contact who will be available until the issue is resolved; and (2) after the Initial Response, Red Hat will provide status updates on the issue until (i) the issue is resolved; (ii) the issue is downgraded to a lower Severity Level (in which case status updates will be provided in accordance with the update guidelines applicable the new Severity Level); or (iii) the parties agree on an alternative update schedule.

2.6 支持服务涵盖范围。 我们不为以下软件提供生产或开发支持：(a) 贵方（或第三方）修改或重新编译过的软件，(b) 在不支持的硬件上运行的软件，或 (c) 在不支持的使用案例（如附录中所述）下运行的软件。在将软件部署到贵方的环境之前，由贵方负责对软件进行测试。贵方还应当定期备份系统，并在需要使用这些备份来提供支持时确保这些备份可用。

红帽将尽商业上合理的努力来按照下面表 2.7 中所示的准则提供支持。支持以英文提供，根据资源的可用情况，也可能以其他语言提供。红帽的支持服务电话和当地标准营业时间（“**标准营业时间**”）在以下网址列出：
<https://access.redhat.com/support/contact/technicalSupport.html>。

2.7 服务级别准则。 根据红帽产品的不同，支持有以下一个或多个级别可供选择：自助、标准或高级（如下表所示）。软件访问途径和软件维护通常通过红帽托管的交付门户提供给贵方，例如 Red Hat Customer Portal、Red Hat Update Infrastructure ("RHUI") 和/或 Red Hat Network ("RHN")（统称为“**红帽门户网站**”）。对于高级支持：(1) 对于严重性为 1 和 2 的问题，为了获得 24x7 全天候的支持，贵方必须提供一个专门的联系人，在问题解决之前可以随时联系此人；(2) 在初始响应后，红帽将针对该问题提供状态更新，直到 (i) 问题得到解决；(ii) 问题降级到较低的严重性级别（在此情况下，将根据适用于新严重性级别的更新准则提供状态更新）；或 (iii) 双方同意采用替代的更新时间表。

Table 2.7

	Self-support	Standard	Premium	
Hours of Coverage	none	Standard Business Hours	Standard Business Hours 24x7 for Severity 1 and 2	
Support Channel	none	Web and Phone	Web and Phone	
Number of Cases	none	Unlimited	Unlimited	
Software Maintenance	via Red Hat Portal	via Red Hat Portal	via Red Hat Portal	
Response Guidelines	Initial Response	Initial and Ongoing Response	Initial Response	Ongoing Response
Severity 1 (Urgent): A problem that severely impacts your use of the Software in a production environment (such as loss of production data or in which your production systems are not functioning). The situation halts your business operations and no procedural work around exists.	N/A	1 Business Hour	1 hour	1 hour
Severity 2 (High): A problem where the Software is functioning but your use in a production environment is severely reduced. The situation is causing a high impact to portions of your business operations and no procedural work around exists.	N/A	4 Business Hours	2 hours	4 hours
Severity 3 (Medium): A problem that involves partial, non-critical loss of use of the Software in a production environment or Development environments. For production environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around. For development	N/A	1 Business Day	4 Business Hours	8 Business Hours

	Self-support	Standard	Premium	
environments, where the situation is causing your project to no longer continue or migrate into production.				
Severity 4 (Low): A general usage question, reporting of a documentation error or recommendation for a future product enhancement or modification. For production environments, there is low-to-no impact on your business or the performance or functionality of your system. For development environments, there is a medium-to-low impact on your business, but your business continues to function, including by using a procedural work around.	N/A	2 Business Days	8 Business Hours	2 Business Days

Note: The guidelines set forth in Table 2.7 do not apply to the Developer Support Subscriptions described on Exhibit 1.C.

表 2.7

	自助	标准	高级	
服务时间	无	标准营业时间	标准营业时间 对于严重性级别 1 和 2 的问题, 为 7 x 24 全天候	
支持方式	无	网络和电话	网络和电话	
案例数	无	不限	不限	
软件维护	通过红帽门户网站	通过红帽门户网站	通过红帽门户网站	
响应准则	初始响应	初始及当前响应	初始及当前响应	更新
严重性级别 1 (紧急): 严重影响贵方在生产环境下使用软件的问题 (如丢失生产数据或生产系统无法正常工作)。这种情况会使贵方的业务运营中断, 并且没有程序性解决方法。	不适用	1 个工作时	1 个小时	1 个小时
严重性级别 2 (高): 软件可以工作, 但在生产环境下使用软件时会受到严重影响。这种情形会对贵方的部分业务运营造成较大的影响, 并且不存在程序性解决方法。	不适用	4 个工作时	2 个小时	4 个小时
严重性级别 3 (中): 在生产或开发环境下使用软件的部分非关键性功能丧失。在生产环境下, 贵方的业务受到中到低等程度的影响, 但仍可继续正常运行, 包括通过采取程序性解决方法。在开发环境下, 此情况会导致贵方的项目无法继续进行或无法迁移到生产环节。	不适用	1 个工作日	4 个工作时	8 个工作时
严重性级别 4 (低): 一般性使用问题, 报告文档错误或对日后的产品增强或修改提出建议。在生产环境下, 贵方的业务或系统的性能或功能受到低等程度的影响或没有影响。在开发环境下, 贵方的业务受到中到低等程度的影响, 但仍可继续正常运行, 包括通过采取程序性解决方法。	不适用	2 个工作日	8 个工作时	2 个工作日

注意: 表 2.7 中提出的准则并不适用于附录 1.C 中描述的开发人员支持订阅。

2.8 Support Contacts

For the Software Subscriptions, you may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts described in Table 2.8 below based on the number of Standard and Premium Software Subscriptions you have purchased (other than for Academic Edition Customers with Campus Wide Subscriptions*). We will provide Subscription Services to you solely by communicating during the Hours of Coverage with the individual Support Contact(s) you appoint. For Premium Support, in order to receive 24x7 coverage for Severity 1 and 2 issues, you must provide a dedicated point of contact who will be available until the issue is resolved. You may change your designated Support Contacts by notifying us in writing and giving us five business days to process the change. The Support Contacts should have “read and write” access to the necessary files, English language communication skills and relevant technical knowledge.

2.8 支持联系人

贵方可通过贵方指定的支持联系人联络红帽以获取软件订阅服务。贵方可根据已购买的标准及高级软件订阅（不包括教学版客户在校园范围内的订阅*）的数量指定最多下表 2.8 中所述联系人的数量。我们将在服务时间内与贵方委任的支持联系人单独沟通向贵方提供订阅服务。对于严重性为 1 和 2 的问题，为了获得 24x7 全天候的高级支持，贵方必须提供一个专门的联系人，在问题解决之前可以随时联系到此人。贵方可更改指定的支持联系人，并向书面通知我方，同时提供我方五个营业日以处理该变更。支持联系人应拥有“读写”所需文件的权限、英语沟通能力及相关技术知识。

Table 2.8

Number of Standard and Premium Software Subscriptions (excluding Red Hat JBoss Subscriptions)	Number of Cores included in Red Hat JBoss Software Subscriptions	Support Contacts
1 to 50	1 to 32	2
51 to 100	33 to 64	4
101 to 250	65 to 96	6
251 to 500	97 to 128	8
501 to 1000	129 to 160	10
1001 and over	161 to 192	12

*For Academic Edition Customers with Campus Wide Subscriptions, you may have two (2) Support Contacts for every one thousand (1,000) full time employees.

表 2.8

标准及高级软件订阅的数量（不包括 Red Hat JBoss 订阅）	Red Hat JBoss 软件订阅中所含核心的数量	支持
1 至 50	1 至 32	2
51 至 100	33 至 64	4
101 至 250	65 至 96	6
251 至 500	97 至 128	8
501 至 1000	129 至 160	10
1001 及更多	161 至 192	12

*对于教学版客户在校园范围内的订阅服务，贵方可为每一千 (1,000) 位全职员工提供两 (2) 个支持联系人。



1. Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server

You must purchase the appropriate number and type of Software Subscription(s) for each System that deploys, installs, uses or executes Red Hat Enterprise Linux Server including variants such as Red Hat Enterprise Linux Server for HPC Compute Nodes, for Power and for SAP, based on (1) the number of Socket-pairs and Virtual Guests when the Unit is a System; or (2) the number of vCPUs when the Unit is a vCPU.

A “**Socket-pair**” is up to two sockets each occupied by a CPU on a System. A “**Virtual Guest**” is an instance of the Software that is executed or installed on a System that is a virtual machine. When you deploy a guest operating system in a virtualized environment, you are responsible for securing the required license rights for any third party operating systems or other software that you use.

2. Red Hat Enterprise Linux Server Add-Ons

Red Hat Enterprise Linux Server Subscriptions may be purchased with one or more add-on options (“**Add-On(s)**”). Add-Ons require a separate paid and active Software Subscriptions for each System that deploys, installs, uses or executes such Add-On. The Add-Ons include: High Availability, Load Balancer, Resilient Storage, Scalable File System, Smart Management (requires Red Hat Satellite Server), Extended Update Support, Extended Life Cycle Support and High Performance Network.

3. Red Hat Enterprise Linux Server Support Options

Red Hat Enterprise Linux Server Subscriptions may be purchased with various levels of Production Support including Self-support, Standard and Premium Support Levels. Note that not all Production Support options are available for all Red Hat Enterprise Linux Server Subscriptions, configurations or customers. For example, Self-support is available only for (a) up to two-socket Systems; (b) up to one Virtual Guest per System; (c) Systems without Add-Ons (except Smart Management); and (d) customers who do not have a Red Hat Technical Account Manager.

4. Red Hat Enterprise Linux Server Use Cases

Subscription Services are provided for Software only when used for its supported purpose (“**Use Case**”) in accordance with the terms of this Exhibit and Table 4 below.

1. Red Hat Enterprise Linux Server 的计量单位和购买要求

贵方必须根据 (1) Socket-pair 与虚拟 Guest 的数量(单位为系统时) 或 (2) vCPU 的数量(单位为 vCPU 时), 为部署、安装、使用或执行 Red Hat Enterprise Linux Server (包括 Red Hat Enterprise Linux Server for HPC Compute Nodes/for Power/for SAP 等变型) 的每个系统购买适当数量和类型的软件订阅。

“**Socket-pair**”是指系统中 CPU 占用的插槽, 最多两个。“**虚拟 Guest**”是指在虚拟机系统上执行或安装的软件实例。在虚拟化环境中部署 Guest 操作系统时, 由贵方负责为任何第三方操作系统或贵方使用的其他软件获得所需的许可授权。

2. Red Hat Enterprise Linux Server 附加功能

Red Hat Enterprise Linux Server 订阅可以随附购买一个或多个附加功能选项 (“**附加功能**”)。附加功能需要针对每个部署、安装、使用或执行该等附加功能的系统单独支付有效的软件订阅。附加功能包括: 高可用性、负载均衡器、弹性存储、可扩展文件系统、智能管理(需要 Red Hat Satellite Server)、延期更新支持、延期生命周期支持和高性能网络。

3. Red Hat Enterprise Linux Server 支持选项

Red Hat Enterprise Linux Server 订阅可随附购买各种级别的生产支持, 其中包括自助、标准和高级支持级别。请注意, 并非所有 Red Hat Enterprise Linux Server 订阅、配置或客户都可以购买所有生产支持选项。例如, 自助支持仅适用于: (a) 最多两个插槽的系统, (b) 每个系统最多一个虚拟 Guest, (c) 不带附加功能(智能管理除外)的系统, 以及 (d) 没有 Red Hat 技术客户经理的客户。

4. Red Hat Enterprise Linux Server 使用案例

仅在按照本附录的条款和下面表 4 的规定用于其支持的目的 (“**使用案例**”)时, 红帽才会为软件提供订阅服务。

Table 4

Software	Use Case
Red Hat Enterprise Linux Server Red Hat Enterprise Linux Server for Mainframe	Server computing, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications. You may combine more than one Red Hat Enterprise Linux Server Software Subscription with the same type of support level and configuration (e.g. Socket-pairs, Virtual Guests, Cores) on one System to increase the number of Virtual Guests, but may not combine Software Subscriptions to increase the number of Socket-pairs. You may not split or apply one Red Hat Enterprise Linux Software Subscription to two or more Systems.
Red Hat Enterprise Linux for IBM Power	Supports up to 15 logical partitions per System.
Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes	High performance computing (“ HPC ”) that consists of a minimum set of four Systems that are networked and managed to perform compute-intensive workloads (“ cluster ”) with all of the following characteristics: (a) the cluster is used for compute-intensive distributed tasks sent to individual compute nodes within the cluster, (b) the cluster works as a single entity or system on specific tasks by performing compute-intensive operations on sets of data (Systems running a database, web application, load

Software	Use Case
	balancing or file serving clusters are not considered HPC nodes), (c) the number of management or head nodes does not exceed one quarter of the total number of nodes in the cluster and (d) all compute nodes in the cluster have the same Red Hat Enterprise Linux configuration. When Red Hat Enterprise Linux for HPC Head Nodes (an optional Software Subscription for management of compute nodes) is combined with Red Hat Enterprise Linux for HPC Compute Nodes Software Subscriptions for the compute nodes in the same cluster, the compute nodes assume the Service Level Agreement (“SLA”) of the Head Node.
Red Hat Enterprise Linux for Grid Nodes	A compute “Grid” means a minimum of fifty (50) Socket-pairs that are networked and managed to solve workloads with the following characteristics: (a) all the nodes in the group of systems have the same Red Hat Enterprise Linux configuration, (b) the group of systems is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the group of systems by a job scheduler, (d) the workloads are maintained in a single distributed application across the nodes in the group of systems, (e) the workloads are non-interactive, and (f) the production outage of the complete group of systems is defined as 30% of the nodes in the group of systems being unable to run the workload. The nodes in Grid are not running databases, web applications, load balancing, or file services.
Add-Ons: High Availability, Load Balancer, Resilient Storage, Scalable File System, Extended Update Support, Extended Life Cycle Support and High Performance Network	Only supported on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.
Red Hat Enterprise Linux Server used as a Virtual Guest	Virtual Guests may be pooled or shared on any other System that has a Software Subscription that has the same (a) support level (Self-supported, Standard or Premium) and (b) number of Virtual Guests (1, 4 or unlimited Virtual Guests), provided that you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions. Note: When you use Red Hat Enterprise Virtualization or third party software as a host operating system or hypervisor, you must purchase separate Software Subscriptions for each host System running the Virtual Guest.
Red Hat Enterprise Linux for Disaster Recovery	Systems used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels (as set forth in Appendix 1, Section 2.7) and configurations (e.g. Socket-pairs, Virtual Guests, Cores).
Red Hat Enterprise Linux for Retail	Systems used at retail store locations with the same application stack excluding any data center deployments.

表 4

软件	使用案例
Red Hat Enterprise Linux Server Red Hat Enterprise Linux Server for Mainframe	服务器计算，包括向其他逻辑或实体客户端或者服务器系统交付服务，以及执行多用户应用程序。贵方可以将一个系统上多个具有相同类型支持级别和配置（如，Socket-pairs, 虚拟Guests, 核心）的 Red Hat Enterprise Linux Server 软件订阅予以合并，以增加虚拟 Guest 的数量，但不得合并软件订阅以增加 Socket-pair 的数量。贵方不得拆分或将一个 Red Hat Enterprise Linux 软件订阅应用于两个或多个系统。
Red Hat Enterprise Linux for IBM Power	每个系统支持最多 15 个逻辑分区
Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes	高性能计算 (“HPC”)，最少由四个联网的受管系统组成，用于执行具有以下所有特征的计算密集型工作负载 (“集群”)：(a) 集群用于将计算密集型分布式任务发送到集群中的各个计算节点，(b) 通过对数据集执行计算密集型操作，集群以单个实体或系统的形式执行特定任务（运行数据库、Web 应用程序、负载均衡或文件服务集群的系统不被视为 HPC 节点），(c) 管理节点或头节点的数量不超过集群中节点总数的四分之一，并且 (d) 集群中的所有计算节点都采用相同的 Red Hat Enterprise Linux 配置。当 Red Hat Enterprise Linux for HPC Head Nodes Red Hat Enterprise Linux for HPC Compute Nodes (“SLA”)。
Red Hat Enterprise Linux for Grid Node	计算“网格”包含至少五十 (50) 个联网的受管 Socket-pair，用于处理具有以下特征的工作负载：(a) 系统组中的所有节点都具有相同的 Red Hat Enterprise Linux 配置，(b) 系统组正在运行单个应用程序或由单一作业调度程序所控制，(c) 工作负载通过作业调度程序被发送到系统组，(d) 工作负载跨系统组中的节点维持在单个分布式应用程序中，(e) 工作负载不是交互式的，(f) 整个系统组的生产停工被定义为系统组中 30% 的节点无法运行工作负载。网格中的节点不运行数据库、Web 应用程序、负载均衡或文件服务。

软件	使用案例
附加功能：高可用性、负载均衡器、弹性存储、可扩展文件系统、延期更新支持、延期生命周期支持和高性能网络	仅在使用有效的 Red Hat Enterprise Linux Server 标准和高级软件订阅时才受支持。
Red Hat Enterprise Linux Server 用作虚拟 Guest	<p>虚拟 Guest 可以在任何其他具有 Red Hat Enterprise Linux Server 软件订阅支持相同的 (a) 级别 (自助、标准或高级) 和 (b) 虚拟 Guests 的数量 (1, 4 or 无限制虚拟 Guests) 的系统上池化或共享，但前提是贵方未超过与基础软件订阅关联的虚拟 Guest 总数。</p> <p>注意： 在使用 Red Hat Enterprise Virtualization 或第三方软件作为主机操作系统或 Hypervisor 时，贵方必须为每个运行虚拟 Guest 的主机系统购买单独的软件订阅。</p>
Red Hat Enterprise Linux for Disaster Recovery	用于灾难恢复目的且间歇性使用的系统（例如从生产服务器接收定期备份数据的系统），前提是这些灾难恢复系统具有相同的服务级别（如附录 1 第 2.7 节中所规定）和配置（如，Socket-pairs, 虚拟Guests, 核心）。
Red Hat Enterprise Linux for Retail	用于零售地点使用的系统具有相同的应用，排除任何数据中心的部署

5. Red Hat Enterprise Virtualization Use Cases

You must purchase the appropriate number and type of Software Subscription(s) for each Physical Node that deploys, installs, uses or executes Red Hat Enterprise Virtualization based on the number of Socket-pairs. Subscription Services are provided for Red Hat Enterprise Virtualization for Servers only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 5 below. A Red Hat Enterprise Virtualization for Servers Software Subscription comes with RHEV- Manager, which requires the purchase of an underlying Red Hat Enterprise Linux Software Subscription for each Unit (i.e., Physical Node) System running RHEV-Manager.

5. Red Hat Enterprise Virtualization 使用案例

贵方必须根据 Socket-pairs 的数量为部署、安装、使用或执行 Red Hat Enterprise Virtualization 的每个物理节点购买适当数量和类型的软件订阅。仅在按照本附录的条款和下面表 5 的规定用于其支持的使用案例时，红帽才会为 Red Hat Enterprise Virtualization for Servers 提供订阅服务。Red Hat Enterprise Virtualization for Servers 软件订阅带有 RHEV- Manager，因此需要购买一个基础 Red Hat Enterprise Linux 软件订阅用于各个运行 RHEV-Manager 的单位系统（即，物理节点）。

Table 5

Software	Use Case
Red Hat Enterprise Virtualization	<p>Supported on physical hardware solely to support virtual guests. Red Hat Enterprise Virtualization is designed to run and manage virtual guests and does not support user-space applications. Red Hat Enterprise Virtualization may be used as a virtual desktop infrastructure solution, however, the Subscription does not come with any software or support for the desktop operating system.</p> <p>You must purchase the operating system for each instance of a desktop or server separately.</p>

表 5

软件	使用案例
Red Hat Enterprise Virtualization	<p>实体硬件上的服务器计算仅支持虚拟 Guest。Red Hat Enterprise Virtualization 适用于运行和管理虚拟 Guest，不支持用户空间应用程序。Red Hat Enterprise Virtualization 可用作一个虚拟台式计算机架构解决方案，然而，订阅不带任何软件或不支持台式计算机的操作系统。贵方需要购买分别用于每个台式计算机或服务器实例的操作系统。</p>

6. Red Hat Enterprise Linux Desktop Software Subscriptions 6. Red Hat Enterprise Linux Desktop 软件订阅

Software Subscriptions for Red Hat Enterprise Linux Desktops and Workstations are subject to the parameters set forth in Table 6 below. Each Red Hat Enterprise Linux Desktop and Workstation Software Subscription includes one Red Hat Network system entitlement and one Smart Management Module, each to be used solely with a single Red Hat Enterprise Linux Desktop or Workstation System. Production Support for Red Hat Enterprise Linux Desktop subscriptions is limited to web-based support only for your helpdesk support personnel. Red Hat is not obligated to support your end users directly.

Red Hat Enterprise Linux Desktop 和 Red Hat Enterprise Linux Workstation 的软件订阅受下面表 6 中所规定的参数的限制。每个 Red Hat Enterprise Linux Desktop 和 Red Hat Enterprise Linux Workstation 软件订阅均包括一个 Red Hat Network 系统权限和一个智能管理模块，每个都只能与单个 Red Hat Enterprise Linux Desktop 或 Red Hat Enterprise Linux Workstation 系统配合使用。Red Hat Enterprise Linux Desktop 订阅的生产支持仅限于针对贵方终端用户支持人员的基于网络的支持。红帽没有义务直接支持贵方的最终用户。

Table 6

	Desktop	Workstation
Maximum CPUs (defined in Appendix 1) supported	1	2
Maximum memory supported	8GB	Unlimited
Number of Virtual Guests supported	1	1
Includes open source server applications (e.g., Apache, Samba, or NFS), supported for use on personal systems for testing and development purposes or to share data with peers	No	Yes
Includes the Red Hat Enterprise Linux software development stack	No	Yes

表 6

	桌面	工作站
支持的最大 CPU 数（在附录 1 中定义）	1	2
支持的最大内存	8GB	不限
支持的虚拟 Guest 数量	1	1
包含开源代码服务器应用程序（例如 Apache、Samba 或 NFS），支持在个人系统中用于测试和开发用途，或与对等方共享数据	否	是
包含 Red Hat Enterprise Linux 软件开发堆栈	否	是

6.1 Red Hat Enterprise Linux Desktop and Red Hat Enterprise Linux Workstation Use Cases.

Subscription Services are provided for Red Hat Enterprise Linux Desktop and Workstation only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 6.1 below.

6.1 Red Hat Enterprise Linux Desktop 和 Red Hat Enterprise Linux Workstation 使用案例。

仅在按照本附录的条款和下面表 6.1 的规定用于其支持的使用案例时，红帽才会为 Red Hat Enterprise Linux Desktop 和 Red Hat Enterprise Linux Workstation 提供订阅服务。

Table 6.1

Software	Use Case
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	Personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Note: Deploying the associated Red Hat Network system entitlements or Smart Management Modules on a system other than Red Hat Enterprise Linux Desktop or Workstation, as applicable, is not a supported Use Case.

表 6.1

软件	使用案例
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	个人计算系统，主要用途是为使用直连式键盘和显示器的单个用户执行应用程序和/或服务。 注意： 在 Red Hat Enterprise Linux Desktop 或 Red Hat Enterprise Linux Workstation 以外的系统上部署关联的 Red Hat Network 系统权限或智能管理模块不是受支持的使用案例。

7. Red Hat Enterprise MRG Realtime

All Red Hat Enterprise MRG Realtime Software Subscriptions require an equal number of active Red Hat Enterprise Linux Server Subscriptions, Red Hat Enterprise Linux HPC Head Nodes and/or Red Hat Enterprise Linux HPC Compute nodes with matching Standard or Premium Support levels for each System.

7. Red Hat Enterprise MRG Realtime

所有 Red Hat Enterprise MRG Realtime 软件订阅都要求每个系统具有相等数量的有效 Red Hat Enterprise Linux Server 订阅、Red Hat Enterprise Linux HPC Head Nodes 和/或 Red Hat Enterprise Linux HPC Compute nodes，以及匹配的标准或高级支持级别。

7.1 Red Hat Enterprise MRG Realtime Use Cases. Subscription Services are provided for Red Hat Enterprise MRG Realtime only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 7.1 below.

7.1 Red Hat Enterprise MRG Realtime 使用案例。 仅在按照本附录的条款和下面表 7.1 的规定用于其支持的使用案例时，红帽才会为 Red Hat Enterprise MRG Realtime 提供订阅服务。

Table 7.1

Software	Use Case
MRG Realtime	Only systems running (a) operating environments identified at www.redhat.com/mrg/hardware as MRG Realtime compatible and (b) hardware systems identified as MRG Realtime certified at https://hardware.redhat.com will be supported.

表 7.1

软件	使用案例
MRG Realtime	仅支持符合以下条件的系统：(a) 运行 www.redhat.com/mrg/hardware 上确定的与 MRG Realtime 兼容的操作环境，以及 (b) 运行 https://hardware.redhat.com 上确定的经过 MRG Realtime 认证的硬件系统。

8. Red Hat Enterprise Linux – Academic Edition

Software Subscriptions for Red Hat Enterprise Linux – Academic Editions are subject to the additional terms and conditions, including Use Cases set forth in Table 8 below.

8. Red Hat Enterprise Linux – 教学版

Red Hat Enterprise Linux – 教学版的软件订阅受附加条款和条件（包括下面表 8 中规定的使用案例）的限制。

Table 8

Software	Use Case
Red Hat Enterprise Linux – Academic Edition	<p>Red Hat Enterprise Linux – Academic Edition Subscriptions are supported for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and (e) laboratories for software development use. Red Hat Enterprise Linux – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx).</p> <p>Note: When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.</p>

表 8

软件	使用案例
Red Hat Enterprise Linux – 教学版	<p>Red Hat Enterprise Linux – 教学版订阅支持合格的教学机构用于教学目的，包括 (a) 用于个人和教学用途的教员、员工或学生的便携式计算机和桌上计算机，(b) 供教员、员工或学生用于一般教学用途的计算机实验室，(c) 教室中的桌面计算机，(d) 用于技术与研究用途的实验室，以及 (e) 用于软件开发的实验室。当不为上述 (a) - (e) 的用途而使用 Red Hat Enterprise Linux – 教学版订阅服务时，则不被支持。合格的教学机构必须被一个国家级的认证机构所认证（如：美国的认证可查询 http://ope.ed.gov/accreditation/Search.aspx）。</p> <p>注意：当贵方将 Red Hat Enterprise Linux – 教学版用于不符合上述条件的教学目的时，需按标准 Red Hat Enterprise Linux 订阅费用付费。</p>



1. Red Hat JBoss Middleware Software Subscriptions

1.1 Red Hat JBoss Middleware Software Subscription

Overview. When you purchase a Software Subscription to Red Hat JBoss Middleware (such as Red Hat JBoss Enterprise Application Platform), you will receive:

- Software Access for the Red Hat JBoss Middleware Software Subscription that you purchased (such as Red Hat JBoss Enterprise Application Platform in the example above) and access to certain additional Red Hat JBoss Middleware software code (we refer to this additional code as the “**Supplemental JBoss Software**”), subject to the Supplemental JBoss Software Conditions described in Section 1.2 below;
- Production and Development Support for the Red Hat JBoss Middleware Software Subscription product that you purchased (again, Red Hat JBoss Enterprise Application Platform in the example above) but not for the Supplemental JBoss Software; and
- Software Maintenance for both the Red Hat JBoss Middleware Software Subscription product that you purchased and for the Supplemental JBoss Software, subject to the Supplemental JBoss Software Conditions below.

1.2 Supplemental JBoss Software Conditions. Software Access and Software Maintenance for Supplemental JBoss Software is intended and available for Development Purposes only and for up to 25 users for each 16 Core Band Subscription of Red Hat JBoss Middleware Software that you purchased. If you deploy or use the Supplemental JBoss Software for Production Purposes or for more than 25 users, you agree to purchase the appropriate Software Subscriptions for each Unit that you deploy or use. Red Hat’s Open Source Assurance Program applies only to the Red Hat JBoss Middleware Software Subscription that you purchased (such as Red Hat JBoss Enterprise Application Platform in the example above) and does not apply to Supplemental JBoss Software.

1.3 Red Hat JBoss Middleware Use Cases. Subscription Services are provided for Red Hat JBoss Middleware Software Subscriptions only when used for its supported purpose (“**Use Case**”) as set forth at: <https://access.redhat.com/support/offerings/jboss>.

1. Red Hat JBoss Middleware 软件订阅

1.1 Red Hat JBoss Middleware 软件订阅概述。在购买 Red Hat JBoss Middleware 的软件订阅（如 Red Hat JBoss Enterprise Application Platform）时，贵方将收到：

- 贵方所购买的 Red Hat JBoss Middleware 软件订阅（例如 Red Hat JBoss Enterprise Application Platform）的软件访问途径，以及对某些额外的 Red Hat JBoss Middleware 软件代码的访问（我们将这种额外的代码称为“**JBoss 补充软件**”），具体取决于下面第 1.2 节规定的 JBoss 补充软件的条件；
- 贵方所购买的 Red Hat JBoss Middleware 软件订阅产品（例如 Red Hat JBoss Enterprise Application Platform）的生产支持和开发支持，但不涉及 JBoss 补充软件；以及
- 贵方所购买的 Red Hat JBoss Middleware 软件订阅产品及 JBoss 补充软件的软件维护，具体取决于下文规定的 JBoss 补充软件条件。

1.2 JBoss 补充软件条件。JBoss 补充软件的软件访问途径和软件维护仅用于开发用途，并且适用于最多 25 名用户，针对的是贵方所购买的每个 Red Hat JBoss Middleware 软件 16 核心组订阅。如果贵方出于生产目的部署或使用 JBoss 补充软件，或将其用于超过 25 名用户，则表示贵方同意为所部署或使用的每个单位购买适当的软件订阅。红帽的开源代码保证计划仅适用于贵方购买的 Red Hat JBoss Middleware 软件订阅（例如 Red Hat JBoss Enterprise Application Platform），而不适用于 JBoss 补充软件。

1.3 Red Hat JBoss Enterprise Middleware 使用案例。为 Red Hat JBoss Middleware 软件提供的订阅服务仅限于用于其支持的目的（“使用案例”），详情可参阅 <https://access.redhat.com/support/offerings/jboss>。



1. Red Hat Enterprise Linux Developer Suite

Red Hat Enterprise Linux Developer Suite provides an open source development environment that consists of Red Hat Enterprise Linux with built-in development tools, certain Red Hat Enterprise Linux Add-Ons, Red Hat MRG Realtime, Smart Management and access to Software Maintenance, but no Development or Production Support.

If you use any of the Subscription Services or Software associated with Red Hat Enterprise Linux Developer Suite for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently, you agree to purchase the applicable number of Units of the applicable Software Subscription. Red Hat does not provide Production Support or Development Support for Red Hat Enterprise Developer Suite.

2. Red Hat Enterprise Linux Developer Suite Use Cases.

Subscription Services are provided for Red Hat Enterprise Linux Developer Suite only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 2 below.

1. Red Hat Enterprise Linux 开发人员套件

Red Hat Enterprise Linux 开发人员套件可提供开源代码开发环境，其中包括带内置开发工具的 Red Hat Enterprise Linux、部分 Red Hat Enterprise Linux 附加功能、Red Hat MRG Realtime、智能管理和获得软件维护，但不包括开发或生产支持。

如果贵方将任何与 Red Hat Enterprise Linux 开发人员套件相关的订阅服务或软件用于生产目的，或单独使用 Red Hat Enterprise Linux 软件订阅权限，则表示贵方同意购买适用数量的适用软件订阅单位。红帽不为 Red Hat Enterprise 开发人员套件提供生产支持或开发支持。

2. Red Hat Enterprise Linux 开发人员套件使用案例。

仅在按照本附录的条款和下面表 2 的规定用于其支持的使用案例时，红帽才会为 Red Hat Enterprise Linux 开发人员套件提供订阅服务。

Table 2

Software	Use Case
Red Hat Enterprise Linux Developer Suite	Subscription Services for Red Hat Enterprise Linux Developer Suite are available for Development Purposes only.

表 2

软件	使用案例
Red Hat Enterprise Linux 开发人员套件	Red Hat Enterprise Linux 开发人员套件的订阅服务仅适用于开发目的。

3. Red Hat JBoss Developer Studio Subscriptions

Red Hat JBoss Developer Studio Portfolio Edition provides an open source development environment that consists of Eclipse, Eclipse Tooling and Red Hat JBoss Middleware platforms. Red Hat JBoss Developer Studio Portfolio Edition also includes one entitlement to a Red Hat Enterprise Linux Software Subscription, with built-in development tools and access to Software Maintenance, but no Development or Production Support.

If you use any of the Subscription Services or Software associated with Red Hat JBoss Developer Studio Portfolio Edition for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently of your use of the Red Hat JBoss Developer Studio Subscription, you agree to purchase the applicable number of Units of the applicable Software Subscription. Red Hat does not provide Production Support or Development Support for Red Hat JBoss Developer Studio Portfolio Edition.

3. Red Hat JBoss Developer Studio 订阅

Red Hat JBoss Developer Studio Portfolio 版本可提供开源代码开发环境，其中包括 Eclipse、Eclipse Tooling 和 Red Hat JBoss Enterprise Middleware 平台。Red Hat JBoss Developer Studio Portfolio 版本还包括一个 Red Hat Enterprise Linux 软件订阅权限，贵方可以获得内置开发工具和软件维护服务，但不能获得开发支持或生产支持。

如果贵方将任何与 Red Hat JBoss Developer Studio Portfolio 版本相关的订阅服务或软件用于生产目的，或独立于贵方的 Red Hat JBoss Developer Studio 订阅使用 Red Hat Enterprise Linux 软件订阅权限，则表示贵方同意购买适用数量的适用软件订阅单位。红帽不为 Red Hat JBoss Developer Studio Portfolio 版本提供生产支持或开发支持。

4. Red Hat JBoss Developer Studio Portfolio Edition Use Cases.

Subscription Services are provided for Red Hat JBoss Developer Studio only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 4 below.

4. Red Hat JBoss Developer Studio Portfolio 版本使用案例。

仅在按照本附录的条款和下面表 4 的规定用于其支持的使用案例时，红帽才会为 Red Hat JBoss Developer Studio 提供订阅服务。

Table 4

Software	Use Case
Red Hat JBoss Developer Studio Portfolio Edition	Subscription Services for Red Hat JBoss Developer Studio Portfolio Edition are available for Development Purposes only.

表 4

软件	使用案例
Red Hat JBoss Developer Studio Portfolio 版本	Red Hat JBoss Developer Studio Portfolio 版本的订阅服务仅适用于开发目的。



1. Red Hat Storage Server

You must purchase the appropriate number and type of Software Subscription(s) for each System and Virtual Guest that deploys, installs, uses or executes Red Hat Storage Server on your premise or elsewhere. Red Hat Storage Server for On-Premise includes management tools to manage one or more instances of Red Hat Storage Server (“**Red Hat Storage Console**”). If you use the software contained in the Red Hat Storage Console for any purpose other than the management of Red Hat Storage Server, you agree to purchase the applicable number of Units of the relevant Software Subscriptions for such use. If you use Red Hat Storage Server on a Vendor’s Cloud, the Vendor may have additional terms and fees, independent of this Agreement, for such usage. “**Vendor**” means the Red Hat authorized third party from which you purchased Cloud services. “**Cloud**” means a Vendor’s hosted computing infrastructure of shared resources that provides virtual machines or instances to end users on an on-demand basis. For Red Hat Storage Server for Public Cloud, Exhibit 1.J also applies. Red Hat Storage Server for Hybrid Cloud is a bundle (a) of an equal number of Red Hat Storage Server for On-Premise and Red Hat Storage Server for Public Cloud entitlements and (b) sold in even numbers of Units.

2. Red Hat Storage Server Use Cases

Subscription Services for Red Hat Storage Server are provided only when used for its supported purpose (“**Use Case**”) in accordance with the terms of this Exhibit and Table 2 below.

1. Red Hat Storage Server

贵方必须为场内或其他位置部署、安装、使用或执行 Red Hat Storage Server 的每个系统和虚拟 Guest 购买适当数量和类型的软件订阅。Red Hat Storage Server for On-Premise 包括可管理一个或多个 Red Hat Storage Server 实例的管理工具 (“**Red Hat Storage Console**”)。如果贵方将 Red Hat Storage Console 内的软件用于管理 Red Hat Storage Server 以外的用途，则表示贵方同意针对该等使用购买适用数量的相关软件订阅单位。如果贵方通过供应商云使用 Red Hat Storage Server，则该供应商可能会因该等使用而需要承担独立于本协议的附加条款和费用。“**供应商**”是指贵方从其购买云服务的红帽授权第三方。“**云**”是指供应商托管的共享资源计算基础设施，可向最终用户按需提供虚拟机或实例。对于 Red Hat Storage Server for Public Cloud，附录 1.J 同样适用。Red Hat Storage Server for Hybrid Cloud 是将以下两点的捆绑：(a) 同样数量的 Red Hat Storage Server for On-Premise 和 Red Hat Storage Server for Public Cloud 的权限，和 (b) 以偶数的单位出售。“**节点**”是指 Red Hat Storage Server for On-Premise 订阅的系统和 Red Hat Storage Server for Public Cloud 订阅的虚拟Guests。

2. Red Hat Storage Server 使用案例

仅在按照本附录的条款和下面表 2 的规定用于其支持的目的 (“**使用案例**”) 时，红帽才会为 Red Hat Storage Server 提供订阅服务。

Table 2

Software Subscription	Use Case
Red Hat Storage Server for On-Premise	Red Hat Storage Server for On-Premise is intended to be used as a storage system and will be supported only when used as a storage node. Red Hat Storage Server is not supported on non-server hardware such as desktops or workstations. Red Hat Storage Server for On-Premise is intended for use on a dedicated System or Virtual Guest; running other applications and/or programs of any type on the System or Virtual Guest can have a negative impact on the function and/or performance of the Red Hat Storage Server and is not a supported Use Case. Each Red Hat Storage Server Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of Red Hat Storage Server.
Red Hat Storage Server for Public Cloud	Red Hat Storage Server for Public Cloud is intended to be used as a storage system and will be supported only when used as a storage node. When running in Amazon Web Services, an EC2 M1 Large dedicated instance is required in order to be supported. Running other applications and/or programs of any type on the same instance can have a negative impact on the function and/or performance of the Red Hat Storage Server and is not a supported Use Case. Each Red Hat Storage Server Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of Red Hat Storage Server.

表 2

软件订阅	使用案例
Red Hat Storage Server for On-Premise	Red Hat Storage Server for On-Premise 的预期用途为存储系统，仅在用作存储节点时才受支持。Red Hat Storage Server 不支持桌面或工作站等非服务器硬盘。Red Hat Storage Server for On-Premise 旨在用于专门的系统或虚拟 Guest；在系统或虚拟 Guest 上运行任何类型的其他应用程序和/或软件可能对 Red Hat Storage Server 的功能和/或性能造成负面影响，因此不是受支持的使用案例。Red Hat Storage Server 订阅包括 Red Hat Enterprise Linux Server 软件订阅和 Scalable File System Add-on 软件订阅，该等订阅仅支持与 Red Hat Storage Server 配合使用。
Red Hat Storage Server for Public Cloud	Red Hat Storage Server for Public Cloud 的预期用途为存储系统，仅在用作存储节点时才受支持。在 Amazon Web Services 内运行时，需要使用 EC2 M1 大型专用实例才能受支持。在同一实例上运行任何类型的其他应用程序和/或软件可能对 Red Hat Storage Server 的功能和/或性能造成负面影响，因此不是受支持的使用案例。Red Hat Storage Server 订阅包括 Red Hat Enterprise Linux Server 软件订阅和 Scalable File System Add-on 软件订阅，该等订阅仅支持与 Red Hat Storage Server 配合使用。

3. Production Support

A Software Subscription to Red Hat Storage Server entitles you to Production Support only. Production Support does not include support of the Software for developing, prototyping and/or demonstrating software or hardware that runs with or on the Software.

3. 生产支持

Red Hat Storage Server 软件订阅仅允许贵方获得生产支持。生产支持不包括支持将软件用于开发、原型设计和/或演示与软件一起运行或使用软件运行的其他软件或硬件。



1. Red Hat Cloud Infrastructure Subscriptions

1.1 Entitlements and Purchasing Requirements. You must purchase the appropriate number of Software Subscription(s), based on the number of Socket-pairs in each Physical Node. A “Socket-pair” is up to two sockets each occupied by a CPU in the Physical Node. A Red Hat Enterprise Linux Software Subscription is bundled with the Red Hat Cloud Infrastructure Software Subscription and the fees are based on the Use Cases described below. Any use of the Red Hat Enterprise Linux Software Subscription other than the Use Cases described below is subject to Red Hat’s standard Software Subscription fees. Your Subscription comes with a Red Hat CloudForms Software Subscription and you are required to purchase additional Red Hat CloudForms Software Subscriptions if you are managing any virtual machines with the Red Hat Cloud Infrastructure Subscription that are not running on the same Physical Node as the active Red Hat CloudForms Software Subscription.

1.2 Supported Uses. Subscription Services are provided for Software only when used for its supported purpose (“Use Case”) in accordance with the terms of this Exhibit and Table 1.2 below.

1. Red Hat Cloud Infrastructure 订阅

1.1 权限及购买要求。 贵方必须根据物理节点的 Socket-pairs 数量购买适当数量的软件订阅。“Socket-pair”是指物理节点上 CPU 占用的插槽，最多两个。Red Hat Enterprise Linux 软件订阅与 Red Hat Cloud Infrastructure 软件订阅绑定，且费用按下述使用案例收取。对 Red Hat Enterprise Linux 软件订阅的任何使用（不包括用下述使用案例）取决于适用于红帽的标准软件订阅费用。贵方的订阅带有 Red Hat CloudForms 软件订阅，且如贵方计划使用不在相同物理节点上运行的 Red Hat Cloud Infrastructure 作为有效的 Red Hat CloudForms 软件订阅以管理任何，则须购买额外的 Red Hat CloudForms 软件订阅。

1.2 支持的使用案例。 仅在按照本附录的条款和下面表 1.2 的规定用于其支持的目的（“使用案例”）时，红帽才会为软件提供订阅服务。

Table 1.2

Software Subscription	Supported Use Case
Red Hat Cloud Infrastructure	Red Hat does not provide Subscription Services for the Software when used on a Physical Node that is not a server. Red Hat Enterprise Linux, is supported solely when used as the host operating system for Red Hat OpenStack Software or when used as the guest operating system on virtual machines created and managed with this Subscription. Red Hat Enterprise Linux is currently the only supported operating system for the Red Hat OpenStack Software.
Red Hat Cloud Infrastructure (without guest OS)	Red Hat does not provide Subscription Services for the Software when used on a Physical Node that is not a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Software. Red Hat Enterprise Linux is currently the only supported operating system for the Red Hat OpenStack Software. You must purchase the appropriate third party license and/or subscription for the operating system and other software running on each virtual machine on the Physical Node.

表 1.2

软件订阅	支持的使用案例
Red Hat Cloud Infrastructure	当用于非服务器的物理节点时，红帽不会为其提供订阅服务。仅当用作 Red Hat OpenStack 软件的主机操作系统时或用作采用此订阅创建及管理的虚拟机上的 Guest 操作系统时，Red Hat Enterprise Linux 才受支持。Red Hat Enterprise Linux 目前仅受 Red Hat OpenStack 软件操作系统的支持。
Red Hat Cloud Infrastructure (无 Guest OS)	当用于非服务器的物理节点时，红帽不会为其提供订阅服务。仅当用作 Red Hat OpenStack 软件的主机操作系统时，Red Hat Enterprise Linux 才受支持。Red Hat Enterprise Linux 目前仅受 Red Hat OpenStack 软件操作系统的支持。贵方必须购买适当的第三方许可和/或订阅用于在物理节点上各虚拟机上运行的操作系统及其他软件。

2. Production Support.

Each Red Hat Cloud Infrastructure Software Subscription comes with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for any underlying infrastructure or for any third party products that may be running on any servers or virtual machines.

2. 生产支持。

每个 Red Hat Cloud Infrastructures 软件订阅都带有标准或高级生产支持。红帽仅提供用于红帽产品的生产支持，不会为任何基础架构或任何可能使用任何服务器或虚拟机的第三方产品提供任何生产支持。



1. Red Hat Enterprise Linux OpenStack Platform Subscriptions

- 1.1 Entitlements and Purchasing Requirements.** You must purchase the appropriate number of Software Subscription(s), based on the number of Socket-pairs in each Physical Node running the Red Hat Enterprise Linux OpenStack Platform Software. A “Socket-pair” is up to two sockets each occupied by a CPU on a Physical Node. A Red Hat Enterprise Linux Software Subscription is bundled with the Red Hat Enterprise Linux OpenStack Platform Subscription and the fees are based on the Use Cases described below. Any use of Red Hat Enterprise Linux other than the Use Cases described below is subject to Red Hat’s standard Software Subscription fees for such use.
- 1.2 Supported Uses.** Subscription Services are provided for Software only when used for its supported purpose (“Use Case”) in accordance with the terms of this Exhibit and Table 1.2 below.

1. Red Hat Enterprise Linux OpenStack Platform 订阅

- 1.1 权限及购买要求。** 贵方必须根据运行 Red Hat Enterprise Linux OpenStack Platform 软件的各物理节点上的 Socket-pairs 数量购买适当数量的软件订阅。“Socket-pair”是指物理节点上 CPU 占用的插槽，最多两个。Red Hat Enterprise Linux 软件订阅与 Enterprise Linux OpenStack Platform 软件订阅绑定，且费用按下述使用案例收取。对 Red Hat Enterprise Linux 软件订阅的任何使用（不包括用下述使用案例）取决于适用于红帽的标准软件订阅费用。
- 1.2 支持的使用案例。** 仅在按照本附录的条款和下面表 1.2 的规定用于其支持的目的（“使用案例”）时，红帽才会为软件提供订阅服务。

Table 1.2

Software Subscription	Supported Use Case
Red Hat Enterprise Linux OpenStack Platform	Red Hat does not provide Subscription Services for this Software when used on a Physical Node that is not a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running the Red Hat OpenStack software or when used as the guest operating system with virtual machines created and managed with the OpenStack Software. Red Hat Enterprise Linux is currently the only supported operating system for the Red Hat OpenStack Software.
Red Hat Enterprise Linux OpenStack Platform (without guest OS)	Red Hat does not provide Subscription Services for the Software when used on a System that is not a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running the Red Hat OpenStack software. Red Hat Enterprise Linux is currently the only supported operating system for the Red Hat OpenStack software. You must purchase the appropriate third party license and/or subscription for the operating system and other software running on each virtual machine on the Physical Node.

表 1.2

软件订阅	支持的使用案例
Red Hat Enterprise Linux OpenStack Platform	当用于非服务器的物理节点时，红帽不会为其提供订阅服务。仅当用作 Red Hat OpenStack 软件的主机操作系统时或用作采用 OpenStack 软件创建及管理的虚拟机上的 Guest 操作系统时，Red Hat Enterprise Linux 才受支持。Red Hat Enterprise Linux 目前仅受 Red Hat OpenStack 软件操作系统的支持。
Red Hat Enterprise Linux OpenStack Platform (无 Guest OS)	当用于非服务器的物理节点时，红帽不会为其提供订阅服务。仅当用作 Red Hat OpenStack 软件的主机操作系统时，Red Hat Enterprise Linux 才受支持。Red Hat Enterprise Linux 目前仅受 Red Hat OpenStack 软件操作系统的支持。贵方必须购买适当的第三方许可和/或订阅用于在物理节点上各虚拟机上运行的操作系统及其他软件。

2. Production Support.

Each Software Subscription comes with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for any underlying infrastructure or for any third party products that may be running on any servers or virtual machines.

2. 生产支持。

每个软件订阅都带有标准或高级生产支持。红帽仅向红帽产品提供生产支持，不会为任何基础架构或可能在任何服务器或虚拟机上运行的第三方产品提供任何生产支持。



1. Technical Account Management (“TAM”) Service

The TAM Service is a Support Subscription that you may purchase in addition to your underlying Standard or Premium Software Subscription in order to receive enhanced Support. The TAM Service does not include support for (1) Self-support Software Subscriptions, (2) any Unit of Software (such as a System, Core, etc.) for which you do not have an active paid Software Subscription or (3) any Software Subscription for which support is provided by a Business Partner. When you purchase a TAM Service, you receive access to a Red Hat support engineer to provide you with:

- access to Red Hat’s technology and development plans, including beta testing and bug/feature escalation,
- weekly review calls,
- two on-site technical review visits per year,
- up to four Support Contacts,
- quarterly service performance metrics via the TAM electronic dashboard, and
- a subscription to Red Hat’s TAM monthly newsletter.

1.1 TAM Service Coverage. Each TAM Service Subscription will be limited to certain parameters (that is, a region, a customer team or a product line) and will be listed in the Order Form and, if not listed, the TAM parameters will be established upon the initiation of the TAM Service.

- **Regions:** North America, Latin America, EMEA, Asia-Pacific (excluding Japan, China and India), China, India or Japan.
- **Customer Team:** The customer team supported by the TAM, such as your development team, your system administration team, your support team, etc.
- **Red Hat Product Line:** The supported Red Hat product line, such as the Red Hat Enterprise Linux, Red Hat JBoss Middleware product line, Red Hat Enterprise Virtualization, Red Hat Storage or Red Hat Cloud product lines.

1.2 TAM Service Level

Hours of Coverage. The TAM Service is offered during local Red Hat Support Standard Business Hours as set forth at <https://access.redhat.com/support/contact/technicalSupport.html> (based on the physical location of the TAM representative).

Engagement of the TAM Representative Outside of Red Hat Standard Business Hours. If you have purchased Premium Red Hat Software Subscriptions, you will receive 24x7 Support for Severity 1 and 2 issues through Red Hat’s 24x7 Production Support teams and not necessarily from your assigned TAM representative. Red Hat’s 24x7 Production Support team will be responsible for addressing issues, but will consult with your TAM representative, as your TAM representative is available, for advice and to gain a better understanding of your infrastructure, environment and specific needs. If you have purchased multiple TAM Service Subscriptions in each of Red Hat’s primary Support Regions, you will receive the benefit of extended TAM Service

1. 技术客户管理 (“TAM”) 服务

TAM 服务是一项支持订阅，除了基础的标准或高级软件订阅之外，贵方还可以购买该订阅来获得增强的支持。TAM 服务不包括对以下内容的支持：(1) 自助软件订阅，(2) 贵方不具备有效且已付费软件订阅的任何软件单位（如系统、核心等）或 (3) 任何由商业伙伴提供支持的软件订阅。购买 TAM 服务后，将有一位红帽支持工程师为贵方提供：

- 获得红帽技术和开发计划的权限，包括 Beta 测试和缺陷/功能上报；
- 每周电话评估；
- 每年两次现场技术评估；
- 多达四个支持联系人；
- 每季度通过 TAM 电子考核表考量服务情况，以及
- 订阅红帽的 TAM 每月新闻稿。

1.1 TAM 服务范围。每个 TAM 服务订阅都将有一定的参数限制（即区域、客户团队或产品系列），并将在订购表中列出；如果未列出，这些 TAM 参数将在开始 TAM 服务时确定。

- **区域：**北美地区、拉丁美洲，欧洲/中东/非洲地区、亚太地区（不包括日本，中国和印度），中国，印度或日本。
- **客户团队：**TAM 支持的客户团队，如贵方的开发团队、系统管理团队、支持团队等。
- **红帽产品系列：**支持的红帽产品系列，如 Red Hat Enterprise Linux，Red Hat JBoss Middleware 产品系列，Red Hat Enterprise Virtualization, Red Hat Storage 或 Red Hat Cloud产品系列。

1.2 TAM 服务级别

服务时间。TAM 服务在当地红帽支持标准营业时间内（请参见 <https://access.redhat.com/support/contact/technicalSupport.html>）提供，具体取决于 TAM 代表所在的位置。

在红帽标准营业时间之外联系 TAM 代表。
如果贵方已购买高级红帽软件订阅，则对于严重性级别为 1 和 2 的问题，贵方将通过红帽 24x7 全天候生产支持团队获得 24x7 全天候支持，而无需向贵方的指定 TAM 代表请求这种支持。红帽的 24x7 全天候生产支持团队将负责解决各种问题，但是会咨询贵方的 TAM 代表（在贵方的 TAM 代表时间允许的情况下），从而更清楚地了解贵方的基础架构、环境和特定需求。如果贵方已在红帽的各主要支持区域购买多个 TAM 服务订阅，可享受延长的 TAM 服务时间范围，但应遵循相同的流程并拨打红帽 24x7 全天候支持电话（详见 <https://access.redhat.com/support/contact/technicalSupport.html>）。

coverage hours, but you should follow the same process and contact the Red Hat 24x7 support numbers at <https://access.redhat.com/support/contact/technicalSupport.html>.

1.3 TAM Extension Service. The TAM Extension Service is an extension of a Red Hat Enterprise Linux and/or Red Hat Enterprise Virtualization TAM Service to provide additional technical knowledge such as SAP implementations on Red Hat Enterprise Linux and/or Red Hat Enterprise Virtualization. The TAM Extension Service requires a separate active and paid standard TAM Service Subscription.

2. Extended Update Support (“EUS”)

EUS Support Subscriptions are incremental add-on subscriptions for certain minor versions of Red Hat Enterprise Linux that provide longer maintenance and support cycles (“EUS Cycle”) for those specific versions on Systems covered by EUS Support Subscriptions. EUS provides certain security and priority bug fixes for these specific versions during the associated EUS Cycle as set forth

at https://access.redhat.com/support/policy/update_policies.html.

3. Red Hat Enterprise Linux Extended Life Cycle Support Software Subscriptions

Red Hat Enterprise Linux Extended Life Cycle Support Subscriptions (“Red Hat Enterprise Linux ELS”) provide limited Software Maintenance and Production Support after Red Hat’s published End of Life date for certain Red Hat Enterprise Linux versions and requires a separate, active Red Hat Enterprise Software Subscription per System. Red Hat Enterprise Linux ELS support is not provided under standard Red Hat Enterprise Linux Subscriptions. Red Hat Enterprise Linux ELS is an Add-On subscription to your active, standard Software Subscription for Red Hat Enterprise Linux and provides Extended Life Cycle Support for Red Hat Enterprise Linux as set forth at <https://access.redhat.com/support/policy/updates/errata/>.

3.1 Limited Maintenance and Production Support

Red Hat Enterprise Linux ELS entitles you to receive Software Maintenance and Production Support for Severity 1 and 2 problems as defined in Appendix 1 on x86 architectures, but only for a limited set of software components excluding those listed at http://www.redhat.com/rhel/server/extended_lifecycle_support/exclusions/. Red Hat Enterprise Linux ELS Software Maintenance is limited to those Software updates that Red Hat considers to be (a) critical impact security fixes independent of customer support requests and (b) selected urgent priority defect fixes that are available and qualified for a subset of the packages in specific major releases of Red Hat Enterprise Linux beyond the end of its regular production cycles. The Red Hat Enterprise Linux ELS stream will be maintained for an additional three (3) years immediately after the end-date of the regular production cycles of the relevant release.

Software fixes for Red Hat Enterprise Linux ELS will only be made available to Systems that are registered with active Red Hat Enterprise Linux ELS Subscriptions, but will not be made available for other Red Hat Enterprise Linux Subscriptions. Red Hat will only provide one code base for Red Hat Enterprise Linux ELS and will not make functional enhancements to versions Red Hat Enterprise Linux that are in the ELS cycle.

1.3 TAM 扩展服务。TAM 扩展服务是 Red Hat Enterprise Linux 和/或 Red Hat Enterprise Virtualization TAM 服务的扩展，以提供额外的技术知识（如 SAP 实施和/或 Red Hat Enterprise Virtualization）。TAM 扩展服务需要单独有效的和已付费的标准 TAM 服务订阅

2. 延期更新支持 (“EUS”)

EUS 支持订阅是 Red Hat Enterprise Linux 某些次要版本的增量附加订阅，旨在为系统中受 EUS 支持订阅涵盖的特定版本提供更长的维护和支持周期 (“EUS 周期”)。针对这些特定版本，EUS 在相关 EUS 周期内提供某些安全和优先级缺陷修复，详情请访问以下网址：https://access.redhat.com/support/policy/update_policies.html。

3. Red Hat Enterprise Linux 延期生命周期支持软件订阅

在红帽发布的特定 Red Hat Enterprise Linux 版本的生命终止日期之后，Red Hat Enterprise Linux 延期生命周期支持订阅 (“Red Hat Enterprise Linux ELS”) 提供有限的软件维护与生产支持，并且每个系统都需要单独、有效的 Red Hat Enterprise 软件订阅。Red Hat Enterprise Linux ELS 支持不是以标准 Red Hat Enterprise Linux 订阅提供的。Red Hat Enterprise Linux ELS 是针对 Red Hat Enterprise Linux 有效标准软件订阅的附加订阅，为 Red Hat Enterprise Linux 提供延期生命周期支持，详情请访问以下网址：<https://access.redhat.com/support/policy/updates/errata/>。

3.1 有限的维护和生产支持

对于 x86 体系结构，Red Hat Enterprise Linux ELS 允许贵方针对附录 1 中所定义的严重性为 1 和 2 的问题获得软件维护和生产支持，但这仅适用于有限的软件组件集（且不包括 http://www.redhat.com/rhel/server/extended_lifecycle_support/exclusions/ 中所列的组件）。Red Hat Enterprise Linux ELS 软件维护仅限于红帽认为属于以下修复的软件更新：(a) 独立于客户支持请求且具有严重影响的安全性修复以及 (b) 在超出常规生产周期终止时间后，可用且适合于 Red Hat Enterprise Linux 特定主要版本中的软件包子集的某些紧急优先级缺陷修复。Red Hat Enterprise Linux ELS 流会在相关版本的常规生产周期终止时间后，立即启动额外的三(3) 年维护支持。

已针对 Red Hat Enterprise Linux ELS 的软件修复将仅提供给已注册有效 Red Hat Enterprise Linux ELS 订阅的系统。红帽将仅为 Red Hat Enterprise Linux ELS 提供一个代码库，并且不会针对 Red Hat Enterprise Linux 在 ELS 周期中的版本提供功能增强。

3.2 Red Hat Enterprise Linux ELS Unsupported Components

Red Hat Enterprise Linux ELS covers components as supported prior to the end of the life cycle but does not cover the following (in addition to those noted in Section 3.1 above):

- Desktop applications;
- Red Hat Cluster Suite;
- The content of the Extras channel; and/or
- Independent layered or Add-on products such as Directory Server, Red Hat Satellite Server, Red Hat JBoss Middleware or Scalable File System.

Red Hat reserves the right to exclude additional packages for security reasons.

3.3 Red Hat Enterprise Linux ELS Content Delivery

Red Hat Enterprise Linux ELS content is delivered through separate Red Hat Network base channels for the specific release and corresponding child channels if applicable. Customers will have to install a modified redhat-release package downloaded from Red Hat Network to subscribe a system to a Red Hat Enterprise Linux ELS channel.

4. Red Hat JBoss Middleware Extended Life Cycle Support Software Subscriptions

Red Hat JBoss Middleware Extended Life Cycle Support Subscriptions (“JBoss ELS”) provide limited Software Maintenance and Production Support after Red Hat’s published End of Life date for certain Red Hat JBoss Middleware product versions (e.g. Red Hat JBoss Enterprise Application Platform, Red Hat JBoss Enterprise SOA Platform, Red Hat JBoss Enterprise Data Services Platform) and requires a separate, active Red Hat JBoss Middleware Software Subscription for each product per System. JBoss ELS support is not provided under standard Red Hat JBoss Middleware Subscriptions. JBoss ELS is an Add-On subscription to the your active, standard Software Subscription for the applicable Red Hat JBoss Middleware product and provides Extended Life Cycle Support for the Red Hat JBoss Middleware product as set forth at https://access.redhat.com/support/policy/updates/jboss_notes/.

5. Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions

For each Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription that you purchase, during the term of the subscription Red Hat will provide you with (a) access to the supported versions of the Red Hat Enterprise Linux and updates through a Red Hat Portal; and (b) assistance for: (i) installation, usage and configuration support, diagnosis of issues, and bug fixes for Red Hat Enterprise Linux, but only for issues related to your use of Red Hat Enterprise Linux for Development Purposes and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting. Use of Red Hat Enterprise Linux Developer Workstation or Red Hat Enterprise Linux Developer Support Subscriptions for Production Purposes is not a supported use case. If you use any of the Subscription Services associated with Red Hat Enterprise Linux Developer Workstation or Red Hat Enterprise Linux Developer Support for Production Purposes, you agree to purchase the applicable number of Units of the relevant Software Subscription with Production Support.

The Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions do not include

3.2 Red Hat Enterprise Linux ELS 不支持的组件

Red Hat Enterprise Linux ELS 涵盖在生命周期终止前受支持的组件，但不会涵盖以下各项（除了在上面第 3.1 节注明的以外）：

- Desktop 应用程序；
- Red Hat Cluster Suite；
- Extras 通道的内容；和/或
- 独立的分层或附加产品，例如 Directory Server、Red Hat Satellite Server、Red Hat JBoss Middleware或可扩展文件系统。

红帽保留出于安全性原因而排除其他软件包的权利。

3.3 Red Hat Enterprise Linux ELS 内容交付

Red Hat Enterprise Linux ELS 内容通过特定版本的单独 Red Hat Network 基本通道以及相应的子通道（如适用）交付。客户必须安装一个经过修改的红帽版本软件包（下载自 Red Hat Network）才能为Red Hat Enterprise Linux ELS 通道订阅系统。

4. Red Hat JBoss Middleware 延期生命周期支持软件订阅

在红帽发布的特定 Red Hat JBoss Middleware 产品版本（例如：Red Hat JBoss Enterprise Application Platform, Red Hat JBoss Enterprise SOA Platform, Red Hat JBoss Enterprise Data Services Platform）的生命终止日期之后，Red Hat JBoss Middleware 延期生命周期支持订阅 (“JBoss ELS”) 提供有限的软件维护与生产支持，并且每个产品每个系统都需要单独、有效的 Red Hat JBoss Middleware 软件订阅。JBoss ELS 支持不是以标准 Red Hat JBoss Middleware 订阅提供的。JBoss ELS 是针对适用的 Red Hat JBoss Middleware产品的有效标准软件订阅的附加订阅，为 Red Hat JBoss Middleware 产品提供延期生命周期支持，详情请访问以下网址：

https://access.redhat.com/support/policy/updates/jboss_notes/。

5. Red Hat Enterprise Linux 开发人员工作站和 Red Hat Enterprise Linux 开发人员支持订阅

对于贵方购买的每个 Red Hat Enterprise 开发人员工作站和/或 Red Hat Enterprise Linux 开发人员支持订阅，在订阅期间，红帽都会为贵方提供 (a) 对所支持的 Red Hat Enterprise Linux 版本和更新的访问（通过红帽门户网站）；以及 (b) 针对以下各项的协助：(i) Red Hat Enterprise Linux 的安装、使用和配置支持、问题诊断以及缺陷修复，但仅限与出于开发目的使用 Red Hat Enterprise Linux 有关的问题，以及 (ii) 有关应用程序架构、应用程序设计、行业实践、调优和应用程序移植等方面的建议。出于生产目的使用 Red Hat Enterprise Linux 开发人员工作站或 Red Hat Enterprise Linux 开发人员支持订阅不是受支持的使用案例。如果贵方出于生产目的使用任何与 Red Hat Enterprise Linux 开发人员工作站或 Red Hat Enterprise Linux 开发人员支持相关的订阅服务，则表示贵方同意购买适用数量且带有生产支持的相关软件订阅单位。

Red Hat Enterprise Linux 开发人员工作站和 Red Hat Enterprise Linux 开发人员支持订阅不包括对以下内容提供支持：(a) 修改的软件

support for (a) modified software packages, (b) wholesale application debugging, nor (c) for software included in the Red Hat Extras repository, supplementary RHN channels or preview technologies, including but not limited to software obtained from community sites nor (d) use of the Software for Production Purposes.. If Red Hat determines that any of the Red Hat Enterprise Developer Workstation or Red Hat Enterprise Linux Developer Support Subscription services or software provided hereunder is being used to support software obtained from community sites, Red Hat may, without limiting its other rights or remedies, immediately suspend performance and/or terminate the Agreement.

包, (b) 批量应用程序调试, 或 (c) Red Hat Extras 存储库中包括的软件、补充 RHN 通道或预览技术, 包括但不限于从社区站点获取的软件或 (d) 出于生产目的使用软件。如果红帽认为任何 Red Hat Enterprise 开发人员工作站或 Red Hat Enterprise Linux 开发人员支持订阅服务或据此提供的软件被用来支持从社区站点获取的软件, 红帽可以在不限制其他权利或赔偿的情况下, 立即暂停履行和/或终止协议。

5.1 Red Hat Enterprise Linux Developer Workstation and Developer Support Subscription Levels. You may purchase the following types of Red Hat Enterprise Developer Workstation and/or Developer Support Subscriptions: (a) Professional or (b) Enterprise, in each case as described in Table 5.2 below and as set forth herein.

5.1 Red Hat Enterprise Linux 开发人员工作站和开发人员支持订阅级别。 贵方可以购买以下类型的 Red Hat Enterprise 开发人员工作站和/或开发人员支持订阅: (a) 专业级或 (b) 企业级, 其中每种情况都须遵守下面表 5.2 及此处所述的规定。

5.2 Red Hat Enterprise Linux Developer Support Subscription Level Guidelines. Red Hat will use commercially reasonable efforts to provide Red Hat Enterprise Developer Workstation or Developer Support Subscription services in accordance with the guidelines set forth in Table 5.2. Red Hat's technical support telephone numbers and Standard Business Hours are listed at <https://access.redhat.com/support/contact/technicalSupport.html>. For Red Hat Enterprise Developer Workstation or Developer Support Subscriptions, you may contact Red Hat through your designated Developer Support Contact(s). For Developer Support, you will receive one (1) Developer Support Contact and may purchase additional Developer Support Contacts. We will provide Developer Support to you solely by communicating during the Hours of Coverage with the individual Developer Support Contract(s) you appoint. Red Hat Enterprise Developer Workstation or Developer Support Subscriptions are intended for Development Purposes only. If you use any of the Subscription Services associated with these subscriptions for Production Purposes, you agree to purchase the applicable number of Units of the relevant Software Subscription with Production Support.

5.2 Red Hat Enterprise Linux 开发人员支持订阅级别准则。 红帽将尽商业上合理的努力来按照表 5.2 中所规定的准则提供 Red Hat Enterprise 开发人员工作站或开发人员支持订阅服务。红帽的技术支持电话号码和标准营业时间在以下网址列出: <https://access.redhat.com/support/contact/technicalSupport.html>。对于 Red Hat Enterprise 开发人员工作站或开发人员支持订阅, 贵方可以通过指定的开发人员支持联系人与红帽联系。对于开发人员支持, 贵方将获得一 (1) 个开发人员支持联系人, 也可以购买额外的开发人员支持联系人。我们将在服务时间内只通过贵方指定的各个开发人员支持联系人为贵方提供开发人员支持。Red Hat Enterprise 开发人员工作站或开发人员支持订阅仅适用于开发目的。如果贵方出于生产目的使用任何与这些订阅相关的订阅服务, 则表示贵方同意购买适用数量且带有生产支持的相关软件订阅单位。

Table 5.2

	Red Hat Enterprise Linux Developer Workstation Professional	Red Hat Enterprise Linux Developer Workstation Enterprise	Red Hat Enterprise Linux Developer Support Professional	Red Hat Enterprise Linux Developer Support Enterprise
Supported Software	Red Hat Enterprise Linux		Red Hat Enterprise Linux	
Hours of Coverage	Standard Business Hours		Standard Business Hours	
Support Channel	Web and phone		Web and phone	
Number of Support Requests	Unlimited		Unlimited	
Number of Developers	1 developer		25 developers	
Response Guidelines	2 Business Days for all issues	4 Business Hours for all issues	2 Business Days for all issues	4 Business Hours for all issues

表 5.2

	Red Hat Enterprise Linux 开发人员工作站专业版	Red Hat Enterprise Linux 开发人员工作站企业版	Red Hat Enterprise Linux 开发人员支持专业级	Red Hat Enterprise Linux 开发人员支持企业级
支持的软件	Red Hat Enterprise Linux		Red Hat Enterprise Linux	
服务时间	标准营业时间		标准营业时间	
支持方式	网络和电话		网络和电话	
支持请求次数	不限		不限	

可获得软件维护服务的开发人员人数	1 名开发人员		25 名开发人员	
响应准则	所有问题的响应时间均为 2 个工作日	所有问题的响应时间均为 4 个工作日	所有问题的响应时间均为 2 个工作日	所有问题的响应时间均为 4 个工作日



1. Software Delivery Services

1.1 Red Hat Hosted Software Delivery Services. This Exhibit 1.H describes optional Management Subscriptions for the Software Access and Software Maintenance Services.

1.2 On Premise Software Delivery Options. Red Hat Satellite Server provides a delivery mechanism within your network for Software Access and Software Maintenance Services for systems running Red Hat Enterprise Linux (and other Red Hat-branded applications). Each Red Hat Satellite Server includes one Premium level Software Subscription to Red Hat Enterprise Linux Server, which is supported solely in connection with the use of Red Hat Satellite Server. Red Hat JBoss Operations Network provides a delivery mechanism within your network for Software Access and Software Maintenance Services for systems running Red Hat JBoss Middleware Software. Please note that using Subscription Services to support or maintain any non-Red Hat Software products is not permitted.

1.3 Management Subscriptions. You may purchase the following optional Management Subscriptions to manage your Red Hat Software Subscriptions through RHN, Red Hat Satellite Server or Red Hat JBoss Operations Network:

- Red Hat Proxy Server (optional extension of Red Hat Satellite Server)
- Red Hat Smart Management (may only be used with Red Hat Satellite Server)
- Red Hat Monitoring Module (may only be used with Red Hat Satellite Server)
- JBoss Monitoring Module (may be used with Red Hat JBoss Operations Network)

2. Supported Use Cases

Subscription Services are provided for Red Hat Satellite Server and Red Hat Proxy Server Management Subscriptions only when used for their supported purposes (“Use Case”) in accordance with the terms of this Exhibit and Table 2 below.

Table 2

Software	Use Case
Red Hat Satellite Server and RHN Proxy Server	Red Hat does not provide Subscription Services for Red Hat Satellite Server or Red Hat Proxy Server when used on a System that is not a server.
Red Hat Satellite Server Starter Pack	Red Hat does not provide Subscription Services for Red Hat Satellite Server Starter Pack when used to manage more than 50 Systems.

表 2

软件	使用案例
Red Hat Satellite Server 和 RHN Proxy Server	当 Red Hat Satellite Server 或 Red Hat Proxy Server 用在非服务器系统上时，红帽不会为其提供订阅服务。
Red Hat Satellite Server Starter Pack	当 Red Hat Satellite Server Starter Pack 用于管理超过 50 个系统时，红帽不会为其提供订阅服务。

1. 软件交付服务

1.1 红帽托管的软件交付服务。附录 1.H 描述了软件访问途径和软件维护服务的可选管理订阅。

1.2 场内软件交付选项。Red Hat Satellite Server 提供了一种在贵方的网络内为运行 Red Hat Enterprise Linux（以及其他红帽应用程序）的系统交付软件访问途径和软件维护服务的机制。每个 Red Hat Satellite Server 都包括一个 Red Hat Enterprise Linux 高级软件订阅，该订阅仅支持与 Red Hat Satellite Server 配合使用。Red Hat JBoss Operations Network 提供了一种在贵方的网络内为运行 Red Hat JBoss Middleware 软件的系统交付软件访问途径和软件维护服务的机制。请注意，不允许使用订阅服务支持或维护任何非红帽软件产品。

1.3 管理订阅。贵方可以购买以下可选的管理订阅，以便通过 RHN、Red Hat Satellite Server 或 Red Hat JBoss Operations Network 来管理贵方的红帽软件订阅：

- Red Hat Proxy Server（Red Hat Satellite Server 的可选扩展）
- Red Hat Smart Management（只能与 Red Hat Satellite Server 配合使用）
- Red Hat Monitoring Module（只能与 Red Hat Satellite Server 配合使用）
- JBoss Monitoring Module（可与 Red Hat JBoss Operations Network 配合使用）

2. 支持的使用案例

仅在按照本附录的条款和下面表 2 的规定用于其支持的目的（“使用案例”）时，红帽才会为 Red Hat Satellite Server 和 Red Hat Proxy Server 管理订阅提供订阅服务。

3. Red Hat Directory Server Software Subscriptions

The Service Level(s) (set forth in Appendix 1, Section 2) for Directory Server is determined by the Service Level of the Red Hat Enterprise Linux Subscription for the System running Directory Server (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Directory Server would receive Premium level support).

3.1 Red Hat Directory Server Use Cases. Subscription Services are provided for Red Hat Directory Server only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 3.1 below.

3. Red Hat Directory Server 软件订阅

Directory Server 的服务级别（如附录 1 第 2 节所述）取决于运行 Directory Server 之系统的 Red Hat Enterprise Linux 订阅服务级别（例如，如果基础 Red Hat Enterprise Linux 软件订阅的服务级别为高级，则 Directory Server 将获得高级级别支持）。

3.1 Red Hat Directory Server 使用案例。 仅在按照本附录的条款和下面表 3.1 的规定用于其支持的使用案例时，红帽才会为 Red Hat Directory Server 提供订阅服务。

Table 3.1

Software	Use Case
Red Hat Directory Server	A Replica Red Hat Directory Server must have an active Software Subscription for a Master Red Hat Directory Server and Red Hat Directory Server must be installed on a physical server with a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation. “ Replica ” means a second instance of a Directory Server configured as a slave to the first instance of Directory Server.

表 3.1

软件	使用案例
Red Hat Directory Server	Replica Red Hat Directory Server 必须具备有效的 Master Red Hat Directory Server 软件订阅，并且 Red Hat Directory Server 必须安装在带标准 Red Hat Enterprise Linux 软件订阅的实体服务器上（而不是安装在 Red Hat Enterprise Linux Desktop、Red Hat Enterprise Linux for HPC 或 Red Hat Enterprise Linux Workstation 软件订阅上）。“ Replica ”是指作为 Directory Server 的第一个实例的从动装置而配置的第二个实例。



1. Red Hat CloudForms Subscriptions

Red Hat CloudForms Subscriptions are used to manage virtual machines running on on-premise servers or public clouds.

1.1 Entitlements and Purchasing Requirements

You must purchase the appropriate number of Software Subscription(s), based on the number of Socket-pairs for all Managed Nodes being managed by the Red Hat CloudForms Software. A **“Socket-pair”** is up to two sockets each occupied by a CPU on a Managed Node. Red Hat CloudForms Software is configured to manage virtual machines on certain public clouds (a **“Red Hat CloudForms Enabled Cloud”**). You must purchase the appropriate number of Red Hat CloudForms for Public Cloud Software Subscriptions based on the number of Managed VMs instantiated on a Red Hat CloudForms Enabled Cloud. Please confirm that a specific public cloud is a Red Hat CloudForms Enabled Cloud prior to purchasing. A Red Hat Enterprise Linux Software Subscription is bundled with the Red Hat CloudForms Software Subscription and the fees for the Red Hat CloudForms Subscription are based on such bundled use. Any use of the Red Hat Enterprise Linux other than to run the Red Hat CloudForms Software is subject to Red Hat’s standard Software Subscription fees for such use.

1.2 Supported Uses

Subscription Services are provided for Software CloudForms Subscriptions only when used for its supported purpose (**“Use Case”**) in accordance with the terms of this Exhibit and Table 1.2 below.

1. Red Hat CloudForms 订阅

Red Hat CloudForms 订阅用于管理在场内或公有云处运行的虚拟机。

1.1 权限和购买要求

贵方必须根据由 Red Hat CloudForms 软件管理的所有管理节点的 Socket-pairs 数量购买适当数量的软件订阅。**“Socket-pair”**是指管理节点上 CPU 占用的插槽，最多两个。Red Hat CloudForms 软件被配置用于管理特定公有云（**“Red Hat CloudForms Enabled Cloud”**）处的虚拟机。贵方必须根据在 Red Hat CloudForms Enabled Cloud 上实例化的管理虚拟模块数量购买适当数量用于公有云软件订阅的 Red Hat CloudForms。请确认特定公有云在购买之前为 Red Hat CloudForms Enabled Cloud。绑定 Red Hat CloudForms 软件订阅的 Red Hat Enterprise Linux 软件订阅及用于 Red Hat CloudForms 软件订阅的费用基于该等绑定使用。对 Red Hat Enterprise Linux 的任何使用（不包括用于运行 Red Hat CloudForms 软件）取决于适用于该等用途的红帽的标准软件订阅费用。

1.2 支持的使用案例

仅在按照本附录的条款和下面表 1.2 的规定用于其支持的目的（**“使用案例”**）时，红帽才会为软件 CloudForms 订阅提供订阅服务。

Table 1.2

CloudForms Software Subscription	Supported Use Case
Red Hat CloudForms (and its predecessor ManageIQ EVM Suite)	Red Hat does not provide Subscription Services for Red Hat CloudForms Software when used on a System that is not a server. Red Hat Enterprise Linux Server is supported solely for the purpose of running Red Hat CloudForms Software. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat CloudForms Subscriptions.
Red Hat CloudForms for Public Cloud (and its predecessor ManageIQ EVM Suite for Public Cloud)	Red Hat provides Production Support for these Software Subscriptions only if they are running with a Red Hat CloudForms Enabled Cloud (as defined above).

表 1.2

CloudForms 软件订阅	支持的使用案例
Red Hat CloudForms （及其前置任务 ManageIQ EVM 套件）	当用在非服务器系统上时，红帽不会为 Red Hat CloudForms 软件提供订阅服务。Red Hat Enterprise Linux 服务器仅在运行 Red Hat CloudForms 软件时才受支持。Red Hat Enterprise Linux 目前是唯一用于 Red Hat CloudForms 订阅的支持操作系统。

CloudForms 软件订阅	支持的使用案例
Red Hat CloudForms for Public Cloud(及其前置任务 ManageIQ EVM Suite for Public Cloud)	红帽仅为采用 Red Hat CloudForms Enabled Cloud (定义见上文) 的软件订阅提供生产支持。

1.3 Production Support.

Each Red Hat CloudForms Software Subscription comes with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for underlying infrastructure or for any any third party products that may be running on any servers or virtual machines.

1.3 生产支持。

每个 Red Hat CloudForms 软件订阅都带有标准或高级生产支持。红帽仅提供用于红帽产品的生产支持，不会为基础架构或任何可能使用任何服务器或虚拟机的第三方产品提供任何生产支持。

1. Background

This Exhibit establishes the terms and conditions under which you may use Software Subscriptions in a Vendor's Cloud, which are in addition to the terms provided by the Vendor. "Vendor" means the Red Hat authorized third party from which you purchased Cloud services and who is authorized by Red Hat to participate in this Cloud Access Program. "Cloud" means a Vendor's hosted computing infrastructure of shared resources that provides virtual machines to end users on an on-demand basis.

2. Transfer of Software Subscriptions

2.1 Eligible Subscriptions.

You may use certain eligible Software Subscriptions (as set forth at www.redhat.com/solutions/cloud/access) ("Eligible Subscriptions") in a Vendor's Cloud under the terms set forth in this Exhibit ("Cloud Access"). Without limiting the criteria for Eligible Subscriptions, a Software Subscription is not an Eligible Subscription if such Subscription (a) includes production support services provided by a Red Hat Business Partner (i.e. where the Business Partner, rather than Red Hat, provides support to you), (b) is a Academic Edition Subscription and/or (c) is a Not For Resale (NFR) Subscription or Evaluation Subscription. Only Software Subscriptions that include Production Support provided by Red Hat are eligible if they meet the other criteria for Eligible Subscriptions. Certain software components or functionality of the Software contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.

2.2 You may transfer Eligible Subscriptions for use in Vendor's Cloud under the Cloud Access program provided (a) you complete the registration set forth at <https://engage.redhat.com/forms/cloud-access-registration>, (b) you have a sufficient number of Eligible Subscriptions to transfer, and (c) for each Software Subscription, you agree to comply with the Agreement and applicable Appendices, including this Exhibit. An Eligible Subscription(s) that has been transferred to a Vendor's Cloud is referred to as a "Bring Your Own Subscription(s)" or "BYOS".

2.3 For purposes of this Cloud Access Exhibit and for each BYOS, you agree that the Unit of measurement for an Eligible Subscription purchased for on premise use shall be converted to the applicable BYOS Unit in the Cloud. The conversion table at <https://engage.redhat.com/forms/cloud-access-registration> identifies how the Unit converts from an Eligible Subscription unit to the corresponding BYOS Unit. For those Eligible Subscriptions that were originally sold for use in the Cloud, no conversion is required..

2.4 You consent to the Vendor reporting to Red Hat on your usage of the Red Hat Software Subscriptions in the Vendor's Cloud.

2.5 You agree that the number of simultaneous BYOS Units in the Vendor Cloud will not exceed the total number of Units (a) transferred from Eligible Subscriptions and/or (b) purchased for use in a Vendor Cloud.

1. 背景

本附录确定了贵方在供应商的云中使用软件订阅时需要遵守的条款与条件（是对供应商提供的条款与条件的补充）。“供应商”是指贵方从其购买云服务的红帽授权第三方或红帽授权参与云访问计划的第三方。“云”是指供应商托管的共享资源计算基础设施，可向最终用户按需提供虚拟机。

2. 软件订阅转移

2.1 符合条件的订阅。

贵方可按照本附录规定的条款在供应商云中使用某些符合条件的软件订阅（如 www.redhat.com/solutions/cloud/access 中所列）（“符合条件的订阅”）（“云访问”）。在不限制订阅合格条件的情况下，如果软件订阅 (a) 包含红帽业务合作伙伴（即，如业务合作伙伴而非红帽向贵方提供支持）提供的生产支持服务，(b) 为教学版订阅和/或，(c) 并非转售 (NFR) 订阅或评估订阅，则该等软件订阅不属于符合条件的订阅。只有包含红帽提供的生产支持的软件订阅才符合条件，但前提是满足订阅的其他合格条件。原始软件订阅（或附加功能订阅）中包含的某些软件组件或功能可能在供应商云中不可用或不受支持。

2.2 贵方可以将符合条件的订阅转移到云访问程序下的供应商云中，但前提是：(a) 贵方完成 <https://engage.redhat.com/forms/cloud-access-registration> 上规定的注册；(b) 贵方拥有足够数量且符合条件的订阅可供转移；和(c) 对各软件订阅而言，贵方同意遵守本协议及适用附录（包括本附录）上的规定。已被转移至供应商云中的符合条件订阅被称为“自备订阅” (Bring Your Own Subscription(s)) 或“BYOS”。

2.3 在本云访问附录内，对于每个初始购买目的是为了在场内使用，而后要转移到云中的符合条件的订阅，贵方同意将其计量单位换算为云中的适用的 BYOS 单位。 <https://engage.redhat.com/forms/cloud-access-registration> 上的换算表介绍了如何将符合条件的订阅单位换算为相应的 BYOS 单位。对于初始购买目的是为了在云中使用的符合条件的订阅，则无需进行换算并将使用购买时的单位。

2.4 贵方同意供应商将贵方在供应商云中使用红帽软件订阅的情况报告给红帽。

2.5 贵方同意供应商云内的并发 BYOS 单位数量不超过 (a) 从符合条件的订阅中转移和/或 (b) 购买用于供应商云中的单位总数量。

2.6 The transfer of Software Subscription(s) to Cloud Access does not change the start date or the duration of the original Software Subscription(s) and once your Software Subscription expires, your access to the Software Subscription in the Vendor's Cloud will cease, unless otherwise renewed.

3. Services

3.1 Terms of Service. In a Cloud environment, Red Hat's Software Subscriptions provide you with access to the Software and associated maintenance (updates, upgrades, corrections, security advisories and bug fixes), if and when available, in the form of software images intended to be deployed as virtual instances. Payments to Red Hat for Software Subscriptions do not include any fees that may be due to the Vendor for Vendor's Cloud services. Red Hat is not a party to your agreement with the Vendor and is not responsible for providing access to Vendor's Cloud or any other obligations of Vendor under such agreement. Vendor is solely responsible and liable for the Vendor Cloud. You may use the Services only for your own internal use within the Cloud. Distributing the Software or any portion of Services to a third party or using any of the Services for the benefit of a third party is a material breach of the Agreement, even though the open source licenses applicable to individual components of the Software may give you the right to distribute those components (and this Agreement is not intended to interfere with your rights under those individual licenses). Use of the Software Subscription other than as set forth herein, including either access to the Software and/or Services outside the Vendor Cloud will be subject to additional fees as set forth in Section 5 below.

3.2 Software Access. Software images and/or updates to the Software in Cloud Access, if and when available, (a) may be made in the form of new images and available via the Vendor's Cloud and/or (b) may be transferred by you to a Cloud.

3.3 Production Support. Production Support for each BYOS under Cloud Access will be provided to you by Red Hat pursuant to the terms of the original Software Subscription.

4. License

The Software is governed by the end user license agreement referenced in Appendix 1. 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 using any Red Hat or Red Hat Affiliate trademarks.

5. Reporting and Inspection

If you use the Software and/or Services outside the Vendor's Cloud, you are required to purchase Subscription Services in a quantity equal to the total number of Units of that Red Hat Product (including variants or components thereof) that you deploy, install, use or execute as set forth in the Agreement, Appendix 1. You will promptly notify Red Hat and Red Hat will invoice you for each Unit on a pro-rata basis and you will pay for such Units within thirty (30) days of the date of invoice or as otherwise set forth in the Agreement. Failure to comply with this Section 5 will be

2.6 将软件订阅转移到云访问不会改变原始软件订阅的开始日期或期限，并且贵方的软件订阅到期后，除非另行续订，否则贵方将无法继续在供应商云内访问软件订阅。

3. 服务

3.1 服务条款。 在云环境中，红帽的软件订阅将以用于部署为虚拟实例的软件映像的形式，向贵方提供获取可用软件和相关维护（更新、升级、更正、安全公告和缺陷修复）的权限。向红帽支付的软件订阅费用不包括任何可能需要支付给供应商的云服务费用。红帽不属于贵方与供应商之间协议的协议方，且不负责任提供对供应商云的访问权限或该等协议规定的供应商的任何其他义务。供应商自行负责承担与供应商云相关的责任。贵方在云中使用服务时将仅限内部使用。向第三方分发软件或服务的任何部分或为第三方利益而使用任何服务均属于严重违反协议，即便适用于软件各个组件的开源代码许可授予贵方分发这些组件的权利（本协议并非意在干涉这些单独许可授予贵方的权利）。除非本附录另行规定，使用软件订阅（包括访问软件和/或服务）需要根据下面表 5 中的规定支付额外的费用。

3.2 软件访问。 软件图像和/或对云访问中软件的更新（如有）可 (a) 以新映像的形式通过供应商云予以提供和/或 (b) 由贵方云向云中转移。

3.3 生产支持。 对于根据云访问的每个 BYOS，红帽将根据初始软件订阅的条款向贵方提供生产支持。

4. 许可

软件受附件 1 中最终用户许可协议管辖。本协议未授予任何权利、许可、明示或暗示以使用任何红帽、红帽关联机构、客户或第三方商品名称、服务商标或商标，包括但不限于利用任何红帽或红帽关联机构分销软件。

5. 报告和检验

如果贵方在供应商云外使用软件和/或服务，则贵方应根据协议附件 1 中的规定购买与贵方部署、安装、使用或执行的红帽产品（包括其变型和组件）的单位总数相等数量的订阅服务。贵方需要立即通知红帽，红帽将为每个单位按比例开具发票，贵方必须在发票开具三十 (30) 日内或本协议规定的其他时间支付该等单位的费用。未遵守第 5 节的规定将被视为严重违反本协议，红帽和/或供应商有权暂停服务或终止本协议。

considered a material breach of this Agreement, and will entitle Red Hat and/or Vendor to suspend the Services or terminate this Agreement.

6. Term and Termination

Red Hat may terminate the availability of Cloud Access as an offering or may terminate the availability of a particular Vendor that offers Cloud Access with sixty (60) day notice, provided however you may continue to use the Software Subscription for the remainder of the term of the Software Subscription on premise under the original terms of the Software Subscription.

6. 期限和终止

红帽可在提前六十 (60) 天通知的情况下，停止云访问服务或终止特定供应商提供云访问，但贵方可以在剩余期限内根据该等软件订阅的初始条款在场内使用软件订阅。

1. OpenShift Enterprise Subscriptions

1.1 OpenShift Enterprise

You must purchase the appropriate number and type of Software Subscription(s) for each (a) Physical Node or (b) Virtual Guest that deploys, installs, uses or executes OpenShift Enterprise on your premise or elsewhere based on the (1) number of Socket-pairs when the Unit is a Physical Node or (2) the number of physical Cores allocated to the Virtual Guest if the Unit is a Virtual Guest. Each Software Subscription sold on a Virtual Guest basis may be used on a maximum of two (2) physical Cores. A “**Socket-pair**” is up to two sockets each occupied by a CPU on the Physical Node. To cover multiple Socket-pairs or more than two physical Cores, additional Software Subscriptions are required.

1.2 OpenShift Enterprise Add Ons (Premium Cartridges)

OpenShift Enterprise Subscriptions may be purchased with one or more add-on options (“**Add-On(s)**”). Add-Ons require a separate paid and active Software Subscriptions for each Physical Node and/or Virtual Guest running such Add-On. The Add-Ons include: Red Hat JBoss Enterprise Application Platform for OpenShift Enterprise. A standard Red Hat JBoss Enterprise Application Platform Software Subscription is not configured for use with OpenShift Enterprise.

1.3 OpenShift Enterprise Broker Infrastructure

Each OpenShift Enterprise deployment consisting of one or more Software Subscription(s) requires at least one OpenShift Enterprise Broker Infrastructure Software Subscription.

2. OpenShift Enterprise Services and Use Cases

Each OpenShift Enterprise and OpenShift Enterprise Broker Infrastructure Software Subscription is bundled with one Software Subscription to Red Hat Enterprise Linux Server and the fees for the OpenShift Enterprise or OpenShift Enterprise Broker Infrastructure Software Subscription are based on the bundled use as described below. Any use of the Red Hat Enterprise Linux other than for the purpose of running OpenShift Enterprise or OpenShift Enterprise Broker Infrastructure is subject to Red Hat standard Software Subscription fees for such use. Subscription Services are provided for OpenShift Enterprise only when used for its supported purpose (“**Use Case**”) in accordance with the terms of this Exhibit and Table 3 below.

1. OpenShift Enterprise 订阅

1.1 OpenShift Enterprise

贵方必须根据 (1) Socket-pair 的数量 (单位为物理节点时) 或 (2) 分配至各虚拟 Guest 的物理核心的数量 (单位为虚拟 Guest 时), 为场内或其他位置部署、安装、使用或执行 OpenShift Enterprise 的每个 (a) 物理节点或 (b) 虚拟 Guest 购买适当数量和类型的软件订阅。根据虚拟 Guest 售出的每个软件订阅最多可同于两 (2) 个物理核心。“**Socket-pair**”是指物理节点上 CPU 占用的插槽, 最多两个。要涵盖多个 Socket-pair 或超过两个物理核心, 需要额外的软件订阅。

1.2 OpenShift Enterprise 附加功能 (高级功能)

OpenShift Enterprise 订阅可以按照一个或多个附加选项购买 (“**附加选项**”)。附加选项要求为每个运行该附加选项的物理节点和/或虚拟 Guest 维持一个单独已付费和有效的软件订阅。这些附加选项包括: Red Hat JBoss Enterprise Application Platform for OpenShift Enterprise。一个标准的 Red Hat JBoss Enterprise Application Platform Software 订阅不是用于和 OpenShift Enterprise 一起配置使用。

1.3 OpenShift Enterprise Broker Infrastructure

由一个或多个软件订阅组成的各 OpenShift Enterprise 部署需要至少一个 OpenShift Enterprise Broker Infrastructure 软件订阅。

2. OpenShift Enterprise 服务和用例

每个 OpenShift Enterprise 和 OpenShift Enterprise Broker Infrastructure 软件订阅绑定一个软件订阅至 Red Hat Enterprise Linux Server, 且 OpenShift Enterprise 或 OpenShift Enterprise Broker Infrastructure 软件订阅根据下述绑定使用收费。对 Red Hat Enterprise Linux 软件订阅的任何使用 (不包括为运行 OpenShift Enterprise 或 OpenShift Enterprise Broker Infrastructure 的使用) 取决于适用于红帽的标准软件订阅费用。为 OpenShift Enterprise 提供订阅服务仅用于按照本附录和下表 3 所规定的被支持的目的 (“**使用案例**”)。

Table 2

Software Subscription	Use Case
Red Hat OpenShift Enterprise JBoss Enterprise Application Platform for OpenShift Enterprise OpenShift Enterprise Broker Infrastructure	OpenShift Enterprise is intended to be used as a PaaS and will be supported only when used in that capacity. OpenShift Enterprise is not supported on non-server hardware such as desktops or workstations. OpenShift Enterprise is intended for use on a dedicated Physical Node or Virtual Guest; running other applications and/or programs of any type on the Physical Node or Virtual Guest can have a negative impact on the function and/or performance. Services are not provided for any application that may be running on the OpenShift Enterprise Software Subscription. Red Hat JBoss Enterprise Application Platform for OpenShift will be supported in accordance with the terms of Exhibit 1.B.

表 2

软件订阅	使用案例
Red Hat OpenShift Enterprise JBoss Enterprise Application Platform for OpenShift Enterprise OpenShift Enterprise Broker Infrastructure	OpenShift Enterprise 的预期用途为PaaS，并且仅在为此目的而使用时方被支持。OpenShift Enterprise 不被支持用于非服务器硬件，如桌面或工作站。OpenShift Enterprise 可用于一个专门的物理节点或虚拟Guest；在一个物理节点或虚拟Guest 上运行其它种类的应用和/或程序有可能会对功能和/或性能产生不利影响。对于任何在OpenShift Enterprise 软件订阅上运行的任何应用软件不提供服务。Red Hat JBoss Enterprise Application Platform for OpenShift 将按照附录 1.B 的条款提供支持。

2.1 Production Support.

Software Subscriptions described above come with Standard or Premium Production Support. Red Hat only provides Production Support for the Red Hat Products and does not provide any Production Support for any underlying infrastructure or for any third party products that may be running on any servers or virtual machines.

2.1 产品支持

上述软件订阅带有标准或高级产品支持。红帽仅提供用于红帽产品的生产支持，不会为任何基础架构或任何可能使用任何服务器或虚拟机的第三方产品提供任何生产支持。

Red Hat sells Training, Training Units and Consulting Units. Whether you purchase Training, Training Units or Consulting Units from us or through one of our authorized Business Partners, we agree to provide you with the Training, Training Units or Consulting Units on the terms described in this Appendix. In exchange, you agree to comply with the requirements and terms of this Appendix. When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the base agreement.

红帽销售培训、培训点数和咨询点数。无论贵方是直接向我们购买还是通过授权的商业伙伴购买培训、培训点数或咨询点数，我们都同意按照本附件所述的条款为贵方提供培训、培训点数或咨询点数。相应地，贵方同意遵守本附件中的要求和条款。如果我们在本附件中使用了未经定义的关键术语，则该术语的含义与基本协议中的定义相同。

1. Training

1. 培训

“Training” means Red Hat's training courses, including Red Hat's publicly available courses (“Open Enrollment Courses”) and courses provided at a site designated by you (“On-Site Courses”).

“培训”是指红帽的培训课程，包括红帽面向公众开设的课程（“公开注册课程”）和在贵方指定的场所提供的课程（“现场课程”）。

1.1 Equipment and Facilities. For On-Site Courses, you will supply the facility and equipment as set forth at www.redhat.com/training/solutions/requirements.html. If Red Hat agrees to provide the training facilities and hardware, you will be liable for any loss or destruction of this equipment and hardware used in connection with the Training.

1.1 设备和设施。对于现场课程，将由贵方提供设施和设备，详情请访问以下网址：www.redhat.com/training/solutions/requirements.html。如果红帽同意提供培训设施和硬件，则贵方须对培训中使用的该等设备和硬件的任何损失或损坏负责。

1.2 Client Responsibilities. You are responsible for (a) assessing each participants' suitability for the Training, (b) enrollment in the appropriate course(s) and (c) your participants' attendance at scheduled courses.

1.2 客户责任。贵方负责：(a) 评估每个参加者是否适合参加培训，(b) 注册相应的课程，以及 (c) 贵方的参加者按时参加排定的课程。

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

1.3 对培训材料的相关权利。红帽为培训提供的或在培训开展期间开发或制定的培训产品、材料、方法、软件和过程（统称为“培训材料”）中包含的所有知识产权，皆为红帽或红帽关联机构的专有财产，且版权归红帽所有（除非对此另有规定）。培训材料仅供参加培训者使用，未事先征得红帽的书面同意，不得对其进行复制或转让。培训材料是红帽的专有保密信息。

1.4 Delivery Date and Cancellation. You agree to the cancellation policies and the procedures for scheduling of Training and On-Site Courses available at www.redhat.com/training/cancellation.html. You must use all Red Hat training offerings, including Training Units and Consulting Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.

1.4 交付日期和取消。贵方同意培训和现场课程排定的相关取消政策和程序，详情请访问以下网址：www.redhat.com/training/cancellation.html。贵方必须自购买之日起一 (1) 年内使用完所有红帽培训产品（包括培训点数和咨询点数）；任何未使用的培训产品过期后都将作废。

2. Training Units and Consulting Units

2. 培训点数和咨询点数

2.1 Training Units. “Training Units” are Red Hat's training credits that may be redeemed by you for any Training as set forth at https://www.redhat.com/training/specials/multi_student_discount/ and <https://www.redhat.com/training/corporate/TUs/>.

2.1 培训点数。“培训点数”是红帽的培训信用，可用于兑换任何培训，详情请访问 https://www.redhat.com/training/specials/multi_student_discount/ 和 <https://www.redhat.com/training/corporate/TUs/>。

2.2 Consulting Units. “Consulting Units” are credits that may be redeemed by you for Red Hat Consulting Services under the terms, conditions and policy set forth at http://www.redhat.com/consulting/consultingunits/cu_terms.html. You may redeem Consulting Units in accordance with the applicable equivalent Unit Value in the Consulting Unit

2.2 培训点数。“咨询点数”是一种信用，贵方可以依据 http://www.redhat.com/consulting/consultingunits/cu_terms.html 上规定的条款、条件和政策使用它兑换红帽的咨询服务。贵方可以按照在 <http://www.redhat.com/licenses/redemptiontable> 网页上所规定的使用兑换咨询点数表格要求的相同价值的点数和以下步骤兑换咨询点数：

Redemption Table set forth at <http://www.redhat.com/licenses/redemptiontable> and the following procedure:

- Contact a Red Hat sales representative or consulting representative to request Consulting Unit redemption.
- Red Hat will submit an order form to you that will describe the scope of work to be performed and number of Consulting Units required.
- You will return the signed order form to Red Hat.
- Upon Red Hat's review and approval, Red Hat will return a copy of the signed order form to you.

2.3 Use of Training Units and Consulting Units. Training Units and Consulting Units: (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discount, special offer or coupon and (f) can be redeemed only in the same geographic region and currency as purchased. United States Government end users (or resellers acting on behalf of the United States Government) may not purchase Training Units or Consulting Units.

3. Payment

Notwithstanding other payment terms, payment for Training, Training Units and Consulting Units must be received in full prior to the delivery of the associated Training or Consulting Services.

- 联系红帽销售代表或咨询代表申请兑换咨询点数。

- 红帽将向贵方提供一份订购表，该订购表将描述要开展的工作的范围以及所需的咨询点数。

- 贵方将签名的订购表返回给红帽。
- 经过审核和批准后，红帽将一份签名的订购表副本返回给贵方。

2.3 培训点数和咨询点数的使用。 培训点数和咨询点数: (a) 不可退款, (b) 不可转让, (c) 不可兑换现金或信用, (d) 必须作为整体信用使用, (e) 不能与任何其他折扣、特价或优惠券组合使用, 并且 (f) 只能在购买时所在的地理区域按购买时使用的货币兑换。美国政府最终用户 (或代表美国政府经营的经销商) 不得购买培训点数或咨询点数。

3. 付款

尽管有其他付款条款, 但培训、培训点数和咨询点数的款项必须在交付相关的培训或咨询服务之前全额付清。