

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING, ACCESSING OR CONSUMING THE RED HAT SOLUTION BUILDER/VAR/RESELLER SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES. BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING THE RED HAT SOLUTION BUILDER/VAR/RESELLER SITE, OR ANY ASSOCIATED SOFTWARE OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS PROGRAM APPENDIX AND THE PARTNER TERMS AND CONDITIONS AT www.redhat.com/en/about/red-hat-partner-agreements AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. 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 YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE, ACCESS OR CONSUME THE RED HAT SOLUTION BUILDER/VAR/RESELLER SITE OR ANY ASSOCIATED SOFTWARE OR SERVICES.

This Solution Provider/VAR/Reseller Program Appendix (“**Reseller Program Appendix**”) is subject to the terms and conditions of the Partner Agreement between Partner and Red Hat. Capitalized terms not defined herein have the meaning set forth in the Partner Agreement.

1. Appointment as Reseller

- 1.1 **Appointment.** The Partner Agreement and this Reseller Program Appendix set forth the terms and conditions under which Partner is authorized to act as a Red Hat Reseller. Subject to Partner’s compliance with the terms and conditions of the Partner Agreement and the Reseller Program Appendix, Red Hat grants Partner the right to demonstrate, market, promote and resell the Red Hat Products during the Term (defined below) to End Users (defined below) within the Territory specified in the Partner Agreement. If no Territory is identified in the Partner Agreement, the Territory will default to the country of the address provided or your corporate headquarters. Resellers may purchase from a Red Hat authorized distributor (“**Distributor**”) or if approved by Red Hat, directly from Red Hat.
- 1.2 **Red Hat Products.** “**Red Hat Products**” means the Red Hat branded commercial offerings as defined in the Enterprise Agreement or Order Form. “**Documentation**” means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information, whether distributed in print, electronic or video format.
- 1.3 **Terms of Distribution.** Red Hat sells Red Hat Products on a per “Unit” basis. Partner must resell Red Hat Products on the same per Unit basis for each Red Hat Product. The applicable “Unit” definitions for Red Hat Products are set forth in Appendix 1 to the Enterprise Agreement at www.redhat.com/agreements, which may be updated by Red Hat from time to time.

2. Partner Obligations

- 2.1 **Marketing and Distribution.** Partner will use reasonable efforts in the Territory to (a) demonstrate, actively market, promote and resell the Red Hat Products; (b) make periodic and regular demonstrations that showcase the features of the Red Hat Products; (c) establish and maintain appropriate marketing and

请在使用、访问红帽解决方案营造商/VAR/分销商网站或消费任何相关软件或服务之前，仔细阅读本协议。点击同意、访问红帽解决方案营造商/VAR/分销商网站或消费任何相关软件或服务，即表示您同意并接受本计划附件以及合作伙伴条款与条件（地址：www.redhat.com/en/about/red-hat-partner-agreements），并确认您已阅读并理解这些条款。若由个人代表某一实体行事，则表示他或她有权代表该实体签订本协议。如果您不接受本协议的条款，则您不得使用、访问红帽解决方案营造商/VAR/分销商网站或消费任何相关软件或服务。

本《解决方案供应商/VAR/分销商计划附件》（“**分销商计划附件**”）受合作伙伴与红帽之间所签署的《合作伙伴协议》中条款与条件的约束。本附件中未定义的大写术语的含义与《合作伙伴协议》中规定的含义一致。

1. 指定为分销商

- 1.1 **指定。**《合作伙伴协议》与本《分销商计划附件》列明了授权合作伙伴成为红帽分销商的条款与条件。在合作伙伴遵守《合作伙伴协议》和《分销商计划附件》中的条款与条件的前提下，红帽授权合作伙伴于协议期限（下文已定义）内在《合作伙伴协议》中指定的地区向最终用户（下文已定义）展示、营销、推广和分销红帽产品。如果《合作伙伴协议》中没有指定地区，则默认情况下，地区是所提供地址和您的公司总部所在的国家/地区。分销商可从红帽授权的经销商（“**经销商**”）购买产品，如果经过红帽批准，也可以直接从红帽购买产品。
- 1.2 **红帽产品“红帽产品”**是指企业协议或订货单中定义的红帽品牌的商品。“**文档**”是指以印刷品、电子或视频格式分发的用户手册、培训材料、软件描述和说明书、手册、技术手册、许可协议、辅助材料及其他打印信息。
- 1.3 **销售条款。**红帽按“单位”销售红帽产品。对于每种红帽产品，合作伙伴必须按同样的单位分销红帽产品。《企业协议》的《附录 1》中有红帽产品对应的“单位”的定义，可访问 www.redhat.com/agreements 查阅该协议，而红帽可能不定期对该协议进行更新。

2. 合作伙伴的义务

- 2.1 **营销和销售。**合作伙伴需通过合理的努力在“地区”内 (a) 展示、积极地营销、推广和销售红帽产品；(b) 定期展示红帽产品的功能特性；(c) 建立并维护适当的营销和销售的设施及人员，

distribution facilities and personnel to create and meet the demand for Red Hat Products in the Territory and related support among End Users; and (d) carry out the promotional and other tasks set forth and agreed in writing. Partner will represent the Red Hat Products accurately and fairly and, at all times, avoid misleading, illegal, or unethical business practices. Partner will not make any claim or representation relating to the performance or functionality of the Red Hat Products other than as expressly set forth by Red Hat in the Documentation. Partner agrees to confer periodically with Red Hat, at Red Hat's request, on matters relating to market conditions, sales forecasting, product planning and promotional marketing strategies.

2.2 End User Subscription Agreements

2.2.1 Partner will require each End User to sign or otherwise assent in an enforceable manner to the agreement set forth at www.redhat.com/agreements, as updated by Red Hat from time to time ("**Enterprise Agreement**"), as a condition to the distribution of the Red Hat Products to such End User. An "**End User**" is a purchaser who has acquired Red Hat Products for their own personal or internal use and without the right to resell, remarket or otherwise distribute Red Hat Products. Partner will not amend or grant any waiver under the Enterprise Agreement.

2.2.2 If Partner becomes aware of any violation of an Enterprise Agreement, Partner will notify Red Hat immediately and will reasonably assist Red Hat in its efforts to enforce the terms of the Enterprise Agreement.

2.3 Preservation of Goodwill. Partner will at all times comply with the terms of the Partner Agreement and this Reseller Program Appendix and conduct business in its own name and in such a manner that will be reasonably expected to reflect favorably at all times on the Red Hat Products and the good name, goodwill and reputation of Red Hat.

2.4 Reporting. Partner will submit to Distributor or Red Hat, as applicable, sufficient information regarding the Red Hat Product(s) and End User for Red Hat to entitle such products.

3. Purchase and Payment

3.1 Purchases via Authorized Distributors. If Partner is obtaining the Red Hat Products from a Distributor, pricing for Red Hat Products is determined by the Distributor. Partner will pay such Distributor for the Red Hat Products.

3.2 Purchases with Red Hat. If Partner is obtaining the Red Hat Products directly from Red Hat as set forth in a written signed Order Form, Partner will issue to Red Hat purchase orders subject to such Order Form. Partner shall identify the intended End User(s) relating to such purchase order. Red Hat shall have the right to reject any purchase order in its sole discretion. Payments will be made to Red Hat in accordance with the terms of the Partner Agreement.

3.3 Special Bids, Estimated End User Price and Verifications.

3.3.1 Partner may request (directly or via a Distributor) that Red Hat grant a special discount or price on Red Hat Products purchased by Partner for a particular End User (any such special discount or price, a "**Special Bid**"). If Red Hat grants a Special Bid request, the Special Bid (a) will be subject to the terms of the Partner Agreement, this Reseller Program Appendix and any applicable Order Form and valid only for such transaction and (b) is conditioned on the continued truth and accuracy of the information provided by Partner to Red Hat (directly or indirectly via the Distributor) in connection with the request. In addition, for certain Special Bid transactions,

以创建并满足该地区对红帽产品的需求，并在最终用户中建立起相关支持；(d) 执行以书面形式规定并约定的推广和其他任务。合作伙伴需准确公正地描述红帽产品，任何时候都应避免误导、违法或不道德的商业行为。对于红帽没有在文档中明确规定的內容，合作伙伴不得提出任何与红帽产品性能或功能有关的主张或声明。合作伙伴同意应红帽要求，定期就市场情况、销售预测、产品计划和推广营销策略等事宜与红帽举行会谈。

2. 合作伙伴的义务

2.2.1 作为向最终用户销售红帽产品的条件，合作伙伴需要每一个最终用户签署或以可执行的方式同意

www.redhat.com/agreements列明的协议 ("**企业协议**")，红帽会不定期更新该企业协议。"**最终用户**"是指购买红帽产品供自身人员或内部使用的购买者，他们无权分销、再次营销或以其他方式销售红帽产品。合作伙伴不得修改《企业协议》，也不得授予《企业协议》下的豁免权利。

2.2.2 如果合作伙伴发现违反《企业协议》的行为，合作伙伴必须立即通知红帽，并尽力适当地协助红帽执行《企业协议》的条款。

2.3 商誉的维护。合作伙伴需始终遵守《合作伙伴协议》和本《分销商计划附件》的条款，并以自己的名义经营，且经营方式需始终如合理预期的一样对红帽产品以及红帽的口碑、商誉和声望产生积极良好的影响。

2.4 报告。适当情况下，合作伙伴需向经销商或红帽提供有关红帽产品和最终用户的足够的信息，红帽才能授予该产品的权利。

3. 购买和付款

3.1 通过授权经销商购买。如果合作伙伴从经销商处获取红帽产品，则红帽产品的定价由经销商确定。合作伙伴需向经销商支付红帽产品的费用。

3.2 向红帽购买。如果合作伙伴按照书面签字的订货单直接从红帽处获取红帽产品，则合作伙伴需根据该订货单把采购单提交给红帽。合作伙伴还需指出与该采购单相关的目标最终用户。红帽有权单方面拒绝任何订单。所有款项均需按照《合作伙伴协议》的条款向红帽支付。

3.3 特殊报价、预估的最终用户价格和核实。

3.3.1 合作伙伴可（直接或通过经销商）请求红帽就合作伙伴为特定最终用户采购的红帽产品给予特殊折扣（任何该等特殊折扣或价格统称为"**特殊报价**"）。如果红帽批准特殊报价请求，则该特殊报价 (a) 将受《合作伙伴协议》、本《分销商计划附件》及适用订货单的条款约束，并仅对该交易有效；并且 (b) 前提条件是合作伙伴（直接地或通过经销商间接地）持续向红帽提供关于该请求的真实、准确的信息。另外，对于某些特殊报价交易，红帽可确定并在适用订货单中包含预估的最终用户价格，以确保最终用户获得红帽所批准特殊报价的全部财务利益（该等价格简称"**EEP**"）。如果红帽在适用订货单中包含了 EEP，

, Red Hat may determine, and include in the applicable Order Form, an estimated End User price designed to ensure that the End User receives the entire financial benefit of the Special Bid granted by Red Hat (such price, the “EEP”). Where Red Hat includes an EEP in the applicable Order Form, Partner will (i) ensure that the End User receives the entire financial benefit of the Special Bid and (ii) be deemed to have complied with the obligation set forth in clause (i) if the price paid by the End User is not greater than the EEP

3.3.2 Partner will maintain, during the Term (defined below) and for at least two (2) years thereafter (or if longer, during the period required by applicable law), true and accurate written books and records sufficient to verify its compliance with the obligations set forth in Section 3.3.1, including that, where applicable, each End User received the entire financial benefit of any Special Bid granted by Red Hat. Partner will provide Red Hat or a third party acting on Red Hat’s behalf such books and records promptly upon request. If Red Hat reasonably determines that the price paid by an End User was greater than the applicable EEP or that any information provided by Partner to Red Hat (directly or indirectly) in connection with the Special Bid request was not true or was inaccurate, Partner will pay to Red Hat, within thirty (30) days of Red Hat’s request, the difference between the price End User paid to Partner and the applicable EEP (or another lesser amount reasonably determined by Red Hat). This Section 3.3.2 is without prejudice to any other rights Red Hat may have under the Partner Agreement or applicable law.

4. Fulfillment

4.1 Physical Media. Upon receipt of a purchase order from Partner for Red Hat Products with physical media, Red Hat will directly, or through its authorized agent, create and ship the physical media to Partner or to the End User, as directed by Partner. Shipment is F.O.B. point of shipment by the method Red Hat deems most advantageous. Transportation and insurance charges, expenses and costs will be invoiced to Partner and are not included in the prices set forth on an Order Form. Risk of loss or damage to the Red Hat Products will automatically pass to Partner when the Red Hat Products are placed with the carrier for shipment to Partner or to the End User, as the case may be.

4.2 Electronic Fulfillment. Upon receipt of a purchase order from Partner for Red Hat Products with no physical media, Red Hat will provide access to the downloadable format of the Red Hat Products to Partner or to the End User identified by Partner.

4.3 Returns. The Red Hat Products are sold without return privileges.

5. Partner Subscriptions

5.1 During the Term, Partner may install and use the Red Hat Products subject to, and under the terms of, the Enterprise Agreement, at no additional cost, solely for the purpose of sales, marketing, sales enablement training of Partner’s personnel and demonstration of the functions and features of the Red Hat Products to End Users and prospective End Users. If Partner uses Red Hat Products for any other purposes (e.g., internal production or development use), Partner will purchase the applicable Red Hat Product(s) at Red Hat’s standard pricing for such product pursuant to the Enterprise Agreement. Any violation of this Section 5.1 or the Subscription Agreement will be deemed a material breach of the Partner Agreement and this Reseller Program Appendix.

则合作伙伴将 (i) 确保最终用户获得特殊报价中的全部财务利益 · 并且 (ii) 在最终用户支付的价格不超过 EEP 时 · 被视为已遵守了 (i) 条中规定的义务。

3.3.2 在协议期限（见下文定义）内以及之后至少两（2）年内（或在适用法律要求的更长期限内），合作伙伴将维护真实、准确的书面账簿和记录，这些账簿和记录应足够用于核实其对第 3.3.1 节所规定义务的遵守情况，包括在适用情况下，核实各最终用户是否获得了红帽所批准的任何特殊报价的全部财务利益。如有要求，合作伙伴将立即向红帽或代表红帽行事的第三方提供该等账簿和记录。如果红帽合理确定最终用户支付的价格高于适用的 EEP 或合作伙伴向红帽（直接或间接）提供的关于特殊报价请求的任何信息不真实或不准确，则合作伙伴将在红帽提出要求后三十（30）天内向红帽支付最终用户向合作伙伴所支付价格与适用 EEP（或红帽合理确定的其他更小金额）之间的差额。本节 3.3.2 节不影响红帽根据《合作伙伴协议》或适用法律可能享有的任何其他权利。

4. 履行

4.1 有形介质。收到合作伙伴的购买含有有形介质的红帽产品的采购单后，红帽将按照合作伙伴的指示，直接或通过其授权的代理商生产有形介质并将其运送给合作伙伴或最终用户。运输方式采用红帽认为最有利的 FOB 方式予以运输。将向合作伙伴开具运输和保险费用、开支和成本的发票，但这些费用不包含在订货单规定的价格中。红帽产品交付承运人进行装运时，其丢失或损坏的风险将自动转移到合作伙伴或最终用户，视具体情况而定。

4.2 电子履行。收到合作伙伴的购买不含有形介质的红帽产品的采购单后，红帽将向合作伙伴或合作伙伴指定的最终用户提供可下载格式之红帽产品的访问权。

4.3 退货。红帽产品一旦售出，概不退货。

5. 合作伙伴订阅

5.1 协议期限内，合作伙伴可以根据《企业协议》的条款安装和使用《企业协议》条款下的红帽产品，无需另行付费，但只能用于销售、营销、合作伙伴人员销售技能培训、以及向最终用户和潜在最终用户展示红帽产品的功能和特性之目的。如果合作伙伴将红帽产品用于任何其他用途（如内部生产或开发），则合作伙伴将根据《企业协议》，按照红帽对适用红帽产品制定的标准定价购买该产品。任何违反第 5.1 节条款或《订阅协议》的行为，都将视为对《合作伙伴协议》和本《分销商计划附件》的实质性违约。

5.2 During the Term, Partner may reproduce or copy the Promotional Materials as reasonably necessary for Partner to fulfill its obligations under this Reseller Program Appendix; provided, however, that such right does not include a right to copy any third-party copyrighted materials included in the Promotional Materials. **“Promotional Materials”** means any marketing collateral associated with the Red Hat Products that is provided by Red Hat to Partner for distribution to prospective End Users, including any Red Hat authorized translations of those materials. All Promotional Materials and modifications to such materials will remain or become the property of Red Hat.

6. Trademarks Authorized for Use under this Reseller Program Appendix

6.1 As used in this Reseller Program Appendix, the terms **“Red Hat Marks”** mean the trademarks owned by Red Hat that are made available to the Partner specifically for this Reseller Program. The license and use of the Red Hat Marks by Partner is subject to the terms and conditions of Section 8, Trademarks, of the Partner Agreement.

7. Term

7.1 **Term.** This Reseller Program Appendix will begin on the Effective Date and will continue for an initial period of one (1) year and thereafter shall renew for successive periods of one (1) year each (such initial period, together with any renewal periods, the **“Term”**) unless either party provides written notice of termination no later than thirty (30) days before the anniversary date or terminated earlier in accordance with the Partner Agreement or this Reseller Program Appendix. **“Effective Date”** means (a) the date Partner clicks to agree or otherwise assents to these terms and Partner has been accepted by Red Hat as a Partner; or (b) if this Reseller Program Appendix is not incorporated by reference in the Partner Agreement, the date Red Hat fully signs a hard copy of this Appendix (if applicable).

5.2 协议期限内，合作伙伴可以在合理必要的情况下复制或复制推广材料，以履行本《分销商计划附件》项下的相关义务；不过，该权利不包括在推广材料中复制包含任何第三方受版权保护的材料。**“推广材料”**是指红帽提供给合作伙伴以供分发给潜在最终用户的任何营销宣传材料，这些营销宣传材料与红帽产品相关，包括任何经红帽授权的这些材料的译文。所有推广材料以及对这类材料所做的修改仍将继续属于或成为红帽的财产。

6. 根据本《分销商计划附件》授权使用的商标

6.1 在本《分销商计划附件》中，术语**“红帽标记”**是指为红帽所拥有的商标，并专为本分销商计划而供合作伙伴使用。合作伙伴需根据《合作伙伴协议》的第 8 节“商标”的条款和条件获得红帽标记的许可和使用红帽标记。

7. 协议期限

7.1 **协议期限。**本《分销商计划附件》从生效日期起开始生效，初始有效期为一 (1) 年，期满后应按每次一 (1) 年的连续期限自动续签（该初始期限连同续签期限合称为“协议期限”），但任何一方在不晚于周年日前三十 (30) 天发出书面终止通知，或按照《合作伙伴协议》或本《分销商计划附件》的规定提前终止的情况除外。**“生效日期”**指 (a) 合作伙伴点击同意或以其他方式同意该等条款，并且合作伙伴被红帽认可为合作伙伴的日期；或 (b) 如果没有通过引用方式将本《分销商计划附件》包含在《合作伙伴协议》中，则为红帽以书面方式完整签署本《附件》的日期（如适用）。