

## The Terms of Use

These Terms of Use ("Terms") govern your use of Red Hat images from Yungoal on Azure China. These Terms constitute a legally binding agreement ("Agreement") in relation to your use of those Red Hat images provided from Yungoal.

Those Red Hat Enterprise Linux images on China Azure Market Place are published by Shanghai Yungoal in China - a Red Hat Certified Cloud and Service Provider (CCSP). This offer not only supports Red Hat Cloud Access that allows end users to move a Red Hat subscription from on-premise datacenter to Azure China, but also allows end users with the access to migrate your global Red Hat CCSP subscription into Azure China. To create a RHEL Linux VM by this image though Azure China Marketplace, you need to have proper Red Hat subscriptions and you MUST contact yungoal before you start to create RHEL VMs from those images.

- Yungoal's hotline: +86 10-82826131
- Email: [redhat@yungoal.com](mailto:redhat@yungoal.com)

### Acceptance of Terms

You are confirming that you have read and understood these Terms and are entering into a binding Agreement, represent you are of legal age to enter into the agreement, and agree to be bound by the Terms. You agree not use the Red Hat images for any purpose that is fraudulent, illegal, discriminatory or in any way brings Yungoal into disrepute.

## Changes to Terms of Use.

Those Red Hat images are operated in a changing regulatory and technological environment; accordingly Yungoal may amend these Terms from time to time.

Occasionally, those Red Hat images may need to make urgent changes. Yungoal reserves the right to amend these Terms at any time, and without notice. Continued use of the images will constitute your acceptance of the revised Terms.

## Use of Red Hat images from Yungoal.

There are two ways for customers to provision a Red Hat Enterprise Linux virtual machine by this image. You agree to choose one or both ways:

- For customers who DON'T have valid RHEL CCSP subscription and would like to deploy RHEL Linux VM through Azure China Marketplace, you need to buy new Red Hat CCSP subscriptions from Yungoal in order to have a legal Red Hat subscription. Please contact Yungoal through above contact information (phone +86 10-82826131 or email [redhat@yungoal.com](mailto:redhat@yungoal.com)) for help. Then you will sign a Red Hat CCSP Subscription Service contract with yungoal. The default CCSP subscription now is full support mode from Red Hat. The Table below describes each support model and associated responsibilities between Red Hat and Yungoal. If you need diagnostic support mode, please let Yungoal know.

Product Support Model	Partner Support Responsibilities	Red Hat Support Responsibilities
Full Support	<ul style="list-style-type: none"> <li>End user point of contact</li> <li>Document the issue</li> <li>Research any known or similar issues</li> <li>Can escalate to Red Hat at any point</li> </ul>	<ul style="list-style-type: none"> <li>Installation</li> <li>Usage</li> <li>Configuration</li> <li>Diagnosis</li> <li>Bug reports (dependent on product life cycle)</li> <li>Bug fixes</li> <li>Red Hat Extras channel</li> </ul>
Diagnostic Support	<ul style="list-style-type: none"> <li>End user point of contact</li> <li>Document the issue</li> <li>Research any known or similar issues</li> <li>Installation</li> <li>Usage</li> <li>Configuration</li> </ul>	<ul style="list-style-type: none"> <li>Diagnosis</li> <li>Bug reports (dependent on product life cycle)</li> <li>Bug fixes</li> <li>Red Hat extras channel</li> </ul>

- For RHEL existing customers who have valid global and local RHEL CCSP subscriptions and would like to deploy to Azure China through Azure China Marketplace, you can Bring Your Own Subscription of RHEL (BYOS). Yungoal offers 3 options. You may choose the one which is better fit for your situation.

Option 1: Put Yungoal's MPN number into your Azure subscription of your RHEL VMs. (See step details in [Attachment 1](#) below)

Option 2: Contact Yungoal, sign an image service contract, and pay Yungoal 5% of Azure subscription's list price/ official MSRP ( Red Hat manufacture suggested retail price).

Option 3: Contact Yungoal, sign an image service contract, and pay Yungoal 5% of Red Hat Subscription list price/ official MSRP (Red Hat manufacture suggested retail price).

*Note 1: For option 2 and 3, the payment to Yungoal is the charge for official cloud access service of Red Hat. It will be only considered as a migration tool.*

*Note 2: No matter which way you choose, you need to contact Yungoal to report the size and quantity of your VMs.*

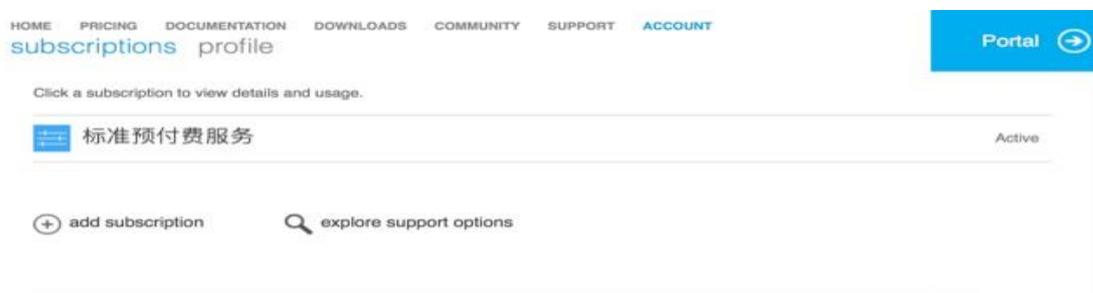
If you need any Red Hat service, you have to contact the provider where

you get the Red Hat subscription. Yungoal has No Duty to provide Red Hat service because your Red Hat subscription is not from Yungoal. If you can not prove you bring your own subscription via an official access, you may take the risk that Red Hat will not provider you subscription service.

[ Attachment 1 ]

To put yungoal's MPN into your subscription is the only way to avoid signing a new contract with Yungoal. Please follow the manual to input YunGoal's MPN ID into your Azure.cn account!

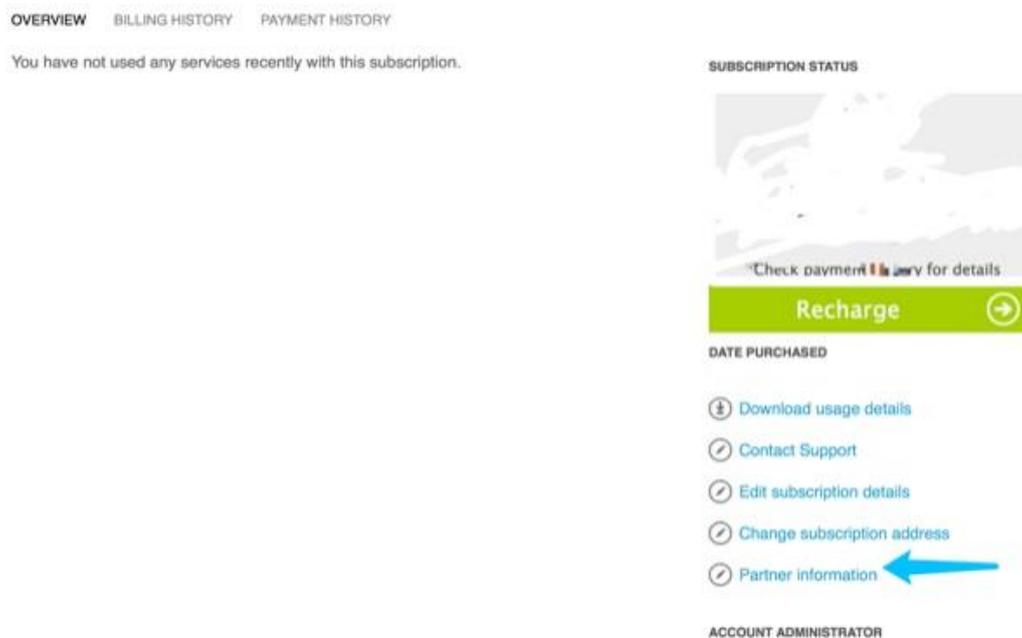
1. Login in on <https://account.windowsazure.cn/Subscriptions>.



2. Click "标准预付费服务". (The blue icon with Chinese characters where the arrow symbol shows.)



3. Click "Partner Information".



4. "Partner Information" window pops up. Then type YunGoal's MPN ID: 3656045, and click "Check ID". SAVE!

## Partner Information x

Are you currently working with a partner who helps you to deploy, optimize your usage, or manage your online services? Enter their Microsoft Partner Network ID to associate that partner with this subscription. You can get this ID from your partner. This association will allow your partner to service your organization better and optimize the use of your Microsoft Online Service. Association of a partner is optional, and there can only be one partner listed per subscription.

MICROSOFT PARTNER ID 

Partner name: 上海云角信息技术有限公司

By continuing, you agree that Microsoft can share your ongoing contact and subscription information, including aggregated information about your organization's usage of the service, with this partner. For more information, please review the [privacy statement](#).



5. Please contact Yungoal as soon as possible after you put your MPN into your Azure subscriptions. You need to help Yungoal to send the proof of execution required to Azure.

Right to Remove images.

Yungoal reserves the right to remove all or some of those Red Hat images. Nothing contained in this agreement shall be construed as requiring Yungoal to keep all images on Azure all the time. Yungoal may suspend or terminate this agreement at any time if you are deemed to be in breach of the Terms or Policies, [Chinese law included](#).

Force Majeure.

Yungoal has no liability for any lack of performance, unavailability or failure of the Services where the cause is reasonably beyond the control of Yungoal. This includes the changes of regulation from Red Hat or Microsoft.

Any party which is irresistible or unable to execute all or parts of this agreement or delay the execution of the agreement due to any force majeure ("FM") event, the written notice shall be sent by the affected party within five days of the date of occurrence of FM event to the other party, and the affected party shall submit the certification to the other party to prove the FM event and the reasons for all or part of its inability to perform or delay to perform, within twenty days from the date of the FM event.

The party which suffers force majeure shall take all necessary measures to reduce losses, and recover the performance of the agreement immediately after the FM event's elimination, unless such implementation is impossible or unnecessary.

The force majeure is defined ~~as~~ as war, earthquake, serious windstorms, snow, or fire or other events which no party can foresee and prevent from happening occur;The related laws and regulations in collection with the execution of duties by any party to this Agreement undergo changes, under which this Agreement will be illegal or the transfer cannot be fulfilled. In event of the occurrence of the above-mentioned events, if any party (hereinafter referred to as the "Effected Party ") has been delayed or deterred from performing the duties of this Agreement in the course

of its execution, the Affected Party shall be free from any liabilities for breach of the agreement and for compensation. In event of the force majeure, the affected party shall, within 5 days from the date of the occurrence, notify the other party of the impact of such events on the execution of the duties in this Agreement, by telex, telegraph or in any other lawful written form, and simultaneously submit the relevant official credentials concerning the force majeure herein. Should the effect of the force majeure cases last more than 30 days, both parties shall consult each other about the alterations of this Agreement; in case they fail to reach an agreement, Chapter 8 shall thereupon apply. ~~unforeseeable, unavoidable and insurmountable objective or events, natural disasters such as floods, fires, explosions, lightning, earthquakes and storms and sudden changes in social events and include, but are not limited to, such as war, riots, government regulation, national policies strike.~~

#### Limitation of Liability.

As for the short break during Yungoal's images maintenance, or cloud access slowed down because of path congestion on the Internet, etc, These situations above shall be you would recognized it as normal circumstances, not the agreement a breach of Yungoal. Given the special nature of computers and the Internet, as for any issue caused by hackers, viruses, and other technical adjustments, ~~You would~~ The situation above shall not be deemed as ~~also agree that the above issues should not be~~ attributed to Yungoal.

In the performance of this agreement, Yungoal is not responsible for any loss

caused by the fault or delay of third party to the you. Yungoal is not responsible for any loss caused by the third party's service on those Red Hat images acceptance through you. If Yungoal's fault cause any losses of Party A, the highest total compensation to be paid by Yungoal shall not exceed the payment Party A has paid to Yungoal already as of the compensation date.

#### Term and Termination.

This agreement will continue to apply until terminated by either you or Yungoal. You may terminate this agreement at any time by sending notice in writing to Yungoal through the Contact Yungoal form and thereafter ceasing to use the images. If one party does not fulfill this agreement or materially violates the terms' obligations according to the terms stipulated what causes the terms fails to perform or the performance is unnecessary, the defaulting party shall be deemed to terminate the terms of use agreement unilaterally, and the innocent party shall have the right to claim against the defaulting party and the right to terminate the this terms of use agreement.

#### Governing Law and Jurisdiction.

Yungoal is a Chinese company and these Terms shall be governed and construed in accordance with the laws of People's Republic of China. Any dispute arising from the execution of this agreement or in connection with this agreement shall be settled through friendly consultations between the parties. If no settlements can be reached

through such consultation, the dispute shall be submitted to the China International Economy & Trade Arbitration Committee. The arbitration shall be held in Shanghai, China, in English & Chinese.

Yungoal's contact information:

Technical Support hotline: +86 10-82826131

Email: [redhat@yungoal.com](mailto:redhat@yungoal.com)