

Subscription Agreement

訂購合約

This Subscription Agreement (the "Agreement") is between Red Hat, Inc. ("Red Hat") and any purchaser or user ("Customer") of Red Hat products and services that accepts the terms of this Agreement ("Customer").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING OR USING RED HAT PRODUCTS AND SERVICES. BY USING OR PURCHASING RED HAT PRODUCTS OR SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE OR PURCHASE RED HAT PRODUCTS AND SERVICES.

The Effective Date of this Agreement is the earlier of the date that Customer accepts this Agreement or the date that Customer uses Red Hat's products or services.

I. Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The term "Services" as used in this Agreement means, collectively, the Support Services provided under the purchased subscription and defined herein, RHN Services as defined herein, and any Learning Services purchased under this Agreement and defined herein. The term "Software" means the family of software products purchased under this Agreement and defined herein, if any. The term "Installed Systems" means the number of Systems on which Customer installs the Software. The term "System" means any hardware on which the Software is installed, which may be, without limitation, a server, a work station, a virtual machine, a blade, a

本訂購合約(以下簡稱“本契約”)由Red Hat Inc.公司(以下簡稱“Red Hat”)與接受本契約條款規定之Red Hat產品及服務之買受人或使用人(以下簡稱“客戶”)訂立。

請於購買或使用Red Hat產品與服務之前，仔細閱讀本契約。客戶一旦使用或購買Red Hat產品或服務，即表示其同意接受本契約所有條款之拘束。如 台端係以代表或代理某機構或法人接受本契約者，則 台端向Red Hat表示 台端係經該機構或法人授權，台端為該機構或法人之合法授權代表人或代理人，有權代表或代理該機構或法人簽署本契約。如客戶不願接受本契約者，請勿使用Red Hat產品與服務。

本契約以客戶接受本契約之日或客戶使用Red Hat產品或服務之日其中較早之日為其生效日。

I. 條款

A. 一般條款

本契約所稱“本服務”係指依購買之訂購項目所提供且依本契約定義之“本支援服務”、依本契約定義之“RHN服務”、及依本契約購買且本契約定義之任何“教育訓練服務”。“本軟體”係指依本契約所購買且合於本契約定義之軟體類產品。“已安裝系統”係指客戶已安裝上軟體之系統數目。“本系統”係指經安裝上軟體之任何硬體，包括但不限於伺服器、工作站、虛擬機台、機片、分隔區間或

partition or an engine, as applicable. The initial number of Installed Systems is the number of copies of the Software that Customer purchases.

1. TERM AND TERMINATION

1.1 Term.

The term of this Agreement shall be for the duration of all Services provided under this Agreement. The initial term for Services shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) year. Thereafter, the term for Services shall renew for successive terms of one (1) year each unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term; provided, however, Customer shall have the right to terminate this Agreement at any time after the first year by giving sixty (60) days prior written notice of termination to Red Hat. Customer shall remain obligated for all fees through the date of termination.

1.2 Termination for Breach.

Red Hat may terminate this Agreement (a) in the event Customer fails to pay an invoice when due, (b) in the event Customer commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice of material breach, or (c) as otherwise provided in this Agreement. Customer may terminate this Agreement in the event Red Hat commits a material breach of this Agreement and fails to remedy that breach within thirty (30) days of receipt of written notice of material breach.

2. PRICING, INVOICING AND TAXES.

Customer agrees to provide Red Hat with

引擎。已安裝系統之最初數目為客戶購買之軟體份數。

1. 合約有效期間與終止

1.1 合約有效期間

本契約有效期間為依本契約提供之所有本服務之有效期間。本服務之首次有效期間應自本契約生效日起持續一(1)年。之後，除當事人之一方於下期開始起算日至少六十日(60)前以書面通知他方不續約者外，本服務之有效期間應自動每次延展續約一(1)年。於第一年有效期間屆滿後，客戶得隨時以六十日(60)之期前書面通知Red Hat終止本契約，客戶對截至本契約終止日所生之一切費用仍應付款。

1.2 違約所致之合約終止

Red Hat於下列情形發生時得終止本契約：(a)客戶未支付到期應付之款項；(b)客戶發生重大違反本契約之情事，且未於收受該重大違約情事之書面通知日起三十(30)日內改正該違約情事者；或(c)本契約規定之其他情形。如Red Hat發生重大違反本契約情事者，且未於收受該重大違約情事之書面通知日起三十(30)日內改正該違約情事者，客戶得終止本契約。

2. 價格、發票與稅捐

客戶同意提供正確且完整之請款資料(包

accurate and complete billing information (including legal name, address, telephone number, and billing or credit information). Customer will report to Red Hat all changes to this information within thirty (30) days of the change. Red Hat reserves the right to suspend or cancel Services for non-payment. All fees are stated and must be paid in United States Dollars. If Customer is paying by credit card, then Customer authorizes Red Hat to bill Customer's credit card for the Services for the initial term and for the amount due at the time of renewal. If Red Hat has approved Customer to be invoiced, then Red Hat will invoice Customer for the total fees at the time of execution of this Agreement, and payment shall be due within thirty (30) days of the invoice date and any additional fees shall be due within thirty (30) days of the invoice date. All prices and rates quoted by Red Hat are exclusive of any foreign, federal, state, or local sales, excise, use, or similar taxes. Customer agrees to pay all such taxes, when applicable, regardless of whether such taxes are originally charged on Customer's credit card or appear on Red Hat's original invoice, or are later levied on Red Hat or Customer by a taxing authority, excluding any taxes levied solely on the net taxable income of Red Hat. Any renewal of this Agreement will be at Red Hat's list prices in effect ninety (90) days prior to renewal; provided, however, the first such renewal shall be at the same price per Installed System paid during the initial term.

3. PAYMENT.

Except in the case of breach of this Agreement by Red Hat or termination of this Agreement as provided in Section 1.1 hereof, any and all payments of amounts due under this Agreement are non-refundable. In the event Customer fails to make payment to Red Hat in

括法定名稱、地址、電話號碼、及開帳單或記帳資料)予Red Hat。如上開資料有變動者，客戶應於該變動發生後三十(30)日內通知Red Hat。如客戶有到期未付款者，Red Hat保留其中止或取消服務之權利。所有費用應以美金支付。如客戶以信用卡支付，則客戶授權Red Hat向客戶之信用卡帳戶請求撥付首期服務費及續約時應給付之款項。如Red Hat同意客戶以發帳單方式請求付款，則Red Hat將於本契約簽署時開出所有費用之帳單/發票，客戶應於帳單/發票開立之日起三十(30)日內付款，且如有其他費用者，客戶亦應於帳單/發票日開立起三十(30)日內給付。Red Hat所報價之任何價格及費用均不含國外稅捐、聯邦稅、州稅、地方營業稅、貨物稅、消費稅、或其他類似之稅捐產生。如有該類稅捐，客戶同意自行負擔、並立刻支付。無論該稅捐係向客戶之信用卡帳戶請求撥付，或載於Red Hat之帳單/發票上，或嗣後由稅捐機關向Red Hat或向客戶徵收者，客戶同意由其自行負擔，惟如該稅捐之徵收係純粹因Red Hat營業所得而徵收者則不在此限。本契約之續約價格均按續約前九十(90)日有效之Red Hat定價，惟首次續約之價格應相等於已安裝系統於本契約首期應支付之價格。

3. 付款

除Red Hat違反本契約或本契約依第1.1項規定終止之情形外，依本契約應給付之所有款項均不得請求退還。如客戶未依本契約規定給付款項予Red Hat，Red Hat之救

the manner provided by this Agreement, Red Hat's remedies include (a) suspending Services until Red Hat receives full payment from Customer for all fees, including late fees and interest, due, or (b) terminating this Agreement without notice.

4. REPORTING AND AUDIT.

If Customer wishes to increase the number of Installed System, then Customer will purchase from Red Hat additional Services for each additional Installed System. During the term of this Agreement and for one (1) year thereafter, Customer expressly grants to Red Hat the right to audit Customer's facilities and records from time to time in order to verify Customer's compliance with the terms and conditions of this Agreement. Any such audit shall only take place during Customer's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat shall conduct no more than one such audit in any twelve-month period except for the express purpose of assuring compliance by Customer where non-compliance has been established in a prior audit. Red Hat shall give Customer written notice of any non-compliance, and if a payment deficiency exists, then Customer shall have fifteen (15) days from the date of such notice to make payment to Red Hat for any payment deficiency. The amount of the payment deficiency will be determined by multiplying the number of underreported Installed Systems or Services by the annual fee for such item. If Customer is found to have underreported the number of Installed Systems or amount of Services by more than five percent (5%), Customer shall, in addition to the annual fee for such item, pay liquidated damages equal to twenty percent (20%) of the underreported fees for loss of income and administration costs suffered by Red Hat as a result.

5. NON-TRANSFERABLE.

This Agreement, and all Services provided by

濟包括(a)中止服務直至Red Hat向客戶收訖全部之所有到期之應付費用，包括滯納金及利息，或(b)逕行終止本契約不待通知。

4. 報告及稽查

客戶如擬增加已安裝系統之數目，客戶應按擬增加之已安裝系統數目另向Red Hat增加購買本服務。於本契約有效期限及其後一(1)年內，客戶明示授予Red Hat得隨時稽查其設施與記錄之權利，以查核客戶是否有確實遵守本契約之規定。該稽查行為僅得於客戶一般工作時間內進行，且Red Hat應給予客戶至少十(10)日之事先書面通知。於任何連續十二個月期間，Red Hat不得進行一次以上之稽查，惟如於上期稽查發現客戶有未遵守雙方約定之情事者，因而特別為確保客戶確實遵守約定所進行之稽查不在此限。Red Hat應以書面通知客戶任何不合約定之情事，且如有給付不足情形，客戶應自通知日起十五(15)日內將不足款項支付予Red Hat。給付不足之金額，以短報之已安裝系統或服務數目乘以該短報項目之年費計算。如發現客戶短報之已安裝系統數目或服務之金額超過百分之五(5%)，則除該項目之年費外，客戶應另給付相當於短報費用百分之二十(20%)之金額作為損害賠償，以賠償Red Hat因此所遭受之收益損失及多花費之行政費用。

5. 不得轉讓

未經Red Hat事先書面同意，本契約及Red

Red Hat pursuant to this Agreement, may not be transferred, assigned or distributed without the prior written consent of Red Hat. Any attempted transfer, assignment or distribution without Red Hat's prior written consent shall terminate this Agreement, and Red Hat shall have no further obligation hereunder.

6. WARRANTY.

To the maximum extent permitted by applicable law, except as specifically stated in this Agreement, the Software, the Services, and any software program provided by means of RHN, any Proxy Server, Satellite, or the RHN Code (each as defined herein) are provided and **LICENSED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE THAT THE USE OF THE SOFTWARE, SERVICES, OR THE PROXY SERVER, SATELLITE, OR THE RHN CODE (EACH AS DEFINED HEREIN) WILL NOT BE INTERRUPTED OR ERROR FREE.**

7. LIMITATION OF LIABILITY.

Neither party shall be in breach of this Agreement due to failure of performance that arises out of causes beyond its reasonable control. To the maximum extent permitted by applicable law, **IN NO EVENT WILL RED HAT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT OR IN CONTRACT, INCLUDING LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT OR RED HAT'S PERFORMANCE INCLUDING**

Hat依本契約提供之所有服務均不得轉讓、出讓、或分發。任何未經Red Hat事先書面同意之意圖轉讓、出讓、或分發，會導致本契約立刻終止，且Red Hat不再負擔任何本契約之義務。

6. 擔保

除本契約另有規定外，在相關法律許可之最大範圍內，經由RHN、代理伺服器、衛星、或RHN程式碼(前開各專有名詞見本契約之定義)所提供之本軟體、本服務、及任何軟體程式均依“現況”方式提供及授權，Red Hat不提供任何形式之明示或默示之擔保，包括但不限於交換價值、未侵害他人權利、或適合特定目的之默示擔保。Red Hat不擔保本軟體、本服務、代理伺服器、衛星、或RHN程式碼(前開各專有名詞見本契約之定義)之使用不會中斷或無錯誤發生。

7. 有限責任

本契約之任一當事人因其無法合理控制之因素而未履行本契約，不構成違約行為。在相關法律許可之最大範圍內，Red Hat決不對客戶或任何第三人之附隨或間接損害負任何賠償責任；且無論賠償請求係基於侵權行為或契約而生者均同；且無論請求賠償者為所失利益、可得減省之費用、或其他因本契約或Red Hat因履行本契約所生之附隨或間接損害，包括但不限於：(A)因本軟體、本服務、代理伺服器、衛

WITHOUT LIMITATION (A) THE SOFTWARE, THE SERVICES, THE PROXY SERVER, SATELLITE, OR THE RHN CODE (EACH AS DEFINED HEREIN) (B) ANY INTERRUPTION OF USE OF RHN, THE SOFTWARE, OR THE PROXY SERVER, SATELLITE, OR THE RHN CODE (EACH AS DEFINED HEREIN) OR (C) FOR LOSS, INACCURACY OR CORRUPTION OF DATA, EVEN IF RED HAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RED HAT'S LIABILITY HEREUNDER EXCEED THE AMOUNT THAT CUSTOMER PAID TO RED HAT UNDER THIS AGREEMENT DURING THE PREVIOUS TWELVE MONTHS.

8. CONFIDENTIALITY.

Customer and Red Hat agree to maintain the confidentiality of the proprietary information received by the other party including non-public technical and business information for a period of two (2) years after the termination of this Agreement. Red Hat's pricing and product roadmap are Red Hat's confidential information. This section shall not apply to any publicly available or independently developed information.

9. ENTIRE AGREEMENT.

This Agreement shall constitute the exclusive terms and conditions with respect to the purchases of Software and Services under this Agreement by Customer from Red Hat, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Customer in such transactions. 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 herein are merged

星、或RHN程式碼(各如本契約之定義)所生之損害；(B)因RHN、本軟體、代理伺服器、衛星、或RHN程式碼(各如本契約之定義)之中斷使用所生之損害；或(C)資料之漏失、錯誤或毀損所生之損害，Red Hat均不負任何責任；且無論Red Hat有無被告知可能發生該類損害，Red Hat均不負責。無論在任何情況下，Red Hat依本契約所負擔之責任絕不得超過客戶在責任發生十二個月前依本契約給付予Red Hat之款項金額。

8. 保密條款

客戶與Red Hat同意雙方應就自他方處收受之他方所有之資訊應予保密直至本契約終止後兩(2)年。前開應保密資訊包括任何非公開之技術或商業資訊。Red Hat之價格與產品說明係Red Hat之機密資訊。本條款不適用於任何眾所周知或獨自開發之資訊。

9. 全部合意

本契約係Red Hat與客戶間就客戶依本契約向Red Hat購買本軟體及本服務之唯一協議。縱然訂購單或客戶交易時使用之其他文件載有不同之條款亦同，Red Hat與客戶間權利義務悉以本契約為準。本契約係當事人雙方就本契約擬議之交易所達成之終局、完整、且唯一之合約及約定，所有與本契約有關之先前書面協議及先前或同時之口頭協議均併入本契約內，前述協議包括”訂購說明”及”訂購條款”。本契約

herein including any Subscription Descriptions and Subscription Purchase Terms. This Agreement may not be amended, supplemented or modified (or any right or power granted hereunder waived) except by written instrument signed by authorized officers of the parties hereto (or in the case of a waiver, signed by the party to be bound), which instrument makes specific reference to this Agreement.

10. GENERAL.

(10.1) This Agreement shall be governed by and construed in accordance with the substantive laws of the State of North Carolina, U.S.A., without regard to choice of law provisions, except that the United Nations Convention on the International Sale of Goods shall not apply. The parties each agree that they are subject to the personal jurisdiction of the state and federal courts within the State of North Carolina, and each waives the right to challenge the personal jurisdiction of those courts over it. (10.2) Each party warrants that the person signing or accepting this Agreement is authorized to bind said party. (10.3) If one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions. (10.4) Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. (10.5) Any provision of this Agreement which may be reasonably expected to survive the termination of this Agreement, including, but not limited to, the sections entitled Warranty and Limitation of Liability, shall survive such termination. (10.6) Red Hat may supply Customer with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Customer with applicable export restrictions or obligations for such technical data. Each party agrees to comply with any applicable export control laws or

不得修正、增補、或更改(或本契約授予之任何權利或權力，不得任意拋棄)，惟如本契約之修改、增補條款，經雙方或雙方之授權代表人或代理人以書面同意(該書面應標明乃針對本契約作成)者(如屬權利之拋棄，則應經雙方當事人同意)，則不在此限。

10. 其他規定

(10.1)本契約以美國北卡羅來納州實體法(不含該州涉外法律衝突法)為準據法，並依該法為解釋、釋義，不適用聯合國國際商品買賣契約公約(United Nations Convention on Contracts for the International Sale of Goods)。本契約當事人同意其受北卡羅來納州境內之州及聯邦法院之管轄，並拋棄反對受上開法院管轄之權利。(10.2)本契約當事人保證如本契約之簽署或要約及承諾係經由代理人、代表人為之，則該代理人或代表人均經當事人合法授權，且其所為之行為對其所代理、代表之當事人有拘束力。(10.3)如本契約中之任一條款或數個條款被任何管轄法院判定為無效、違法或不得執行，該認定不影響本契約其他條款之效力、合法性及可執行性。(10.4)本契約當事人如未行使或遲延行使其於本契約下所得行使之任何權利、救濟、權力或利益，此不構成拋棄該權利、救濟、權力或利益。(10.5)本契約之任何規定如得以合理期待其效力於本契約終止後仍持續有效者，此規定包括但不限於標題為“擔保”與“責任限制”之條款，則該規定於本契約終止後仍持續有效。(10.6)

regulations. (10.7) Any notice to be given pursuant to this Agreement, including any notice of change of address for notice, shall be deemed RECEIVED when RECEIVED BY Red Hat AND SENT to General Counsel, Red Hat, Inc., 1801 Varsity Drive, Raleigh, NC 27606 and BY Customer WHEN SENT TO the address indicated at the time of purchase: AND (a) UPON RECEIPT BY CUSTOMER, OF the notice sent by the U.S. Postal Service, postage prepaid, first class, certified return receipt requested; (b) upon receipt when delivered in person; OR (c) UPON RECEIPT FROM a reputable international overnight delivery service. (10.8) In the event of a dispute between the parties regarding payment under this Agreement, the non-prevailing party shall pay the reasonable attorney's fees of the prevailing party. (10.9) This Agreement shall be made in the English language and the English original shall control all interpretations of the terms hereof. Any translation of this Agreement is provided for the purposes of reference only.

II. Support Services Service Levels

A. SUBSCRIPTION TERMS AND CONDITIONS

Red Hat will provide the purchased subscription(s) subject to the following terms.

1. DEFINITIONS:

“**Platform**” means the combination of the CPU and other hardware a computer system uses, its exact operating system including the

Red Hat得提供受出口管制禁止之技術資料予客戶。Red Hat就客戶是否遵守該技術資料之相關出口管制禁止規定不負任何責任。本契約當事人雙方同意遵守所有出口管制之相關法規。(10.7)關於任何依本契約發出之通知，包括變更地址之通知，如係給予Red Hat請寄交至1801 Varsity Drive, Raleigh, 北卡羅來納州27606 Red Hat Inc./首席法律顧問收，或傳真至919-754-3704；如係給予客戶請寄交至其於購買本契約產品及服務當時揭露之地址或傳真號碼。通知送達予客戶之時間按下列規定而定：(a)如通知以付足郵資、第一等雙掛號方式交予美國郵局方式寄送者，則於客戶收訖該通知時；(b)如通知由專人遞送，則於客戶收訖通知時；(c)如通知以交予知名國際快遞公司送達者，則於客戶收訖通知時；(10.8)本契約當事人因有關本契約款項給付發生爭訟者，敗訴之一方應賠償勝訴之一方所支出之合理律師費；(10.9)本契約以英文作成。如有以其他語文翻譯者，以英文為主，譯文僅作參考用。

II. 本支援服務之服務等級

A. 訂購條款

Red Hat會依下列條款規定提供客戶購買之訂購項目。

1. 定義：

“**本作業平臺**”係指中央處理機及電腦系統使用之其他硬體之組合，係其實際作業系

version number, the compiler required, the type of libraries (e.g. libc, glibc), and the type of crypto library available (e.g. libcrypt, pam). Changes to any of these components which break binary compatibility, or prohibit functioning (including recompiling) of software, unless modified by Red Hat, constitute a different platform and may disqualify it from receiving Support Services. Should a platform be discontinued during the term of this Agreement, Red Hat will have the option to continue supporting Customer on that platform or to issue Customer a pro-rata refund.

Red Hat Network (“RHN”) is an electronic update service for systems running Red Hat Enterprise Linux.

“Software” means the software purchased under this Agreement, which is provided under Red Hat's trademarks and is subject to the applicable end user license agreement.

“Support Services” means the support services provided with the purchased subscription as further defined in this Agreement.

“Supported Hardware or Platform” means hardware or a platform that functions with the Software and components contemplated for use with the Software. Information regarding the Red Hat supportability status of hardware systems and components, as revised from time to time, can be found at <http://hardware.redhat.com/hcl>. Additional Red Hat support policies that apply to the Support Services may be viewed at http://www.redhat.com/services/techsupport/production/GSS_policy.html.

2. CUSTOMER OBLIGATIONS

2.1 Entitlement.

In order to access and utilize Support

統，該系統包括版本號碼、規定之編譯程式、連結種類(例如libc、glibc)、及可用編碼的資料庫種類(例如libcrypt、pam)。除非係由Red Hat修改，否則變更任何上開元件破壞二進位資料相容性或阻礙軟體功能(包括重編譯功能)，將造成不同作業平臺，可能取消其接收本支援服務之資格，導致其無法接收本支援服務。如作業平臺於本契約有效期間內遭中斷，Red Hat有權決定是否繼續用該作業平臺支援客戶，或按比例退款予客戶。

“Red Hat Network” (簡稱“RHN”) 係指Red Hat企業Linux作業系統之電子更新服務。

“本軟體”係指依本契約購買之軟體，該軟體以Red Hat商標提供，並受相關之終端使用者授權合約規範。

“本支援服務”係指依購買之訂購項目提供之支援服務，其定義詳見如本契約。

“受支援硬體或作業平臺”係指與本軟體及擬與本軟體合用之元件一起運作之硬體或作業平臺。有關Red Hat對硬體系統及元件之支援情況請隨時查閱

<http://hardware.redhat.com/hcl>，該情況可能隨時修改。有關Red Hat適用於本支援服務之其他支援政策，請查閱 http://www.redhat.com/services/techsupport/production/GSS_policy.html。

2. 客戶之義務:

2.1 權利

為獲得並使用本支援服務，客戶在啟

Services, Customer will be required to provide Red Hat with its Customer number, RHN machine name or RHN system ID at the time of initiating the Support Service.

2.2 Customer's Computer System.

Customer will be responsible for performing operations on Customer's computer system and Red Hat shall have no responsibility to perform operations on Customer's computer system. Customer acknowledges that Red Hat's ability to perform certain Support Services may be conditioned upon access to certain Customer information and access to Customer's computer system as reasonably requested by Red Hat. Such information may include, but is not limited to, the type of hardware Customer is using, a description of the problem for which Customer seeks Support Services, and additional software Customer is using that falls outside the Support Services scope of coverage. Customer understands and agrees that the completeness and accuracy of the information Customer provides to Red Hat may affect Red Hat's ability to provide Support Services. The Support Services purchased by Customer are intended for use only for the benefit of the Customer and only for the Installed Systems with subscriptions. Customer may not use one subscription for Services for more than one Installed System. Any unauthorized use of the Services will be deemed to be a material breach of this Agreement.

2.3 Designated Customer Contact.

Red Hat will provide Support Services to Customer only by communication with the Customer's designated technical contact or contacts (the "Contact"). Customer is entitled to the number of Contacts set forth in the Customer Contacts table on Schedule II. Customer

動本支援服務時，應將其客戶號碼、RHN機器名稱或RHN系統名稱提供予Red Hat。

2.2 客戶之電腦系統

客戶應自行負責其電腦系統作業，Red Hat不對客戶電腦系統作業負責。客戶認知Red Hat提供本支援服務之能力可能會視依其合理要求而獲得之客戶資訊及客戶電腦系統不同而定。前開資訊包括但不限於客戶使用之硬體種類、客戶對其尋求本支援服務之需求說明、及不在本支援服務範圍內而客戶使用之其他軟體。客戶了解並同意其提供予Red Hat資訊之完整性及正確性可能影響Red Hat提供本支援服務之能力。客戶購買之本支援服務僅為客戶本身之利益及作為客戶向Red Hat訂購之已安裝系統所使用。客戶不得將訂購一次之本服務使用於一個以上之已安裝系統。任何未經授權使用本服務將視為違反本契約之重大情事。

2.3 指定之客戶聯絡人

Red Hat對客戶提供本支援服務僅以經由與客戶指定之技術聯絡人(以下稱“聯絡人”)溝通之方式。客戶有權指定之聯絡人數如本契約附件二客戶聯絡人目錄所載。客戶得付費請求增加聯

may purchase additional Contacts for a fee. Customer shall use commercially reasonable efforts to maintain consistent Contacts during the term of this Agreement. Customer may not use a single Contact to act as a mere forwarding service for other personnel. The Contact may not use Support Services on the basis of this Agreement to benefit any person or entity other than the Customer. Each Contact must have read and/or write access to all necessary files. Each Contact must have English language communication skills and the relevant technical knowledge necessary to assist Red Hat in performing the Support Services contemplated under this Agreement. This knowledge includes familiarity with the Software and the Supported Hardware or Platform.

2.4 Support Portal.

Customer may initiate Support Service requests through the web-based support portal located at Red Hat's main web site, <http://www.redhat.com/apps/support>. The Contact(s) are entitled to open a secure login to the support portal and use the ticket manager application to submit a Support Service request for any covered Support Service. Each submitted Support Service request is given a unique identification number. Support Services logged through the support portal are managed using the English language.

B.SERVICE LEVELS FOR SUBSCRIPTIONS

1. Red Hat Network Proxy Server and Satellite.

If Customer subscribes to RHN Proxy Server or Satellite ("Proxy Server" or "Satellite") as an upgraded delivery method to RHN, then the following provisions apply to that

絡人數。於本契約有效期間內，客戶應以商業上合理努力維持相同之聯絡人。客戶不得使用單一聯絡人來傳遞 Red Hat所提供予其之資訊予他人。聯絡人不得為客戶以外之任何其他人/法人之利益使用依本契約提供之本支援服務。各聯絡人應閱讀所有必要之檔案資料及/或得以進入所有必要檔案資料來進行修改。各聯絡人須具備英語溝通能力及相關之技術知識，足以協助Red Hat提供本契約所擬提供之本支援服務。該知識包括熟悉本軟體及受支援硬體或作業平臺。

2.4 支援入口網站

客戶可經由Red Hat主要網站 <http://www.redhat.com/apps/support> 中網路支援入口網站啟動本支援服務之申請。聯絡人有權開啟安全登錄密碼進入支援入口網站，並使用“收費機制”(ticket manager application)，對範圍內之任何支援服務項目提出本支援服務之申請。對每份提出之本支援服務申請將給予一個獨特之辨識號碼。經由支援入口網站登錄之本支援服務均以英語處理。

B. 訂購之服務等級

1. Red Hat網路代理伺服器與衛星

如客戶訂購RHN代理伺服器或衛星(以下簡稱“代理伺服器”或“衛星”)以作為

subscription. To provide Proxy Server or Satellite, the Proxy Server and/or Satellite code (the "RHN Code") will be installed onto one or more designated servers owned or leased by Customer, approved by Red Hat and located at Customer's site or provided by Red Hat (the "RHN Servers") solely for the purpose of allowing Customer to receive the RHN Service during the period that the Customer subscribes to RHN Service (the "Subscription Period"). Customer may use the RHN Code only on the RHN Servers and, upon Red Hat's written approval, on one additional server for backup purposes. Customer may use the RHN Code only to receive the RHN Services for systems for which Customer has purchased a subscription for RHN Service. Customer may not use the RHN Code for any other purpose. Customer may not transfer or assign the RHN Code or any media containing the RHN Code. Customer may not modify, copy, make derivative works of, distribute, reverse engineer, decompile or export the RHN Code. During the Subscription Period, Customer agrees that Red Hat shall have such electronic or physical access to the RHN Servers as Red Hat reasonably requests to enable Red Hat to deliver the RHN Service and to update or enhance the RHN Code as Red Hat deems necessary, in its sole discretion.

The RHN Code and any physical media containing the RHN Code and all intellectual property rights contained therein, and all copies thereof made by Customer (if authorized by Red Hat) are the exclusive property of Red Hat and a valuable trade secret of Red Hat. Upon termination of the subscription, Customer immediately will destroy all copies of the RHN Code in its possession (including any RHN Code installed on the RHN Servers). The RHN Code (and any media containing the RHN Code) is the confidential property of Red Hat

RHN之升級傳送方法，則下列規定適用於該項訂購。為提供代理伺服器或衛星，代理伺服器或衛星程式碼(以下稱“RHN程式碼”)將被安裝於客戶指定之單一或多個伺服器內，該伺服器得為客戶所有或租用，經Red Hat核可，並置放於客戶處，或Red Hat為使客戶於其訂購RHN服務期間(以下稱“訂購期間”)得以接收RHN服務而提供予客戶使用(以下稱“RHN伺服器”)。客戶僅可將RHN程式碼使用於RHN伺服器，如經Red Hat書面核可，亦可為備份之目的使用於另一台伺服器。客戶僅得為其已購買RHN服務之系統使用RHN程式碼接收RHN服務。客戶不得為任何其他目的使用RHN程式碼。客戶不得轉讓或出讓RHN程式碼或含RHN程式碼之儲存媒體。客戶不得修改、複製、改作為衍生著作、散布、解譯、進行還原工程、或輸出RHN程式碼。於訂購期間，客戶同意應按Red Hat合理請求，使Red Hat得以經由電子方式或實際進入RHN伺服器，俾Red Hat得以傳送RHN服務。Red Hat得自行決定是否必要，如其認為必要，則其得更新或提昇RHN程式碼。

RHN程式碼與含RHN程式碼之任何儲存媒體及該等所含之一切智慧財產權，及客戶就該等所作之備份(如客戶製作備份係經Red Hat授權)，均屬Red Hat之專屬財產，且為Red Hat有價值之營業秘密。於訂購契約終止時，客戶應即摧毀其持有之一切RHN程式碼備份(包括安裝於RHN伺服器之所有RHN程式碼)。RHN程式碼(及含RHN程式碼之任何儲存媒體)係Red Hat之

and Customer shall not use or disclose any information regarding the RHN Code, except as permitted by this Agreement. If Red Hat provides the RHN Server to Customer, Customer must promptly return such hardware to Red Hat upon termination of this Agreement.

機密性財產，除經本契約特別核可者外，客戶不得使用或揭露有關RHN程式碼之任何資訊。如Red Hat提供RHN伺服器予客戶，客戶應於本契約終止時立即將該硬體設備歸還Red Hat。

2. Response Guidelines.

A response to a request for Support Services shall consist of receipt of and acknowledgment by Red Hat of Customer's request for Support Services. Red Hat will use commercially reasonable efforts to provide a response within the response guideline period set forth in the table below during standard business hours and days as set forth in the table below, exclusive of Red Hat holidays. Customer acknowledges that a response may not include resolution for all requests for Support Services. Red Hat will use commercially reasonable efforts to provide answers and resolve Customer's requests for Support Services. However, Customer acknowledges and understands that no software is perfect or error free and that, despite Red Hat's commercially reasonable efforts, Red Hat may be unable to provide answers to or resolve some or all requests for Support Services. Red Hat makes no promises, guarantees, or assurances of any kind that it will be able to resolve all Customer Support Services requests.

2. 答覆方式

對本支援服務申請之答覆包括Red Hat聲明其已收受客戶對本支援服務之申請。Red Hat會以商業上合理努力於下列表格所列之答覆期間內提供答覆。前開答覆期間在Red Hat一般營業時間內，不包括Red Hat之例休假日。客戶瞭解並認知一份答覆可能無法涵蓋所有本支援服務申請之解答。Red Hat將以商業上合理努力提供答覆，並解決客戶有關本支援服務之問題。但客戶瞭解並認知軟體並不可能完美，亦不可能全無錯誤，而且即使Red Hat以商業上合理努力，仍可能無法對部分或全部本支援服務之申請提供答案或解決該等問題。Red Hat就其對解決所有客戶本支援服務申請之能力不作任何承諾、擔保、或擔保。

3. SLA Tables:

3. SLA表格

3.1 Response Guidelines:

3.1 答覆方式

Subscription Type 訂購服務之種類	Response Guidelines 答覆方式
Standard Support Services 標準型支援服務	4 Business Hours by telephone 以電話服務 - 四個工作小時 2 Business Days by Web/email 以網路/Email服務 - 二個工作日
Premium Support Services	1 hour by telephone

優惠型支援服務	以電話服務 - 一小時 1 day by Web/email 以網路/Email服務 - 一日
Developer Support Services 開發型支援服務	1 Business Day 一個工作日

3.2 Severity Level Definitions:

3.2 嚴重程度之定義

Severity Level 嚴重程度	Definition 定義
1	<p>Catastrophic production problem which may severely impact the Customer's production systems, or in which Customer's production systems are down or not functioning; loss of production data and no procedural work around exists. Severity 1 problem also includes issues that result in an emergency condition that causes a serious security breach.</p> <p>災難性生產問題，可能嚴重衝擊客戶之生產系統，或客戶之生產系統癱瘓或不運作，喪失生產資料，且無程序運作功能。第一級嚴重程度之問題亦包括導致緊急情況之事項，該緊急情況引發嚴重之違反安全問題。</p>
2	<p>High-impact problem in which the Customer's operation is disrupted but there is capacity to remain productive and maintain necessary business-level operations. Severity 2 problem also applies for minor security breach situations.</p> <p>具高度衝擊性問題，客戶運作遭中斷，但仍有生產能力，並維持必要之業務運作。第二級嚴重程度之問題適用於輕微之違反安全情況。</p>
3	<p>Medium-to-low impact problem which involves partial non-critical functionality loss. One which impairs some operations but allows the Customer's system to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to the Customer's operation and issues in which there is an easy circumvention or avoidance by the end user. This includes documentation errors.</p> <p>屬中低級衝擊性問題，涉及部分非危急之功能喪失，屬於損害部分功能但客戶系統仍可持續運作之問題，這可能是項輕微問題，對客戶之運作僅損失部分功能或無損失，或僅造成部分衝擊或無衝擊，且屬終端使用人容易迴避的問題，此項包括文件資料之錯誤。</p>
4	<p>General usage questions, recommendations for future product enhancements or modifications and to calls that are passed to Red Hat for information purposes. There is no impact on the quality, performance or functionality of the product.</p> <p>一般使用上之問題，或為資訊之目的，因應未來產品之提昇或更改對Red Hat所提建議，對產品之品質、運用、或功能無衝擊。</p>

3.3 Standard Business Hours and Days:

3.3 營業時間

GEOGRAPHY	STANDARD BUSINESS HOURS AND DAYS
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地區	標準營業時間
North America, South America 北美、南美	9 a.m. To 9 p.m. EST Monday-Friday 美東標準時間 週一～週五；上午 9 點～下午 9 點
Europe, Middle East, Africa 歐洲、中東、非洲	UK: 9 a.m. To 5 p.m. GMT Monday-Friday 英國：格林威治標準時間 週一～週五；上午 9 點～下午 5 點 Other: 9 a.m. To 5 p.m. CET Monday-Friday 其他地區：當地標準時間 週一～週五；上午 9 點～下午 5 點
Japan 日本	9 a.m. To 5 p.m. JST Monday-Friday 日本標準時間 週一～週五；上午 9 點～下午 5 點
Pacific Rim Countries 太平洋地區國家	9 a.m. To 5 p.m. local times Monday-Friday 當地時間 週一～週五；上午 9 點～下午 5 點

3.4 Number of Contacts:

3.4 聯絡人數

Number of Installed Systems 已安裝系統之數目	Number of Contacts 聯絡人數
1 to 25 (1至25)	2
26 to 50 (26至50)	3
51 to 100 (51至100)	4
101 to 250 (101至250)	6
251 to 500 (251至500)	8
501 to 1000 (501至1000)	12

4. Support Service Conditions.

4. 支援服務之條件

4.1 Red Hat may, at its discretion, decline to provide Support Services for Software that has been modified or changed by Customer in any way, except as directed by Red Hat. Red Hat will provide Support Services for Supported Hardware and Platforms only. Red Hat will only provide Support Services for those Installed Systems for which Customer has subscribed under this Agreement.

4.1 Red Hat得依其自行決定，就經客戶以任何形式修改或變更之本軟體拒絕提供支援服務，惟該修改或變更係依 Red Hat指示而為之，則不在此限。Red Hat僅對受支援硬體及作業平臺提供支援服務。Red Hat僅對客戶依本契約購買之已安裝系統提供支援服務。

4.2 Red Hat may, at its discretion, decline to provide Support Services for the packages included in the Software which

4.2 Red Hat得依其自行決定，就“不受核心支援”之套裝軟體拒絕提供支援服

are designated as “kernel-unsupported.”

III. Learning Services Terms and Conditions

The following terms are applicable only to any Learning Services that Customer purchases:

A. Learning Services Definition:

The term “Learning Services” means Red Hat's training courses purchased under this Agreement which may include Red Hat's publicly available courses (“Open Enrollment Courses”) or Red Hat's training units, which may be redeemed for Open Enrollment Courses (“TU's”).

B. Learning Services Additional Terms and Conditions:

In addition to the General Terms and Conditions set forth in Section I hereof, the following terms apply to Learning Services:

1. Payment and Expense Reimbursement.

The total fees must be paid prior to the delivery of Learning Services, notwithstanding any contrary term set forth in Schedule I.

2. Equipment and Facilities.

For Open Enrollment Courses, Red Hat agrees to provide appropriate training facilities and hardware, and Customer will be liable for any loss or destruction of such equipment and hardware used in connection with the Learning Services. Learning Services, offerings, scheduling, capacity limitations, and availability are subject to change from time to time, without notice.

3. Customer Responsibilities.

Customer is responsible for assessing the participants' suitability for the Learning

務。

III. 教育訓練服務條款

下列規定僅適用於客戶購買之任何教育訓練服務：

A. 教育訓練服務之定義

“教育訓練服務”一詞係指依本契約購買之 Red Hat 訓練課程，得包括 Red Hat 公開開放之課程(以下稱“公開註冊課程”)或 Red Hat 之訓練單元，該單元得退換為公開註冊課程(以下稱“訓練單元”)。

B. 其他教育訓練服務條款

除適用本契約第 I 節所載之一般條款外，下列條款亦適用於教育訓練服務：

1. 付款與費用之償還

於教育訓練服務提供前，應給付全額費用，即便附表 I 有相反之規定亦然。

2. 設備與設施

Red Hat 同意提供公開註冊課程所需之訓練設施及硬體，如教育訓練服務使用之設備與硬體有任何損害或毀損者，客戶應負責賠償。Red Hat 得隨時變更教育訓練服務之課程、時間安排、容量限制及提供，毋庸另行通知客戶。

3. 客戶之責任

客戶應負責自行評估其指派參加教育訓練

Services and enrollment in the appropriate course(s). Customer is responsible for its participants' attendance at scheduled courses. Participants may be required to enter into individual training agreements that are applicable to the Learning Services. Except as otherwise specified in this Agreement, the Learning Services are provided subject to Red Hat's standard policies, terms and conditions as posted on redhat.com from time to time, and all such policies, terms and conditions are incorporated herein.

4. Rights to Training Materials.

All training products, materials, methodologies, software, or processes provided in connection with the Learning Services and developed during the performance of the Learning Services (collectively, the "Training IP") are the sole property of Red Hat and are copyrighted by Red Hat unless otherwise indicated thereon. Training IP is provided solely for the use of the participants during the provision of the Learning Services and shall not be copied or transferred without the prior written consent of Red Hat. Training IP shall be deemed to be Red Hat's confidential and proprietary information.

5. Delivery Date and Cancellation.

Customer agrees to take delivery of the Learning Services on the date(s) reserved. Any discount is contingent on delivery of the Learning Services on such date(s). If Customer cancels or reschedules with less than ten (10) business days notice there will be a charge of 25% of the undiscounted total fees plus any travel and other expenses incurred by Red Hat.

6. Training Units.

服務及各該課程之參加人員是否適合參加該教育訓練服務及課程，並負責其安排參加該課程之人員按時出席。每一個參加人員可能會被要求依各該教育訓練服務簽署個人訓練契約。除本契約另有規定外，教育訓練服務之提供適用Red Hat之制式一般條款及隨時登載於redhat.com之條款，且該一般條款併為本契約之一部份。

4. 訓練教料之權利

因教育訓練服務而提供，及於教育訓練服務進行期間所研發之所有訓練產品、教材、方法、軟體、或程序(以下統稱“訓練教材智慧財產”)為Red Hat之單獨所有財產，且該等訓練教材智慧財產均由Red Hat取得著作權，但訓練教材智慧財產另有規定者不在此限。訓練教材智慧財產僅供參加人於參加教育訓練服務時使用，未經Red Hat事先書面同意，不得複製或轉讓。訓練教材智慧財產應視為Red Hat之機密及專屬資訊。

5. 受領日期與取消

客戶同意於其預定之日期受領教育訓練服務。任何折扣均以客戶於其預定之日期受領教育訓練服務為前提條件。如客戶以少於十(10)個工作日之通知取消或重排訓練時程，Red Hat應另外向客戶收費，或向客戶收取相當於未折扣總價百分之二十五(25%)之費用及Red Hat已發生之任何差旅費及其他費用。

6. 訓練單元

TU's may be redeemed solely for training seats in standard, public, Open Enrollment Courses sponsored by Red Hat at a Red Hat training facility for a period of one (1) year from the effective date. TUs are non-refundable and may not be redeemed for cash or credit. Red Hat has sole discretion regarding where and when the TUs can be redeemed and they may not be redeemed or applied toward Red Hat eLearning or On-site Courses. TUs cannot be pro-rated or combined with any other discount, special offer or coupon.

7. Nonsolicitation.

Customer agrees that during the term of this Agreement and for a period of one (1) year thereafter, Customer will not solicit or hire the instructor(s) that provide the Learning Services to Customer or induce such instructor(s) to reduce the number of hours he or she works for Red Hat regardless of whether such instructor is an employee or independent contractor of Red Hat.

客戶得於有效日起一(1)年內將訓練單元轉成由Red Hat贊助之一般、公開、公開註冊課程等課程。訓練單元不得以現金或賒帳方式退款、退換。有關何處及何時得退換訓練單元，訓練單元是否不得轉換為或抵繳Red Hat電子學習(eLearning)或現場(On-site)課程之費用，均任由Red Hat自行決定。訓練單元不得按比例、部分，或與任何其他折扣、優惠價或優待券併用。

7. 不得勸誘

客戶同意於本契約有效期間及嗣後一(1)年內，不得勸誘提供教育訓練服務予客戶之授課人員離職或亦不得雇用提供教育訓練服務予客戶之授課人員，或誘使該授課人員減少其為Red Hat工作之時數。無論該授課人員是否為Red Hat員工或獨立契約履行輔助人，均有本條規定之適用。

Appendix 1

附件一

LICENSE AGREEMENT AND LIMITED PRODUCT WARRANTY RED HAT® ENTERPRISE LINUX® AND RED HAT® APPLICATIONS

授權契約及有限責任產品擔保

This agreement governs the use of the Software and any updates to the Software, regardless of the delivery mechanism. The Software is a collective work under U.S. Copyright Law. Subject to the following terms, Red Hat, Inc. (“Red Hat”) grants to the user (“Customer”) a license to this collective work pursuant to the GNU General Public License.

1. The Software.

Red Hat Enterprise Linux and Red Hat Applications (the “Software”) are either a modular operating system or application consisting of hundreds of software components. The end user license agreement for each component is located in the component's source code. With the exception of certain image files identified in Section 2 below, the license terms for the components permit Customer to copy, modify, and redistribute the component, in both source code and binary code forms. This agreement does not limit Customer's rights under, or grant Customer rights that supersede, the license terms of any particular component.

2. Intellectual Property Rights.

The Software and each of its components, including the source code, documentation, appearance, structure and organization are owned by Red Hat and others and are protected under copyright and other laws. Title to the Software and any component, or to any copy, modification, or merged portion shall remain with the aforementioned, subject

本契約規範“軟體”及其更新版本的使用,且無論“軟體”是以何種方式交付均受本契約規範。“軟體”根據美國《著作權法》屬於集體創作作品。Red Hat, Inc. (以下簡稱“Red Hat”)根據《GNU 通用公開授權契約》,授權予使用人(下稱“用戶”)依照本契約下列條款,使用本契約中規定之軟體。

1. 軟體

(以下簡稱“軟體”)是一種模組化作業系統,由上百項軟體元件組成。每個軟體元件之終端使用者授權契約載於每個軟體元件之原始碼內。依下列第二條所列諸項圖像文件,元件之授權契約授權“用戶”以原始碼和二進位代碼形式,複製、修改和轉銷元件。本契約不限制“用戶”在任何元件之授權契約內所得享有之權利,但亦未授權“用戶”得行使授權契約範圍之權利。

2. 智慧財產權

“軟體”及其所有元件,包括原始碼、文件、外觀、結構和組織,均由 Red Hat 及其他第三人所有,受著作權法和其他相關法律之保護。關於“軟體”、任何元件、其備份、改作或合併內容之所有權,依照各

to the applicable license. The “Red Hat” trademark and the “Shadowman” logo are registered trademarks of Red Hat in the U.S. and other countries. This agreement does not permit Customer to distribute the Software using Red Hat's trademarks. Customer should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Software, regardless of whether it has been modified. If Customer makes a commercial redistribution of the Software, unless a separate agreement with Red Hat is executed or other permission granted, then Customer must modify any files identified as “REDHAT-LOGOS” and “anaconda-images” to remove all images containing the “Red Hat” trademark or the “Shadowman” logo. Merely deleting these files may corrupt the Software.

3. Limited Warranty.

Except as specifically stated in this agreement or a license for a particular component, **to the maximum extent permitted under applicable law, the Software and the components are provided and licensed “as is” without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Red Hat warrants that the media on which the Software is furnished will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to Customer. Red Hat does not warrant that the functions contained in the Software will meet Customer's requirements or that the operation of the Software will be entirely error free or appear precisely as described in the accompanying documentation. **This warranty extends only to the party that purchases the Software from Red Hat or a Red Hat authorized**

該授權契約條款規定，屬上開權利人所有。“ Stronghold” 商標、“ Red Hat” 商標及“ Shadowman” 標章，乃 Red Hat 在美國及其他國家之註冊商標。依本契約規定“ 用戶” 不得使用 Red Hat 商標轉銷“ 軟體”。無論“ 軟體” 是否已經修改，“ 用戶” 於轉銷任何“ 軟體” 備份之前，應參閱 <http://www.redhat.com/about/corporate/trademark/> 網站公告。如果“ 用戶” 進行“ 軟體” 的商業發售，除用戶與 Red Hat 另訂有契約或取得授權者外，“ 用戶” 必須修改一切有“ REDHAT-LOGOS” 及“ anaconda-images” 標示之檔案，刪除含有“ Red Hat” 商標或“ Shadowman” 標章的所有圖像。如用戶僅將這些檔案刪除而未予以修改者，此可能造成“ 軟體” 損壞。

3. 有限擔保責任

除本契約或任何具體元件之授權契約另有明確規定外，在現行法律許可之最大範圍內，“ 軟體” 及元件均按“ 現狀” 條件提供及授權，Red Hat 不提供任何明示、默示之擔保 (包括有關軟體交換價值、不侵害他人權利或適用於任何特定目的之默示擔保)。Red Hat 擔保，其所提供之“ 軟體” 之介面於“ 軟體” 送交予“ 用戶” 之日起三十 (30) 日內，於正常使用下，不會出現材料和製作方面之故障。Red Hat 不擔保“ 軟體” 功能符合“ 用戶” 的要求，亦不擔保“ 軟體” 之運用絕對不會發生錯誤或會完全按照所附文件說明進行顯示。本項擔保只適用於直接向 Red Hat 或向 Red Hat

distributor.

4. Limitation of Remedies and Liability.

To the maximum extent permitted by applicable law, the remedies described below are accepted by Customer as its only remedies. Red Hat's entire liability, and Customer's exclusive remedies, shall be: If the Software media is defective, Customer may return it within 30 days of delivery along with a copy of Customer's payment receipt and Red Hat, at its option, will replace it or refund the money paid by Customer for the Software. **To the maximum extent permitted by applicable law, Red Hat or any Red Hat authorized dealer will not be liable to Customer for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Software, even if Red Hat or such dealer has been advised of the possibility of such damages. In no event shall Red Hat's liability under this agreement exceed the amount that Customer paid to Red Hat under this agreement during the twelve months preceding the action.**

5. Export Control.

As required by U.S. law, Customer represents and warrants that it: (a) understands that the Software is 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 (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria); (c) will not export, re-export, or transfer the Software to any prohibited destination, entity, or individual without the necessary export license(s) or authorizations(s) from the U.S. Government;

之授權經銷商購買“軟體”之買受人。

4. 救濟與責任限制

於現行法律允許之最大限度內，“用戶”同意下述之救濟為其唯一可得行使之救濟。Red Hat 應負之責任且“用戶”可得行使之救濟，僅限於下列情形：如果“軟體”介面有瑕疵，“用戶”可在交貨後三十（30）日內，將瑕疵品連同“用戶”付款收據影本一併退還予 Red Hat，Red Hat 得自行決定是否更換瑕疵品，或退還“用戶”支付之購買“軟體”價金。在現行法律允許之最大限度內，Red Hat 或其授權之經銷商對於“用戶”因使用或不使用“軟體”造成之任何間接或附帶損害（包括所失利益，或原可得減省之費用）毋需負責，即使 Red Hat 或其授權之經銷商事先已被告知可能會發生此類損害，Red Hat 仍毋需就此損害負擔任何賠償責任。Red Hat 在本契約下所負擔之責任，絕不超過“用戶”於提起法律行動前十二（12）個月內依本契約所支付予 Red Hat 之款項金額。

5. 出口管制

依據美國法律規定，“用戶”特此確認並聲明擔保如下：（1）“用戶”瞭解，根據美國商務部《出口管理條例》規定，“軟體”受出口管制；（2）“用戶”不在上述《出口管理條例》或美國制裁措施公布之禁運管制國家境內（目前這些禁運管制國家有古巴、伊朗、伊拉克、利比亞、北朝鮮、蘇丹及敘利亞），（3）未經美國政府許可或授權，“用戶”不會出口、轉口、

(d) will not use or transfer the Software 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 United States and exports or transfers the Software to eligible end users, it will, as required by EAR Section 741.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry & Security (BIS), which include the name and address (including country) of each transferee; and (f) understands that countries other than the United States may restrict the import, use, or export of encryption products and that it shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs.

Red Hat may distribute third party software programs with the Software that are not part of the Software. These third party programs are subject to their own license terms. The license terms either accompany the programs or can be viewed at <http://www.redhat.com/licenses/>. If Customer does not agree to abide by the applicable license terms for such programs, then Customer may not install them. If Customer wishes to install the programs on more than one system or transfer the programs to another party, then Customer must contact the licensor of the programs.

7. General.

If any provision of this agreement is held to be

銷售或轉讓“軟體”予任何於禁運國家境內之個人或法人，(4)除由美國政府依法或特別許可授權者外，“用戶”不會將“軟體”應用於任何核能、生化武器或作為導彈技術之最終應用，也不會將“軟體”轉讓給他人作為上開目的之使用，(5)“用戶”瞭解並同意，如果其在美國境內向合格之終端使用者出口或轉讓“軟體”，則“用戶”應按上述《出口管理條例》第 741.17(e)條規定，每半年向美國商務部工業安全局 (Bureau of Industry & Security) 提交一份報告，詳列各受讓人之姓名、地址 (包括所屬國) 等情況，且 (6) “用戶”瞭解，美國以外其他國家可能會限制加密產品進口、使用或出口，“用戶”應全權負責遵守此進口、使用或出口限制之規定。

6. 第三人軟體程式

Red Hat 可能隨“軟體”配送不屬於“軟體”內容之第三人軟體程式。有關第三人程式之授權，應受該軟體程式所附帶之授權契約規定規範。該授權契約可能附隨於第三人軟體程式中，或可登陸 <http://www.redhat.com/licenses/> 網站查閱。如果“用戶”不同意遵守第三人軟體程式授權契約，則其無權安裝該等程式。如果“用戶”希望在一個以上的系統中安裝程式，或轉讓該程式予他人者，則其必須自行向該程式授權使用人取得授權。

7. 一般規定

如果本契約有任何條款被判定為不得執

unenforceable, that shall not affect the enforceability of the remaining provisions. This agreement shall be governed by the laws of the State of North Carolina and of the United States, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods shall not apply.

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行，本契約其他條款不受此影響。本契約不適用《聯合國國際貨物銷售合同公約》，受美國北卡羅來納州法律管轄 (但不適用美國北卡羅來納州中涉外法律衝突法之相關規定)。

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Appendix 2 附件二

LICENSE AGREEMENT AND LIMITED PRODUCT WARRANTY RED HAT STRONGHOLD FOR RED HAT ENTERPRISE LINUX AND RED HAT STRONGHOLD FOR UNIX 授權契約及有限責任產品擔保

This agreement governs the use of the Software and any updates to the Software, regardless of the delivery mechanism. The Software is a collective work under U.S. Copyright Law. Subject to the following terms, Red Hat, Inc. (“Red Hat”) grants to the user (“Customer”) a license to this collective work pursuant to the GNU General Public License.

1. The Software.

Red Hat Stronghold for Red Hat Enterprise Linux and Red Hat Stronghold for Unix (the “Software”) are secure web servers consisting of hundreds of software components. The end user license agreement for each component is located in the component's source code. Subject to Section 2 below, the license terms for the components permit Customer to copy, modify, and redistribute the component, in both source code and binary code forms. This agreement does not limit Customer's rights under, or grant Customer rights that supersede, the license terms of any particular component.

2. Intellectual Property Rights.

The Software and each of its components, including the source code, documentation, appearance, structure and organization are owned by Red Hat and others and are protected under copyright and other laws. Title to the Software and any component, or to

本契約規範“軟體”及其更新版本的使用，且無論“軟體”是以何種方式交付均受本契約規範。“軟體”根據美國《著作權法》屬於集體創作作品。Red Hat, Inc. (以下簡稱“Red Hat”)根據《GNU 通用公開授權契約》，授權予使用人(下稱“用戶”)依照本契約下列條款，使用本契約中規定之軟體。

1. 軟體

Red Hat Stronghold for Red Hat Enterprise Linux and Red Hat Stronghold for Unix (以下簡稱“軟體”)為一網路伺服器系統，由上百項軟體元件組成。每個軟體元件之終端使用者授權契約載於每個軟體元件之原始碼內。依下列第二條規定，元件之授權契約授權“用戶”以原始碼和二進位代碼形式，複製、修改和轉銷元件。本契約不限制“用戶”在任何元件之授權契約內所得享有之權利，但亦未授權“用戶”得行使授權契約範圍之權利。

2. 智慧財產權

“軟體”及其所有元件，包括原始碼、文件、外觀、結構和組織，均由 Red Hat 及其他第三人所有，受著作權法和其他相關法律之保護。關於“軟體”、任何元件、其

any copy, modification, or merged portion shall remain with the aforementioned, subject to the applicable license. The “Stronghold” and “Red Hat” trademarks and the “Shadowman” logo are registered trademarks of Red Hat in the U.S. and other countries. This agreement does not permit Customer to distribute the Software using Red Hat's trademarks. Customer should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Software, regardless of whether it has been modified.

3. Limited Warranty.

Except as specifically stated in this agreement or a license for a particular component, **to the maximum extent permitted under applicable law, the Software and the components are provided and licensed “as is” without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose.** Red Hat warrants that the media on which the Software is furnished will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to Customer. Red Hat does not warrant that the functions contained in the Software will meet Customer's requirements or that the operation of the Software will be entirely error free or appear precisely as described in the accompanying documentation. **This warranty extends only to the party that purchases the Software from Red Hat or a Red Hat authorized distributor.**

4. Limitation of Remedies and Liability.

To the maximum extent permitted by applicable law, the remedies described below are accepted by Customer as its only remedies. Red Hat's entire liability, and Customer's

備份、改作或合併內容之所有權，依照各該授權契約條款規定，屬上開權利人所有。“ Stronghold” 商標、“ Red Hat” 商標及“ Shadowman” 標章，乃 Red Hat 在美國及其他國家之註冊商標。依本契約規定“ 用戶” 不得使用 Red Hat 商標轉銷“ 軟體”。無論“ 軟體” 是否已經修改，“ 用戶” 於轉銷任何“ 軟體” 備份之前，應參閱 <http://www.redhat.com/about/corporate/trademark/> 網站公告。

3. 有限擔保責任

除本契約或任何具體元件之授權契約另有明確規定外，在現行法律許可之最大範圍內，“ 軟體” 及元件均按“ 現狀” 條件提供及授權，Red Hat 不提供任何明示、默示之擔保 (包括有關軟體交換價值、不侵害他人權利或適用於任何特定目的之默示擔保)。Red Hat 擔保，其所提供之“ 軟體” 之介面於“ 軟體” 送交予“ 用戶” 之日起三十 (30) 日內，於正常使用下，不會出現材料和製作方面之故障。Red Hat 不擔保“ 軟體” 功能符合“ 用戶” 的要求，亦不擔保“ 軟體” 之運用絕對不會發生錯誤或會完全按照所附文件說明進行顯示。本項擔保只適用於直接向 Red Hat 或向 Red Hat 之授權經銷商購買“ 軟體” 之買受人。

4. 救濟與責任限制

於現行法律允許之最大限度內，“ 用戶” 同意下述之救濟為其唯一可得行使之救濟。Red Hat 應負之責任且“ 用戶” 可得行

exclusive remedies, shall be: If the Software media is defective, Customer may return it within 30 days of delivery along with a copy of Customer's payment receipt and Red Hat, at its option, will replace it or refund the money paid by Customer for the Software. **To the maximum extent permitted by applicable law, Red Hat or any Red Hat authorized dealer will not be liable to Customer for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Software, even if Red Hat or such dealer has been advised of the possibility of such damages. In no event shall Red Hat's liability under this agreement exceed the amount that Customer paid to Red Hat under this agreement during the twelve months preceding the action.**

5. Export Control.

As required by U.S. law, Customer represents and warrants that it: (a) understands that the Software is 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 (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria); (c) will not export, re-export, or transfer the Software 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 Software 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 United States and exports or transfers the Software to eligible end users, it will, as required by EAR Section 741.17(e), submit semi-annual reports to the Commerce Department's Bureau of Industry

使之救濟，僅限於下列情形：如果“軟體”介面有瑕疵，“用戶”可在交貨後三十（30）日內，將瑕疵品連同“用戶”付款收據影本一併退還予 Red Hat，Red Hat 得自行決定是否更換瑕疵品，或退還“用戶”支付之購買“軟體”價金。在現行法律允許之最大限度內，Red Hat 或其授權之經銷商對於“用戶”因使用或不使用“軟體”造成之任何間接或附帶損害（包括所失利益，或原可得減省之費用）毋需負責，即使 Red Hat 或其授權之經銷商事先已被告知可能會發生此類損害，Red Hat 仍毋需就此損害負擔任何賠償責任。Red Hat 在本契約下所負擔之責任，絕不超過“用戶”於提起法律行動前十二（12）個月內依本契約所支付予 Red Hat 之款項金額。

5. 出口管制

依據美國法律規定，“用戶”特此確認並聲明擔保如下：（1）“用戶”瞭解，根據美國商務部《出口管理條例》規定，“軟體”受出口管制；（2）“用戶”不在上述《出口管理條例》或美國制裁措施公布之禁運管制國家境內（目前這些禁運管制國家有古巴、伊朗、伊拉克、利比亞、北朝鮮、蘇丹及敘利亞），（3）未經美國政府許可或授權，“用戶”不會出口、轉口、銷售或轉讓“軟體”予任何於禁運國家境內之個人或法人，（4）除由美國政府依法或特別許可授權者外，“用戶”不會將“軟體”應用於任何核能、生化武器或作為導彈技術之最終應用，也不會將“軟體”轉讓給他人作為上開目的之使用，（5）

& Security (BIS), which include the name and address (including country) of each transferee; and (f) understands that countries other than the United States may restrict the import, use, or export of encryption products and that it shall be solely responsible for compliance with any such import, use, or export restrictions.

6. Third Party Programs.

Red Hat may distribute third party software programs with the Software that are not part of the Software. These third party programs are subject to their own license terms. The license terms either accompany the programs or can be viewed at <http://www.redhat.com/licenses/>. If Customer does not agree to abide by the applicable license terms for such programs, then Customer may not install them. If Customer wishes to install the programs on more than one system or transfer the programs to another party, then Customer must contact the licensor of the programs.

7. General.

If any provision of this agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This agreement shall be governed by the laws of the State of North Carolina and of the United States, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods shall not apply.

“用戶”瞭解並同意，如果其在美國境內向合格之終端使用者出口或轉讓“軟體”，則“用戶”應按上述《出口管理條例》第 741.17(e)條規定，每半年向美國商務部工業安全局 (Bureau of Industry & Security) 提交一份報告，詳列各受讓人之姓名、地址 (包括所屬國) 等情況，且 (6) “用戶”瞭解，美國以外其他國家可能會限制加密產品進口、使用或出口，“用戶”應全權負責遵守此進口、使用或出口限制之規定。

6. 第三人軟體程式

Red Hat 可能隨“軟體”配送不屬於“軟體”內容之第三人軟體程式。有關第三人程式之授權，應受該軟體程式所附帶之授權契約規定規範。該授權契約可能附隨於第三人軟體程式中，或可登陸 <http://www.redhat.com/licenses/> 網站查閱。如果“用戶”不同意遵守第三人軟體程式授權契約，則其無權安裝該等程式。如果“用戶”希望在一個以上的系統中安裝程式，或轉讓該程式予他人者，則其必須自行向該程式授權使用人取得授權。

7. 一般規定

如果本契約有任何條款被判定為不得執行，本契約其他條款不受此影響。本契約不適用《聯合國國際貨物銷售合同公約》，受美國北卡羅來納州法律管轄 (但不適用美國北卡羅來納州中涉外法律衝突法之相關規定)。

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