



**PARTNER AGREEMENT  
CHINA**

合作伙伴协议  
中国

**READ THIS PARTNER AGREEMENT (THE “AGREEMENT”) CAREFULLY. YOU (“PARTNER”) ACCEPT THE TERMS OF THIS AGREEMENT BY (I) INDICATING YOUR ASSENT IN AN ON-LINE TRANSACTION, OR (II) SIGNING IT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACT AS A RED HAT PARTNER, PARTICIPATE IN THE RED HAT PARTNER PROGRAM (THE “PROGRAM”), OR USE THE RED HAT PARTNER CENTER PORTAL LOCATED AT [www.partner.redhat.com](http://www.partner.redhat.com) (“PARTNER CENTER”).**

请仔细阅读此合作伙伴协议（以下简称“本协议”）。贵方（以下简称“合作伙伴”）通过以下方式接受本协议条款：**(I) 通过在线交易方式表示同意 (II) 签署本协议。**如果不接受本协议条款，贵方将不能成为红帽的合作伙伴，不能参与红帽合作伙伴计划（以下简称为“计划”），也不能使用红帽合作伙伴中心的门户网站（网址：[www.partner.redhat.com](http://www.partner.redhat.com)）（以下简称为“合作伙伴中心”）。

“General Terms” mean Sections 1 – 18 of this Agreement.

“一般条款”指本协议中第 1-18 节内容。

**1. Purpose.** Red Hat has and will design programs for its Partners to promote Red Hat Products, enhance the satisfaction of Red Hat’s End Users and augment the expertise and resources of Partners. These programs will be organized into different tracks that will accommodate the needs of different types of partners (“Tracks”). Partner’s participation in the Tracks is governed by the terms contained in this Agreement and the applicable Track Appendix(ices). Such Track Appendix(ices) may reference one or more Red Hat Program Guides for the applicable Red Hat geographic region, located at [www.redhat.com/partners/programs/programguide.html](http://www.redhat.com/partners/programs/programguide.html) (“Program Guide”). The Agreement consists of this Partner Agreement, including all Exhibits hereto, the applicable Track Appendix(ices), and (if applicable) any transaction agreements for the sale of Red Hat Products (each, a “Procurement Document”). Certain country unique terms, as identified in the Exhibits hereto, may modify or replace certain sections of the General Terms. “Red Hat Products” mean Red Hat branded and/or JBoss branded software, related documentation, and services that are distributed under the Red Hat Marks (defined below). “End User” shall be as defined in the applicable Track Appendix(ices).

**1. 目的。**红帽已经并将为其合作伙伴设计方案宣传红帽产品，提高红帽最终用户的满意度，增加合作伙伴的专业技术和资源。这些计划将分成不同的渠道，以满足不同类型合作伙伴的需求（以下简称为“渠道”）。合作伙伴参与渠道的活动受本协议条款和适用的渠道附约的规范。这些渠道附约可能涉及一个或多个针对适用的红帽地理区域的红帽计划指南（以下简称为“计划指南”），这些指南的查询网址是：[www.redhat.com/partners/programs/programguide.html](http://www.redhat.com/partners/programs/programguide.html)。协议由本合作伙伴协议组成，包括本协议所有附录，适用的渠道附约，以及（如适用）所有关于红帽产品销售的交易合同（每个产品一份“采购文件”）。本协议附录规定的某些国家/地区的特定条款可以修改或替代一般条款中的某些章节。“红帽产品”指红帽品牌和/或 JBoss 品牌的软件、相关文档，以及在红帽商标（下文中进行了定义）下经销的服务。“最终用户”将在适用的渠道附约中定义。

**2. Tracks, Application Process, and Acceptance.** Details of the Tracks, membership levels, specializations and qualifications for Partner participation in the Tracks are included in the applicable Track Appendix(ices), which may be amended by Red Hat from time to time. In particular,

**2.** 渠道、申请流程与批准。关于渠道、会员级别、合作伙伴参与渠道的专业领域和资质的详细信息均包含在适用的渠道附约中，红帽会随时对这些信息进行修订。特别是，红帽保留随时修改渠道、会员级别和专门领域的权利。一般条款、附录中的适用条款，以及适用的渠道附约规定了合作伙伴获得授权参与适用渠道的条款与条件。在合作伙伴通过合作伙伴中心以电子方式提交申请，或通过针对适用地区的其他方法申

Red Hat reserves the right to change Tracks, membership levels and specializations at any time. The General Terms, the applicable terms of the Exhibits, and the applicable Track Appendix(ices) set forth the terms and conditions under which Partner is authorized to participate in the applicable Track(s). Following submission by Partner of an application for participation in one or more Tracks, either electronically through the Partner Center or by other mechanism as may be identified for the applicable Territory (each, an **"Application"**), Red Hat will review the Application and upon its acceptance by Red Hat, provide electronic notification to Partner of the specific Partner Track(s), membership level(s), and/or specialization(s) (if applicable) to which Partner is appointed (the **"Acceptance Notice"**). Partner represents and warrants that all information provided to Red Hat in the Application is truthful, complete and accurate. Red Hat may accept or reject any Application, in Red Hat's sole discretion. Alternatively, the Parties may execute this Agreement in hard copy format, which in Red Hat's sole discretion, may be considered acceptance of Partner's Application.

**"Red Hat"** means the Red Hat entity(ies) listed below, which is determined based on the country in which Partner is incorporated or maintains its principal place of business. For Partners not located within the Americas, Red Hat Inc. is a party to this Agreement only with respect to Sections 8 (Trademarks), 9 (Additional Restrictions), 10 (Intellectual Property), 11 (No Warranty, Limitation of Liability, Disclaimers, Insurance and Indemnity), and any right to use the Red Hat Products under the Agreement, and shall not be considered jointly and severally liable with other Red Hat entities with respect to any other Sections of the Agreement.

请加入一个或多个渠道之后（各为一份“申请”），红帽将对申请进行审查。申请批准后，红帽将向合作伙伴发送电子通知书，告知其具体的合作伙伴渠道、会员级别和（或）合作伙伴被指定的专门领域（如适用）（以下简称为“批准通知书”）。合作伙伴声明并保证在申请中提供给红帽的所有信息均是真实、完整和准确的。红帽将全权决定批准或拒绝申请。或者，如双方以打印件格式签署本协议（由红帽全权决定），则视为合作伙伴的申请已获得批准。

“红帽”指如下所列的红帽实体，根据合作伙伴成立公司或其主要经营地点所在的国家/地区确定。对于美国以外的合作伙伴，红帽公司作为本协议的一方仅与本协议中第 8 节（商标），第 9 节（其它限制），第 10 节（知识产权），第 11 节（无担保声明、责任限制、免责声明、保险与赔偿），以及本协议规定的任何使用红帽产品的权利相关；且不应视为与其他红帽实体共同或分别对本协议任何其它章节相关的承担责任。

Partner Country/Region of Incorporation or Principal Place of Business	Red Hat Entity
Hong Kong S.A.R.	Red Hat, Inc. and Red Hat Ltd., Hong Kong branch
People's Republic of China	Red Hat, Inc. And Red Hat Software (Beijing) Co. Ltd.
Taiwan	Red Hat, Inc. and Red Hat Asia Pacific Pte. Ltd.
All other countries/regions in Asia Pacific not listed above	Red Hat, Inc. and Red Hat Asia Pacific Pte. Ltd.

合作伙伴公司或主要经营地点所在的国家/地区	红帽实体
香港特别行政区	红帽公司及红帽香港分公司
中华人民共和国	红帽公司及红帽软件（北京）有限公司
台湾	红帽公司及红帽（亚太区）有限公司
上面未列出的亚太其他国家/地区	红帽公司及红帽（亚太区）有限公司

Red Hat and Partner are hereinafter collectively referred to as the **"Parties"** and may be referred to individually as **"Party"**.

下文中的红帽和合作伙伴两者共称为“双方”，单独称为“一方”。

**3. Affiliate Authorizations.** Partner's Affiliate(s) may only participate in the Program by entering into a separate Partner Agreement with Red Hat. **"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.

**3.** 关联公司授权。合作伙伴的关联公司仅能通过与红帽单独签署合作伙伴协议方可参与计划。“关联公司”是指拥有或控制一方、受一方拥有或控制、或者与一方共同受控或共同被拥有的实体，其中“控制”是指通过拥有投票权的证券方式，或者依据合同或其它方式，直接或间接拥有指导或促成指导一个实体经营管理和政策的权力。

**4. Program Fees.** Program fees, if applicable, will be as indicated in the appropriate Program Track Appendix(ices), and will be due and payable as set forth in such Track Appendix(ices), *Exhibit 1 - Payment Instructions*, and *Exhibit 2 - Country Unique Terms*.

**4.** 计划费用。计划费用（如适用）将在适当的计划渠道附约中说明，并且按照附录 1 - 付款说明，和附录 2 - 特定国家/地区条款，这些渠道附约的规定，计划费用是应支付的费用。

**5. Term.** This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Track Appendix(ices) (**"Term"**). The term of each Partner Track Appendix is independent of the term of any other Partner Track Appendix. **"Effective Date"** means the later of a) the date indicated on the Acceptance Notice; or b) the date Red Hat executed a hard copy of this Agreement (if applicable).

**5.** 协议期限。本协议从生效之日起，将一直延续到所有适用的计划渠道附约到期或终止（简称“协议期限”）。每个合作伙伴渠道附约的期限与其他任何合作伙伴渠道附约相互独立。“生效日期”指在以下日期中较晚的日期：**a)** 批准通知书指明的日期；或 **b)** 红帽签署本协议打印件的日期（如适用）。

**6. Program Changes.** Partner agrees to review the information provided on the Partner Center on a regular basis, including information regarding this Agreement, the applicable Track Appendix(ices),

**6.** 计划变更。合作伙伴同意定期检查合作伙伴中心提供的信息，包括与本协议、适用的渠道附约、计划指南以及上述内容变更相关的信息。红帽有权保留在任何时候修改渠道、计划费用以及计划的要求、收益和

Program Guides, and changes to any of the foregoing. Red Hat reserves the right, in its sole discretion and without any compensation to Partner, to change the Tracks, Program fees, as well as any requirements, benefits or other features of the Program at any time. Any such changes become effective seven (7) days from the date of the written notice, which, notwithstanding Sections 15.2 and 16, may take the form of publication on the Partner Center. If Partner does not consent to such changes, Partner may terminate the Agreement pursuant to Section 13.1 and/or the applicable Track Appendix(ices) pursuant to the terms for terminating such Track Appendix(ices).

其它特征的权利,且不会给予合作伙伴任何赔偿。任何此类变更在发出书面通知之日起七(7)日内有效,尽管第15.2节和第16节作出了规定,但是通知可以采取在合作伙伴中心发布公告的形式。如果合作伙伴不同意此类变更,合作伙伴可以依照第13.1节终止协议和/或依据终止此渠道附约的条款终止适用的渠道附约。

**7. Verifications.** During the Term and for at least three (3) years thereafter, Partner will keep and maintain commercially reasonable written records and accounts regarding Partner's use and distribution of the Red Hat Products and business activities related to the Program ("**Records**"). Red Hat may, at its own expense, verify such Records to determine Partner's compliance with this Agreement. Such verification may take the form of requests for information, documents or records (to which Partner shall respond appropriately), on-site visits (in respect of which Partner hereby grants the requisite access), or both. Partner agrees to act reasonably and to cooperate with Red Hat in relation to such verifications. Any on-site visit will occur during regular business hours at Partner's offices, and will not interfere unreasonably with Partner's business activities. For an on-site visit, Red Hat will give Partner at least ten (10) day's prior written notice of the date of each visit.

**7.** 核实。在协议期限内以及之后至少三(3)年内,合作伙伴必须保存和维护与以下内容相关的商业方面适当的书面记录和报告:合作伙伴使用和经销红帽产品以及与计划相关的商业活动(以下简称为“记录”)。红帽将自付费用对此类记录进行验证以确定合作伙伴是否遵守本协议的规定。此项验证将采取索取信息、文档或记录(合作伙伴应做出适当的回应),现场视察(因此合作伙伴特此授予其进行必需的相关访问),或者二者相结合的形式。合作伙伴同意采取适当措施,配合红帽开展此类核实活动。所有的现场视察都将于正常工作时间在合作伙伴的办公室进行,且不会不合理地干扰合作伙伴的商业活动。对于每次现场视察,红帽都将在访问之日前至少十(10)天向合作伙伴发出书面通知。

**8. Trademarks**

**8. 商标**

**8.1** As used in this Agreement, the term "**Red Hat Marks**" means the trademarks owned by Red Hat, Inc. or a Red Hat Affiliate that are set forth in the applicable Track Appendix(ices) and correspond to Partner's membership level(s). Red Hat, Inc. grants Partner a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of the Red Hat Products as permitted in this Agreement, without the right to sublicense. Any other use of the Red Hat Marks is not permitted under this Agreement.

**8.1** 本协议使用的术语“红帽商标”指的是红帽公司或红帽关联公司拥有的商标,这些商标在适用的渠道附约中作出了规定并与合作伙伴的会员级别相对应。红帽公司授予合作伙伴在区域范围和协议期限内具有非排他性的、不可转让的、无特许使用费的、可撤销的许可权,许可合作伙伴仅在本协议允许的红帽产品市场推广和分销活动中使用红帽商标;合作伙伴没有分许可权。根据本协议,不得将红帽商标用于任何其它用途。

**8.2** Partner agrees to use the Red Hat Marks only as stated in this Agreement and the applicable Track

**8.2** 合作伙伴同意仅按照本协议和适用的渠道附约的规定使用红帽商标,且在使用过程中遵守红帽公司制定的质量标准。合作伙伴同意,除非本协议已规定,否

Appendix(ices), and in doing so, to follow the standards of quality established by Red Hat, Inc. Partner agrees not to use the Red Hat Marks in combination with any other trade name, trademark or service mark, except as stated in this Agreement, without the prior written approval of Red Hat, Inc. Red Hat reserves the right, in its sole discretion, to terminate this Agreement in the event of any misuse by Partner of any Red Hat Mark.

**8.3** Partner agrees to adhere to the trade mark usage guidelines found at <http://www.redhat.com/about/companyprofile/trademark/> (the “Red Hat Trademark Guidelines”) for the depiction of the Red Hat Marks. Upon Red Hat’s request, Partner will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including marketing, advertising and promotional materials. If Red Hat determines that Partner is using the Red Hat Marks improperly, and/or in connection with goods or services not covered under this Agreement, Red Hat will notify Partner, and Partner will remedy the improper use within two (2) business days following receipt of such notice from Red Hat. Use of the Red Hat Marks on good or services other than as covered under this Agreement or in a manner inconsistent with the *Red Hat Trademark Guidelines*, shall constitute material breach of this Agreement. If such material breach has not been cured within two (2) business days following receipt of notice from Red Hat, Red Hat shall, notwithstanding Section 13.1, have the right to immediately terminate this Agreement.

**8.4** All goodwill created by the uses of the Red Hat Marks by Partner is created for the sole benefit of, and accrues to Red Hat. For the avoidance of doubt, Partner acquires no right, title or interest in the Red Hat Marks or the goodwill associated with them, other than the right to use the Red Hat Marks according to this Agreement. In accepting this Agreement, Partner acknowledges Red Hat’s ownership of the Red Hat Marks, their validity and the goodwill connected with the Red Hat Marks. Partner will not attack the Red Hat Marks, nor assist any one in attacking them. Partner agrees not to make any application to register the Red Hat Marks or any domain names containing the Red Hat Marks, and not to use any trade name, service mark or derivation that is confusingly similar to any of the Red Hat Marks during or after the Term of this Agreement. At the request of Red Hat, Partner will execute any papers or documents reasonably

则，在事先未获得红帽公司书面批准的情况下，不得将红帽商标与任何其它商号、商标或服务标识结合使用。如果发生合作伙伴滥用任何红帽商标的情况，红帽将全权保留终止本协议的权利。

**8.3** 合 作 伙 伴 同 意 遵 守 <http://www.redhat.com/about/companyprofile/trademark/> 中描述的红帽商标的商标使用准则（简称为“红帽商标准则”）。如若红帽提出要求，合作伙伴应向红帽提供包括营销、广告和促销材料在内的任何材料中具有代表性的红帽商标使用范例。如果红帽确定合作伙伴没有恰当使用红帽商标，和/或与本协议中并未涵盖的商品或服务结合使用，红帽将通知合作伙伴，合作伙伴应在收到此通知后的两 (2) 个工作日内纠正不恰当的使用行为。将红帽商标用于本协议未涵盖的商品或服务，或红帽商标的使用方式不符合红帽商标准则的规定，则构成严重违反本协议的行为。如果在收到红帽通知后两 (2) 个工作日内未能纠正此类严重违约行为，尽管第 13.1 节已有规定，红帽公司将有权立即终止本协议。

**8.4** 合作伙伴使用红帽商标赢得的所有商誉必须仅为红帽公司创造并增加利益。为了避免疑义，除了本协议规定合作伙伴具有使用红帽商标的权利之外，合作伙伴未获得红帽商标的任何权利、所有权或权益，或与红帽商标相关的商誉。一旦接受本协议，合作伙伴即承认红帽对红帽商标的所有权，其合法性以及与红帽商标相关的商誉。合作伙伴不得攻击，也不得协助任何人攻击红帽商标。合作伙伴同意不提交任何注册红帽商标，或包含红帽商标在内的任何域名的申请，不在本协议期限内或期限后，使用任何容易造成混淆的与红帽商标相似的商号、服务标识或衍生物。如果红帽要求，合作伙伴应签署任何保护红帽商标权利而合理必需的文件，并签署或提交任何红帽合理要求的其他此类文件。一旦本协议终止或到期，合作伙伴的红帽商标使用权将立即终止；合作伙伴必须立即停止使用红帽商标。如果合作伙伴了解到任何（可能或实际发生的）侵害红帽知识产权的行为，应立即以书面形式通知红帽。本协议终止或到期后，本节规定依然生效。

necessary to protect the rights of Red Hat in the Red Hat Marks and will execute and deliver such other documents as may be reasonably requested by Red Hat. The right of Partner to use the Red Hat Marks will cease immediately upon the termination or expiration of this Agreement, and Partner must immediately discontinue use of the Red Hat Marks. If Partner becomes aware of any (possible or actual) infringement of the intellectual property rights of Red Hat it will immediately notify Red Hat in writing. This Section will survive termination or expiration of this Agreement.

**8.5** Partner agrees that when using the Red Hat Marks, including the Shadowman logo, in any advertising, promotional material or on its website to include the following notice: "[Name of Red Hat trademark] is a registered trademark of Red Hat, Inc., in the U.S. and other countries. Used under license."

**8.6** **Packaging.** Partner will not change or alter packaging that houses Red Hat Products, including the graphic design appearing on such packaging or any labeling, words, logos, trademarks, pictures and collateral or other representations that appear on such packaging ("**Packaging**"). An alteration or change to Packaging includes, without limitation: (i) the application or attachment to Packaging of any material (e.g., labels, notes, seals, stamps, manuals, booklets, brochures, software packages, computer programs, compact discs, digital versatile discs, tapes, manuals and toys); and (ii) the marking of Packaging in any way. Any alteration or change to Packaging must be expressly authorized in writing by Red Hat, which authorization may be withheld or granted in Red Hat's sole discretion.

**9. Additional Restrictions**

**9.1** Red Hat reserves all rights not expressly granted in this Agreement and Partner will make no utilization of the Red Hat Products for the benefit of any other person or entity, including, but not limited to, acting as a service bureau, or permit any third party to make such utilization, and Partner will have no other rights or licenses with respect to the Red Hat Products not expressly granted herein (including rights under any trademarks, copyrights, patents, or other intellectual property of Red Hat).

**9.2** Without limiting the generality of Section 9.1 above, Partner agrees: (i) not to modify the Red Hat

**8.5** 合作伙伴同意：在任何广告宣传、促销材料或其网站上使用红帽商标（包括 Shadowman 标识）时，使用以下公示：“[红帽商标名] 是红帽公司在美国及其它国家的注册商标。根据许可使用。”

**8.6** 包装。合作伙伴不能更改或变更红帽产品的包装，包括在此类包装上出现的装帧设计或任何标签、文字、标识、商标、图片和附属品，或此类包装上出现的其它表述（以下简称为“包装”）。对包装的变更或更改包括，但不限于：(i) 将任何材料（例如，标签、记号、封印、图章、手册、小册子、说明书、软件包、计算机程序、光盘、DVD、磁带、手工制品与玩具等）应用或附着到包装上；以及 (ii) 任何方式的包装标记。变更或更改包装必须得到红帽的明确书面授权，而且此项授权必须经由红帽全权决定拒绝或授予。

**9. 其它限制**

**9.1** 红帽保留本协议中未明确授予的所有权利；合作伙伴不得利用红帽产品为任何其他人或实体牟利，包括但不限于，以服务商的身份操作，或允许任何第三方进行此类使用。除了本协议明确授予的权利以外，合作伙伴没有任何其它与红帽产品相关的权利或许可权（包括商标权、版权和专利等权利，以及红帽其他的知识产权）。

**9.2** 在不限制上面第 9.1 节一般原则的情况下，合作伙伴同意：(i) 不以任何 未经批准 的方式修改红帽产品；

Products in any **unapproved** manner; and (ii) not to use the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Track Appendix(ices) or by any applicable law. Should Partner desire to use the Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Track Appendix(ices), Partner agrees to pay the applicable subscription fee for all periods of use.

并且 (ii) 不以任何本协议不允许的方式使用红帽产品，或将红帽产品用于任何本协议不允许的目的，包括，但不限于：用于合作伙伴自己内部或生产用途，除非适用的渠道附约或任何适用的法律明确准许。如果合作伙伴希望将红帽产品用于适用渠道附约未明确规定的合作伙伴内部或生产用途，合作伙伴同意为所有的使用阶段支付适当的订约费。

**10. Intellectual Property.** Partner acknowledges and agrees that all trademark, copyright, patent, trade secret and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement.

**10.** 知识产权。合作伙伴承认并同意：尽管本协议中使用“购买”、“出售”或类似术语，在协议双方中，世界各地红帽产品中或与之相关的商标、版权、专利、商业秘密和所有其它知识产权和行业产权，包括精神权利，及所有的申请、临时申请、登记注册、续约和延期，以及所有相关的商誉（现在或将来），均为红帽或其许可人所有或授权予红帽或其许可人。

**11. No Warranties, Limitation of Liability, Disclaimer of Damages, and Insurance and Indemnity**

**11.** 无担保声明、责任限制、损害免责声明以及保险与赔偿

**11.1 No Warranties.** EXCEPT AS OTHERWISE SET FORTH IN *EXHIBIT 2 - COUNTRY UNIQUE TERMS FOR PARTNERS IN CERTAIN COUNTRIES*, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products in connection with the distribution of the Red Hat Products or otherwise.

**11.1** 无担保声明。除附录 2 - 特定国家/地区条款规定之外，对于某些国家/地区的合作伙伴，在适用法律允许的最大范围内，红帽产品将按“原样”提供，而不提供任何形式的担保和条件，包括有关适销性、非侵权性及适合特定目的的默示保证。合作伙伴不能代表红帽公司就红帽产品做出任何与红帽产品经销或其他方面相关的声明或担保。

**11.2 Limitation of Liability.** EXCEPT AS OTHERWISE SET FORTH IN *EXHIBIT 2 - COUNTRY UNIQUE TERMS FOR PARTNERS IN CERTAIN COUNTRIES*, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY

**11.2** 责任限制。除了附录 2 - 特定国家/地区条款对某些国家的合作伙伴另有规定外，在任何情况下，红帽及其关联公司因本协议或本协议下任何采购文件引起或与之相关而向合作伙伴承担的全部与累积的责任，包括但不限于履行或不履行义务，无论是何种行为动机，无论是基于合同、侵权（包括但不限于过失）、成文法，或其他情况，将仅限于直接损失，并且不超过合作伙伴按照本协议规定在第一次引发责任的事件发生前十二 (12) 个月内支付给红帽的总金额，或者 5,000.00 美元，取二者中金额较高者。前述责任限制不适用于针对由红帽或其雇员的疏忽造成的人身伤

PROCUREMENT DOCUMENT HEREUNDER, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE TOTAL AMOUNT PAID TO RED HAT BY PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY OR U.S. \$5,000.00, WHICHEVER IS HIGHER. THE FORGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.

害（包括死亡）以及个人有形资产损坏的索赔。

**11.3 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY PROCUREMENT DOCUMENT HEREUNDER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE SET FORTH IN *EXHIBIT 2 - COUNTRY UNIQUE TERMS* FOR PARTNERS IN CERTAIN COUNTRIES, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**11.3** 损害免责声明。即使存在与本协议或本协议中的采购文件相反的规定，在适用法律允许的最大范围内，除了适用于某些国家/地区合作伙伴的附录 2 – 特定国家/地区条款另有规定以外，在任何情况下，协议任何一方或其关联公司都无须针对以下索赔向另一方或其分公司做出赔偿：任何基于第三方权利要求的索赔；任何偶然的、附带的、特殊的、间接的、惩戒性或惩罚性的损害赔偿，无论由侵权行为、合同或其他情况引起；或由于以下原因引起或与以下原因有关的损害：故障、延迟、数据丢失、利润损失、存款损失、服务中断、经营亏损或预期利润损失，即使一方或其关联公司已被告知可能出现此类损害赔偿。

**11.4 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated hereunder. The premiums in respect of the policies of insurance referred to in this Section 11.4 shall be the responsibility of Partner. Partner will provide Red Hat certificates of insurance for all such

**11.4** 保险与赔偿。在协议期限内和之后的两 (2) 年内，合作伙伴应当自费向信誉好的保险公司购买并一直保留适当、足够的商业综合责任保险，以对合作伙伴根据本协议计划进行的活动投保。与本第 11.4 节所提及的保险单相关的保险费应由合作伙伴负责支付。合作伙伴应在本协议签署时向红帽公司提供所有此类保险范围的保险凭证，以保证红帽公司有权在保险单范围、背书和限制条件任何变更生效前至少三十 (30) 天内，收到保险公司的书面通知。合作伙伴应对因合作伙伴履行或不履行本协议导致或引起的任何及所有的责任、损失、开支、损害赔偿或开销，包括合理的代理律师费、诉讼律师费或法律费用和开支，对红帽公司进行赔偿并使红帽公司免受损害。



insurance coverage upon execution of this Agreement, which will give Red Hat the right to receive written notice from the insurance carrier of any change in policy coverage, endorsements or limits at least thirty (30) days before such change takes effect. Partner will indemnify and hold harmless Red Hat from and in relation to any and all liability, loss, costs, damages or expense, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of Partner's performance or non-performance under this Agreement.

## 12. Publicity and Confidentiality

**12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder) without the prior written consent of Red Hat. Red Hat will be permitted to reference its relationship with Partner, including during Red Hat's earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities, and in regulatory filings.

**12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it utilizes to protect its own confidential information, but in no event less than reasonable care. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "**Confidential Information**" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or by the nature of the information or the circumstances surrounding its disclosure would reasonably be considered confidential. Confidential Information does not include information that (a) is already known to the receiving Party at the time it is disclosed and has not been obtained wrongfully, (b) becomes known publicly without fault of the receiving Party, (c) is independently developed by the receiving Party, (d) is approved for release in writing by the disclosing Party, (e) is disclosed without restriction by the disclosing Party to a third party, or (f) is disclosed

## 12. 公开性与保密性

**12.1** 公开性。未经红帽公司事先书面同意，合作伙伴应对本协议条款（包括协议规定支付的费用）**保密**，不得向第三方透露、出售或宣传。红帽应被允许提及与其与合作伙伴的关系，包括在红帽业绩电话会议，与分析师讨论，与媒体会面，客户情况介绍，一般性营销活动以及法定申报的过程中。

**12.2** 保密信息。协议双方同意：本协议规定的保密信息应秘密保存和保留；每一方至少应以保护自己的保密信息同样的谨慎态度保护此类保密信息，但任何情况下都不得低于合理程度的谨慎。保密信息只能披露给有必要知晓保密信息的关联公司、员工、代理人 and 承包商及一方的审计人员和法律顾问，**条件是：在任何情况下，他们都必须遵守书面义务协定，按照严格程度不低于本协议要求的保密标准保存此类机密信息。**“**保密信息**”指任何一方在协议期限内向对方披露的所有信息和材料，这些信息或材料或被标明为保密信息，或根据信息的本质或披露的环境被合理地认为是**保密信息**。保密信息不包括以下信息：(a) 披露时接受方已经知晓，但并不是通过不恰当途径获得的信息；(b) 非因接受方的过错而为公众知晓的信息；(c) 由接受方独立开发的信息；(d) 由披露方以书面形式批准发布的信息；(e) 披露方对不受限制的第三方披露的信息；或 (f) 非披露方和接受方所能控制的、根据法定义务或监管义务必须披露的信息。双方同意在**特定保密信息初次披露后两 (2) 年内**承担保密义务。

pursuant to legal or regulatory obligations beyond the control of the disclosing and receiving Parties. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.

### 13. Termination

**13.1 Termination by Red Hat or Partner.** Red Hat or Partner may (without prejudice to any other right or remedy) terminate this Agreement or any Track Appendix (and Partner's participation in such Track) (a) for any reason at any time upon thirty (30) days prior notice in writing to the other Party; or (b) at any time upon notice in writing to the other Party if the other Party is in material breach of any obligation thereunder and (in the case of a remediable breach) fails to remedy the breach within fifteen (15) days of being requested in writing to do so unless a shorter cure period is otherwise stipulated under this Agreement or in the applicable Track Appendix(ices), provided, however, that no such cure period will be required for a breach of Sections 8 or 12 hereof or any other breach that cannot be reasonably cured. Termination of this Agreement shall not affect any pre-existing agreements between the Parties, nor any End User Enterprise Agreement. **"Enterprise Agreement"** shall be as defined in the applicable Track Appendix(ices).

**13.2 Effect of Agreement Termination or Expiration.** Termination or expiration of this Agreement for any reason will immediately terminate Partner's participation in the Program, including all applicable Tracks and eligibility to the Program benefits. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication and advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale and distribution of the Red Hat Products; (iii) cease all use of the Red Hat Marks, (iv) return or destroy, at Red Hat's option, all printed materials containing such Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration; provided, however, that Partner will be entitled to sell any of its inventory of Red Hat Products for which Red Hat has been fully

### 13. 终止协议

**13.1** 由红帽或合作伙伴终止协议。红帽或合作伙伴（在不损害任何其他权利或救济的情况下）可以在以下情况下终止本协议或任何渠道附约（以及合作伙伴参与该渠道的活动）：**(a)** 以任何理由在给对方提前三十**(30)** 天书面通知后的任何时间；**或 (b)** 如果对方严重违反本协议或附约中的任何义务而且（在违约可以补救的情况下）在书面要求补救后未能在十五**(15)** 天内对违约进行补救时，以书面形式通知该方后的任何时间，除非本协议或适用的渠道附约另行规定更短的纠正时间（但对违反第**8** 和**12** 节条款以及任何其他无法合理补救的违约行为没有规定补救时间）。本协议的终止不应影响双方之前存在的协议，也不应影响到最终用户企业协议。“企业协议”在适用的渠道附录中定义。

**13.2** 协议终止或到期的效力。本协议无论因何种原因终止或到期，都将立即结束合作伙伴对计划的参与，包括所有适用的渠道以及获得计划收益的资格。终止或到期后，合作伙伴应当立即 **(i)** 停止提及自己为红帽合作伙伴，或与计划相关的任何其他称号，并停止在任何交流活动和广告宣传中使用这些称号；**(ii)** 在适用的范围内，停止对红帽产品的所有推广、展示、销售和经销；**(iii)** 停止对红帽商标的所有使用；**(iv)** 根据红帽公司的选择，退回或销毁所有包含红帽商标的印刷材料，包括所有文件和宣传推广材料；以及 **(v)** 在终止或到期后十五**(15)** 天内汇出欠红帽的所有费用；**但是**，合作伙伴将有权销售已经完全支付红帽货款的库存红帽产品，并且须完成在终止或到期之日未完成的合作伙合同。除本协议以下章节规定的责任义务以外，双方在本协议和适用渠道附约下的所有权利和义务都将立即终止：第**7**、**11-12**、**13.2** - **13.3**、**14**、**15.1** - **15.2**、**15.5** 和 **16** 节，合作伙伴所有的支付义务，以及与附录和适用的渠道附约中的放弃由陪审团审理的权利相关的规定在终止或到期后仍将生效。只要最终用户继续遵循适用的企业协议规定，就合作伙伴经销的任何红帽产品与最终用户在终止或到期前签订的企业协议将依据协议条款继续生效。本协议的终止不会促使本协议下任何特殊投标或其他采购文件终止。在本协议终止时，本协议的条款和条件将在保证特殊投标或其他采购文件有效的范围

paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and the applicable Track Appendix(ices) will terminate immediately, except that the such obligations under Sections 7, 11-12, 13.2 - 13.3, 14, 15.1 - 15.2, 15.5, and 16 hereof, any Partner payment obligations, and any provision regarding waiver of jury trial in the Exhibits or applicable Track Appendix(ices) hereto, will survive such termination or expiration. Enterprise Agreements with End Users for any Red Hat Products distributed by Partner prior to termination or expiration will survive in accordance with their terms, provided that the End Users continue to comply with the applicable Enterprise Agreement. Termination of this Agreement will not operate to terminate any special bid or other Procurement Document under this Agreement and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any special bid or other Procurement Document in effect at the time of termination of this Agreement and until such time as the special bid or other Procurement Document expires.

内完全有效，直至特殊投标或其他采购文件到期。

**13.3 No Compensation.** In the event of a termination or expiration of this Agreement, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee of present or prospective sales, investments, compensation or goodwill. To the extent permitted by applicable law, Partner, for itself and on behalf of each of its employees, hereby waives any rights which may be granted to it under the laws and regulations of any jurisdiction or otherwise which are not granted to it or them by this Agreement. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

**13.3** 无赔偿责任。在本协议终止或到期的情况下，红帽不承担任何对合作伙伴（因红帽严重违反本协议必须赔偿合作伙伴的情况除外）或合作伙伴的任何员工的赔偿或任何形式的损害赔偿（无论是否是合作伙伴或其员工造成的当前或预期销售损失，投资损失，赔偿或商誉等原因引起的）责任。在适用法律允许的最大范围内，合作伙伴为其自身并代表其每一位员工在此放弃任何司法辖区的法律法规赋予的、但是本协议没有授予的任何权利。合作伙伴特此负责赔偿合作伙伴的任何雇员、代理人或代表依据任何适用的解约、终止、劳动、社会保障、社会保险或其它法律法规提出的所有索赔、成本费用、损害和责任等，并且不使红帽受到任何损害。

**14. Certain Remedies.** The parties agree to make a good faith effort to amicably resolve any problem before commencing any proceeding (except where urgent injunctive relief is sought).

**14.** 特定补救措施。双方同意在开始任何行动之前（寻求紧急指令性救济的情况除外）通过真诚的努力，以友好的方式解决任何问题。

**15. General Provisions**

**15.1 Governing Law.** Choice of law and venue for this Agreement will be as set forth in Exhibit 2 - Country Unique Terms. To the extent their exclusion is permissible, the terms of the United Nations Convention on Contracts for the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the Agreement.

**15.2 Notices.** Notices and communications under this Agreement must be in English, 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: For Partner: the address/fax number indicated on the Application or at such other address as may be communicated by Partner to Red Hat in writing; For Red Hat, unless otherwise provided in *Exhibit 3 - Red Hat Notice Addresses* or at such other address as may be communicated by Red Hat to Partner in writing: Red Hat, Inc., 1801 Varsity Drive, Raleigh, North Carolina 27606; Facsimile: +1 (919) 754-3704. Any notice or communication from Partner to Red Hat will also include a copy sent to General Counsel, Red Hat, Inc., 1801 Varsity Drive, Raleigh, North Carolina 27606; Facsimile: +1 (919) 754-3704.

**15.3 Compliance with Law and Export Controls**

**15.3.1** Partner will be the importer of record of the Red Hat Products into the countries in which it sells and will be responsible for (a) compliance with all applicable laws, regulations and legal requirements; (b) paying all import duties or tariffs; and (c) obtaining any regulatory approvals and import licenses required by any applicable law.

**15.3.2** Partner will comply with all laws and other regulations that apply to it. Partner will also comply with the U.S. Foreign Corrupt Practices Act ("FCPA"). One of the things the FCPA prohibits is giving anything of value, directly or indirectly, to a "government official" in order to influence his or her official actions. For purposes of the FCPA, "government official" includes employees of government-owned or government-controlled companies, public international organizations, political parties, and candidates for political office. Partner will not permit its resellers or partners to do anything that would violate this Section of the

**15. 总则**

**15.1 适用法律。**本协议所选法律和审判地点在附录 2 – 特定国家/地区条款中有所规定。在排除情况允许的范围内，联合国国际货物销售合同公约的条款将不适用于本协议，即便该法律采用了管辖本协议的法律所属国家/地区的部分国内法内容。

**15.2 通知。**本协议下的通知和通信必须采用书面形式以英文进行，并在以下情况下被视为已经给予通知：亲手递交或使用能够对以下目的地实际确认的方法递送后五 (5) 天内：对于合作伙伴：申请书上注明的地址/传真号或合作伙伴可用于和红帽进行书面通信的其它地址；对于红帽，除非附录 3 – 红帽通知地址中另有说明，否则红帽将通过如下其它地址与合作伙伴进行书面通信：Red Hat, Inc., 1801 Varsity Drive, Raleigh, North Carolina 27606；传真：+1 (919) 754-3704。合作伙伴致红帽的通知或通信都应有一份副本发送到以下地址：General Counsel, Red Hat, Inc., 1801 Varsity Drive, Raleigh, North Carolina 27606；传真：+1 (919) 754-3704。

**15.3 遵守法律和出口管理规定**

**15.3.1** 合作伙伴将是进口红帽产品并在所销售的国家/地区进行海关登记的进口商，并且负责 (a) 遵守所有适用的法律、法规和法律要求；(b) 支付所有的进口关税；并(c) 获得任何适用法律要求的监管审批和进口许可证。

**15.3.2** 合作伙伴将遵守所有对其适用的法律和其它法规。合作伙伴还必须遵守美国反海外腐败法 (FCPA)。FCPA 禁止的活动之一是：向“政府官员”直接或间接赠送任何有价值的东西，以影响其公务活动。对 FCPA 而言，“政府官员”包括以下组织的雇员：政府所有或者政府控制的公司、国际公共组织、政党以及政治部门候选人。合作伙伴不得允许其分销商或合作伙伴从事任何违反本协议本节规定的活动。没有红帽公司的事先书面批准，合作伙伴的重要股东、所有人、合作伙伴、高级职员或董事不得成为或将成为政府官员。如果红帽认为合作伙伴已经或可能会违反本节规定，红帽将立即终止本协议，或停止履行其义务（包括付款，如适用），而不对合作伙伴承担任何责任。

Agreement. None of Partner's significant shareholders, owners, partners, officers, or directors is or will become a government official without Red Hat's prior written approval. If Red Hat believes that Partner has breached or may breach any of the provisions of this Section, Red Hat can immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.

**15.3.3** Partner agrees that it will not re-export the Red Hat Products or any other technical data received from Red Hat except as permitted by the laws and regulations of the United States of America ("U.S.") and the laws and regulations of the jurisdiction in which Partner obtained the Red Hat Products or other technical data or that are otherwise applicable. Without limiting the foregoing, Partner will comply with applicable U.S. export laws, regulations and legal requirements. Partner acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data, including software, of U.S. origins.

**15.3.4** As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Red Hat Products are subject to export controls under the U.S. Commerce Department's Export Administration Regulations ("EAR"); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations (presently, this includes Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria); (c) will not export, re-export or transfer the Red Hat Products to any prohibited destination, entity or individual without the necessary export license(s) or authorizations(s) from the U.S. Government; (d) will not use or transfer the Red Hat Products for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license; (e) understands and agrees that if it is in the U.S. and exports or transfers the Red Hat Products to eligible End Users, it will, as required by EAR Section 741.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry & Security, which include the name and address (including country) of each transferee; and (f) understands that countries other than the U.S. may restrict the import, use or export of encryption products and that it will be solely responsible for compliance with any such import, use, or export restrictions.

**15.3.3** 合作伙伴同意其不会再出口红帽产品或再出口从红帽收到的任何其它技术数据，除非美利坚合众国（简称为“美国”）法律和法规和合作伙伴获得红帽产品或其它技术数据所在的管辖区的法律法规允许，或者另有其它适用的法律。在不限上述条款的条件下，合作伙伴应遵守适用的美国出口法律、法规和法律要求。合作伙伴承认：美国的法律法规可能会限制美国原产的包括软件在内某些商品和技术数据的出口和再出口。

**15.3.4** 按照美国法律的要求，合作伙伴声明并保证其：(a) 了解根据美国商务部《出口管理条例》(EAR)，部分红帽软件受出口管制；(b) 不在上述《出口管理条例》或美国制裁措施所辖的任何被禁止的目的国（当前这些国家有古巴、伊朗、伊拉克、利比亚、朝鲜、苏丹及叙利亚）境内，(c) 未经美国政府必需的出口许可或授权，不会向任何被禁目的地、实体或个人出口、再出口或转让红帽产品，(d) 除非由美国政府通过法规授权或经任何特别许可，不得将红帽软件用于任何敏感的核能、化学或生物武器或导弹技术的最终使用目的，也不会将之转让给他人用于此类目的，(e) 理解并同意，如果其在美国境内向符合要求的最终用户出口或转让红帽产品，则必须按上述《出口管理条例》第 741.17 (e) 条的规定，每半年向美国商务部的行业安全局提交报告，说明各受让人的姓名、地址（包括所属国/地区）等情况，且 (f) 理解美国以外的其它国家/地区可能会限制加密产品的进口、使用或出口，理解自己必须全权负责遵守这些进口、使用或出口限制。

- 15.3.5** Partner will not export any Red Hat Product to a third party or to an Affiliate that is located in a country that is engaged in boycotting activities not sanctioned by the U.S. and will not make any sale that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 15.3.5** 合作伙伴不得将任何红帽产品出口到位于参与抵制活动但没有被美国制裁的国家/地区的关联公司；而且不得从事美国反抵制法 (50 USCA 2407, Part 760) 规定的任何销售。
- 15.3.6** To the extent required by law or to protect the rights of Red Hat, Partner will register this Agreement, at its expense, with any governmental authority requiring such registration, or with which registration is advisable, provided that Red Hat will have the right to review and approve any application for registration prior to its submission to any governmental authority. At Red Hat's option, Red Hat may obtain such registration in its own name. At Red Hat's request, Partner will withdraw any application or registration of this Agreement that it has filed.
- 15.3.6** 在法律允许的范围内，并且为了保护红帽的权利，合作伙伴应自费向要求此类注册的政府部门或建议注册的部门注册本协议，但红帽有权利在注册申请提交到政府部门之前对其进行检查和批准。根据红帽的选择，红帽可以用自己的名称获得此注册。应红帽的要求，合作伙伴应撤回其已经提交的任何申请或本协议的注册。
- 15.4** **No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be wholly void and invalid, assignee will acquire no rights whatsoever, and Red Hat will not recognize, nor will Red Hat be required to recognize, the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation.
- 15.4** 不得转让。只有在获得红帽的事先书面同意后，合作伙伴方可转让本协议。任何事先未得到红帽公司的书面同意由合作伙伴进行的转让将完全无效。受让人得不到任何权利，红帽公司不会承认，而且也无法要求红帽公司承认该转让。在事先未获得合作伙伴批准的情况下，红帽公司可以转让其在本协议下的任何或所有权利，并委托或更新其在本协议下的部分或全部义务。应红帽公司的要求，为了使上述转让或更新生效，合作伙伴应签署合理要求的文件或文档。
- 15.5** **Independent Contractor.** Partner is an independent contractor for all purposes, without express or implied authority to bind Red Hat. Neither Partner nor its employees, agents or subcontractors are entitled to any employee benefits of Red Hat. Partner will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall (except as expressly provided) be deemed to constitute a partnership, or create a relationship of principal and agent between the Parties for any purpose.
- 15.5** 独立承包商。就所有方面而言，合作伙伴是独立的承包商，没有约束红帽的明确或暗示的授权。无论是合作伙伴，还是其员工、代理或分包商，都无权享有红帽的员工福利。合作伙伴将负责支付开展其业务发生的所有附带的成本和开销。本协议中任何内容都不能视为构成一种合伙关系，或双方之间为了某种目的而建立的委托人和代理人关系（除非明确规定）。
- 15.6** **Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. In the event of
- 15.6** 不可抗力。对于因自然灾害、战争、暴乱、罢工、火灾、洪水、地震、政府限制、恐怖行为或其它超出一方合理控制的原因而造成的不履行或延迟，任何一方都不必承担责任。如果发生上述任何一种情况，协议履行日期延迟的时间要与耽误的时间相等。一旦发生上述事件或情况，受影响的一方应立即以书面的形

the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. The affected Party will notify the other in writing of such events or circumstances promptly upon their occurrence.

**16. Miscellaneous.** a) All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. b) If 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. c) The delay or failure of either Party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the Party against whom such waiver or forfeiture is sought to be enforced. d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are merged herein. In the event of a conflict between this Partner Agreement and the applicable Track Appendix(ices), Program Guide(s) or any other Program literature, the terms of this Partner Agreement will prevail. e) Except as otherwise provided in Section 6, this Agreement may not be amended, supplemented or modified except by written instrument signed by authorized signatories of the parties hereto, which instrument makes specific reference to this Agreement. g) This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties. h) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement.

式通知另一方。

**16.** 其余事项。 a) 本协议中所有的标题均是为识别与方便起见而插入，不能因出于解释目的而将其视为本协议的一部分。 b) 如果本协议的任何规定由于任何原因被视为无效或无法执行，但经过适当的修改以后，会成为有效或可执行的规定，那么，此规定在经过必要的修改之后便具备有效性和可执行性。如果此规定不能如此修改，则双方一致认为该类无效性不会影响本协议其他规定的有效性。 c) 任何一方延迟或无法行使本协议下的任何权利不会构成或被认为是放弃或丧失这些权利。除非执行弃权或丧失的一方的授权代表以书面形式签署确认，否则任何弃权都是无效的。 d) 本协议将构成对本协议主题事项的全部条款和条件，无论采购订单或合作伙伴使用的其它文件（包括本协议生效日以后的文件）中是否包含不同或额外的条款。本协议包含了双方就本协议中的交易所达成的最终、完整且唯一的协议表述；先前有关本协议主题所达成的一切书面协议，以及先前或同时达成的一切口头协议，特此全部纳入本协议。如果本合作伙伴协议与适用的渠道附约、计划指南或任何其它计划文件发生冲突，以本合作伙伴协议的条款为准。 e) 除了第6节另有规定之外，非经本协议双方授权的签字人签署书面文件不得修正、增补或修改本协议，该书面文件特别参阅本协议。 g) 本协议可以副本形式签署，每份副本均视为原件，且所有副本共同构成一份相同的文件。双方可通过传真交换签字页，且该签字可以有效地约束双方。 h) 双方承认其已经审查并参与了本协议条款的制定。而且，双方约定：在本协议的解释和推定过程中，不使用任何不利于起草方而解决含糊不清条款的解释规则。 i) 本协议起草、商榷和签署均使用英文，英文是本协议的主导语言。

Furthermore, the parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement. i) This Agreement has been prepared, negotiated and signed in English, and English is the controlling language of this Agreement.

**17. Authorized Signatures**

In certain countries, a hard copy of this Agreement must be signed by authorized representatives of Partner and Red Hat. For this reason, Partners who are incorporated in or maintain their principal place of business in any country listed in *Exhibit 4 - Countries Requiring Signature* must print a copy of this Agreement and a person authorized to enter into this Agreement on Partner's behalf must sign the Agreement in the space provided below. The Partner should then submit ALL PAGES of the signed Agreement by email or fax using the information provided below to facilitate Red Hat countersignature. If the country in which Partner is incorporated or maintains its principal place of business is NOT listed in *Exhibit 4 - Countries Requiring Signature*, Partner may assent to this Agreement either by a) accepting this Agreement in an on-line transaction at the Partner Center or b) signing a hard copy of this Agreement and forwarding it to the appropriate Red Hat regional offices provided in *Exhibit 4 - Countries Requiring Signature*. Partners in North America are NOT required to submit a hard copy of the signed Agreement. However, Partners in North America who wish to submit a hard copy of the signed Agreement may submit ALL pages to [nacontracts@redhat.com](mailto:nacontracts@redhat.com) or fax or mail a hard copy to +1 (919) 754-3729 Red Hat, Inc. 1801 Varsity Drive, Raleigh, NC 27606.

**17. 授权签字**

在某些国家/地区，合作伙伴和红帽公司的授权代表必须签署本协议的打印件。鉴于此原因，在附录 4 - 需要签署协议的国家/地区中列出的国家/地区成立公司，或其主要经营地点位于这些国家/地区的合作伙伴必须打印一份本协议，经授权代表合作伙伴签订本协议的人员必须在下面的签名处签署本协议。之后，合作伙伴应通过电子邮件或传真，并利用以下便于红帽会签的信息，将已签署协议的所有纸页提交给红帽。如果合作伙伴成立的公司或其主要经营地点所在的国家/地区没有在附录 4 - 需签署协议国家/地区列出，那么合作伙伴可通过以下方式同意本协议：a) 在合作伙伴中心通过在线处理方式接受本协议；b) 签署本协议的打印件，并转交给附录 4 - 需签署协议的国家/地区中提供的红帽公司地区办事处。北美的合作伙伴无需提交已签署协议的打印件。但是，如果北美的合作伙伴希望提交已签署协议的打印件，可以将协议所有内容提交至 [nacontracts@redhat.com](mailto:nacontracts@redhat.com)，或将打印件传真或邮寄至以下地址：+1 (919) 754-3729 Red Hat, Inc. 1801 Varsity Drive, Raleigh, NC 27606。



IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement by its duly authorized representatives

鉴此，本协议各方已经通过其授权代表签署本协议，以昭信守。

**Partner**

合作伙伴

*(Enter your company's full name in the space provided below.)*

(在下面的空白处输入贵公司的全称)

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
授权签字

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
职务

**Date** \_\_\_\_\_

**日期** \_\_\_\_\_

**Red Hat, Inc.**

红帽公司

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
授权签字

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
职务

**Date** \_\_\_\_\_

**日期** \_\_\_\_\_

**Other Red Hat entity (if applicable)**

其它红帽实体 (如适用)

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
授权签字

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
职务

---

**Date** \_\_\_\_\_

日期 \_\_\_\_\_

**Exhibit 1**  
**Payment Instructions**

附录 1  
付款说明

Partners who are incorporated in or maintain their principal place of business in the countries listed below shall submit payment by wire transfer in the currency indicated and according to the information provided below

在以下所列国家/地区成立公司或主要营业地点在这些国家/地区的合作伙伴必须按照说明的货币单位，并根据以下所提供的信息以电汇的方式付款。

Country / Region	Currency	Wire Transfer Payment Information
Default for Countries/Regions not Listed	U.S. Dollar	<b>Account Name:</b> Red Hat, Inc. <b>Account Number:</b> 719532764 <b>Bank Name:</b> JP Morgan Chase Bank, N.A. <b>Bank Address:</b> 2200 Ross Avenue, Dallas, TX 75201 <b>Wire ABA#:</b> 021000021 <b>Swift:</b> CHASUS33
Hong Kong	Hong Kong Dollar	<b>Account Name:</b> Red Hat Ltd., Hong Kong Branch <b>Account Number:</b> 6839267678 <b>Bank Name:</b> JP Morgan Chase Bank, N.A. <b>Swift:</b> CHASHKHH
People's Republic of China (excluding Hong Kong and Taiwan)	Chinese Yuan Renminbi	<b>Account Name:</b> Red Hat Software (Beijing) Co., Ltd <b>Account Number:</b> 4447000136 <b>Bank Name:</b> JPMorgan Chase Bank (China) Co., Ltd, Beijing Branch <b>Swift:</b> CHASCN22 <b>Bank Code for RMB Collection:</b> 533100000017
Taiwan	Taiwan Dollars	<b>Account Name:</b> Red Hat Asia Pacific Pte. Ltd. <b>Account Number:</b> 0111-940311 <b>Bank Name:</b> JP Morgan Chase Bank, N.A. <b>Swift:</b> CHASSGSG
All other countries/regions in Asia Pacific	US Dollar	<b>Account Name:</b> Red Hat Asia Pacific Pte. Ltd. <b>Account Number:</b> 0151942242 <b>Bank Name:</b> JP Morgan Chase Bank, N.A. <b>Swift:</b> CHASSGSG

国家/地区	货币	电汇付款信息
未列出的默认国家/地区	美元	帐户名：红帽公司 帐号：719532764 银行名称：JP Morgan Chase Bank, N.A. 银行地址：2200 Ross Avenue, Dallas, TX 75201 电汇 ABA#：021000021 转帐号：CHASUS33
香港	港元	帐户名：红帽香港分公司 帐号：6839267678 银行名称：JP Morgan Chase Bank, N.A. 转帐号：CHASHKHH
中华人民共和国（不包括香港和台湾）	人民币	开户公司名称：红帽软件（北京）有限公司 银行帐号：4447000136 开户行：摩根大通银行（中国）有限公司北京分行 转帐号：CHASCN22 人民币大额支付系统行号：533100000017

台湾	台币	帐户名：红帽（亚太区）有限公司 帐号：0111-940311 银行名称：JP Morgan Chase Bank, N.A. 转帐号：CHASSGSG
亚太地区其它所有国家/地区	美元	帐户名：红帽（亚太区）有限公司 帐号：0151942242 银行名称：JP Morgan Chase Bank, N.A. 转帐号：CHASSGSG

**Exhibit 2**  
**Country Unique Terms**

附录 2  
特定国家/地区条款

1. Governing Law, Forum and Venue for Dispute Resolution. 1. 解决争端的管辖法律、会谈和审判地

For Partners who are incorporated in or maintain their principal place of business in **any country in Asia Pacific not identified in subsection (i) of this Section 1** below, the Agreement will be governed by the substantive laws, excluding the private international law rules, of Singapore. Notwithstanding the foregoing, a person who is not a party to the Agreement shall have no right under the Contracts (Right of Third Parties) Act to enforce any of its terms. Any dispute arising out of, or in connection with, or with respect to the validity, interpretation and enforcement of the Agreement, including the breach thereof, will be finally settled exclusively by binding arbitration under the Rules of Arbitration of the Singapore International Arbitration Centre by a single arbitrator appointed in accordance with the said Rules. The language to be used in the arbitral proceedings will be English and the place of arbitration will be Singapore. The arbitral award made and granted by the arbitrator will be final, binding, and incontestable and may be used as a basis for enforcement of the award in the place of residence or business of the parties.

如果合作伙伴成立的公司以及主要营业地点所在的国家/地区，属亚太地区，但在此第 1 节的小节 (i) 中并没有注明，那么本协议必须受新加坡实体法律的管辖，但不包括国际私法规则。无论前面的规定如何，根据合同法（第三方权利），非本协议一方的个人无权执行其中的任何条款。任何由本协议的有效性、解释和执行引起或与之有关的争端，包括对协议的违反，最终一律都按照新加坡国际仲裁中心的仲裁规则，并根据该规则指定一名独任仲裁员通过具有约束力的仲裁进行唯一解决。仲裁程序中使用的语言应为英语，仲裁地点应为新加坡。仲裁员作出并给予的仲裁裁决是最终的、具有约束力的，不容争辩的裁决，可以作为在协议双方居住地或营业地点执行裁决的依据。

2. Where the Partner is incorporated in or maintains its principal place of business in **China or Hong Kong**, the Agreement will be governed by the substantive laws of Hong Kong, Special Administrative Region of China. Any dispute arising out of, or in connection with, or with respect to the validity, interpretation and enforcement of this Agreement, including the breach thereof, will finally be finally settled exclusively by binding arbitration, under the Rules of Arbitration of the Hong Kong International Arbitration Centre (“**HKIAC**”) in Hong Kong under the Hong Kong Arbitration Ordinance. The arbitration will be carried out before three (3) arbitrators. Each Party will appoint one arbitrator and the third will be chosen by HKIAC in accordance with HKIAC Procedures for Arbitration. The language to be used in the arbitral proceedings will be English. Any arbitral award will be final and binding on the parties. The expense of arbitration will be borne between the parties as determined by the arbitrators.
2. 如果合作伙伴在中国或香港成立公司，或其主要营业地点在这两个国家和地区，则本协议将由中国香港特别行政区的实体法律管辖。任何由本协议的有效性、解释和执行引起或与之有关的争端，包括对协议的违反，最终一律都依据香港仲裁法并按照香港国际仲裁中心 (**HKIAC**) 的仲裁规则，通过具有约束力的仲裁来解决。仲裁将由三 (3) 名仲裁员执行。每一方都将指定一名仲裁员，而第三位仲裁员则由 **HKIAC** 根据 **HKIAC** 仲裁程序指定。仲裁程序中使用的语言为英语。任何仲裁裁决都将是最终的裁决，并对双方都具有约束力。仲裁费用将依据仲裁员的决定由双方分担。



**Exhibit 3**  
**Red Hat Notice Addresses**

附录 3 红帽通知地址

Country	Fax Number	Notice Address
All countries/regions in Asia Pacific	<b>+65-6490-4203</b>	<b>Attention: Contracts Administrator</b> Red Hat Asia Pacific Pte Ltd 8 Shenton Way, #10-00, Singapore 068811

国家/地区	传真号码	通知地址
亚太地区所有国家/地区	<b>+65-6490-4203</b>	收件人：合同管理员 红帽（亚太区）有限公司 8 Shenton Way, #10-00, Singapore 068811

**Exhibit 4**  
**Countries Requiring Signature**  
 附录 4  
 需要签署协议的国家/地区

Country	Send executed Agreements to:
China	<a href="mailto:apaccontracts@redhat.com">apaccontracts@redhat.com</a> or fax or mail a hard copy to:  FAX: +65 6490 4203  Red Hat Asia Pacific Pte. Ltd. 8 Shenton Way, #10-00, Singapore 068811

国家	将签署的协议发送到:
中国	<a href="mailto:apaccontracts@redhat.com">apaccontracts@redhat.com</a> 或将协议打印件传真或邮寄至：  传真： +65 6490 4203  红帽（亚太区）有限公司 8 Shenton Way, #10-00, Singapore 068811