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。

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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

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

2. **双方的义务**

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

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

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

3. **付款**

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

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measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. "Subscription Services" mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

3.2 Invoices

3.2.1 If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and peridiocally 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

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。

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by or for itself or its clients or customers.

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

4.3 商标 除订购表中明确规定的情况外，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. Reporting and Inspection

5. 报告及检查制度

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.

5.1 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 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.

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. Term and Termination

6. 期限和终止

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

6.1 协议的期限与终止 本协议的期限于生效日开始，并于一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 Term and Termination of Order Form

6.2 订购表的期限和终止

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

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次续展期开始前至少六十（60）天书面通知对方其无意续展。客户必须在订购表中规定的期限或在订购表生效日起一（1）年内（取两者中时间较短的日期）使用订购表中规定的任何其它服务；如果不使用，该服务将被没收。

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any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.

6.2.2 If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unles 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.

6.2.2 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 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.

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. 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.

7. 继续经营

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

8. Limitation of Liability and Disclaimer of Damages

8. 责任限制以及否认损害赔偿的声明

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 HATDURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTARE SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

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 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT

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

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WILL RED HAT (OR ITS AFFILIATES) BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

损害赔偿责任，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责任。

9. Confidentiality

9. 保密

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.

9.1 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 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.

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。

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10. Representations and Warranties

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

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

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，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的购买可使客户有权参与红帽的开放源保证方案，该方案的详情见 http://www.cn.redhat.com/rhel/details/assurance/. 该可选择方案的条款由另外的协议规定，该协议参见 http://www.cn.redhat.com/legal/open_source_assurance_agreement.php.

12. 适用法律/管辖约定

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

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shall be determined by the courts of the People's Republic of China located in Beijing.

13. Miscellaneous

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

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

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

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

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

13.6 Export and Privacy. Red Hat may supply Client with technical data that is subject to import/export control

13. 其它规定

13.1 通知 通知必须以书面形式并使用英语和中文提供。通知以如下程序交付后即应视为有效送达：专人递送，或使用能提供确认送达的方式寄往或传送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：1801 Varsity Drive, Raleigh, North Carolina 27606；传真：(919) 754-3704。

13.2 转让 本协议对本协议各方具有约束力。除在第 5.1 及 6.2.2 条中授予业务伙伴的权利外，本协议或任何订购表中均无任何规定给予任何其他人或实体任何性质的权利、利益或救济，除非是本协议中明确规定的各方的关联机构。任何一方必须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 独立合同方 红帽乃独立的合同方，本协议中的任何内容或红帽对任何订购表的履行皆不可解释为在客户（或其人员）与红帽（或其人员）之间建立了任何雇佣或代理关系。各方将自行负责己方人员的监督、指导、控制和报酬支付，包括应缴税款、代扣款或其它付款与福利。红帽可向第三方或关联机构分包订购表项下的服务，无需征得客户的批准，只要（a）各分包商同意保护客户的保密信息，而且（b）红帽始终需对其本协议项下义务的履行向客户负责。

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

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

13.6 出口及隐私 红帽可能向客户提供受进出口管制的技术资料。红帽对客户遵守适用于该等技术资料的进出口义务或要求

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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**.**

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 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.

13.9 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，但经恰当修改后则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 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.

13.10 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 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

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。

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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.

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。

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APPENDIX 1
SUBSCRIPTION SERVICES

附件 1
订阅服务

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 though 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 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

Subscription Units: "**Red Hat Products**" refers collectively to the Software Subscriptions, Support Subscriptions and Management Subscriptions listed in Tables 1.1, 1.2 and 1.3. Note that Red Hat Products not include generally available open source projects such as jboss.org, fedoraproject.org and other community projects. 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 1.1, 1.2 and 1.3 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 JBoss Enterprise Application Platform are priced based on the number of Cores running that Software, in a range called a Core Band.

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 that you deploy, install, use or execute. In addition, if you are using Subscription Services to support or maintain a non-Red Hat Product, then you are required to purchase Subscription Services for each instance of such non-Red Hat Product for which you use Subscription Services. In addition, the 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). For a given Software Subscription, you may migrate from one Unit to another Unit with the same Subscription Services characteristics (such as from one on-premise System to

红帽出售的订阅服务可让您在订阅期（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（这些订阅称作"**软件订阅**"）；
> 支持和维护服务（这些订阅称作"**支持订阅**"）；以及
> 软件交付和管理服务（这些订阅称作"**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。 无论您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述及的文档，一并简称"**附件**"）中所述的条款为您提供订阅服务。 相应地，您同意遵守本附件的条款。

如果我们在本附件中使用了未经定义的大写术语（如红帽企业协议），则表明协议中定义的该术语的含义在本附件中适用。 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

订阅单位： "**红帽产品**"统指表 1.1、1.2 和 1.3 中所列出的软件订阅、支持订阅和管理订阅。 注意：红帽产品不包括常见的开放源代码项目，例如 jboss.org、fedoraproject.org 和其他公用项目。 我们将以您部署、安装、使用或执行的软件或其他红帽产品的单位总数为基础，向您收取订阅服务的费用（下面的表 1.1、1.2 和 1.3 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软件的系统的数量和其他特性（例如 Socket-pair、虚拟 Guest 等）定价，而 JBoss Enterprise Application Platform 的软件订阅则根据运行软件的内核数量定价（一定数量的内核称为内核段）。

软件和订阅服务的使用： 虽然您拥有的订阅授予您收到红帽产品订阅服务的资格，但您需要购买与您部署、安装、使用或执行的红帽产品的单位总数相等数量的订阅服务。 此外，如果您在使用订阅服务支持或维护非红帽产品，则需要为此类之使用订阅服务的非红帽产品的每个实例购买订阅服务。 另外，本协议（包括定价）的前提是我们认为订阅服务及软件将仅供您内部使用（包括附属机构）。 对于给定的软件订阅，只要您没有增加单位数量或其他软件订阅特征（例如，Socket pair、虚拟 guest 或 vCPU），您可以从一种单位迁移至另一种单位，订阅服务特征不变（例如从一种场内系统转为另一种场内系统），而无需购买其他软件订阅。 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被视为严重违反本协议，即便适用于单个软件包的开放源代码许可授予您分发这些软件包的权利（本附件并非意在侵犯这些单独许可授予您的权利）。 第三方，如您的承

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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 license 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 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 your obligations and for the activities and omissions of such 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 agree to the terms of Red Hat's Cloud Access program and terms located at http://www.redhat.com/solutions/cloud/access/. 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 Red Hat 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, or (e) using Subscription Services to support or maintain any non-Red Hat Software products. 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.

Subscription Start Date: Unless otherwise agreed in an Order Form, the Subscription Services will begin on the date you purchase the Subscription Services.

1.1　　Software Subscriptions

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

- **Software Access:** Access to the supported versions of 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.

Descriptions of Red Hat Software Subscriptions: Table 1.1 below lists the Software Subscriptions offered by Red Hat, the Unit description that is used to measure your use of each Software

包商、转包商或外包供应商可以代表您在本附件的条款内使用订阅服务，但前提是，(i) 您要对您在此附件下的义务以及这类第三方的行为和疏忽负责 (ii) 在将软件订阅从您的场内迁出前得到的红帽的书面同意，如果迁移至第三方云或托管提供商，您同意遵守红帽的云访问程序条款和 http://www.redhat.com/solutions/cloud/access/ 中的条款。 任何未经授权而使用订阅服务的行为均被视为严重违反协议，例如：(a) 仅按部署、安装、使用或执行的红帽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、软件订阅、生产支持或开发支持服务（下面各有定义）为第三方提供支持，(d) 将订阅服务用于分销红帽软件，或者 (e) 使用订阅服务支持或维护任何非红帽软件产品。 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。 适用于各个开放源代码软件包的许可将永远有效（取决于您对这些许可条款的遵守情况），但是如果不续订，则无法继续享受软件订阅的其他好处。

订阅开始日期：除非在订购表中另有协议，否则订阅服务将自您购买之日起开始。

1.1　　软件订阅

软件订阅的受益：对于您购买的每个软件订阅，红帽为您提供下列一项或多项受益：

- **软件获取**： 获得红帽支持的软件版本。
- **软件维护**： 在可用时获得软件的更新、升级、更正、安全公告和 Bug 修复。
- **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**：依据本附件购买红帽软件订阅后，您将有权加入红帽开放源代码保证计划，计划的独立协议可在以下网站查看： www.redhat.com/legal/open_source_assurance_agreement.html。

红帽软件订阅说明： 下面的表 1.1 列出了红帽提供的软件订阅，用于衡量每种软件订阅使用情况的"单位"的说明，以及管辖软件使用的"最终用户许可协议"的链接。 请务必阅读下面表 1.1 中的链

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Subscription and a link to the End User License Agreement that governs your use of the Software. Be sure to read the information contained at the links in Table 1.1 below so that you understand your rights and obligations. The Exhibits listed in Table 1.1 contain additional information concerning the scope of the Software Subscriptions and how Red Hat provides Subscription Services to you.

接包含的信息，以了解您的权利和义务。 表 1.1 中所列的附录包含有关软件订阅范围及红帽订阅服务提供方式的额外信息。

Table 1.1

Software Subscription	Unit Description (used to measure your use of Software Subscriptions) and End User License Agreement	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 RHN Satellite)
   Extended Update Support
   Extended Life Cycle Support
   High Performance Network
 	
Red Hat MRG Real-time
 	
Red Hat Enterprise Linux Desktop
 	
Red Hat Enterprise Linux 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.
	
	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 discussed in Exhibit 1.A.
	
	End User License Agreement:
	www.redhat.com/licenses/rhel_rha_eula.html
		1.A

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. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise MRG Messaging Red Hat Enterprise MRG Platform Red Hat Enterprise MRG Execute Node	**CPU:** a physical central processing unit or other integrated circuit that executes instructions provided by the Software. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Virtualization for Servers	**CPU:** a physical central processing unit or other integrated circuit that executes instructions provided by the Software. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Virtualization for Desktops	**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. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.A

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Software Subscription	Unit Description (used to measure your use of Software Subscriptions) and End User License Agreement	Exhibit Containing Additional Terms
JBoss Enterprise Application Platform JBoss Enterprise Web Platform JBoss Enterprise Web Server JBoss Enterprise Web Server Plus JBoss Enterprise SOA Platform JBoss Enterprise Data Services Platform JBoss Enterprise Portal Platform JBoss Enterprise Portal Platform Site Publisher (powered by EXO) JBoss Enterprise BRMS JBoss Enterprise 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. **End User License Agreement:** www.redhat.com/licenses/jboss_eula.html	1.B
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. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html www.redhat.com/licenses/jboss_eula.html	1.C

表 1.1

软件订阅	单位描述 （用于衡量您对软件订阅的使用情况） 和最终用户许可协议	包含附加条款的附表
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 　负载平衡器 　弹性存储 　可扩展文件系统 　智能管理（需要 RHN Satellite） 　延长的更新支持 　延长的生命周期支持 　高性能网络 Red Hat MRG Real-time Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation	**系统**：您安装或者执行全部或部分软件的系统。 系统包括但不局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）。 **注意**： 关于虚拟化、灾难恢复、教学产品以及支持的使用案例（它们可能会影响您购买的软件订阅的类型或数量）的附加条款将在附表 1.A 中加以讨论。 **最终用户许可协议：** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Linux for IBM System z	**IFL**： IFL 又称 Integrated Facility for Linux，是一种专用于 Linux 工作负载的大型机 CPU。	1.A

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软件订阅	单位描述 （用于衡量您对软件订阅的使用情况） 和最终用户许可协议	包含附加条款的附表
	最终用户许可协议： www.redhat.com/licenses/rhel_rha_eula.html	
Red Hat Enterprise MRG Messaging Red Hat Enterprise MRG Platform Red Hat Enterprise MRG Execute Node	**CPU：**执行软件所提供指令的物理中央处理单元或其他集成电路。 **最终用户许可协议：** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Virtualization for Servers	**CPU：**执行软件所提供指令的物理中央处理单元或其他集成电路。 **最终用户许可协议：** www.redhat.com/licenses/rhel_rha_eula.html	1.A
Red Hat Enterprise Virtualization for Servers	**系统：**您安装或者执行全部或部分软件的系统。 系统包括但不局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）。 **最终用户许可协议：** www.redhat.com/licenses/rhel_rha_eula.html	1.A
JBoss Enterprise Application Platform JBoss Enterprise Web Platform JBoss Enterprise Web Server JBoss Enterprise Web Server Plus JBoss Enterprise SOA Platform JBoss Enterprise Data Services Platform JBoss Enterprise Portal Platform JBoss Enterprise Portal Platform Site Publisher（由 EXO 提供支持） JBoss Enterprise BRMS 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 中的物理处理核心，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。 **最终用户许可协议：** www.redhat.com/licenses/jboss_eula.html	1.B
JBoss Developer Studio	**系统：**您安装或者执行全部或部分软件的系统。 系统包括但不局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）。 **最终用户许可协议：** www.redhat.com/licenses/rhel_rha_eula.html www.redhat.com/licenses/jboss_eula.html	1.C

1.2 Support Subscriptions. Table 1.2 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 Exhibits listed in Table 1.2 contain additional information concerning the scope of the Support Subscriptions and how Red Hat provides Subscription Services to you.

1.2 支持订阅。 下面的表 1.2 列出了红帽提供的支持订阅以及用于衡量支持订阅使用情况的"单位"的说明。 表 1.2 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 1.2

Support Subscription	Unit Description (used to measure your use of Support Subscriptions)	Exhibit Containing Additional Terms
Technical Account Management Service	**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.D
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,	1.D

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Support Subscription	Unit Description (used to measure your use of Support Subscriptions)	Exhibit Containing Additional Terms
	partition, appliance or engine, as applicable.	
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.D
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.D

表 1.2

支持订阅	单位描述 （用于衡量您对支持订阅的使用情况）	包含附加条款的附表
技术客户管理服务	**特定联系人：**一位红帽人员，您经过授权后可以与其联系，请求其为特定团队、地理位置和红帽产品系列提供支持服务。	1.D
延长的更新支持	**系统：**您安装或者执行全部或部分软件的系统。 系统包括但不局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
延长的生命周期支持	**系统：**您安装或者执行全部或部分软件的系统。 系统包括但不局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 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.D

1.3 **Management Subscriptions.** Table 1.3 below lists the Management Subscriptions offered by Red Hat, the Unit description that is used to measure your use of the Management Subscription(s) and a reference or link to the End User License Agreement that governs your use of the Software. Be sure to read the information contained at the links in Table 1.3 below so that you understand your rights and obligations. The Exhibits listed in Table 1.3 contain additional information concerning the scope of the Management Subscriptions and how Red Hat provides Subscription Services to you.

1.3 **管理订阅。** 下面的表 1.3 列出了红帽提供的管理订阅，用于衡量管理订阅使用情况的"单位"的说明，以及管辖软件使用的"最终用户许可协议"的链接或引用。 请务必阅读下面表 1.3 中的链接包含的信息，以了解您的权利和义务。 表 1.3 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更多信息。

Table 1.3

Management Subscription	Unit Description (used to measure your use of Management Subscriptions) and End User License Terms	Exhibit Containing Additional Terms
Red Hat Network Satellite Server Red Hat Network 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. **End User License Terms:** www.redhat.com/licenses/rhel_rha_eula.html 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.E
Red Hat Network 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. **End User License Terms:** www.redhat.com/licenses/rhel_rha_eula.html	1.E
Red Hat Network Smart	**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	1.E

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Management Subscription	Unit Description (used to measure your use of Management Subscriptions) and End User License Terms	Exhibit Containing Additional Terms
Management	on, without limitation, a server, work station, laptop, virtual machine, blade, node, partition, appliance or engine, as applicable. **End User License Terms** www.redhat.com/licenses/rhel_rha_eula.html	
Red Hat Network Monitoring Module	**Module:** an entitlement to monitor one System. **End User License Terms:** www.redhat.com/licenses/rhel_rha_eula.html	1.E
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. **End User License Terms:** www.redhat.com/licenses/rhel_rha_eula.html	1.E
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. **End User License Agreement:** www.redhat.com/licenses/rhel_rha_eula.html	1.E

表 1.3

管理订阅	单位描述（用于衡量您对管理订阅的使用情况）和最终用户许可条款	包含附加条款的附表
Red Hat Network Satellite Server Red Hat Network Satellite Server Starter Pack	**系统**：您安装或者执行全部或部分软件的系统。 系统包括但不局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）。 **最终用户许可条款**： www.redhat.com/licenses/rhel_rha_eula.html 如果您安装或使用可选的嵌入式数据库，则您同意遵守在 www.redhat.com/licenses/satellite_embedded.html 网址列出的针对该嵌入式数据库的条款。	1.E
Red Hat Network Proxy Server	**系统**：您安装或者执行全部或部分软件的系统。 系统包括但不局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）。 **最终用户许可条款**： www.redhat.com/licenses/rhel_rha_eula.html	1.E
Red Hat Network Smart Management	**系统**：您安装或者执行全部或部分软件的系统。 系统包括但不局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）。 **最终用户许可条款** www.redhat.com/licenses/rhel_rha_eula.html	1.E
Red Hat Network Monitoring Module	**模块**：监控一个系统的权限。 **最终用户许可条款**： www.redhat.com/licenses/rhel_rha_eula.html	1.E
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 中的物理处理核心，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。 **最终用户许可条款**： www.redhat.com/licenses/rhel_rha_eula.html	1.E

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管理订阅	单位描述 （用于衡量您对管理订阅的使用情况） 和最终用户许可条款	包含附加条款的附表
Red Hat Directory Server	**系统**：您安装或者执行全部或部分软件的系统。 系统包括但不局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）。 **最终用户许可协议**： www.redhat.com/licenses/rhel_rha_eula.html	1.E

1.4 **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.D, to extend your Subscription Services for certain versions of Red Hat Enterprise Linux Server Software.

1.4 **软件订阅的生命周期。** 在红帽软件的生命周期中，我们提供的软件维护与支持服务的范围会不断发展变化，若干年后，我们会停止为较旧版本软件提供软件维护与支持服务。 有关"软件维护"与"生产支持"服务的生命周期的详细信息，请访问以下网址：https://access.redhat.com/support/policy/update_policies.html。 如果我们提供，您可以购买延长的更新支持和/或延长的生命周期支持（在附录 1.D 中予以说明），为您延长 Red Hat Enterprise Linux Server 软件特定版本的订阅服务。

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 developing, prototyping and demonstrating software or hardware that runs with or on the Software. "**Production Purposes**" means using the Software in a production environment, generally using live data and/or applications for a purpose other than development and/or prototyping software or hardware. "**Supported Hardware**" means the hardware and platforms that are listed at https://hardware.redhat.com for Red Hat Enterprise Linux subscriptions and http://www.jboss.com/products/platforms/application/supportedconfigurations/ for JBoss Enterprise Middleware subscriptions.

2.1 **定义。"开发目的"**是指出于开发、设计或演示与本软件一起或在其上运行的软件或硬件的特定目的而使用本软件。 ""**生产目的**"是指将本软件用于生产环境，通常使用实况数据和/或应用程序进行软件或硬件的开发和/或原型设计以外的工作。 ""**支持的硬件**"是指在 https://hardware.redhat.com（针对 Red Hat Enterprise Linux 订阅）与 http://www.jboss.com/products/platforms/application/supportedconfigurations/（针对 JBoss Enterprise Middleware 订阅）上列出的硬件和平台。

2.2 **Use Cases.** Subscription Services are provided for Software only when used for its supported purpose ("**Use Case**"). 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 Subscription.

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。 如果您使用或部署软件的方式有悖于支持的使用案例，您将负责购买适当的订阅以涵盖此类使用。 例如，如果您将 Red Hat Enterprise Linux Desktop 订阅用作服务器，您必须购买 Red Hat Enterprise Linux Server 订阅。

2.3 **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 2.4 through 2.6 apply to you only if you have purchased Subscription Services with Support provided by Red Hat. If you have purchased Subscription Services with support provided by a Business Partner, Sections 2.4 – 2.6 do not apply to you and you should work with your Business Partner to obtain support services.

2.3 **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。 仅当您购买的订阅服务是由红帽提供支持时，才适用第 2.4 至 2.6 节的条款。 如果您购买的订阅服务是由红帽商业伙伴提供支持，则第 2.4 至 2.6 节条款不适用于您，您应当联系该商业伙伴获得支持服务。

2.4 **Support from Red Hat. "Development Support"** consists of assistance with installation, usage, problem diagnosis and bug fixes for the applicable Software. Requests for architecture, design, development, prototyping, deployments and maintenance are not included within the scope of

2.4 **红帽提供的支持。 "开发支持"**包括与适用软件的安装、使用、故障诊断和缺陷修复有关的协助服务。 对架构、设计、开发、原型设计、部署和维护的服务请求不包括在开发支持的范围内，而应按照独立协议条款以咨询服务的方式提供。

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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. 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 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.

2.5 **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 2.6 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.

2.6 **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") Red Hat Network ("**RHN**") and/or Customer Support Portal (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); (iii) the parties agree on an alternative update schedule.

"**生产支持**"包括软件的安装、应用测试、使用、故障诊断和缺陷修复等协助服务。 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、安全规则或策略的开发或实施、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 通道或预览技术。

要访问和使用支持服务，您必须向红帽提供足够的信息，以证实您有权获得相关的支持。 支持服务的范围取决于您购买的订阅服务的级别（如"自助"、"标准"或"高级"）和类型。 某些服务仅在红帽当地标准营业时间内提供。

2.5 **支持服务涵盖范围。** 我们不为以下软件提供生产和开发支持：(a) 您（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，或者 (c) 在不支持的使用案例（如附录中所述）下运行的软件。 在将软件部署到您的环境中之前，由您负责对软件进行测试。 您还应当定期备份系统，并在支持需要时确保这些备份可用。

红帽将做出合理的商业努力，按照下面表 2.6 中所示的准则提供支持服务。 红帽的支持服务以英文提供，并且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（简称"**标准营业时间**"）在以下网址列出：
https://access.redhat.com/support/contact/technicalSupport.html。

2.6 **服务级别准则。** 根据红帽产品的不同，支持服务分为以下一个或多个级别： 自助、标准或高级（如下表所示）。 通常，"软件访问途径"和"软件维护"服务会通过红帽托管的交付门户提供给您，该门户可以是 Red Hat Customer Portal、Red Hat Update Infrastructure ("RHUI")、Red Hat Network ("**RHN**") 和/或 Customer Support Portal（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，您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；(2) 在初始响应后，红帽会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信息）；(iii) 双方同意采用替代的更新时间表。

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Table 2.6

	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	Initial Response	Initial Response	Updates
Severity 1 (Urgent): A problem that severely impacts your use of the Software for Production Purposes (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 for Production Purposes is severely reduced. For Production Purposes where 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 for Production Purposes or Development Purposes. For Production Purposes, 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 Purposes, where the situation is causing your project to no longer continue or migrate into production.	N/A	1 Business Day	4 Business Hours	8 Business Hours
Severity 4 (Low): A general usage question, reporting of a documentation error or recommendation for a future product enhancement or modification. For Production Purposes, there is low-to-no impact on your business or the performance or functionality of your system. For Development Purposes, 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 2.6 do not apply to the Developer Support Subscriptions described on Exhibit 1.D.

表 2.6

	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	初始响应	初始响应	更新
严重性级别 1（紧急）：问题严重影响您的软件的生产性使用（如丢失生产数据或生产系统无法正常工作）。 这种情况使您的业务运营受阻，并且没有程序性解决方法。	不适用	1 个营业时	1 小时	1 小时
严重性级别 2（高）：虽然软件可以工作，但问题使软件的生产性使用受到严重限制。 从生产角度看，这种情形会对您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 个营业时	2 小时	4 小时

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	自助	标准	高级	
严重性级别 3（中）：问题使软件的生产性或开发性使用受到非关键的部分丧失。 对于生产而言，您业务的受影响程度中等或较低，但是您的业务可继续正常运行，包括通过采取程序性解决方法。 对于开发而言，此情况导致您的项目无法继续进行或无法迁移到生产环节。	不适用	1 个营业日	4 个营业时	8 个营业时
严重性级别 4（低）：一般性使用问题，报告文档错误或对未来产品的增强功能或修改提出建议。 对于生产而言，您的业务或者系统的性能或功能受到的影响较低或没有影响。 对于开发而言，您业务的受影响程度中等或较低，但是您的业务可继续正常运行，包括通过采取程序性解决方法。	不适用	2 个营业日	8 个营业时	2 个营业日

注意： 在表 2.6 中提出的准则并不适用于附录 1.D 中描述的开发人员支持订阅。

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EXHIBIT 1.A
RED HAT ENTERPRISE LINUX AND
RELATED SOFTWARE
SUBSCRIPTIONS

附录 1.A
RED HAT ENTERPRISE LINUX
和
相关软件订阅

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 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; or (2) with respect to System that Red Hat sells based on the number of vCPUs, the number of vCPUs.

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. A "**vCPU**" is a Core (as defined in Appendix 1), in whole or in part, that is assigned to a Virtual Guest (aka virtual machine) that executes or processes code provided by the Software.

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)**"). The Add-Ons include: High Availability, Load Balancer, Resilient Storage, Scalable File System, Smart Management (requires RHN Satellite), 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 4.1 below.

1. **Red Hat Enterprise Linux Server 的度量单位和购买要求**

您必须根据以下度量标准为每个部署、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）的系统购买适当数量和类型的软件订阅：(1) Socket-pair 与虚拟 guest 的数量；或 (2) 红帽在基于 vCPU 数量销售时所采用的系统以及 vCPU 的数量。

"**Socket-pair**"是指系统中 CPU 占用最多两个插槽中的一个。 "**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，由您负责为任何第三方操作系统或您使用的其他软件获得所需的许可授权。 "**vCPU**"是指核心（如附录 1 中所定义），它被完全或部分指定给虚拟 Guest（亦称为虚拟机），以执行或处理软件所提供的代码。

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**"）。 附加功能包括： 高可用性、负载平衡器、弹性存储、可扩展文件系统、智能管理（需要 RHN Satellite）、延长的更新支持、延长的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额生产支持，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，自助支持仅提供给：(a) 最多两个插槽的的系统，(b) 每个系统最多一个虚拟 Guest，(c) 不带附加功能的系统（"智能管理"除外），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**

仅在按照本附录条款和下面表 4.1 的要求用于其支持的目的（"**使用案例**"）时，红帽才会为软件提供订阅服务。

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Table 4.1

Software	Supported 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 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 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 the same support level (Self-supported, Standard or Premium) of Software Subscription(s) for Red Hat Enterprise Linux Server, provided that (1) you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions and (2) Software Subscriptions that include unlimited Virtual Guests can be shared only with Systems that have the same unlimited Virtual Guest Subscription(s). **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 2.6.

表 4.1

软件	支持的使用案例
Red Hat Enterprise Linux Server Red Hat Enterprise Linux Server for Mainframe	服务器计算，包括向其他逻辑或物理客户端或者服务器系统交付服务，以及多用户应用程序的执行。 您可以将多个具有同类支持级别的 Red Hat Enterprise Linux Server 软件订阅合并到一个系统，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。 您不得拆分或将一个 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	高性能计算（"**HPC**"），最少由 4 个联网的受管系统组成，用于执行计算密集型工作

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软件	支持的使用案例
Nodes Red Hat Enterprise Linux for HPC Head Nodes	负载（"**集群**"），具有以下所有特征：(a) 集群用于将计算密集型分布式任务发送到集群中各个计算节点，(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、负载平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（一种用于管理计算节点的可选软件订阅）与同一集群中计算节点 Red Hat Enterprise Linux for HPC Compute Nodes 的软件订阅结合使用时，计算节点会采用头节点的服务级别协议（"**SLA**"）。
Red Hat Enterprise Linux for Grid Node	计算"**网格**"是指最少五十 (50) 个 Socket-pair，它们联成网络并致力于解决具有以下特征的工作负载：(a) 系统组中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一的分布式应用程序中，(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无法运行工作负载的系统组中的 30% 节点。 网格中的节点不运行数据库、Web 应用程序、负载平衡或文件服务。
附加功能： 高可用性、负载平衡器、弹性存储、可扩展文件系统、延长的更新支持、延长的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"软件订阅时方可支持。
Red Hat Enterprise Linux Server used as a Virtual Guest	虚拟 Guest 可以在任何其他具有相同 Red Hat Enterprise Linux Server 软件订阅支持级别（自助、标准或高级）的系统上池化或共享，前提是：(1) 您未超过与基础软件订阅关联的虚拟 Guest 总数，并且 (2) 包含无限虚拟 Guest 的软件订阅仅可与具有相同无限虚拟 Guest 订阅的系统共享。 **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，您必须为每个运行虚拟 Guest 的主机系统购买单独的软件订阅。
Red Hat Enterprise Linux for Disaster Recovery	用于灾难恢复目的的间歇性使用的系统（例如从生产服务器接收定期备份数据的系统）且假定这些灾难恢复系统的服务级别与附录 1 的 2.6 节中所规定的服务级别相同。

5. Red Hat Enterprise Virtualization for Servers Use Cases

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.

5. Red Hat Enterprise Virtualization for Servers 使用案例

仅在按照本附录条款和下面表 5 的要求用于其支持的使用案例时，红帽才为 Red Hat Enterprise Virtualization for Servers 提供订阅服务。

Table 5

Software	Supported Use Case
Red Hat Enterprise Virtualization for Servers	Server computing on physical hardware solely to support virtual guests. Red Hat Enterprise Virtualization for Servers is designed to run and manage virtual guests and does not support user-space applications.

表 5

软件	支持的使用案例
Red Hat Enterprise Virtualization for Servers	物理硬件上的服务器计算，仅支持虚拟 Guest。 Red Hat Enterprise Virtualization for Servers 适用于运行和管理虚拟 Guest，不支持用户空间应用程序。

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6. Red Hat Enterprise Linux Desktop Software Subscriptions

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.

6. Red Hat Enterprise Linux Desktop 软件订阅

Red Hat Enterprise Linux Desktops 和 Red Hat Enterprise Linux Workstations 的软件订阅受表 6 中所规定的参数的限制。 每个 Red Hat Enterprise Linux Desktop 和 Red Hat Enterprise Linux Workstation 软件订阅均包括一项 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 订阅的生产支持限于仅针对您的 IT 服务支持人员的基于网络的支持。 红帽没有义务直接支持您的最终用户。

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

	Desktop	Workstation
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
包含开放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, Red Hat Enterprise Linux Workstation, and Red Hat Enterprise Virtualization for Desktops 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、Red Hat Enterprise Linux Workstation 以及 Red Hat Enterprise Virtualization for Desktops 使用案例。 仅在按照本附录条款和下面表 6.1 的要求用于其支持的使用案例时，红帽才为 Red Hat Enterprise Linux Desktop 和 Red Hat Enterprise Linux Workstation 提供订阅服务。

Table 6.1

Software	Supported Use Case
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation Red Hat Enterprise Virtualization for Desktops	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	支持的使用案例
Red Hat Enterprise Linux Desktop Red Hat Enterprise Linux Workstation Red Hat Enterprise Virtualization for Servers	个人计算系统，主要用途是为使用直连式键盘和显示器的典型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。

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7. Red Hat Enterprise MRG

All MRG 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.

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

7. Red Hat Enterprise MRG

所有 MRG 软件订阅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 对应的"标准"或"高级"支持级别。

7.1 Red Hat Enterprise MRG 使用案例。 仅在遵守本附录条款和下面表 7.1 的要求用于其支持的使用案例时，红帽才为 Red Hat Enterprise MRG 提供订阅服务。

Table 7.1

Software	Supported Use Case
MRG Messaging	Only systems running operating environments identified at www.redhat.com/mrg/hardware as MRG Messaging compatible will be supported.
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.
MRG Platform	Only systems running operating environments identified at www.redhat.com/mrg/hardware as MRG Grid scheduler compatible will be supported.
MRG Execute Node	Only systems (a) running operating environments identified www.redhat.com/mrg/hardware as MRG Execution Node compatible and (b) that are used as computing nodes managed by MRG Platform will be supported. Only supported on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions.

表 7.1

软件	支持的使用案例
MRG Messaging	仅支持运行 www.redhat.com/mrg/hardware 上确定的与 MRG Messaging 兼容的操作环境的系统。
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 MRG Realtime 认证的硬件系统。
MRG Platform	仅支持运行 www.redhat.com/mrg/hardware 上确定与 MRG Grid 调度程序兼容的操作环境的系统。
MRG Execute Node	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 Execution Node 兼容的操作环境，以及 (b) 用作由 MRG Platform 管理的计算节点。 仅在使用有效的 Red Hat Enterprise Linux Server"标准"和"高级"软件订阅时方可支持。

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 below.

8. Red Hat Enterprise Linux – 教学版

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

Table 8.1

Software	Supported Use Case
Red Hat Enterprise Linux – Academic Edition	Red Hat Enterprise Linux – Academic Edition subscriptions are supported for use by 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. **Note:** When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes, standard Red Hat subscription rates apply.

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表 8.1

软件	支持的使用案例
Red Hat Enterprise Linux – 教学版	Red Hat Enterprise Linux – 教学版订阅支持教学机构出于教学目的进行使用，包括 (a) 教员、员工或学生的便携式计算机进行个人或教学使用，(b) 教员、员工或学生的计算机实验室进行常规培训，(c) 教室便携式计算机，(d) 用于教学与研究的实验室，以及 (e) 用于软件开发的实验室。 **注意**：当您将 Red Hat Enterprise Linux – 教学版用于不符合条件的教学目的时，需按标准红帽订阅费用收费。

9. Production Support Contacts

For the Software Subscriptions described in this Exhibit, you may contact Red Hat through your designated Production Support Contacts. You may designate up to the number of contacts described in Table 9 below based on the number of Standard and Premium Software Subscriptions you have purchased. We will provide Subscription Services to you solely by communicating during the Hours of Coverage (set forth in Appendix 1, Table 2.6) with the individual Production 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.

9. 生产支持联系人人数

对于本附表中描述的软件订阅，您可以通过指定的生产支持联系人来联系红帽。 您可以根据购买的"标准"和"高级"软件订阅的数量，指定最多为下方表 9 所规定人数的联系人。 我们将在服务时间内（附件 1，表 2.6 中予以规定）只通过您指定的各个生产支持联系人为您提供订阅服务。 对于高级支持，为了对严重性为 1 和 2 的问题获得 24x7 全天候的支持,您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。

Table 9

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

表 9

标准和高级软件订阅的数量	生产支持联系人人数
1 到 50	2
51 到 100	4
101 到 250	6
251 到 500	8
501 到 1000	10
1001 及以上	12

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.

如果要更换指定的支持联系人，您可以书面形式通知我们，并给我们 5 个工作日的时间来处理变更事宜。 支持联系人应具有对必要文件的读写访问权限、英文交流技能和相关的技术知识。

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EXHIBIT 1.B
JBOSS ENTERPRISE
MIDDLEWARE SOFTWARE
SUBSCRIPTIONS

附录 1.B
JBOSS ENTERPRISE
MIDDLEWARE 软件订阅

1.   JBoss Enterprise Middleware Software Subscriptions

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

- Software Access for the JBoss Enterprise Middleware Software Subscription that you purchased (such as JBoss Enterprise Application Platform in the example above) and access to certain additional JBoss Enterprise 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 JBoss Enterprise Middleware Software Subscription(s) product that you purchased (again, JBoss Enterprise Application Platform in the example above) but not for the Supplemental JBoss Software; and

- Software Maintenance for both the JBoss Enterprise 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 JBoss Enterprise 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 JBoss Enterprise Middleware Software Subscription that you purchased (such as JBoss Enterprise Application Platform in the example above) and does not apply to Supplemental JBoss Software.

1.3   JBoss Enterprise Middleware Management and Support Options. JBoss Enterprise Middleware Subscriptions may be purchased (a) as stand-alone products or, in some cases, as managed offerings and (b) with either Standard or Premium Support.

1.4   JBoss Enterprise Middleware Use Cases. Subscription Services are provided for JBoss Enterprise Middleware Software Subscriptions only when used for its supported purpose ("**Use Case**") as set forth at: https://access.redhat.com/support/offerings/jboss/.

1.   JBoss Enterprise Middleware 软件订阅

1.1   JBoss Enterprise Middleware 软件订阅概述。 在购买 JBoss Enterprise Middleware（如 JBoss Enterprise Application Platform）的软件订阅时，您将收到：

- 您所购买的 JBoss Enterprise Middleware（如上面举例的 JBoss Enterprise Application Platform）软件订阅的"软件访问途径"，以及对某些额外的 JBoss Enterprise 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。

- 您所购买的 JBoss Enterprise Middleware 软件订阅产品（仍如上面举例的 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

- 您所购买的 JBoss Enterprise Middleware 软件订阅产品及 JBoss 补充软件的"软件维护"服务，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"服务仅用于开发用途，并且适用于最多 25 名用户，针对的是您所购买的每个 JBoss Enterprise Middleware 软件 16 核心组订阅。 如果您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，则表示您同意为所部署或使用的每个单位购买适当的软件订阅。 红帽的开放源代码保证计划仅适用于您购买的 JBoss Enterprise Middleware 软件订阅（例如上例中的 JBoss Enterprise Application Platform），而不适用于 JBoss 补充软件。

1.3   JBoss Enterprise Middleware 管理和支持选项。 JBoss Enterprise Middleware 订阅可以按如下方式购买：(a) 作为独立的产品，或者在某些情况下作为受管产品，以及 (b) 随附购买"标准"或"高级"支持。

1.4   JBoss Enterprise Middleware 使用案例。 仅在用于其支持的目的（"**使用案例**"）时，才会为 JBoss Enterprise Middleware 软件订阅提供订阅服务，详情请访问以下网址：https://access.redhat.com/support/offerings/jboss/。

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2. JBoss Enterprise Middleware Support Contacts

For the JBoss Enterprise Middleware Software Subscriptions described in this Exhibit, you may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts set forth in Table 2 below based on the number of Cores you have purchased. We will provide support to you solely by communicating during the Hours of Coverage (set forth in Appendix 1, Table 2.6) 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.

2. JBoss Enterprise Middleware 支持联系人

对于本附表中描述的 JBoss Enterprise Middleware 软件订阅，您可以通过指定的支持联系人与红帽联系。 您可以根据购买的核心数量，指定最多为表 2 中规定人数的联系人。 我们将在服务时间内（附件 1，表 2.6 中予以规定）只通过您指定的各个支持联系人为您提供支持。 对于高级支持，为了对严重性为 1 和 2 的问题获得 24x7 全天候的支持,您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。

Table 2 - JBoss Enterprise Middleware Support Contacts

Number of Cores Purchased	Support Contacts
16	1
32	2
48	3
64	4
80	5
96	6
112	7
128	8
144	9
160 and over	10

表 2 - JBoss Enterprise Middleware 支持联系人

购买的核心数量	支持联系人
16	1
32	2
48	3
64	4
80	5
96	6
112	7
128	8
144	9
160 及以上	10

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.

如果要更换指定的支持联系人，您可以书面形式通知我们，并给我们 5 个工作日的时间来处理变更事宜。 支持联系人应具有对必要文件的读写访问权限、英文交流技能和相关的技术知识。

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EXHIBIT 1.C
DEVELOPER
SUBSCRIPTIONS

附录 1.C
开发人员订阅

1. **JBoss Developer Studio Subscriptions**
    JBoss Developer Studio Portfolio Edition provides an open source development environment that includes Eclipse, Eclipse Tooling and JBoss Enterprise Middleware platforms. 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 JBoss Developer Studio Portfolio Edition for Production Purposes, or use the Red Hat Enterprise Linux Software Subscription entitlement independently of your use of the 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 JBoss Developer Studio Portfolio Edition.

2. **JBoss Developer Studio Portfolio Edition Use Cases**.
    Subscription Services are provided for JBoss Developer Studio only when used for its supported Use Case in accordance with the terms of this Exhibit and Table 2 below.

1. **JBoss Developer Studio 订阅**
    JBoss Developer Studio Portfolio 版本提供开放源代码开发环境，其中包括 Eclipse、Eclipse Tooling 和 JBoss Enterprise Middleware 平台。 JBoss Developer Studio Portfolio 版本还包括一项 Red Hat Enterprise Linux 软件订阅权利，您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"。

    如果您将与 JBoss Developer Studio Portfolio 版本相关的任何订阅服务或软件用于生产目的，或独立于您的 JBoss Developer Studio 订阅使用 Red Hat Enterprise Linux 软件订阅权限，则表示您同意购买适用数量的适用软件订阅单位。红帽不为 JBoss Developer Studio Portfolio 版本提供生产支持或开发支持服务。

2. **JBoss Developer Studio Portfolio 版本使用案例。**
    仅在遵守本附录条款和下面表 2 的要求用于其支持的使用案例时，红帽才为 JBoss Developer Studio 提供订阅服务。

Table 2

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

表 2

软件	支持的使用案例
JBoss Developer Studio Portfolio 版本	JBoss Developer Studio Portfolio 版本的订阅服务仅针对开发目的提供。

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EXHIBIT 1.D
OPTIONAL SUPPORT
SUBSCRIPTIONS

附录 1.D
可选支持订阅

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, EMEA, Asia-Pacific (excluding Japan) 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 product line or the JBoss Enterprise Middleware product line.

1.2 TAM Service Level

Hours of Coverage. The TAM Service is offered between 9 a.m. and 5 p.m. 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 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

1. 技术客户管理（"TAM"）服务

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

- 获得红帽技术和开发计划的途径，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 4 个支持联系人；
- 每季度通过 TAM 电子考核表考量服务性能，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 参数将开始 TAM 服务时确定。

- 区域： 北美地区、欧洲/中东/非洲地区、亚太地区（不包括日本）或日本。
- 客户团队： TAM 支持的客户团队，如您的开发团队、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 产品系列或 JBoss Enterprise Middleware 产品系列。

1.2 TAM 服务级别

服务时间。 TAM 服务在上午 9 点至下午 5 点的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。

红帽标准营业时间之外的 TAM 代表责任。 如果您已购买高级红帽软件订阅，您将通过红帽 24x7 全天候生产支持团队获得严重性级别为 1 的问题的 24x7 全天候支持，而无需向您的指定 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，但是会咨询您的 TAM 代表（在您的 TAM 代表时间允许的情况下），从而更清楚地了解您的基础架构、环境和特定需求。 如果您已在红帽的各主要支持区域购买多个 TAM 服务订阅，则将获得延长 TAM 服务时间范围的优势，但应遵循相同的流程并拨打红帽 24x7 全天候支持电话； 详情请访问以下网址： https://access.redhat.com/support/contact/technicalSupport.

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Subscriptions in each of Red Hat's primary Support Regions, you will receive the benefit of extended TAM Service 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.

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 www.redhat.com/security/updates.

3.   Red Hat Enterprise Linux ("RHEL") Extended Life Cycle Support Software Subscriptions
RHEL Extended Life Cycle Support Subscriptions ("**RHEL ELS**") provide limited Software Maintenance and Production Support after Red Hat's published End of Life date for certain RHEL versions and requires a separate, active RHEL Software Subscription per System. RHEL ELS support is not provided under standard RHEL Subscriptions. RHEL ELS is an Add-On subscription to the 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
RHEL 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/. ELS Software Maintenance provides 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 seven (7) year life cycle. The ELS stream will be maintained for an additional three (3) years immediately after the end-date of the regular life cycle of the relevant release (extending the potential life cycle to ten (10) years).

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

3.2   RHEL ELS Unsupported Components
RHEL 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;
- Independent layered or Add-on products such as Directory Server, Satellite, JBoss or Scalable File System; and
- Red Hat reserves the right to exclude additional packages for security reasons.

html。

2.   延长的更新支持（"EUS"）
EUS 支持订阅是 Red Hat Enterprise Linux 某些小版本的增量附加订阅，这些订阅为系统中受 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**"）。 EUS 在相关联的 EUS 周期内，为这些特定版本提供某些安全和优先级 bug 修复，详情请访问以下网址：www.redhat.com/security/updates。

3.   Red Hat Enterprise Linux ("RHEL") 延长的生命周期支持软件订阅
在红帽发布的特定 RHEL 版本的生命终止日期之后，RHEL 延长的生命周期支持订阅（"**RHEL 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 RHEL 软件订阅。 RHEL ELS 支持并非以标准 RHEL 订阅提供。 RHEL ELS 是一个针对 Red Hat Enterprise Linux 有效标准软件订阅的附加订阅，为 Red Hat Enterprise Linux 提供延长的生命周期支持，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，RHEL ELS 允许您针对附录 1 中所定义的严重性为 1 和 2 的问题接收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/ 中所列的条目）。 ELS 软件维护所提供的软件更新均为红帽认为具有以下作用的更新：(a) 独立于客户支持请求的严重影响安全性的修复以及 (b) 在超出正常的七 (7) 年生命周期终止时间后，可用且适合于 Red Hat Enterprise Linux 特定的主要版本中的软件包子集的选择性紧急优先级缺陷修复。 ELS 流会在相关版本的常规生命周期结束后，立即启动额外的三 (3) 年维护支持（将潜在的生命周期延长至十 (10) 年）。

经过测试且针对 RHEL 得到批准的软件修复会提供给在有效 RHEL ELS 订阅中注册的系统，但不会提供给其它 RHEL 订阅。 红帽仅为 RHEL ELS 提供一个代码库，它不会针对 RHEL 在 ELS 周期中的版本提供功能增强。

3.2   RHEL ELS 不支持的组件
RHEL ELS 会在生命周期终止前将涵盖的组件视为支持的组件，但不会涵盖以下各项（除了那些在上面的 3.1 节注明的以外）：
- Desktop 应用程序；
- Red Hat Cluster Suite；
- Extras 通道的内容；
- 独立的分层或附加产品，例如 Directory Server、Satellite、JBoss 或可扩展文件系统；以及
- 红帽保留出于安全性原因而排除附加软件包的权利。

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3.3 RHEL ELS Content Delivery

RHEL 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 RHEL ELS channel.

4. Red Hat Enterprise Linux Developer Support Subscriptions

For each Red Hat Enterprise Developer Support Subscription that you purchase, during the term of the subscription Red Hat provides 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 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 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 Support Subscription does not include 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. If Red Hat determines that any of the Developer Support Subscription services or software provided hereunder are 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.

4.1 Red Hat Developer Support Subscription Levels.
You may purchase the following types of Developer Support Subscriptions: (a) Red Hat Enterprise Linux Developer Support Professional or (b) Red Hat Enterprise Linux Developer Support Enterprise, in each case as described in Table 4.2 below and as set forth herein.

4.2 Red Hat Developer Support Subscription Level Guidelines.
Red Hat will use commercially reasonable efforts to provide Developer Support in accordance with the guidelines set forth in Table 4.2. Red Hat's technical support telephone numbers and Standard Business Hours are listed at https://access.redhat.com/support/contact/technicalSupport.html. For Developer Support Subscriptions, you may contact Red Hat through your designated Developer Support Contact(s). You will receive the 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. 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

3.3 RHEL ELS 内容交付

RHEL ELS 内容通过特定版本的单独 Red Hat Network 基本通道以及对应的子通道（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 RHEL ELS 通道订阅系统。

4. Red Hat Enterprise Linux 开发人员支持订阅

对于您购买的每个 Red Hat Enterprise 开发人员支持订阅，在订阅期间，红帽都会为您提供 (a) 对所支持的 Red Hat Enterprise Linux and Updates 版本的访问（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 bug 修复，但是仅支持用于开发目的的 Red Hat Enterprise Linux 使用的相关问题，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。 使用用于生产目的的开发人员支持订阅不是受支持的使用案例。 如果您出于生产目的使用任何与 Red Hat Enterprise Linux 开发人员支持相关的订阅服务，则表示您同意购买适用数量带有生产支持的相关软件订阅单位。

Red Hat Enterprise Linux 开发人员支持订阅不包括对以下方面的支持： (a) 修改的软件包，(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。 如果红帽认为任何开发人员支持订阅服务或下面所提供的软件被用来支持从社区站点获取的软件，红帽可以在不限制它的其它权利或赔偿的情况下，立即暂停协议的施行和/或终止协议。

4.1 红帽开发人员支持订阅级别。
您可以购买以下类型的开发人员支持订阅： (a) Red Hat Enterprise Linux 开发人员支持专业级或 (b) Red Hat Enterprise Linux 开发人员支持企业级，如下方的表 4.2 所述以及此处所阐述的各种情况。

4.2 红帽开发人员支持订阅级别准则。
红帽将按照表 4.2 中所示用合理的商业努力提供开发人员支持。 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。 对于开发人员支持订阅，您可以通过指定的开发人员支持联系人来联系红帽。 您会收到一 (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。 我们将仅通过在服务时间范围内与您指定的各开发人员支持联系人沟通，为您提供开发人员支持。 开发人员支持订阅仅用于开发目的。 如果您出于生产目的使用任何与这些订阅相关的订阅服务，则表示您同意购买适用数量带有生产支持的相关软件订阅单位。

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applicable number of Units of the relevant Software Subscription with Production Support.

Table 4.2

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

表 4.2

	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	
服务时间	标准营业时间	
支持方式	网络和电话	
支持请求数	不限	
具有软件维护权限的开发人员人数	25 名开发人员	
响应准则	2 个工作日解决所有问题	4 个工作日解决所有问题

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EXHIBIT 1.E
MANAGEMENT
SUBSCRIPTIONS

附录 1.E
管理订阅

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1. Software Delivery Services

1.1 Red Hat Hosted Software Delivery Services. This Exhibit 1.E describes the optional Management Subscriptions for the Software Access and Software Maintenance Services which are generally provided to you through a Red Hat Portal.

1.2 On Premise Software Delivery Options. RHN 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 RHN Satellite Server includes one Premium level Software Subscription to Red Hat Enterprise Linux Server, which is supported solely in connection with the RHN Satellite Server. JBoss Operations Network provides a delivery mechanism within your network for Software Access and Software Maintenance Services for systems running JBoss Enterprise 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, RHN Satellite Server or JBoss Operations Network:

- RHN Proxy Server (optional extension of RHN Satellite Server)
- RHN Smart Management (may be used with or without RHN Satellite)
- RHN Monitoring Module (may only be used with RHN Satellite Server)
- JBoss Monitoring Module (may be used with JBoss Operations Network)

2. Supported Uses

Subscription Services are provided for RHN 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.

1. 软件交付服务

1.1 红帽托管的软件交付服务。 附表 1.E 描述了"**软件访问途径**"和"**软件维护**"**的可选服务管理订阅**，"软件访问途径"和"软件维护"通常会通过红帽门户网站提供给您。

1.2 场内软件交付选项。 RHN Satellite Server 提供一种在您的网络内部为运行 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 RHN Satellite Server 都包括一个高级 Red Hat Enterprise Linux 软件订阅，该订阅仅支持与 RHN Satellite Server 配合使用。 JBoss Operations Network 提供一种在您的网络内部为运行 JBoss Enterprise 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。 您可以购买以下可选的管理订阅，通过 RHN、RHN Satellite Server 或 JBoss Operations Network 来管理您的红帽软件订阅：

- RHN Proxy Server（RHN Satellite Server 的可选扩展）
- RHN Smart Management（配合或不配合 RHN Satellite 均可使用）
- RHN Monitoring Module（只能与 RHN Satellite Server 配合使用）
- JBoss Monitoring Module（可与 JBoss Operations Network 配合使用）

2. 受支持的使用

仅当按照本附录条款和下面表 2 的规定用于其支持的目的（"**使用案例**"）时，红帽才会为 RHN Satellite Server 和 Red Hat Proxy Server 管理订阅提供订阅服务。

Table 2

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

表 2

软件	支持的使用案例
RHN Satellite Server 和 RHN Proxy Server	当 RHN Satellite Server 或 RHN Proxy Server 用在非服务器系统上时，红帽不会为其提供订阅服务。
RHN Satellite Server Starter Pack	当 RHN 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。

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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 的第 2 节所述）取决于运行 Directory Server 的系统的 Red Hat Enterprise Linux 订阅的服务级别（例如，如果基础的 Red Hat Enterprise Linux 软件订阅的服务级别为"高级"则 Directory Server 会收到"高级"级别支持）。

3.1 Red Hat Directory Server 使用案例。 仅在遵守本附录条款和下面表 3.1 的要求用于其支持的使用案例时，红帽才为 Red Hat Directory Server 提供订阅服务。

Table 3.1

Software	Supported 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 server and not on Red Hat Enterprise Linux Desktop, HPC or Workstation.

表 3.1

软件	支持的使用案例
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 必须安装在服务器上，而不是 Red Hat Enterprise Linux Desktop、HPC 或 Workstation 上。

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Red Hat sells Learning Services, Training Units and Consulting Units. Whether you purchase Learning Services, Training Units or Consulting Units from us or though one of our authorized Business Partners, we agree to provide you with the Learning Services, 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.

红帽销售培训服务、培训点数和咨询点数。 无论您是直接向我们还是通过授权的商业伙伴购买培训服务、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您提供培训服务、培训点数或咨询点数。 相对应的，您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未经定义的大写条款，则表明该条款的含意已在基本协议中予以定义。

1. Learning Services

"**Learning Services**" 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**").

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 Learning Services.

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

1.3 Rights to Training Materials. All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Learning Services or developed during the performance of the Learning Services (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.

1.4 Delivery Date and Cancellation. You agree to the cancellation policies and the procedures for scheduling of Learning Services 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.

2. Training Units and Consulting Units

2.1 Training Units. "**Training Units**" are Red Hat's training credits that may be redeemed by you for any Learning Services as set forth at https://www.redhat.com/training/specials/multi_student_discount/ and 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

1. 培训服务

""**培训服务**"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**"）和在您指定的场所提供的课程（"**现场课程**"）。

1.1 设备和设施。 对于现场课程，将由您提供设施和设备，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，则您应对培训服务中使用的此类设备和硬件的任何损失或毁坏负责。

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

1.3 对培训材料的相关权利。 红帽为培训服务提供的或在培训服务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。 培训材料是红帽的保密信息和专有信息。

1.4 交付日期和取消。 您同意培训服务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。 您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. 培训点数和咨询点数

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服务，详情请访问 https://www.redhat.com/training/specials/multi_student_discount/ 和 https://www.redhat.com/training/corporate/TUs/。

2.2 培训点数。 "**咨询点数**"是一种信用，您可以依据 http://www.redhat.com/consulting/consultingunits/cu_terms.ht

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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 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 Learning Services, Training Units and Consulting Units must be received in full prior to the delivery of the associated Learning Services or Consulting Services.

ml 上规定的条款、条件和政策使用它兑换红帽的咨询服务。您可以按以下步骤兑换咨询点数：

- 联系红帽销售代表或向代表咨询以请求兑换咨询点数。
- 红帽将向您提供一份订购表，该订购表会描述要开展的工作的范围以及所需的咨询点数。
- 您需要将签名的订购表返回给红帽。
- 经过审核和批准后，红帽会将一份签名的订购表副本返回给您。

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) 必须作为整体点数使用，(e) 不能与其他任何折扣、特价或优惠券组合使用，并且 (f) 只能在同一地理区域以购买时的货币履行。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，但培训服务、培训点数和咨询点数的款项必须交付相关的培训或咨询服务之前全额付清。

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