

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 THE PRODUCT APPENDICES REFERENCED BY URL IN THIS AGREEMENT.

The Agreement (as further described in Section 1.2 below) is between Client and Red Hat Software (Beijing) Co. Ltd (“Red Hat”) and addresses unique commercial considerations that apply to Red Hat Products, open source software, and Red Hat’s subscription business model.

## 1. The Mechanics of the Agreement

- 1.1 Ordering.** The Agreement applies to Red Hat Products that you purchase or otherwise acquire the right to access or use, including Subscriptions, Professional Services, Training Services, Online Services and other Red Hat offerings, whether obtained directly from Red Hat or from a Business Partner. You may order Red Hat Products directly from Red Hat by submitting an Order Form or from a Business Partner using the Business Partner’s ordering procedure. Affiliates of either party may conduct business under the Agreement by signing an Order Form or other document that references these General Terms and may include additional terms relating to pricing, local requirements or other transaction details. Specific pricing established in an Order Form does not extend globally unless specifically agreed by the parties.
- 1.2 Structure.** The Agreement consists of three components (a) these General Terms; (b) the Product Appendices (which may include end user license agreements and supported life cycles) applicable to Your Products; and (c) if applicable, all Order Forms. Certain terms are defined in the Definitions section at the end of the General Terms. If you order Red Hat Products from a Business Partner, any agreement that you enter into with the Business Partner is solely between you and the Business Partner and will not be binding on Red Hat (except to the extent that your agreement with a Business Partner references this Agreement).

## 2. Term

- 2.1 Agreement Term.** The Agreement begins on the Effective Date and continues until it is terminated as set forth below.
- 2.2 Services Term.** Unless otherwise agreed in writing, a Service that you order will start at the earliest of (a) your first use of the Service; (b) the date you purchased the Service; or (c) the start date contained in the Order Form, and will end at the expiration of the Services Term unless sooner terminated as set forth below. Subscriptions automatically renew for successive terms of the same duration as the original Services Term, unless either party gives written notice to the other party of its intention not to renew at least thirty (30) days before the expiration of the applicable Services Term. Any Services that you order must be consumed during the applicable Services Term and any unused Services will expire.

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。本协议包含在本协议通过统一资源定位器 (URL) 引用的产品附录中。

本协议（如下文第 1.2 条中的进一步定义）由客户与红帽软件（北京）有限公司（“红帽”）签订，就红帽产品、开源软件和红帽的订阅业务模式所适用的独特的商业模式加以说明。

## 1. 协议的运作方式

- 1.1 订购。** 本协议适用于贵方购买或以其他方式获得访问或使用权的红帽产品，包括订阅、专业服务、培训服务、红帽在线服务和其他红帽产品/服务，无论是直接从红帽获得还是从业务合作伙伴获得。贵方可以通过提交订单从红帽直接订购红帽产品，或利用业务合作伙伴的订购程序从业务合作伙伴处订购红帽产品。任何一方的关联方可通过签署订单或其他提及该等一般条款且可能包含与定价、当地要求或其他交易细节有关的附加条款的文件，开展协议项下的业务。除非双方明确同意，否则订单中确定的具体定价不全球适用。
- 1.2 结构。** 本协议由三部分组成：(a) 这些一般条款；(b) 贵方产品适用的产品附录（可能包括最终用户许可协议和支持的生命周期）；及 (c) 如适用，所有订单。一般条款末尾的定义条款定义了某些术语。如果贵方从业务合作伙伴处订购红帽产品，则贵方与业务合作伙伴签订的任何协议仅针对贵方与业务合作伙伴，对红帽不具有约束力（但贵方与商业伙伴签订的协议引用本协议的情况除外）。

## 2 期限

- 2.1 协议期限。** 本协议始于生效日期，并持续有效直至按照下文的规定终止。
- 2.2 服务期限。** 除非另有书面约定，贵方订购的服务将从下列最早的时间开始：(a) 贵方首次使用服务之日；(b) 贵方购买服务之日；或 (c) 订单中包含的起始日期，而且除非按照下文的规定提前终止，否则将在服务期限到期时结束。并且除非任何一方在相关服务期限到期前至少提前三十 (30) 天向另一方书面通知其不再续展的意向，否则订阅服务将自动连续地续展与原服务期限相同的期限。贵方订购的服务须在相关服务期限内使用，任何未使用的服务均将到期失效。

### 3. Fees and Payment

**3.1 Payment of Fees.** Section 3.1 applies only to Red Hat Products ordered directly from Red Hat. The payment terms applicable to Red Hat Products purchased from a Business Partner are included in your Business Partner agreement.

- a) Unless otherwise set forth in an Order Form, you agree to pay Fees (1) for Professional Services and Training Services at the time of your order; and (2) for all other Red Hat Products, no later than 30 days after the date of Red Hat's invoice. Credit is subject to Red Hat's approval and Red Hat may change credit terms.
- b) Fees do not include reasonable out-of-pocket expenses, shipping costs, Taxes, or service provider fees (such as payment processor or vendor management) and you agree to pay or reimburse Red Hat for such amounts. You must pay the Fees and expenses without withholding or deduction. If you are required to withhold or deduct any Taxes from the Fees or expenses, then you agree to increase the amount payable to Red Hat by the amount of such Taxes so that Red Hat receives the full amount of all Fees and expenses. All Fees, expenses and other amounts paid under the Agreement are non-refundable. The Software Subscription Fees are for Services; there are no Fees associated with the Software licenses.
- c) If you are purchasing by credit card, then you (1) authorize Red Hat to charge your credit card for all amounts due; and (2) agree to provide updated credit card information to Red Hat as needed to pay the Fees or other amounts owed.

**3.2 Basis of Fees.** Fees are determined by counting the Units associated with the applicable Red Hat Product, as described in the Product Appendix and/or Order Form. For example, Subscriptions may be priced based on the number of physical or virtual nodes. You agree to order and pay for the appropriate type and quantity of Red Hat Products based on the Units you use or deploy. If during the term of the Agreement, the number of Units you use or deploy exceeds the number of Units you have ordered and paid for, you will promptly report to Red Hat or a Business Partner the number of additional Units used or deployed and the date(s) on which they were used or deployed. Red Hat (or the Business Partner) will invoice you and you agree to pay for the additional Units. If you purchase Red Hat Products through a marketplace, you agree that information relating to your use of Red Hat Products may be shared with Red Hat Affiliates (including IBM) or the applicable Business Partner for billing and metering purposes.

### 4. Termination

**4.1 Termination for Cause.** Either party may terminate the Agreement (in whole or with respect to any Order Form or Red Hat Product, whether obtained from Red Hat or a Business Partner) by notice to the other party if (a) the other party materially breaches the Agreement, and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 8 in which case no cure period will apply); or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In addition, Red Hat may, at its option and without limiting its other remedies, suspend (rather than terminate) any Services if you breach the Agreement (including with respect to payment of Fees) until the breach is remedied.

**4.2 Termination for Convenience.** Either party may terminate the Agreement by notice to the other party at any time if all Services Terms have expired.

**4.3 Effect of Termination; Survival.** The termination or suspension of an individual Order Form, Business Partner order, or any Red Hat Products purchased from Red Hat or a Business Partner will not terminate or suspend any other Order Form, Business Partner order, Red Hat Product or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s), Business Partner orders and Services will terminate. If this Agreement, any Order Form or Business Partner order is

### 3 费用和支付

**3.1 费用支付。**第 3.1 条仅适用于直接从红帽订购的红帽产品。从业务合作伙伴处购买的红帽产品所适用的支付条款包含在贵方的业务合作伙伴协议中。

- a) 除非订单另有规定，贵方同意：（1）对于专业服务和培训服务，贵方在订购时支付费用；以及（2）对于所有其他红帽产品，不迟于红帽账单日期后 30 天内支付费用。授信须经红帽批准，且红帽可变更授信条款。
- b) 费用不包括合理的付现支出、运输费、税项或服务提供商费用（例如支付服务商费用或供应商管理费用），而且贵方同意支付或向红帽偿付该等款项。贵方须支付费用和开支，且无预扣或扣除。如果贵方须从费用或开支中预扣或扣除任何税项，则贵方同意增加应向红帽支付的金额，增加额为该等税项的金额，以使红帽全额收到所有费用和开支。本协议项下支付的所有费用、开支和其他款项均是不可退还的。软件订阅费用是服务的费用；软件许可证无相关费用。
- c) 如果贵方通过信用卡购买，则贵方（1）授权红帽从贵方的信用卡收取所有到期应付的款项；并且（2）同意根据需要向红帽提供更新的信用卡信息，以支付费用或其他欠款。

**3.2 费用依据。**费用通过计算与产品附录和/或订单中所规定之相应红帽产品有关的单位来确定。例如，订阅可根据实体或虚拟节点的数量来定价。贵方同意根据贵方使用或部署的单位来订购和支付相关类型和数量的红帽产品。如果在本协议期限内，贵方使用或部署的单位数量超过贵方已订购和支付的单位数量，则贵方将立即向红帽或业务合作伙伴报告所使用或部署的额外单位数量以及使用或部署额外单位的日期。红帽（或业务合作伙伴）将向贵方开具账单，而且贵方同意支付额外单位的相关款项。如果贵方通过市集购买红帽产品，则贵方同意可与红帽的关联方（包括 IBM）或适用的业务合作伙伴共享与您使用红帽产品有关的信息，以进行计费 and 计量。

### 4 终止

**4.1 因故终止。**如果（a）另一方严重违反本协议，且未能在书面通知后三十（30）天内补救该等违约行为（违反第 8 条的情况除外，在此情况下不适用任何补救期）；或（b）另一方成为破产申请或任何其他与资不抵债、破产管理、清算或符合债权人利益的转让有关的程序的主体，则任何一方可通过向另一方发送通知，终止本协议（全部终止或针对任何订单或从红帽或业务合作伙伴获得的红帽产品终止）。此外，如果贵方违反本协议（包括关于费用支付的条款），红帽可自行选择（且并不因此而限制红帽享有的其他救济），中止（而非终止）任何服务，直至该违约行为得到补救。

**4.2 因方便终止。**如果所有服务期限均已到期，任何一方可随时通过向另一方发送通知，终止本协议。

**4.3 终止效力；持续有效。**单个订单、业务合作伙伴订单或从红帽或业务合作伙伴购买的任何红帽产品的终止或中止，将不会终止或中止任何其他订单、业务合作伙伴订单、红帽产品或协议的其余部分，除非终止或中止通知明确规定。如果本协议全部终止，所有未完成的订单、业务合作伙伴订单和服务均将终止。如果本协议、任何订单或业务合作伙伴订单终止，贵方同意支付截至终止生效日期贵方已使用或部署或红帽已提供的所有单位的相关款项。第 1.2 条、第 3 条、第 4.3 条、第 5.2 条、第

terminated, you agree to pay for all Units that you used or deployed or that were provided by Red Hat up to the effective date of termination. Sections 1.2, 3, 4.3, 5.2, 5.3, 8 (to the extent set forth therein), 9, 10 (to the extent set forth therein) and 11-14 will survive the termination of this Agreement.

## 5. Representations and Warranties

5.1 Red Hat represents and warrants that (a) it has the authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner by qualified personnel; (c) to its knowledge, the Software does not, at the time of delivery to you, include malicious mechanisms or code for the purpose of damaging or corrupting the Software; and (d) the Services will comply in all material respects with laws applicable to Red Hat as the provider of the Services. Client represents and warrants that (a) it has the authority to enter into this Agreement; and (b) its use of Red Hat Products will comply with all applicable laws, and it will not use the Red Hat Products for any illegal activity.

5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE RED HAT PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND RED HAT DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE RED HAT PRODUCTS WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE, COMPLETE, COMPLY WITH REGULATORY REQUIREMENTS, OR THAT RED HAT WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, YOUR EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE RE-PERFORMANCE OR RE-DELIVERY OF THE DEFICIENT RED HAT PRODUCT, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, TERMINATION OF THE RELEVANT RED HAT PRODUCT, IN WHICH CASE YOU MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT RED HAT PRODUCT AS OF THE EFFECTIVE DATE OF TERMINATION.

5.3 TO THE MAXIMUM PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS HAVE NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH THEY MAY BE USED. RED HAT WILL NOT BE LIABLE FOR THE RESULTS OBTAINED THROUGH USE OF THE RED HAT PRODUCTS AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING APPROPRIATE USES FOR THE RED HAT PRODUCTS AND FOR ALL RESULTS OF SUCH USE. IN PARTICULAR, RED HAT PRODUCTS ARE NOT SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN (A) THE DESIGN, PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF NUCLEAR FACILITIES; (B) AIRCRAFT CONTROL, NAVIGATION, OR COMMUNICATION SYSTEMS; (C) WEAPONS SYSTEMS; (D) DIRECT LIFE SUPPORT SYSTEMS; OR (E) OR OTHER SIMILAR HAZARDOUS ENVIRONMENTS.

6. **Open Source Assurance.** Purchases of Subscriptions may entitle you to participate in Red Hat's Open Source Assurance Program, which is described at <http://www.redhat.com/rhel/details/assurance/> and provides certain protections in the event of a third party infringement claim. The terms for this optional program are subject to the agreement at [http://www.redhat.com/legal/open\\_source\\_assurance\\_agreement.html](http://www.redhat.com/legal/open_source_assurance_agreement.html).

5.3 条、第 8 条（在该条款规定的范围内）、第 9 条、第 10 条（在该条款规定的范围内）以及第 11 条至第 15 条将在本协议终止后继续有效。

## 5 声明和保证

5.1 红帽声明并保证：（a）其有权签署本协议；（b）服务将由合格人员以专业和技术熟练的方式履行；（c）就其所知，软件在向贵方交付之时，不包括意图损害或破坏该软件的恶意机制或代码；以及（d）服务将在所有重大方面遵守适用于作为服务提供商的红帽的法律。客户声明并保证：（a）其有权签署本协议；以及（b）其使用红帽产品将遵守所有适用法律，并且不会将红帽产品用于任何非法活动。

5.2 在适用法律允许的最大范围内以及除第 5.1 条中另有明确规定外，红帽产品“按现状”提供，无任何明示的或默示的声明或保证，并且红帽否认所有该等声明和保证，包括产品商销性、不侵权、符合特定用途的默示保证、以及通过交易过程或商业惯例默示的任何保证。在适用法律许可的最大范围内，红帽及其供应商并未声明或保证，红帽产品是不间断的、安全的、无错误的、准确的、完整的，符合监管要求，或红帽将纠正所有错误。如果发生违反第 5.1 条所述保证的情况，贵方的唯一救济及红帽的全部责任，将是重新履行或重新交付缺陷红帽产品，或者在红帽不能采用商业上的合理方式实质上纠正违约行为的情况下，终止相关的红帽产品，在这种情况下，将按比例向贵方退还截至终止生效日期就缺陷红帽产品已支付的的费。

5.3 在适用法律允许的最大范围内，红帽产品并未在所有其可能使用的情况下进行测试。红帽对使用红帽产品产生的结果不承担责任，贵方须自行负责确定红帽产品的适当用途及所有使用结果。特别指出，红帽产品并未特别针对以下环境而设计、制造或预期使用：（a）核设施的设计、规划、建造、维护、控制或直接运营；（b）航空器控制、导航或通信系统；（c）武器系统；（d）直接生命支持系统；或（e）或其他类似的危险环境。

6 **开源保证。**通过购买订阅，贵方可能有权参与红帽的开源保证计划，该计划的说明参见 <http://www.redhat.com/rhel/details/assurance/>，并在发生第三方侵权索赔时提供某些保护。此可选计划的条款受限于 [http://www.redhat.com/legal/open\\_source\\_assurance\\_agreement.html](http://www.redhat.com/legal/open_source_assurance_agreement.html) 的协议。

- 7. Red Hat Online Properties.** You may be required to create an account to access Red Hat websites and portals. You will provide accurate information when creating an account. You will not access or create multiple accounts in a manner that is (a) intended to avoid, or has the effect of avoiding, payment of Fees; (b) circumventing thresholds or Unit limitations associated with your account; or (c) intended to violate the Agreement. You are solely responsible for all activities in connection with your account and will notify Red Hat promptly if you become aware of any unauthorized use. Your use and access may also be subject to the Product Appendices applicable to the Red Hat Product.
- 7 红帽在线财产。** 贵方可能需要创建一个账户才能访问红帽网站及门户。贵方将在创建账户时提供准确的信息。贵方不会以 (a) 意图逃避支付费用或产生逃避支付费用效果; (b) 规避与贵方账户相关之门槛或单位限制; 或 (c) 以意图违反本协议的方式访问或创建多个账户。贵方全权负责与贵方账户相关的所有活动, 若贵方知晓任何未经授权使用的行为, 应立即通知红帽。贵方的使用和访问也可能受到适用于红帽产品的产品附录的约束。
- 8. Confidentiality**
- 8.1** Recipient (a) will not disclose Confidential Information of a Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 8; (b) will use the same degree of care to protect Confidential Information of Discloser as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; and (c) may disclose Confidential Information of the Discloser only to its employees, Affiliates, agents, and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information confidential using standards of confidentiality no less restrictive than those required by this Section 8. These obligations will continue for a period of two (2) years following initial disclosure of the particular Confidential Information. A Recipient may disclose Confidential Information if it is required to do so by applicable law, regulation or court order but, where legally permissible and feasible, will provide advance notice to the Discloser to enable the Discloser to seek a protective order or other similar protection.
- 8.2** Information is not Confidential Information, if (a) the information is or becomes publicly available other than as a result of the Recipient's breach of this Agreement; (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Confidential Information; (d) the information is generally known or easily developed by someone with ordinary skills in the business of the Recipient; or (e) the information is licensed under an open source license (as defined by the Open Source Initiative (<https://opensource.org/>)).
- 8.3** Confidential Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Confidential Information, except for Confidential Information stored in routine back-up media not accessible during the ordinary course of business.
- 8 保密**
- 8.1** 接收方 (a) 不会向任何第三方披露披露方的保密信息, 除非披露方以书面形式批准披露或根据本第 8 条获准披露; (b) 将采用保护其自己的具有类似性质的保密信息所使用的相同注意程度来保护披露方的保密信息, 但在任何情况下不得低于合理的注意程度; (c) 仅能将披露方的保密信息向其有必要知晓信息的雇员、关联方、代理人 and 承包商披露, 以及向其审计师和法律顾问披露, 在每种情况下, 上述人员均有书面义务 (或其他职业义务) 采用限制性不低于本第 8 条规定的保密标准对该等信息进行保密。该等义务将在具体保密信息首次披露之后持续两 (2) 年。接收方可能会根据适用法律、法规或法院命令的要求披露保密信息, 但在法律允许且可行的情况下, 接收方应提前通知披露方, 以使披露方能够在可行的情况下寻求保护令或其他类似的保护。
- 8.2** 下列信息不属于保密信息: (a) 非因接收方违反本协议而成为公众可获得的信息; (b) 披露之时接收方已知晓或拥有的不承担保密义务的信息或此后从不承担保密义务的第三方获得的信息; (c) 接收方在不使用披露方保密信息的情况下独立开发的信息; (d) 在接收方的业务中普通技术人员普遍知晓或容易开发的信息; 或 (e) 在开源许可 (以开放源代码促进会 (<https://opensource.org/>) 的定义为准) 项下许可的信息。
- 8.3** 在本协议终止之前披露的保密信息在上述规定期限内仍然受本协议的约束。应披露方的书面要求, 接收方将立即返还或销毁所有保密信息, 但保存于正常业务过程中无法访问的常规备份媒介中的保密信息除外。
- 9. Client Information, Feedback, Reservation of Rights, & Review**
- 9.1 Client Information.** If you provide Client Information in connection with your use of or access to Red Hat Products, Red Hat, its Affiliates, and Suppliers may use such Client Information in connection with providing the Red Hat Products (subject to Section 8 with respect to disclosure of Client Information that constitutes Confidential Information). You represent and warrant that your provision (and Red Hat's use) of Client Information under this Agreement will not require any additional consents or licenses, will comply with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between Red Hat and you, subject to the rights granted in this Section, you retain all of your rights in and to Client Information. You acknowledge that to provide the Services, it may
- 9 客户信息、反馈、权利保留和审查**
- 9.1 客户信息。** 如果贵方提供与贵方使用或访问红帽产品有关的客户信息, 贵方同意, 红帽、其关联方和供应商可以将该客户信息用于红帽产品的提供 (受与披露构成保密信息的客户信息有关的第 8 条的约束)。贵方声明并保证, 按照本协议贵方提供 (及红帽使用) 的客户信息不需要任何额外的同意或许可, 将遵守适用法律, 并且不会违反任何第三方的知识产权、专有权、隐私权或其他权利。在红帽和贵方之间, 受本节授予的权利的约束, 贵方保留客户信息的所有权利。贵方认可, 提供服务可能需要在红帽、其关联方、商业伙伴、供应商和/或转包商之间传输客户信息, 而它们可能遍布全球各地。

be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, vendors and/or subcontractors, which may be located worldwide.

**9.2 Data Protection.** For the purposes of this Agreement, "Data Protection Laws" means (i) PRC Cybersecurity Law and any regulations and guidelines made thereunder; (ii) the PRC Personal Information Data Protection Law and any regulations and guidelines made thereunder; and (iii) all other applicable laws and regulations relating to or impacting on the processing of Personal Data and privacy enacted in the countries where the Personal Data originated from and/or is processed, as amended from time to time. "Personal Data" shall have the meaning under the applicable Data Protection Law. Except with respect to Online Services covered by Product Appendix 4, you agree not to provide to Red Hat Personal Data, provided that you may disclose business contact information or similar Personal Data, relating to you or of your personnel to Red Hat to the extent required to enable Red Hat to perform its obligations under this Agreement and/or to provide you with Red Hat's products and/or services (the "Purpose"). In disclosing such Personal Data to Red Hat, you agree and undertake: (a) to comply with any applicable obligations under the Data Protection Laws at all times; (b) not to, by any act or omission in connection with this Agreement, place Red Hat in breach of any Data Protection Laws; (c) to ensure that all instructions provided to the Red Hat in relation to the collection, use and disclosure of Personal Data comply with Data Protection Laws; (d) to ensure that any such Personal Data provided to Red Hat is accurate and complete, and that you will inform Red Hat of any updates or changes to the same; (e) to ensure that, prior to the disclosure of such Personal Data, you have: (i) notified the relevant individual to whom the Personal Data relates that his/her Personal Data will be disclosed to Red Hat and of the Purpose relating thereto; and (ii) obtained the consent of the relevant individual for the disclosure of his/her Personal Data to Red Hat and for Red Hat to collect and use such Personal Data for the Purpose, and to disclose the Personal Data to Red Hat's third party service providers, in any jurisdiction, for the Purpose. (f) to ensure that, prior to the provision of such Personal Data to Red Hat, you have fulfilled all requirements and completed all necessary steps for export of data in compliance with the Data Protection Laws.

**9.3 Feedback.** You may voluntarily provide Red Hat with Feedback in connection with Red Hat Products, but have no obligation to do so. If you choose to do so, Red Hat may use Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve, Red Hat Products and other Red Hat offerings without attribution or compensation. You grant Red Hat a perpetual and irrevocable license to use all Feedback for any purpose. You agree to provide Feedback to Red Hat only in compliance with applicable laws and you represent that you have the authority to provide the Feedback and that Feedback will not include proprietary information of a third party.

**9.4 Reservation of Rights.** Red Hat grants to you only those rights expressly granted in the Agreement with respect to the Red Hat Products and reserves all other rights in and to the Red Hat Products (including all intellectual property rights). Red Hat may collect and use for any purpose aggregate anonymous data about your use of the Red Hat Products. Nothing in this Agreement will 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 you. Nothing will 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 Section 8 of this Agreement.

**10. Review.** While the Agreement is in effect and for one (1) year thereafter, Red Hat or its designee, acting in accordance with

**9.2 数据保护。**就本协议而言，“数据保护法”是指 (i)《中华人民共和国网络安全法》以及根据该法制定的任何法规和指南；(ii)《中华人民共和国个人信息保护法》以及根据该法制定的任何法规和指南；(iii)在个人数据的起源和/或处理国家/地区颁布的、涉及或影响个人数据的处理和隐私的所有其他适用法律和法规，该等法律和法规会不时进行修订。“个人数据”应具有适用的数据保护法所规定的含义。除产品附录 4 涵盖的在线服务外，贵方同意不向红帽提供个人数据，前提是您可以在需要的范围内向红帽披露与您或您的员工有关的业务联系信息或类似的个人数据，使红帽能够履行其在本协议项下的义务和/或向您提供红帽的产品和/或服务（“目的”）。在向红帽披露此类个人数据时，您同意并承诺：(a) 始终遵守数据保护法规定的任何适用义务；(b) 不得通过本协议有关的任何作为或不作为使红帽违反任何数据保护法；(c) 确保向红帽提供的有关收集、使用和披露个人数据的所有指令均遵守数据保护法；(d) 确保提供给红帽的任何此类个人数据准确和完整，并且贵方将通知红帽该数据的任何更新或更改；(e) 确保在披露此类个人数据之前，您已：(i) 通知与个人数据相关的相关个人，他/她的个人数据将被披露给红帽及披露数据所要达到的目的；(ii) 获得相关个人的同意，即同意将其个人数据披露给红帽，同意红帽为此目的收集和使用此类个人数据，并同意为此目的将个人数据披露给位于任何司法管辖区的红帽第三方服务供应商。(f) 确保在向红帽提供此类个人数据之前，贵方已满足所有要求并按照数据保护法完成了所有必要的跨境数据步骤。

**9.3 反馈。**贵方可自愿向红帽提供有关红帽产品的反馈，但贵方无义务提供该反馈。如果贵方选择提供该反馈，红帽可以将反应用于任何目的，包括将反馈纳入或使用反馈来开发和改进红帽产品和红帽其他商品/服务，而无需提及贵方或提供报酬。贵方授予红帽一项永久的且不可撤销的许可，将反应用于任何目的。贵方同意遵守适用法律仅向红帽提供反馈，并声明贵方有权提供反馈，并且反馈将不包括第三方的专有信息。

**9.4 权利保留。**红帽仅授予贵方在本协议中明确授予的有关红帽产品的权利，并保留红帽产品的所有其他权利（包括所有知识产权）。红帽可以收集有关贵方使用红帽产品的集合匿名数据，并将其用于任何目的。本协议中的任何内容均不限制红帽为其自身或其他客户提供软件、材料或服务，无论该等软件、材料或服务是否可能与可能向贵方交付的软件、材料或服务具有相似性。任何规定均不禁止或限制任何一方开发、使用或营销与另一方相似或竞争的产品或服务的权利；但是，任何一方均不能免除其在本协议第 8 条项下的义务。

**10. 审查。**在本协议有效期内及此后的一（1）年，红帽或其指定人员在遵守第 8 条规定的前提下可以检查贵方的设施和记录，

Section 8, may inspect your facilities and records to verify your compliance with this Agreement. You agree to (a) respond promptly to requests for information, documents and/or records; (b) grant appropriate access for on-site visits in order to verify your compliance; and (c) reasonably cooperate in connection with any such verification. Red Hat will provide at least ten (10) days prior written notice for any on-site visits, and will conduct on-site visits during regular business hours in a manner that reasonably minimizes interference with your business. If Red Hat notifies you of any non-compliance or underpayment, then you will resolve the non-compliance and/or underpayment within fifteen (15) days from the date of notice. If the underpayment exceeds five percent (5%), then you will also reimburse Red Hat for the cost of the inspection.

## 11. Limitations

**11.1 DISCLAIMER OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**11.2 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES RECEIVED BY RED HAT WITH RESPECT TO THE PARTICULAR RED HAT PRODUCT GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT(S) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM; PROVIDED THAT IN NO EVENT WILL RED HAT'S AND ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES RECEIVED BY RED HAT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS AFFILIATES.

**12. Governing Law and Claims.** The Agreement, and any claim, controversy or dispute arising out of or related to the Agreement, are governed by and construed in accordance with the laws of the People's Republic of China without giving effect to any conflicts of laws provision. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the People's Republic of China. Any dispute, claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter, including breach thereof, will be finally settled exclusively by binding arbitration administered by China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing in accordance with the then current CIETAC Arbitration Rules. The arbitration will be carried out before one (1) arbitrator. The arbitrator shall be appointed by CIETAC in accordance with

以核实贵方是否遵守本协议。贵方同意：(a) 及时回应索要信息、文件和/或记录的请求；(b) 就现场访问授予适当的出入权限，以确认贵方的合规性；以及 (c) 合理地配合任何该等核实工作。红帽将至少提前十 (10) 天以书面形式通知任何现场访问，并将在正常工作时间内进行现场访问，以合理的方式尽可能减少对贵方业务的干扰。如果红帽通知贵方有任何不合规或付款不足的情况，贵方应在通知之日起十五 (15) 天内解决该等不合规和/或付款不足的问题。如果付款不足超过百分之五 (5%)，贵方还得向红帽偿付检查费用。

## 11. 限制

**11.1 损害赔偿免责声明。**在适用法律允许的最大范围内，任何一方及其关联方均不对任何附带的、后果性的、特殊的、间接的、惩戒性或惩罚性的损害赔偿、或对数据丢失或损坏、利润损失、储蓄损失或服务或服务中断的损害赔偿承担责任，即使该方已被告知发生该等损害赔偿的可能性，且不论任何有限救济的基本目的能否实现。

**11.2 责任限制。**在适用法律允许的最大范围内，红帽及其关联方对与本协议有关的或因本协议引起的任何索赔承担的全部责任，不得超过红帽在导致该索赔的首次事件之前的十二 (12) 个月内就最适用的订购文件项下引起责任的特定红帽产品所收到的费用；但是，在任何情况下，红帽及其关联方对因本协议引起的或与本协议有关的所有索赔承担的累积总责任，不得超过红帽在导致本协议项下责任的首次事件之前的十二 (12) 个月内所收到的费用。无论索赔的性质如何，无论基于合同、侵权（包括过失）、法规或其他法律理论，本限制均适用。因红帽或其关联方的过失引起的身体伤害（包括死亡）及个人不动产或有形动产损失索赔不受此限。

**12. 管辖法律和索赔。**本协议、以及由本协议引起与本协议有关的任何索赔、纠纷或争议，均受中华人民共和国法律管辖，并按照中华人民共和国法律进行解释，但不适用任何法律冲突条款。在允许的范围内，不适用《联合国国际货物销售合同公约》，即使其已被采纳为中华人民共和国法律的一部分。因本协议或其标的事宜（包括违约行为）引起的或与此有关的任何争议、索赔、诉讼、起诉或程序，将通过位于北京的中国国际经济贸易仲裁委员会（“贸仲”）按照当时有效的贸仲仲裁规则实施的具有约束力的仲裁最终解决。仲裁将由一 (1) 名仲裁员实施。仲裁员由贸仲按照贸仲仲裁规则指定。仲裁程序中使用的语言应为英语。仲裁裁决是终局的，对双方均具有约束力。仲裁费用由双方承担，具体由仲裁员决定。任何一方在最初知晓或合理而言应该知晓索赔依据后三 (3) 年以上，不得提出因

CIETAC Arbitration Rules. The language to be used in the arbitral proceedings shall be English. The arbitral award will be final and binding on the parties. The expense of arbitration will be borne between the parties as determined by the arbitrator. No claim or action, regardless of form, arising out of or related to the Agreement may be brought by either party more than three (3) years after the party first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

### 13. Miscellaneous

- 13.1 Export.** Red Hat may supply you with Controlled Materials. You agree to comply with all applicable export and import laws or regulations, including any local laws in your jurisdiction concerning your right to import, export or use Controlled Materials and agree that Red Hat is not responsible for your compliance. Without limiting the foregoing, you agree that you will not export, disclose, re-export or transfer the Controlled Materials, directly or indirectly, to (a) any U.S. embargoed destination; (b) any party who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, unmanned air vehicle systems, or any other restricted end-use; or (c) anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You will not provide Red Hat with any data or engage Red Hat in any activity subject to the International Traffic in Arms Regulations (ITAR). In addition, you will not, and will not allow third parties under your control to use the Red Hat Products or Services for any activity subject to the ITAR. Red Hat may terminate the Agreement and/or the applicable Order Form without liability to you if (a) you breach (or Red Hat believes you have breached) this paragraph or the export provisions of an end user license agreement for any Software; or (b) Red Hat is prohibited by law or otherwise restricted from providing Red Hat Products to you.
- 13.2 Notices.** Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery, including through an automated receipt or by electronic log, to the address(es) or email address provided by you. Any notice from you to Red Hat must include a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601, United States; Email: legal-notices@redhat.com. Billing notices to you will be addressed to the billing contact designated by you.
- 13.3 Assignment.** Upon written notice, either party may assign this Agreement to (a) an Affiliate; or (b) a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets if, in each case, the assignee's financial condition and creditworthiness are deemed sufficient by the non-assigning party and the assignment will not affect the non-assigning party's obligations under the Agreement. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will insure to the benefit of the parties and their respective successors and permitted assigns.
- 13.4 Waiver.** A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.
- 13.5 Independent Contractors.** The parties are independent contractors and nothing in the Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party is solely responsible for

本协议引起或与之有关的任何索赔或诉讼，不论其形式如何。在允许的最大范围内，每一方均放弃因本协议或本协议项下交易引起的或与此有关的任何法律程序中的陪审团审理权。

### 13. 其他规定

- 13.1 出口。**红帽可能向贵方提供受控材料。贵方同意遵守所有适用的进出口法律或法规，包括贵方所在地区有关贵方进口、出口或使用受控材料的权利的当地法律，并同意红帽不对贵方的合规负责。在不限制前述规定的基础上，贵方同意不会直接或间接地将受控材料出口、披露、再出口或转让给：(a) 任何美国禁运的目的地；(b) 贵方知晓或有理由知晓将在核武器、化学武器或生物武器、或火箭系统、航天运载火箭、或探空火箭、无人驾驶飞行器系统的设计、开发或生产或者任何其他受限制的最终用途中使用该等受控材料的任何一方；或(c) 美国政府限制人员名单上的（或被美国政府限制人员名单上的个人或实体所控制的）任何人，包括那些被美国政府的任何联邦机构禁止参与美国出口交易的人。贵方不得向红帽提供任何数据或使红帽卷入《国际武器贸易条例》(ITAR) 禁止的任何活动。此外，贵方不得，亦不得允许贵方控制下的第三方使用红帽产品或服务从事ITAR禁止的活动。红帽可在如下情况下终止本协议和/或适用订单，而无需对贵方承担责任：(a) 如果贵方违反（或红帽认为贵方已违反）本条款或任何软件的最终用户许可协议的出口条款；或(b) 红帽被法律禁止或被其他方式限制向贵方提供红帽产品。
- 13.2 通知。**通知必须采用英文书面形式，在通过要求肯定性交付确认（包括通过自动收据或电子日志）的方法发送至贵方提供的地址或电子邮件地址后，视为于收到时已送达。贵方向红帽提供的任何通知必须包括寄送一份至：Red Hat, Inc., 收件人：法务总监，地址：100 East Davie Street, Raleigh, North Carolina 27601, United States；电子邮件：legal-notices@redhat.com。贵方的账单通知将寄送给贵方指定的账单联系人。
- 13.3 转让。**经提供书面通知后，任何一方均可将本协议转让给关联方；或(b) 根据合并交易或对该方全部或实质性全部资产的出售，转让给继承人或收购人，前提是，在每种情况下，受让人的财务状况和信誉都被非转让人认为充分，并且转让不会影响非转让人在本协议项下的义务。未经另一方事先书面同意而做出的任何其他转让将视为无效。在遵守前述规定的前提下，本协议对双方及其各自的继承人和获准受让人具有约束力，并为他们的利益而订立。
- 13.4 弃权。**一方在本协议项下做出的弃权，只有在该方的授权代表人采用书面形式并签字的情况下才有效。一方迟延履行或未能行使本协议项下的任何权利均不构成或视为放弃或丧失该等权利。
- 13.5 独立订约人。**双方是独立的订约人，本协议中的任何内容均不会在双方或任何关联方之间创建雇佣关系、合伙关系或代理关系。每一方自行负责对其人员进行监督、控制和支付。只要(a) 分

supervision, control and payment of its personnel. Red Hat may subcontract Services to third parties or Affiliates as long as (a) subcontractors agree to protect Confidential Information; and (b) Red Hat remains responsible to you for performance of its obligations.

- 13.6 Third Party Beneficiaries.** The Agreement is binding on the parties to the Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.
- 13.7 Force Majeure.** Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control.
- 13.8 Complete Agreement and Order of Precedence.** The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter. Any terms contained in any other documentation that you deliver to Red Hat, including any purchase order or other order-related document (other than an Order Form), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the General Terms, the Product Appendices and/or an Order Form, the General Terms will control unless otherwise expressly provided in the Product Appendices or Order Form.
- 13.9 Counterparts.** The 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 email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.
- 13.10 Severable.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.
- 13.11 Headings.** All headings contained in the Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.
- 13.12 Language.** The English language version of the Agreement will prevail in all respects over any translation, and all other versions are for convenience only and are not binding.

## 14. Definitions

- 14.1 “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.
- 14.2 “Agreement”** has the meaning set forth in Section 1.2.
- 14.3 “Business Partner”** means a cloud provider, distributor, reseller, OEM or other third party authorized to resell or distribute Red Hat Products.
- 14.4 “Business Partner order”** means an order for a Red Hat Product placed through a Business Partner.
- 14.5 “Client” or “you”** means the person or entity acquiring the right to use or access the Red Hat Products and which is a party to this Agreement.
- 14.6 “Client Information”** means any data, information, software or other materials that you provide to Red Hat under the Agreement.
- 14.7 “Confidential Information”** means information disclosed by the Discloser to the Recipient during the term of the Agreement that (a) is marked confidential; (b) if disclosed orally, is clearly described as confidential at the time of disclosure and is subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure; or (c) is of a nature that the Recipient knows is confidential to the

包商同意保护保密信息，以及 (b) 红帽仍然对贵方承担履行其义务的责任，则红帽可以将服务分包给第三方或关联方。

- 13.6 第三方受益人。**本协议对本协议双方均具有约束力，除本协议中明确规定外，本协议中的任何内容均不授予任何其他个人或实体任何权利、利益或救济。
- 13.7 不可抗力。**任何一方对于超出其合理控制范围的事由所导致的不履行或迟延履行其义务（费用支付除外）不承担责任。
- 13.8 完整协议和优先顺序。**本协议构成双方之间就本协议标的事宜达成的全部协议，并取代所有之前和同期的关于该标的事宜的书面或口头协议和建议。贵方向红帽交付的任何其他文件（包括任何采购单或其他与订购相关的文件（订单除外））中包含的任何条款，均无效，不构成本协议的一部分或以其他方式约束双方。如果一般条款、产品附录或订单之间出现冲突，以一般条款为准，除非产品附录和/或订单中另有明确的规定。
- 13.9 副本。**本协议可签署多份副本，每份副本均视为原件，所有副本构成同一份文件。双方可以通过电子邮件或电子签名的方式交换签名页，该等签名将有效约束本协议双方。
- 13.10 可分割性。**如果本协议的任何条款被具有管辖权的法院认定为无效或不可执行，则本协议的其余条款将在法律允许的最大范围内继续有效。
- 13.11 标题。**本协议中包含的所有标题仅为标识和方便而设，为解释之目的不得视为本协议的一部分。
- 13.12 语言。**本协议的英文版本在所有方面优先于任何翻译版本，所有其他版本仅为方便起见且不具约束力。

## 14. 定义

- 14.1 “关联方”**指拥有或控制一方、被一方拥有或控制、或与一方受共同控制或拥有的实体，“控制”指通过拥有有表决权的证券，通过合同或其他方式，直接或间接地享有指挥或指导实体的管理和政策的权力。
- 14.2 “协议”**的含义见第 1.2 条。
- 14.3 “业务合作伙伴”**指云供应商、分销商、转售商、OEM或其他经授权转售或分销红帽产品的第三方。
- 14.4 “业务合作伙伴订单”**指通过业务合作伙伴订购红帽产品的订单。
- 14.5 “客户”或“贵方”**指获得使用或访问红帽产品的权利且属于本协议一方的个人或实体。
- 14.6 “客户信息”**指贵方在协议项下向红帽提供的任何数据、信息、软件或其他材料。
- 14.7 “保密信息”**指披露方在协议期限内向接收方披露的以下信息：(a) 标记为保密的信息；(b) 如果口头披露，在披露时明确地被描述为具有保密性的信息，且随后以书面形式说明、标记其保密性并在口头披露后的三十 (30) 天内发送给接收方；或 (c) 接收方知晓其性质对披露方而言具有保密性或接收方按合理预期应当知晓其保密性质。



Discloser or should reasonably be expected to know is confidential.

- 14.8 “Controlled Materials”** means software or technical information that is subject to the United States Export Administration Regulations
- 14.9 “Discloser”** is a party disclosing Confidential Information under this Agreement.
- 14.10 “Effective Date”** means earliest of (a) the date of the last signature on this Agreement or an Order Form, (b) your online acceptance of the Agreement; or (c) when you first receive access to a Red Hat Product.
- 14.11 “Feedback”** means any ideas, suggestions, proposals or other feedback you may provide regarding Red Hat Products.
- 14.12 “Fees”** means the amounts paid or to be paid by Client to Red Hat (directly or through a Business Partner) for the Red Hat Products.
- 14.13 “General Terms”** means the terms contained in Sections 1 – 14 of this document.
- 14.14 “Online Services”** means Red Hat branded cloud or hosted services offerings.
- 14.15 “Order Form”** means Red Hat’s standard ordering document(s) or online purchasing form used to order Red Hat Products.
- 14.16 “Product Appendices”** means (a) the Red Hat Product Appendices set forth here: <https://www.redhat.com/en/about/agreements#prodapps> as such appendices may be updated by Red Hat from time to time or (b) for Professional Services, that are incorporated into an applicable statement of work.
- 14.17 “Professional Services”** means consulting services provided by Red Hat.
- 14.18 “Recipient”** is the party receiving Confidential Information under this Agreement.
- 14.19 “Red Hat Products”** means Software, Services and other Red Hat branded offerings made available by Red Hat.
- 14.20 “Service(s)”** means Red Hat branded services offered as Subscriptions, Professional Services, Training Services Online Services or other services offered by Red Hat.
- 14.21 “Services Term”** means the period during which you are entitled by Red Hat to use, receive access or consume a particular Red Hat Product pursuant to an Order Form or Business Partner order.
- 14.22 “Software”** means Red Hat branded software that is included in Red Hat Product offerings.
- 14.23 “Subscription”** means a time bound Red Hat Product offering.
- 14.24 “Supplier”** means a third party that provides services to Red Hat in order for Red Hat to offer Services to its customers and/or Business Partners.
- 14.25 “Taxes”** means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to this Agreement or any Red Hat Products, other than taxes based on the net income of Red Hat.
- 14.26 “Training Services”** means access to Red Hat training courses, including online courses or courses provided at a site as may be agreed by the parties.
- 14.27 “Unit”** means the basis upon which Fees are determined for Red Hat Products as set forth in Product Appendices or an Order Form.
- 14.28 “Your Products”** means the Red Hat Products that you have purchased, licensed, or otherwise acquired the right to access or use.
- 14.8 “受控材料”** 指受美国出口管理法规约束的软件或技术信息。
- 14.9 “披露方”** 指根据本协议披露保密信息的一方。
- 14.10 “生效日期”** 指下列日期中的最早发生者：（a）本协议或订单上的最后签署日期；（b）贵方在线接受本协议之日；或（c）贵方第一次获得访问红帽产品权限之日。
- 14.11 “反馈”** 指贵方可能就红帽产品提供的任何想法、建议、提议或其他反馈。
- 14.12 “费用”** 指客户因红帽产品已向或将要向红帽（直接或通过业务合作伙伴）支付的金额。
- 14.13 “一般条款”** 指本文件第 1-15 条中包含的条款。
- 14.14 “在线服务”** 指对红帽品牌的云或托管服务。
- 14.15 “订单”** 指用于订购红帽产品的红帽标准订购文件或在线采购表格。
- 14.16 产品附录** 指在 <https://www.redhat.com/en/about/agreements#prodapps> 列出的红帽产品附录，或（b）针对专业服务的红帽产品附录，且并入适用的工作说明书中。
- 14.17 “专业服务”** 指红帽提供的咨询服务。
- 14.18 “接收方”** 指根据本协议接受保密信息的一方。
- 14.19 “红帽产品”** 指红帽提供的软件、服务及其他红帽品牌的商品/服务。
- 14.20 “服务”** 指作为订阅、专业服务、培训服务、在线服务而提供的红帽品牌服务或由红帽提供的其他服务。
- 14.21 “服务期限”** 指红帽根据订单或业务合作伙伴订单授权贵方使用、访问或消费特定红帽产品的期限。
- 14.22 “软件”** 指提供的红帽产品中所包含的红帽品牌软件。
- 14.23 “订阅”** 指有时限的红帽产品提供。
- 14.24 “供应商”** 指向红帽提供服务的第三方，以便红帽向其客户和/或业务合作伙伴提供服务。
- 14.25 “税项”** 指因本协议或红帽产品而引起或与本协议或红帽产品有关的任何性质及任何机构征收的任何形式的税费，包括利息、附加费或罚金，基于红帽净收入的税项除外。
- 14.26 “培训服务”** 指访问或获得红帽培训课程，包括在线课程或在双方可能约定的场址提供的课程。
- 14.27 “单位”** 指产品附录或订单中规定的据以确定红帽产品费用的依据。
- 14.28 “贵方产品”** 指贵方已购买、许可或以其他方式获得访问或使用权的红帽产品。