

This Product Appendix (including any Exhibits) governs your use of the Professional Services and is subject to the Red Hat Enterprise Agreement General Terms available at <http://www.redhat.com/agreements> or, as applicable, other base agreement between you and Red Hat. Capitalized terms without definitions in this Product Appendix have the meaning defined in the base agreement. In the event of a conflict between this Product Appendix and the base Agreement, the terms of this Product Appendix control.

Red Hat may modify this Product Appendix by posting a revised version at <http://www.redhat.com/agreements>, or by providing notice using other reasonable means.

1. Transaction Details and Structure

1.1 Background. Red Hat provides consulting services to assist with the use, configuration, implementation, installation or other consulting services in relation to Red Hat Products and associated open source technology (the “**Professional Services**”).

1.2 Purchasing. This Product Appendix governs Red Hat Professional Services purchased directly from Red Hat or indirectly from a Business Partner. Professional Services are sold based on a certain metric or “**Unit**”. The applicable Unit will be set forth in this Product Appendix or in the Exhibit 3.A to Appendix 3: Professional Services, attached to the Order Form. Transactional details (e.g. fees, invoicing, payment terms and expenses) will be set forth in the Exhibit 3.A attached to Order Form between you and Red Hat and will only apply to direct transactions with Red Hat. For indirect purchases through Business Partners, Red Hat will sell the Professional Services to Business Partners via an Order Form with the Business Partner for resale to you, and the transaction details for your indirect purchases through Business Partners are determined by you and the Business Partner.

1.3 Red Hat as your Professional Services Subcontractor. If Red Hat is acting as your subcontractor (a “**Subcontracting Engagement**”), then this Product Appendix, the Order Form and the Agreement will apply as between you and Red Hat with regard to Red Hat’s provision of the Professional Services. Red Hat will provide the Professional Services for the Subcontracting Engagement to you for your client’s project. Any agreement that you enter into with your client is solely between you and your client.

1.4 Professional Services. If you purchase Red Hat Professional Services, the terms set forth in Exhibit 3.A also apply, except as specifically set forth in this Product Appendix.

1.5 Consulting Subscriptions. If you purchase a Red Hat Professional Services Consulting Subscription, the terms set forth in Exhibit 3.B, attached to this Product Appendix, also apply. The terms of Exhibit 3.A do not apply to Consulting Subscriptions.

1.6 Consulting Units. If you purchase Red Hat Consulting Units, the terms set forth in Exhibit 3.C, attached to this Product Appendix, also apply. The terms set forth in Exhibit 3.A also apply to redemption of the Consulting Units, but not to their purchase.

2. Scope of Professional Services.

2.1 Task Lists. Red Hat will perform the Professional Services to assist you with the tasks set forth in: (a) the Task List in the Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable or (b) the Consulting Subscription Tasks in Exhibit 3.B. Red Hat will assign consultants (“**Consultants**”) to carry out the Professional

本产品附录（包括任何附件）适用于您对专业服务的使用，并受红帽企业协议一般条款（参见 <http://www.redhat.com/agreements>）或您与红帽之间的其他基本协议（如适用）的约束。本产品附录中没有定义的粗体术语的含义与基本协议中的定义相同。如果本产品附录与基本协议存在冲突，则以本产品附录的条款为准。

红帽可通过在 <http://www.redhat.com/agreements> 上发布修订版或以其他合理方式提供通知，修改本产品附录。

1. 交易信息和结构

1.1 背景。红帽提供咨询服务，以协助使用、配置、实施、安装红帽产品和相关开源技术，或提供其他与红帽产品和相关开源技术相关的咨询服务（简称“**专业服务**”）。

1.2 购买。本产品附录适用于直接从红帽或间接从业务合作伙伴处购买的红帽专业服务。专业服务的销售基于特定指标或“**单位**”。适用单位将在本产品附录或订购单所附的“附录 3 附件 3.A：专业服务”中列出。交易信息（如费用、发票、付款条件和支出）将在您与红帽签订的订购单所附附件 3.A 中规定，该信息仅适用于您与红帽的直接交易。对于您通过业务合作伙伴进行的间接购买，红帽将通过与业务合作伙伴签订的订购单向业务合作伙伴出售专业服务，然后由业务合作伙伴转售给您，您通过业务合作伙伴进行的间接购买的交易信息由您和业务合作伙伴决定。

1.3 红帽作为您的专业服务分包商。如果红帽是您的分包商（简称“**分包业务**”），则本产品附录、订购单和协议将适用于您和红帽之间就红帽提供专业服务相关的事宜。红帽将根据分包业务，就您客户的项目为您提供专业服务。您与您客户签订的任何协议仅适用于你们之间的协议。

1.4 专业服务。如果您购买红帽专业服务，则除了本产品附录中明确规定的条款之外，附件 3.A 中规定的条款也适用。

1.5 咨询订阅。如果您购买红帽专业服务咨询订阅，则本产品附录所附的附件 3.B 中规定的条款也适用。附件 3.A 的条款不适用于咨询订阅。

1.6 咨询单位。如果您购买红帽咨询单位，本产品附录所附的附件 3.C 中规定的条款也适用。附件 3.A 中规定的条款也适用于咨询单位的兑换，但不适用于咨询单位的购买。

2. 专业服务的范围。

2.1 任务清单。红帽将执行专业服务，协助您完成下列任务：(a) 您与红帽或业务合作伙伴与红帽（如适用）签订的订购单所附附件 3.A 中的任务清单所列的任务，或 (b) 附件 3.B 中的咨询订阅任务。红帽将指派顾问（简称“**顾问**”）执行专业服务。红帽将仅在您与红帽或业务合作伙伴与红帽（如适用）所签订订购单的购买摘要中規

Services. The Professional Services are limited to the number of Units of Professional Services and to the Term set forth in the Purchase Summary of the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable. The overall responsibility regarding the successful use of the Professional Services rests with you.

2.2 Out of Scope Items. The tasks set forth and described in Exhibit 3.A or in Exhibit 3.B, as applicable, are the sole tasks with which Red Hat will provide assistance, and the Professional Services will not include any further tasks or other features, including without limitation, the items described as “Out of Scope Items” in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable.

3. Management. If stated in the purchase summary of the Order Form or, for Red Hat Consulting Subscriptions, as set forth in Exhibit 3.B, Red Hat will assign a project manager or program manager or other manager (“**Management**”). Management may be set forth in more detail in Exhibit 3.A attached to an Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable. Management will include gathering your requests, directing the Consultants and providing periodic updates as mutually agreed.

4. Customer Engagement Report. If a Customer Engagement Report will be provided as agreed in Exhibit 3.A attached to the Order Form between you and Red Hat or between the Business Partner and Red Hat, as applicable, then the Red Hat Consultants will prepare a site-specific engagement summary, in collaboration with you, listing the tasks or a high level description of the Professional Services performed by Red Hat, designed to capture, to the extent applicable:

- (a) Consultants and your engagement participants;
- (b) An executive summary of goals, objectives, and ongoing issues or dependencies;
- (c) An overview of engagement purpose and approach;
- (d) Implementation details and verification;
- (e) A summary of knowledge transfer topics by Consultants; and
- (f) Technical next steps with Red Hat suggestions.

5. Dependencies and Assumptions.

5.1 Your cooperation is required for Red Hat to perform the Professional Services and you agree to provide the following:

- (a) Timely access to reasonably requested accurate and complete information related to the Professional Services.
- (b) Adequate workspace, network connectivity, telephone and internet access. VPN access to Red Hat’s internal network, from the Consultant’s laptop, is required in order to provide the Professional Services to you.
- (c) You are responsible for the actual content of any of your data files, the selection and implementation of controls on access and use, security of your stored data and whether any such data remains retrievable speedily and economically.
- (d) You are responsible for ensuring that you have appropriate backup, security and virus-checking procedures in place for any computer files that you provide or which may be affected by the Professional Services.
- (e) You are responsible for ensuring that all software provided by you in connection with the project is properly licensed to you, including permitted use by Red Hat to the extent applicable, and that you have all appropriate Subscriptions for Red Hat Software.
- (f) Any additional or modified Dependencies and Assumptions as set forth in Exhibit 3.A attached to the Order Form

定的期限内，提供其中规定的单位数量的专业服务。您对专业服务的使用成功承担全部责任。

2.2 范围外项目。 附件 3.A 或附件 3.B（如适用）中列出和描述的任务是红帽将协助完成的全部任务，专业服务将不涵盖任何其他任务或其他功能，包括但不限于您与红帽或业务合作伙伴与红帽（如适用）签订的订购单所附附件 3.A 中所述的“范围外项目”。

3. 管理。 如果订购单的购买摘要中有所说明或（就红帽咨询订阅而言）附件 3.B 中有所规定，红帽将指派一名项目经理或其他经理（简称“**管理**”）。您与红帽或业务合作伙伴与红帽（如适用）签订的订购单所附附件 3.A 可以更详细地规定管理的内容。管理将包括收集您的要求，指导顾问工作，并按照双方的约定定期提供最新信息。

4. 客户参与报告。 如果您与红帽或业务合作伙伴与红帽（如适用）签订的订购单所附附件 3.A 中约定应提供客户参与报告，则红帽顾问将与您合作编写一份针对具体地点的客户参与简报，其中列出相关任务并简要描述红帽所执行的专业服务，该简报在适用范围应以下信息：

- (a) 顾问和您的参与人员；
- (b) 有关目标、目的和当前问题或依赖因素的执行摘要；
- (c) 参与目的和方法的概述；
- (d) 实施详情和核实；
- (e) 关于顾问进行知识传授的主题的概述；以及
- (f) 后续技术措施及红帽的建议。

5. 依赖因素和假设。

5.1 红帽需要您的合作才能执行专业服务，您同意：

- (a) 及时提供红帽合理要求的与专业服务相关的准确和完整信息。
- (b) 提供充足的工作空间、网络连接、电话和互联网连接。为了向您提供专业服务，需要通过顾问的笔记本电脑以 VPN 访问红帽的内部网络。
- (c) 您应对您的任何数据文件的实际内容、访问和使用控制措施的选择和实施、您所存储数据的安全性以及任何此类数据是否一直可以快速、经济地检索负责。
- (d) 您有责任确保针对您提供的或可能受专业服务影响的任何计算机文件建立了适当的备份、安全和病毒检查程序。
- (e) 您有责任确保您提供的与项目相关的所有软件均已获得适当许可，包括在适用范围内允许红帽使用，并且您拥有红帽软件的所有适当订阅。
- (f) 您与红帽或业务合作伙伴与红帽（如适用）签订的订购单所附附件 3.A 中规定的任何额外或修改后的依赖因素和假设前提。

between you and Red Hat or between the Business Partner and Red Hat, as applicable.

- 5.2 Should any dependency or assumption set out or referred to in Section 5.1 prove to be invalid or should it not be possible for you to carry out any of your obligations under this Product Appendix, Red Hat will be entitled to equitable adjustments to the Professional Services and/or fees for the Professional Services, and may charge on a time and materials basis using Red Hat's then applicable standard rates (including charging standard rates to the Business Partner for indirect purchases) for any resulting additional work or waiting time. This also applies for any delays and additional work required which was not caused by Red Hat.
6. **Availability and Location.** Unless otherwise agreed by the parties in writing, Professional Services and Management will be carried out Monday through Friday, between the hours of 8:00 a.m. – 7:00 p.m. in the Consultant's and Manager's local time zone, subject to the applicable Red Hat business hours where the Consultants and/or Managers are employed or located. Professional Services or Management outside of the hours above, work on weekends or on Red Hat-recognized holidays must be pre-approved in writing by Red Hat. The schedule of working hours, direction and organizational management of the individual Consultant(s) and Managers within the above availability will be solely and entirely managed by Red Hat. Professional Services will be performed at the your site (or your client's site in a Subcontracting Engagement) located at the "Ship-to" address shown in the Order form or a remote location. If applicable, any documentation may be prepared remotely at Red Hat's discretion.
7. **Red Hat Personnel and Subcontractors.** Consultants and Managers will be employees or subcontractors of Red Hat who act at the direction and under the control of Red Hat. The Consultants will not be deemed your employees, staff or contingent workers for any purpose whatsoever and nothing a Consultant creates is a "work for hire" for you. Consultants will not be obligated to sign any agreements with you in their individual capacity. Red Hat may, at its sole discretion, choose to assign different personnel to the Consultant or Management positions during the term of the Professional Services. Upon request, Red Hat will disclose its use of subcontractors to perform the Professional Services. Red Hat shall remain responsible for its obligations under this Product Appendix notwithstanding any such use of subcontractors.
8. **Information and Access.** If you provide Consultants with unescorted access to your facilities or if you issue credentials to Consultants for access to your network and computing resources to facilitate the Professional Services, Red Hat will require Consultants to comply with your rules concerning access to your site and systems, provided that such rules are communicated to Red Hat in writing reasonably in advance of Consultants having such access and do not require any out of pocket expenses from Red Hat. Red Hat will also have confidentiality provisions with Consultants that require them to comply with the confidentiality provisions of the base agreement with respect to your Confidential Information (as defined in the Agreement).
9. **Intellectual Property Ownership and Licensing.** Pre-existing intellectual property owned by either party (or your client in a Subcontracting Engagement) remains the property of that party. Nothing in this Product Appendix transfers ownership of intellectual property. Red Hat uses an open source development model and any software created by Consultants under this Product Appendix will be licensed under an open source software license. Any modifications to or derivatives of open source software will be licensed under the applicable open source license(s) for that software. To the extent that any part of the Professional Services is not software (e.g., reports, templates, or presentations) and is not subject to an open source license, Red Hat grants to you (or your client in a Subcontracting Engagement) the necessary rights to use such content for internal business
- 5.2 如果第 5.1 条中列出或提及的任何依赖因素或假设前提被证明无效, 或者您无法履行本产品附录规定的任何义务, 红帽将有权对专业服务和/或专业服务费用进行公平调整, 并可使用红帽当时适用的标准费率(包括就间接购买向业务合作伙伴收取的标准费率), 按时间和材料对由此产生的任何额外工作或等待时间收费。此条款同样适用于非因红帽导致的任何所需延迟及额外工作。
6. **工作时间和地点。**除非双方另有书面约定, 否则在不与顾问和/或经理受雇地区或所在地区适用的红帽工作时间冲突的情况下, 专业服务和管理工作将在顾问和经理当地时区的周一至周五上午 8:00 至下午 7:00 之间执行。在上述时间以外执行专业服务或管理工作、在周末或红帽认可的节假日工作, 必须事先获得红帽书面批准。在上述工作时间内, 顾问和经理个人的工作时间安排、指导和组织管理将完全由红帽负责。专业服务将在位于订单单中所示“收货地”的您的地点(在分包业务中, 为您客户的地点)或远程地点予以执行。在适用情况下, 可根据红帽的自行决定, 远程编写任何文档。
7. **红帽人员和分包商。**顾问和经理将是红帽的雇员或分包商, 他们在红帽的指导和控制下行事。无论出于何种目的, 顾问都不应被视为您的雇员、员工或临时工, 顾问形成的任何作品都不是为您形成的“职务作品”。顾问没有义务以个人身份与您签署任何协议。在专业服务期内, 红帽可自行选择指派不同人员担任顾问或管理职位。红帽将根据要求披露其使用分包商执行专业服务的情况。即使使用分包商, 红帽仍应对本产品附录规定的义务负责。
8. **信息与权限。**如果您允许顾问在无人陪同的情况下进入您的设施, 或您向顾问发放使用您的网络和计算资源所需的凭证以方便执行专业服务, 红帽将要求顾问遵守您有关进入现场和使用系统的规定, 但前提是您应在顾问进入您的现场和使用您的系统之前以书面形式合理通知红帽这些规定, 且红帽无需支付任何费用。红帽还将与顾问签订保密协议, 要求他们遵守基本协议中有关您的机密信息(定义见协议)的保密条款。
9. **知识产权所有权和许可。**任何一方(在分包业务中, 为您的客户)拥有的已有知识产权仍归该方所有。本产品附录中的任何内容均未转让知识产权的所有权。红帽采用开源开发模式, 顾问根据本产品附录创建的任何软件都将根据开源软件许可进行许可。开源软件的任何修改或衍生物将根据相应软件的适用开源许可进行许可。如果专业服务的任何部分不是软件(如报告、模板或演示文稿等)且不受开源许可的约束, 红帽将授予您(在分包业务中, 为您的客户)必要权利, 以便将此类内容用于内部业务目的。本产品附录中的任何内容未改变任何一方的保密责任。

purposes. Nothing in this Product Appendix alters the confidentiality responsibilities of either party.

The following terms apply to Consulting Subscriptions:

以下条款适用于咨询订阅：

1. Red Hat Products. The Consulting Subscription consists of assistance with the Consulting Subscription Tasks set forth in Section 5 below together with the Management as per section 2 below. A Consulting Subscription is provided on either a dedicated or shared basis, as set forth in the Purchase Summary of the Order Form (if the Purchase Summary of the Order Form does not state “dedicated”, the Consulting Subscription will be provided on a shared basis). One Unit of the dedicated Consulting Subscription consists of the assignment of one Consultant by Red Hat to the Consulting Subscription Tasks for eight (8) hours (in France 7 hours) per day five (5) days per week during the term of the Consulting Subscription, and one Unit of the shared Consulting Subscription consists of the assignment of one shared Consultant by Red Hat to the Consulting Subscription Tasks for twelve (12) hours per week during the term of the Consulting Subscription, excluding public holidays, Red Hat holidays and Consultant/Manager time off (at the location where the respective Consultant is employed). The term of a Consulting Subscription will not exceed one (1) year. The Consulting Subscription Tasks will be provided with regard to one or more of the following Red Hat Products, as set forth in the Purchase Summary of the Order Form: Red Hat Enterprise Linux, Red Hat OpenShift Container Platform, or Red Hat Ansible Automation Platform.

2. Management. Red Hat will provide Management to remotely coordinate your requests for assistance with Consulting Subscription Tasks, provide direction to the Consultant and submit reports to your designated point of contact for the Consulting Subscription. Management is calculated with four (4) hours per week and will include the following:

2.1. Preparation

- Coordinate kick-off and onboarding meetings between you and Consultant(s).
- Work with you to establish the working norms.
- Work with you to establish a communication plan between you and Consultant(s)

2.2 Scope, Plan and Monitoring

- Work with you to determine your key objectives with respect to the Consulting Subscription Tasks and your project
- Assist with the process for change requests as set forth in an Order Form
- Regularly monitor the status of the Consulting Subscription Tasks
- Prepare regular briefings on the status of the Consulting Subscription Tasks
- Assist in identifying potential Consulting Subscription Task related issues or blockers

2.3 Governance and Communication

- Coordinate with Red Hat resources to align with your project schedule
- Coordinate with you and team members
- Update you on close down of the Professional Services with respect to your project upon expiration of the Term as set forth in the Purchase Summary of the Order Form

3. Information and Access for the Consulting Subscriptions. You agree to provide Red Hat with any applicable Information and Access from Section 10 of the Product Appendix required to commence the Professional Services described in this Exhibit 3.B Red Hat Consulting Subscriptions no later

1. 红帽产品。咨询订阅包括协助完成下文第 5 条规定的咨询订阅任务以及下文第 2 节规定的管理任务。咨询订阅以专用或共享方式提供，详见订购单的购买摘要（如果订购单的购买摘要未注明“专用”，则咨询订阅将以共享方式提供）。一个单位的专用咨询订阅包括红帽分配一名顾问执行咨询订阅任务，在咨询订阅的期限内每周工作 5 天，每天 8 小时（法国为 7 小时）；一个单位的共享咨询订阅包括红帽分配一名共享顾问执行咨询订阅任务，在咨询订阅的期限内每周工作 12 小时，不包括公共节假日、红帽节假日和顾问/经理休息时间（根据各顾问受雇的地点而定）。咨询订阅的期限不超过一 (1) 年。咨询订阅任务将针对订购单的购买摘要中列出的以下一种或多种红帽产品提供：Red Hat Enterprise Linux、Red Hat OpenShift Container Platform 或 Red Hat Ansible Automation Platform。

2. 管理人员。红帽将提供管理服务远程协调您对咨询订阅任务的协助请求，向顾问提供指导，并向您指定的咨询订阅联系人提交报告。管理工作的时间按每周四 (4) 个小时计算，工作内容包括以下项目：

2.1. 准备

- 协调您与顾问之间的启动和引导会议。
- 与您一起制定工作规范。
- 与您一起制定您与顾问之间的沟通计划

2.2 范围、计划和监测

- 与您一起确定您的咨询订阅任务和项目的主要目标
- 协助处理订购单中规定的变更请求程序
- 定期监测咨询订阅任务的状态
- 准备有关咨询订阅任务的状况的定期简报
- 协助确定与咨询订阅任务相关的潜在问题或障碍

2.3 管理与交流

- 根据您的项目时间表，与红帽资源进行协调
- 与您和团队成员进行协调
- 在订购单的购买摘要中规定的期限到期时，向您提供与您项目相关的专业服务关闭的最新信息

3. 与咨询订阅相关的信息和权限。您同意在适用订购单生效日期后五个工作日内，向红帽提供产品附录第 10 条中规定的适用必要信息和权限，以开始执行本“附件 3.B 红帽咨询订阅”中所述的专业服务。

than five business days after the Effective Date of the applicable Order Form.

4. **Expenses.** Out-of-pocket expenses incurred by the Consultant hereunder, such as travel (for up to two (2) on-site visits), lodging, food, transportation, and other expenses are included in the Consulting Subscription. The Management services set forth in Section 2 do not include any travel or expenses, and any travel or expenses will need to be mutually agreed in writing.

4. **费用。** 顾问在本附件下产生的实付费用均包含在咨询订阅中，例如差旅费（最多访问现场两 (2) 次）、住宿费、膳食费、交通费和其他费用。第 2 条中规定的管理服务不包括任何差旅或费用，任何差旅或费用均需经双方书面同意。
5. **Consulting Subscription Tasks.** The Consulting Subscriptions tasks consist of the following:

5. **咨询订阅任务。** 咨询订阅任务包括以下内容：

Consulting Subscription	Consulting Subscriptions Tasks
Enterprise Engineer	<ul style="list-style-type: none">Technical assistance and problem resolution related to Red Hat Products.Informal mentoring, general knowledge sharing, and configuration of Red Hat Products.Up to two Red Hat Software architectural reviews and implementation planning sessions.Up to two (2) on-site visits at your site
Architect	<ul style="list-style-type: none">One architectural review and design of an enterprise architecture as it relates to Red Hat Products and how they fit.Workshop(s) covering technical and business areas that are helpful for realizing value from Red Hat Products and open source technology.Acceleration and reinforcement of skills from Red Hat Training Services.Insights into additional areas for leveraging open source technology in your environments.Up to two (2) on-site deep dives to examine the current state architecture and iterative development of forward-looking plans (roadmaps) based on your needs and current/future Red Hat Products.Your architecture and roadmap alignment.Planning related to your architecture and road mapping.
Program Lead	<ul style="list-style-type: none">Provide consultative guidance and planning support for execution of projects making use of Red Hat Software and Services.Recommendations for Red Hat Training Services.Insights into additional areas for leveraging open source technology in your environments.Remote deep dives to examine the current state architecture and iterative development of forward-looking plans (roadmaps) based on your needs and current/future Red Hat Products.Planning related to client architecture and road mapping.

咨询订阅	咨询订阅任务
企业工程师	<ul style="list-style-type: none">与红帽产品相关的技术协助和问题解决。非正式指导、一般知识共享和红帽产品配置。最多两次红帽软件架构审查和实施规划会议。最多两 (2) 次现场访问。
架构师	<ul style="list-style-type: none">对与红帽产品相关的企业架构及其适合性进行一次架构审查和设计。举行讨论会，涵盖有助于实现红帽产品和开源技术的价值的技术和业务领域。通过红帽培训服务加速培养和强化技能。提供有关其他领域的见解，以便在您的环境中利用开源技术。根据您的需求和当前/未来的红帽产品，开展多达两 (2) 次现场深入研究，以审查当前架构和前瞻性计划（路线图）的迭代开发。确保您的架构和路线图的一致性。进行与您的架构和路线图相关的规划。

项目负责人	<ul style="list-style-type: none">• 为使用红帽软件和服务执行项目提供咨询指导和规划支持。• 推荐红帽培训服务。• 提供有关其他领域的见解，以便在您的环境中利用开源技术。• 根据您的需求和当前/未来的红帽产品，开展远程深入研究，以审查当前架构和前瞻性计划（路线图）的迭代开发。• 进行与客户架构和路线图相关的规划。
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The following terms apply to Consulting Units:

以下条款适用于咨询单位：

1. **Red Hat Products. “Consulting Units”** are credits that may be redeemed by you for Red Hat Professional Services as set forth in this Product Appendix 3 and the Redemption Tables located at <https://www.redhat.com/en/services/consulting/units>. To redeem Consulting Units, contact a Red Hat sales representative or consulting representative and follow the steps in Section 4 below.
2. **Ordering and Redemption.** Consulting Units can be purchased via an Order Form, either by you or by a Business Partner for resale to you, and can be redeemed by you using a separate Order Form With an attached Exhibit 3.A in accordance with Section 4 below. Consulting Units may be redeemed only by you and only for your internal consumption.
3. **Use of Consulting Units.** Consulting Units: (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discounts, special offers or coupons, (f) cannot be pro-rated and (g) can only be redeemed in the same geographic region and currency as purchased. United States Government Clients (or Business Partners acting on behalf of the United States Government) may not purchase Consulting Units.
4. **Consulting Unit Redemption.** Payment for Consulting Units must be received by Red Hat in full, either from you or the Red Hat Business Partner, as applicable, prior to the provision of the associated Professional Services. The following terms apply to the redemption of Consulting Units:
 - 4.1 You agree to participate in a scoping call with Red Hat's designated Professional Services representative for the Red Hat Professional Services engagement for which you intend to redeem Consulting Units (the “**Engagement**”).
 - 4.2 Red Hat will provide an Order Form (which may also be labeled “Redemption Form”) for redemption of the Consulting Units containing a Purchase Summary (which may also be labeled “Redemption Summary”) containing: (i) the number of Consulting Units of Professional Services that will be provided for the Engagement under “Total Fee” (notwithstanding the terms “Purchase Summary” and “Total Fee”, the Order Form for redemption will not constitute a new purchase and no additional fees will apply to Consulting Unit redemption) and (ii) the Consultant category(ies) (e.g., “Senior Consultant”) to be assigned to carry out the Professional Services. The Order Form for redemption will also have an Exhibit 3.A attached containing scope and transaction details applicable to the Engagement. The Consultant categories and the number of Consulting Units needed to be redeemed for each Consultant category may vary depending on the scope of the Professional Services.
 - 4.3 You will review the scope for the Professional Services contained in Exhibit 3.A and the quantity of Consulting Units to redeem contained in the Order Form, and you will agree by executing the Order Form with Exhibit 3.A attached and returning it to Red Hat.
 - 4.4 Consulting Units may only be redeemed for a minimum Engagement duration of (40) hours of Professional Services.
 - 4.5 Consulting Units may only be redeemed for Red Hat's Professional Services. Red Hat has the sole discretion to determine where and when the Consulting Units can be redeemed. Consulting Units may not be redeemed or applied towards Red Hat Training or any other Red Hat products or services.
 - 4.6 Consulting Units must be redeemed within the applicable term set forth in the Order Form for purchase of such Consulting Units between you and Red Hat or the Red Hat
1. **红帽产品。“咨询单位”**是指您可以兑换本产品附录 3 和兑换表（网址：<https://www.redhat.com/en/services/consulting/units>）规定的红帽专业服务的积分。要兑换咨询单位，请联系红帽销售代表或咨询代表，并按下文第 4 条中规定的步骤操作。
2. **订购和兑换。**咨询单位可以由您通过订购单购买，也可以由业务合作伙伴转售给您，您可以根据下文第 4 条的规定，使用附有附件 3.A 的单独订购单兑换咨询单位。咨询单位只能由您本人兑换，且只能用于内部消费。
3. **咨询单位的使用。**咨询单位：(a) 不可退款，(b) 不可转让，(c) 不可兑换现金或积分，(d) 必须作为完整积分使用，(e) 不可与任何其他折扣、特价或优惠券合并使用，(f) 不可按比例折算，(g) 只能在购买地理区域以购买货币兑换。美国政府客户（或代表美国政府的业务合作伙伴）不得购买咨询单位。
4. **咨询单位的兑换。**在提供相关专业服务之前，红帽必须收到您或红帽业务合作伙伴（如适用）支付的咨询单位的全额费用。以下条款适用于咨询单位的兑换：
 - 4.1 您同意参加红帽指定的专业服务代表就您打算兑换咨询单位的红帽专业服务业务（简称“**业务**”）举行的范围界定电话会议。
 - 4.2 红帽将提供一份用于兑换咨询单位的订购单（也可称为“兑换单”），其中有一份购买摘要（也可称为“兑换摘要”），其内容包括：(i) 在“总费用”项下将为业务提供的专业服务的咨询单位数量（尽管有“购买摘要”和“总费用”两个词语，但兑换订购单将不构成新的购买，且不对咨询单位兑换收取额外费用），以及 (ii) 将被指派执行专业服务的顾问的类别（例如“高级顾问”）。兑换订购单还将附有附件 3.A，其中包含适用于业务的范围和交易信息。顾问类别和每个顾问类别需要兑换的咨询单位数量可能因专业服务的范围而异。
 - 4.3 您应审核附件 3.A 中所述的专业服务范围 and 订购单中所述的要兑换的咨询单位数量，并通过签署附有附件 3.A 的订购单以及将其返还给红帽来表示同意。
 - 4.4 咨询单位只能用于兑换至少四十 (40) 小时的专业服务业务。
 - 4.5 咨询单位只能兑换红帽专业服务。红帽可自行决定兑换咨询单位的地点和时间。咨询单位不得兑换或用于红帽培训或任何其他红帽产品或服务。
 - 4.6 咨询单位必须在您与红帽或红帽业务合作伙伴（如适用）就购买此类咨询单位签订的订购单中规定的适用期限内兑换，且在任何情况下兑换时间不得晚于自您或红帽业务合作伙伴从红帽

Business Partner, as applicable, and in no case more than twelve (12) months from the date you or the Red Hat Business Partner purchased such Consulting Units from Red Hat. Any Consulting Units not redeemed during such period will expire and be forfeited.

- 4.7** Any unused and unexpired Consulting Units (purchased on one or more Order Forms) may be combined for redemption of Consulting Units, provided that such Consulting Units are redeemed within twelve (12) months from the earliest date you or the Red Hat Business Partner purchased any portion of such Consulting Units from Red Hat.
- 4.8** Consulting Units may not be redeemed by a Red Hat Business Partner on your behalf, even if such Consulting Units were purchased from such Business Partner.

购买此类咨询单位之日起十二 (12) 个月。在此期间未兑换的任何咨询单位过期都将被没收。

- 4.7** 任何未使用和未到期的咨询单位（通过一份或多份订购单购买）可合并兑换，但前提是在您或红帽业务合作伙伴从红帽购买任何咨询单位的最早日期起十二 (12) 个月内兑换。
- 4.8** 咨询单位不得由红帽业务合作伙伴代表您兑换，即使咨询单位是从相应业务合作伙伴处购买的。