

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司
订购协议

This Subscription Agreement, Exhibit A and the additional product terms attached hereto (collectively, the **"Agreement"**) is made and enter into by Amadeus and Customer (or **"Subscriber"**) and sets forth the terms by which Amadeus makes its **"Subscription Products"** available for Customer's use. This Agreement forms a binding agreement between Amadeus and Subscriber and governs Subscriber's use of the Subscription Products in the "Order Form".

本订购协议、附件一及相关的附加条款(统称为“协议”)由艾玛迪斯和客户(或“订户”)共同订立。协议载列艾玛迪斯向客户提供“订购产品”的条款。协议在艾玛迪斯和客户之间形成有约束力的合约并约束客户对于“订单表”中所列订购产品的使用。

1. Orders, Forms

1. 订单

(a) Customer may subscribe to any subscription products (each a **"Subscription Product"**) and professional services (**"Services"**) that Amadeus may offer, using orders entered into with Amadeus pursuant to this Agreement (each an **"Order"** or an **"Order Form"**). Each Order will include: (i) identification of the Subscription Product and associated fees (**"Subscription Fees"**), (ii) identification of Services and associated fees (**"Service Fees"**); and (iii) such additional terms and conditions as may be mutually agreed upon by Amadeus and Customer.

(a) 客户可根据本协议,与艾玛迪斯订立订单(每一份“订单”)以订购艾玛迪斯提供的订购产品(每一个“订购产品”)和专业服务(以下简称“服务”)。每笔订单将包含:(i)订购产品及相关费用(以下简称“订购费用”);(ii)服务及相关费用(以下简称“服务费用”);及(iii)艾玛迪斯与客户共同商定的附加条款和条件。

(b) All Orders are non-cancellable. All terms and conditions of this Agreement continue in full force and effect until terminated.

(b) 所有订单不可取消。本协议的所有条款和条件持续完全有效,直至协议终止。

2. License Grant to Subscription Product.

2. 订购产品的授权

(a) Subject to compliance with this Agreement, Amadeus grants Customer, for the **"Subscription Term"**, a non-transferable, non-exclusive, and non-sublicensable right to access and use each Subscription Product set forth in the Order during the contracted term (**"Subscription Term"**). Use of each Subscription Product, which are deemed to include all software, text, graphics, images, audio and visual information, online tutorials, documents, specifications, and materials made available to Customer in relation with the

Subscription Product, is licensed, not sold.

(a) 根据本协议，艾玛迪斯授予客户在“订购期限”内访问和使用订单中所列的每个订购产品的不可转让的、非排他的、不可转授权的权利。订购产品包括所有的软件、文本、图形、图像、音频和视觉信息、在线教程、文档、说明书和与订购产品相关的应向客户提供的材料。订购产品的使用为许可使用，而非出售。

(b) Unless otherwise set forth in an Order, Amadeus will make the Subscription Products available for use by Customer in accordance with the Service Levels set forth in **Exhibit A**. Subscription Products may only be used for Customer's internal business purposes of operating Customer's property(ies) at the location(s) specified in the Order ("**Property(ies)**"). Subscription Product(s) may only be used by employees and agents of Customer who are authorized by Customer to access Subscription Product(s) on Customer's behalf ("**Authorized Users**"). The maximum number of Authorized Users, and the maximum number of rooms if the Subscription Product is licensed on a per room basis ("**Authorized Rooms**"), shall not exceed the applicable number authorized in the Order. Each Authorized User must have a unique user ID and password combination for using the Subscription Product ("**User Account**"). Multiple individuals shall not share a User Account. Customer is responsible for all activity occurring through its User Accounts, administering all entitlements associated with each User Account, and retiring each User Account when the Authorized User's

employment or agency is terminated or the individual otherwise no longer requires access to Customer's data. New User Accounts may be set up for new Authorized Users in replacement of User Accounts that have been deactivated for former Authorized Users who are no longer permitted access to Subscription Product. Amadeus shall have the right to monitor and audit Customer's user count, storage use, and other Subscription Product usage.

(b) 除订单中另有说明，艾玛迪斯将按照附录一约定的服务水平向客户提供订购产品以供使用。客户仅可出于管理其物业的内部商业目的，将订购产品用于订单约定的场所。只能由客户授权的员工和代理商（以下简称“**授权用户**”）代表客户访问订购产品。授权用户的最大数量及房间（如订购产品按每个房间授权）（以下简称为“**授权房间**”）的最大数量不得超过订单授权的适用数量。每位授权用户应拥有唯一的用户 ID 和密码组合（以下简称为“**用户账户**”）以使用订购产品。用户账户不得多人共享。客户对通过其用户帐户进行的所有活动负责，管理用户帐户相关的所有权利，并在授权用户的离职、终止代理或无需访问客户数据时注销前用户帐户。新的授权用户可设置新的用户帐户，以取代不再允许访问的前授权用户失效的用户帐户。艾玛迪斯有权监控和审核客户的用户数量、存储使用情况以及其他订购产品使用情况。

3. Support.

3. 支持

Amadeus will provide support for the Subscription Products in accordance with the applicable Subscription Product Support Procedures and Guidelines ("**Support Policy**"), as updated from time to time, which are available upon request. Support will

include the provision of updates, upgrades, bug fixes, patches and other error corrections (collectively, "**Updates**"). Amadeus may develop and provide Updates in its sole discretion, but has no obligation to develop and provide Updates.

Amadeus shall provide support for all Subscription Products continuously in accordance with the Amadeus' Modern Life Cycle Policy' as updated from time to time and published on Amadeus website. In the event that a Subscription Product is discontinued ("**End-of-Life**") Amadeus will provide a minimum of twelve (12) months notification ("**End-of-Life Notification**") before the Subscription Product will no longer be available.

艾玛迪斯将根据适用的订购产品支持程序和指南（以下简称"**支持政策**"）为订购产品提供支持，支持政策不时更新，并按需提供。支持包括提供更新、升级、错误修复、补丁和其他错误更正（统称为"**更新**"）。艾玛迪斯进行开发及提供更新是其权利，而非义务。

艾玛迪斯应按艾玛迪斯网站发布并持续更新的"现代生命周期政策"为所有订购产品持续提供支持。如果订购产品停止运作（以下简称"**使用周期结束**"），艾玛迪斯应在订购产品无法使用前至少提前十二（12）个月进行通知（以下简称为"**使用周期结束通知**"）。

4. Implementation and Training.

4. 安装和培训

- (a) If Customer orders any implementation, training, or other Services related to the Subscription Products, including services related to configuring interface connectivity

to the Property-based systems and testing prior to production use of the Subscription Product; then the provisions of this Section 4 will apply.

(a) 如客户订购与订购产品相关的安装、培训或其他服务，包括配置接口及在产品使用前进行测试等服务，将适用本协议第四节规定。

- (b) Amadeus will perform the Services and Customer will pay Amadeus the fees designated in the Order. Customer will also reimburse Amadeus for all reasonable out-of-pocket expenses actually incurred by Amadeus in performance of the Services, which include but are not limited to travel expenses, per diem and mileage.

(b) 艾玛迪斯提供服务，客户向艾玛迪斯支付订单确定的费用以及艾玛迪斯在实施服务时产生的合理费用，包括但不限于按天数和里程计算的差旅费。

- (c) Services will be provided during normal business hours. Any work performed at Customer's request on a holiday, weekend, or more than nine (9) hours in a single day will be charged at Amadeus's prevailing overtime rates. Amadeus will advise Customer before any overtime charges are incurred.

(c) 服务提供时间为正常工作时间。根据客户的要求在假期、周末或一天超过九

(9) 小时执行的任何工作将按艾玛迪斯现行的加班费率收取加班费。艾玛迪斯应在加班费产生前通知客户。

- (d) Customer acknowledges that Amadeus schedules resources in advance and that Amadeus would incur significant expenses, including downtime of those resources, if scheduled Services are canceled, delayed, or rescheduled within thirty

(30) days of the scheduled Service date i) by Customer for its convenience; or ii) due to Customer delay or being unprepared for performance of the Service(s). As such, in the event of any such cancellation, delay, or rescheduling, Amadeus may: i) assess a cancellation fee of eighty percent (80%) of the total price of the scheduled Service if Amadeus cannot reschedule the resources to a chargeable project for an alternative customer; ii) charge Customer for any non-refundable airline fees, change fees or other nonrefundable travel and related expenses unused due to the delay.

(d) 客户承认艾玛迪斯需提前调配资源，且若预定的服务在预定日三十（30）日前由于 i) 客户原因；或 ii) 客户延迟或未为服务准备而被取消、延迟或重新安排，艾玛迪斯可能承担高额费用，包括资源的时间成本。因此，如因前述理由取消、延迟或重新安排服务，艾玛迪斯可以：i) 若艾玛迪斯无法将资源重新安排至其他客户的可收费项目，则向客户收取预定服务评估价款 80% 的取消费用；ii) 向客户收取不可退还的航空公司费用、更改费用及其他因客户延误而未使用的不可退还的差旅费等相关费用。

(e) Amadeus reserves the right to suspend or re-schedule any Services if customer is delinquent on any non-disputed payment obligations to Amadeus.

(e) 如客户拖欠对艾玛迪斯的无争议款项，艾玛迪斯有权暂停或重新安排服务。

5. Fees and Payment.

5. 费用和付款

(a) Subscription Fees, Services Fees, invoicing and payment terms will be specified on the Order. Subscription

Fees for each renewal of the Subscription Term will be at Amadeus prevailing rates at the time of renewal. All Subscription Fees and Services Fees are non-refundable.

(a) 订单将明确订购费用、服务费用、请款单和付款条款。每次续期的订购费用将以艾玛迪斯在续期时的现行费率计算。所有订购费用和服务费用均不予退还。

(b) Notwithstanding Section 5(a), Amadeus may increase the Subscription Fees by the amount of any increase of the following costs incurred by Amadeus in providing the Subscription Product: i) fees or charges incurred by Amadeus for any third party software or services are increased by more than five percent (5%) within any one year period; and/or ii) electric power utility costs are increased by more than five percent (5%) within any one year period. In such event, Amadeus will provide notice to Customer at least thirty (30) days prior to the effective date of such increase.

(b) 尽管有第 5 (a) 节规定，艾玛迪斯可以根据提供订购产品时增加的下列费用增加订购费用：i) 艾玛迪斯为第三方软件或服务负担的费用在一年内增加 5% 以上；或 ii) 电力基础设施成本在一年内增加 5% 以上。在此情形下，艾玛迪斯将在增加此类费用的生效日期前至少三十（30）日通知客户。

(c) All sales will be billed in U.S. dollars unless otherwise specified in the Order. Past due amounts not subject to a good faith dispute will bear interest at up to one and a half percent (1.5%) per month or the maximum permitted by law, whichever is less. All fees are exclusive of, and Customer will pay, all taxes (including value added

taxes), levies, or duties imposed by taxing authorities, excluding taxes based solely on Amadeus's income.

(c) 除订单另有明确约定, 销售额均以美元结算。无争议的逾期未支付款项将按每月最高1.5%或法律允许的最高利率(以较低者为准)计息。所有费用不包含应由客户支付的所有税收(包括增值税)、征税或征税机构征收的关税, 仅基于艾玛迪斯收入征收的税费除外。

6. Confidentiality.

6. 保密条款

(a) The parties may have access to information that is confidential to each other ("**Confidential Information**") Confidential Information shall mean and include any information that is marked or otherwise identified as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed before or after the date of this Agreement, including the terms and conditions of this Agreement and each Order, including pricing information; any kind of business, commercial or technical information and data concerning the party's business prospects, strategy, business objectives, business transactions, financial arrangements, operations, systems and organization, methods, standards, specifications, concepts, ideas, plans, projects, programs or procedures, trade secrets, know-how, lists, notes, drawings, reports, software, databases, development methods, system design; or any other information of or relating to its business disclosed in connection with this Agreement.

(a) 缔约双方可以获得彼此机密的信息(以下简称"**保密信息**"). 保密信息包括任何被标记或以其他方式被确定为机密的信息, 或鉴于信息的性质和披露的情况

(是否在协议签订前披露)在合理情况下被认定为机密的, 包括本协议和每份订单的条款和条件, 包括定价信息、商业或技术信息和有关该方商业前景、战略、商业目标、商业交易、财务安排、运营、系统和组织、方法、标准、规范、概念、项目、计划或方案的信息和数据、程序、商业秘密、专有技术、清单、备注、图纸、报告、软件、数据库、开发方法、系统设计或与本协议有关的其业务披露的任何其他信息。

(b) Confidential Information shall not include any information that (i) is already known to the receiving party prior to disclosure by the disclosing party without breach of any obligation owed to the disclosing party; (ii) is or becomes a part of the public domain through no act or omission of the receiving party, (iii) is independently developed by the receiving party without use or reference to the disclosing party's Confidential Information, or (iv) is disclosed to the receiving party by a third party that was not bound by a confidentiality obligation to the disclosing party.

(b) 保密信息不包括: (i) 在披露方披露信息之前, 接收方未违背对披露方的义务前提下已知悉的信息; (ii) 未经过接收方的作为或不作为, 已经为公众所知的信息; (iii) 由接收方独立开发而未使用或参考披露方的保密信息; 或 (iv) 不受披露方保密义务约束的第三方披露给接收方的信息。

(c) Each party's Confidential Information may only be used by the other party in order to fulfill its rights and obligations under this Agreement.

Each party agrees to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains for its own Confidential Information, but in no event will such procedures be less than commercially reasonable. Confidential Information of a disclosing party may be disclosed by the receiving party solely to the receiving party's officers, employees, agents, insurers and professional advisers who have a "need to know" and have been informed of the confidential nature of the Confidential Information, provided that such third parties are bound to confidentiality and non-disclosure obligations consistent with this Agreement. Without limiting the generality of the foregoing, neither party will permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the discloser and the recipient shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. Each party may disclose the existence and terms of this Agreement and each Order, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party.

(c) 各缔约方仅可在履行其在本协议项下的权利和义务时使用另一方的保密信息。各方同意保障保密信息的机密性并通过禁止未经授权的复制、使用、分发或转让行为以将其作为商业秘密保护。各方同意至少按照本方保密信息同等的程序保护对方的保密信息，且这些程序至少不低于商业合理的程度。保密信息接收方仅可向接收方的工作人员、雇员、代理人、保险公司和专业顾问披露关于披露方的保密信息，且相关人员应当知晓并已被告知保密信息的机密性质，并遵守与本协议相一致的保密、不披露义务。在不限制上述内容的前提下，除非获得明确授权，任何一方均不允许其人员移除披露方提供的材料中的任何专有或其他图例或限制性通知，且接收方不得允许其人员复制任何此类资料材料。各方可以在保密的前提下，向由于重组、分拆或出售全部或部分企业、部门或集团的资产，而可能购买或继承上述部分业务的第三方披露本协议和订单的存在及相关条款。

(d) If the receiving party is required by a lawful order from any court, or any body empowered to issue such an order, to disclose the Confidential Information of the disclosing party, the receiving party shall promptly notify the disclosing party of any such order, so that the disclosing party may take reasonable steps to limit further disclosure, including obtaining a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information. If, in the absence of a protective order, the receiving party is compelled as a matter of law to disclose the Confidential Information of the disclosing party, the receiving party will disclose only the part of such Confidential Information as is required by law to be disclosed. Upon

termination of this Agreement, each party shall promptly return or destroy all of the other party's Confidential Information in its possession and provide written certification of such return or destruction.

(d) 如果接收方根据法院或有权发布此类命令的机构要求披露披露方的保密信息，接收方应立即通知披露方，以便披露方可以采取合理措施限制进一步的披露，包括获得保护令或其他合理保证。若在没有保护令的情况下，接收方被强制要求披露披露方的保密信息，接收方应只披露法律要求披露的保密信息。本协议终止后，各方应立即归还或销毁其拥有的其他方的保密信息，并提供退回或销毁保密信息的书面证明。

(e) If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing party in breach of this Section, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

(e) 如果接收方在违反本节规定的情况下披露或使用（或威胁披露或使用）披露方的任何保密信息，披露方除享有其他补救措施外，在无其他可采取的补救措施时有权寻求禁令救济。

7. Proprietary Rights in Subscription Products.

7. 订购产品的所有权

(a) Amadeus and its third party licensors own all right, title and interest in: i) all Subscription Products and all software text, graphics, images, audio and visual information, online tutorials, documents, specifications,

and materials made available to Customer hereunder, and all intellectual property embodied therein (collectively "**Amadeus IP**"); and ii) any recommendations, suggestions, enhancement requests, ideas, or other information related to Amadeus' products or services, including any Amadeus IP ("**Feedback**"). Customer hereby grants Amadeus a worldwide, perpetual, non-exclusive, and fully paid royalty free license to any Feedback provided by Customer and acknowledges Amadeus is free to use any such Feedback for any purpose without payment or restriction. Nothing in this Agreement shall be construed or interpreted as implying any transfer and/or assignment of any intellectual property rights, including the copyright, in any Subscription Product. Customer shall not (and shall not permit any employee, agent, or other third party): i) to remove or alter any copyright notices or other proprietary legends contained in any Amadeus IP; ii) reproduce, display, prepare derivative works, or distribute any Amadeus IP except as expressly permitted by this Agreement; iii) analyze, disassemble, decompile, reverse engineer, translate, convert, or apply any procedure or process to any Amadeus IP in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listing for any Amadeus IP or any trade secret information or process contained therein; iv) create Internet "links" to any Amadeus IP; v) reproduce, distribute, "frame", or "mirror" any part of any Amadeus IP on any other computer system; vi) access or copy any Amadeus IP in

order to build a similar or competitive product or service; vii) license, sublicense, resell, rent, assign, transfer, disclose or otherwise make accessible or available any Subscription Product (or access thereto) or any Amadeus IP to any third party; viii) use any Amadeus IP to operate a service bureau or otherwise provide any Amadeus IP services to any third party; or ix) use any Subscription Product or any Amadeus IP in violation of any law or regulation, including United States export control laws and associated regulations. Customer is responsible for all activity occurring through its User Accounts. Customer shall promptly notify Amadeus of any known or suspected breach of security or use of any Amadeus IP in breach of this Agreement or breach of security (including unauthorized use of User Accounts).

(a) 艾玛迪斯及其第三方许可人拥有以下所有权利和利益：i) 向客户提供的所有订购产品和所有软件文本、图形、图像、音频和视频信息、在线教程、文档、规格和材料以及其中包含的所有知识产权（统称“艾玛迪斯知识产权”）；和ii) 与艾玛迪斯的产品或服务（包括任何艾玛迪斯知识产权）相关的任何意见、建议、改进请求或其他信息（“反馈”）。客户特此授予艾玛迪斯其提供反馈的全球性、永久性、非独占性和全额支付的免版税许可，并承认艾玛迪斯可以免费将此类反馈用于任何目的而无需付款或被限制。本协议中的任何内容均不得解释为默示订购产品中的知识产权转让。客户不得（也不得允许任何员工、代理人或其他第三方）：i) 删除或更改任何艾玛迪斯知识产权中包含的版权声明或其他专有图例；ii) 复制、展示、制作衍生作品或分发任何艾玛迪斯知识产权（除非本协议明确约定）；iii) 对任何艾

玛迪斯知识产权进行分析、反向汇编、反向编译、反向工程、翻译、转换或应用程序或流程，以任何理由或目的确定或占用源代码或艾玛迪斯知识产权或其中所含的商业秘密信息或流程；iv) 为任何艾玛迪斯知识产权创建互联网“链接”；v) 在其他计算机系统上复制、分发、盗链或制作艾玛迪斯知识产权的镜像；vi) 访问或复制任何艾玛迪斯知识产权以建立类似或有竞争力的产品或服务；vii) 许可、再许可、转售、出租、转让、披露或以其他方式向任何第三方提供订购产品（或访问权限）或任何艾玛迪斯知识产权；viii) 使用任何艾玛迪斯知识产权经营服务局或以其他方式向第三方提供艾玛迪斯知识产权服务；或ix) 违反任何法律法规（包括美国出口管制法律和相关法规）使用订购产品或任何艾玛迪斯知识产权。客户对通过其用户帐户进行的所有活动负责。客户应立即通知艾玛迪斯任何已知或涉嫌违反本协议或保密条款（包括未经授权使用用户帐户）使用艾玛迪斯知识产权的行为。

(b) Amadeus may monitor Subscription Product activity. Amadeus may suspend or terminate any User Account(s): i) where applicable fees have not been paid, unless disputed in good faith; or ii) which Amadeus reasonably believes are not authorized or are being used in violation of this Agreement, including any activity harmful or potentially harmful to Amadeus IP. Amadeus will promptly notify Customer of any suspension and will work with Customer in good faith to resolve the issue(s) which prompted suspension. Customer will not receive a refund or credit for any period of suspension or termination. Amadeus reserves the right to assess a reconnection fee in the event the suspension results from Customer's failure to pay the applicable fees or

Customer's intentional violation of this Agreement. Suspension or termination is without prejudice to other remedies available to Amadeus for any violation of this Agreement by Customer.

(b) 艾玛迪斯可以监控订购产品活动。出现下列情形艾玛迪斯可以暂停或终止用户帐户：i) 客户存在未支付无争议费用的情形；或ii) 艾玛迪斯认为客户存在未经授权或违反本协议使用的情形，包括对艾玛迪斯知识产权有害或潜在威胁的活动。艾玛迪斯应及时通知客户暂停情况，并与客户真诚合作解决导致暂停的问题。在暂停或终止期间均不会向客户退款。若客户未能支付所需费用或客户故意违反本协议导致暂停，艾玛迪斯有权评估重新连接的费用。暂停或终止不影响艾玛迪斯因客户违反本协议而可能采取的其他补救措施。

8. Customer Data and Proprietary Rights.

8. 客户数据和所有权

(a) Customer is responsible for acquiring, maintaining, and paying all costs for computer systems, telecommunication services, and all other hardware or software necessary to use the Subscription Product. Customer will comply with all data privacy laws of the United States and such other governments as are applicable to the Subscription Products. All information input by Customer into or using the Subscription Product, including information regarding Customer's Property, ("**Customer Data**") is proprietary to Customer and may be Customer's Confidential Information. Customer hereby grants to Amadeus a fully paid up, irrevocable, perpetual, worldwide license to copy and use Customer Data and all other information collected about or from

Customer, Subscription Product users, their representatives, and trading partners: i) to fulfill Amadeus's obligations under this Agreement; and ii) as permitted by Amadeus's Privacy Policy available on the Web Site. In the event of loss or corruption of Customer Data, Amadeus' liability is limited to restoring Customer Data within the Subscription Product to the status of Amadeus' most recent uncorrupted back-up of the Subscription Product database. Notwithstanding the foregoing or anything in Section 5, Amadeus may (i) compile and use aggregated or anonymized information and data obtained through use of the Subscription Products; (ii) analyze, evaluate, create derivative works of, and otherwise develop market intelligence statistical information from Customer Data; and (iii) disclose, distribute, and sublicense any statistical information in an aggregate form; provided, however, that Amadeus does not disclose any non-public personal information or use such information or data in violation of applicable laws.

(a) 客户负责获取、维护和支付计算机系统、电信服务及使用订购产品所需的所有其他硬件或软件的所有费用。客户应遵守适用于订购产品的美国和其他政府的数据隐私法律。客户输入或使用订购产品的所有信息，包括有关客户财产的信息（以下简称“**客户数据**”）均为客户所有，并作为客户的保密信息。客户特此授予艾玛迪斯足额付清、不可撤销、永久性的全球许可，以复制和使用客户数据及从客户、订购产品用户、其代表和贸易伙伴处收集的所有其他信息：i) 用于履行艾玛迪斯在本协议下的义务；及 ii) 网站提供的艾玛迪斯隐私政策应允许该类复制或使

户数据丢失或损坏的情况下，艾玛迪斯的责任仅限于将订购产品中的客户数据恢复至艾玛迪斯最新的无损备份订购产品数据库的状态。尽管有第 5 节的规定，艾玛迪斯可以 (i) 汇编和使用通过使用订购产品获得的汇总或匿名信息和数据；(ii) 从客户数据分析、评估、创建衍生作品并以其其他方式发布市场情报统计信息；(iii) 以综合形式披露、分发和再许可统计信息；但艾玛迪斯不会披露任何非公开个人信息或违法利用这些信息或数据。

- (b) Amadeus maintains administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in accordance with Amadeus' privacy policy and in accordance with applicable privacy laws and regulations. Customer acknowledges that Amadeus is not responsible for the privacy, security or integrity of Customer Data that is transmitted or stored outside of the Subscription Product.

(b) 艾玛迪斯根据艾玛迪斯的隐私政策及相关隐私法律规定，为保护客户数据的安全性、保密性和完整性提供行政、物理和技术保障。客户承认艾玛迪斯无需对在订购产品以外传输或存储的客户数据的安全性、保密性和完整性负责。

- (c) Amadeus reserves the right to place reasonable limits on the amount of disk storage capacity for Customer Data. In the event that Customer's storage use exceeds storage limitations set forth herein or in the Order Form, Amadeus may automatically invoice Customer for the additional storage at the then applicable rate, which shall be due Net 30 from receipt of invoice.

(c) 艾玛迪斯有权对客户数据的磁盘存储容量设置合理限制。若客户的存储使用超过本协议或订单中规定的存储限制，艾玛

迪斯有权以当时适用费率向客户开具额外存储服务的请款单，客户应在收到请款单后 30 日内付款。

- (d) Customer acknowledges that Amadeus may irretrievably delete all Customer Data thirty (30) days following expiration or termination of the Subscription Term. Customer is responsible for extracting all Customer Data, or making arrangements with Amadeus for extraction of Customer Data in accordance with this paragraph. Upon termination of the Subscription Term by either party, Amadeus shall, if so requested in writing by Customer within thirty (30) days of the termination date and so long as Customer is not in default of any of its obligations under this Agreement, make available to Customer (within fifteen (15) business days of the request) Customer Data in a file format reasonably selected by Amadeus. Notwithstanding anything to the contrary herein, with respect to Customer's breach of this Agreement for nonpayment of an undisputed invoice, Customer agrees and acknowledges that Amadeus has no obligation to return or retain Customer Data, and may delete such Customer Data, if Customer has failed to pay any outstanding undisputed invoice when due, and such breach has not been cured within sixty (60) days notice.

(d) 客户同意艾玛迪斯在订购期限届满或终止后三十 (30) 日内彻底删除所有客户数据。客户负责提取所有客户数据，或者根据本条约定与艾玛迪斯协商提取客户数据。当任何一方终止订购期限时，如果客户在终止日前的三十 (30) 日内提出书面请求且客户没有违反本协议下的任何义务，艾玛迪斯应当在收到书面请求后十五

(15) 个工作日内提供数据，由艾玛迪斯选择文件格式。即使有相反的规定，客户同意并承认若客户违反本协议未支付无争议请款单且在被通知后六十（60）日内仍未支付，艾玛迪斯没有义务返还或保留客户数据，且可以删除此类客户数据。

(e) In the event Customer Data is provided by Amadeus with any portion of Amadeus's proprietary software, such as a database schema, such proprietary software shall be Confidential Information pursuant to this Agreement.

(e) 若艾玛迪斯使用艾玛迪斯专有软件的任何部分（如数据库模式）提供客户数据，则根据本协议，此类专有软件应为保密信息。

9. Termination.

9. 终止

(a) Customer may terminate the Subscription Term for any Subscription Product by providing written notice if Amadeus is in material default of any of its obligations under this Agreement or any Order(s) with respect to such Subscription Product, and fails to cure such default within thirty (30) days after receiving written notice from Customer specifying the default.

(a) 若艾玛迪斯违反本协议或订购产品相关订单的义务构成重大违约，且在收到客户针对特定违约行为发出的书面通知之日起三十（30）日内未纠正违约行为，客户可以提供书面通知终止订购产品的订购期限。

(b) Amadeus may suspend or terminate this Agreement and/or the Subscription Term for any Subscription Product by providing written notice:

(b) 艾玛迪斯在以下情形可以书面通知暂停或终止本协议及订购产品的订购期限

(i) If Customer is in material default of any of its obligations under this Agreement or any Order(s), and fails to cure such default within thirty (30) days after receiving written notice from Amadeus specifying the default;

(i) 客户违反本协议或订购产品相关订单的义务构成重大违约，且在收到艾玛迪斯针对特定违约行为发出的书面通知之日起三十（30）日内未纠正违约行为；

ii. If Customer is delinquent on payment to Amadeus for Support, Services, Subscription Products, travel and expenses or any other outstanding invoice to Amadeus or an Amadeus "Affiliate".

(ii) 客户逾期支付艾玛迪斯及其关联公司的支持、服务、订购产品、差旅费用或其他应付请款单。

iii. If Customer undergoes an Insolvency Event. Insolvency Event shall mean: i) Customer terminates, liquidates or dissolves its business or disposes of substantially all of its assets; ii) Customer voluntarily, or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding which is not dismissed without prejudice within sixty (60) days; or iii) Customer fails to generally pay its debts as they become due.

(iii) 客户破产。破产包括：i) 客户终止、清算或解散其业务或处置其全部资产； ii) 客户自愿或非自愿地成为任何破产、重组或其他类似程序的主体，且该程序在六十（60）日内未被撤销；或 iii) 客户无法清偿到期债务。

(c) Expiration or termination of the Subscription Term for a Subscription Product automatically terminates Customer's license to use the Subscription Product. Customer will (i) immediately discontinue use of the Subscription Product; (ii) at Amadeus' option, return or destroy all documentation and Amadeus Confidential Information; (iii) remove any software provided by Amadeus hereunder from any devices owned or controlled by Customer; and (iv) upon Amadeus' request, provide written certification of compliance with the foregoing.

(e) 订购产品的订购期限到期或终止时，客户使用订购产品的许可自动终止。客户应 (i) 立即停止使用订购产品；(ii) 由艾玛迪斯决定退回或销毁所有文档和艾玛迪斯保密信息；(iii) 从客户所有或控制的设备中移除艾玛迪斯提供的软件；及 (iv) 根据艾玛迪斯的要求，提供符合上述规定的书面证明。

(d) Each party's rights and obligations set forth in Sections 4 (for amounts accruing prior to termination), Sections 5 through 12 inclusive, and Sections 13(a), (b), (c), (d), (i), (j), (k), (l), (m), and (n) survive termination of each Subscription Term and this Agreement.

(f) 协议第 4 节（关于终止前累计金额）、第 5 至 12 节、第 13 节 (a)、(b)、(c)、(d)、(i)、(j)、(k)、(l)、(m) 和 (n) 款在订购期限及协议终止后继续有效。

10. Representations and Warranties.

10. 陈述与保证

(a) Customer represents and warrants that (i) it has the authority to enter into this Agreement with Amadeus on

behalf of itself and each other person or entity with a proprietary interest in the information in Customer's Subscription Product database/instance and to grant Amadeus the licenses and permissions described herein and to otherwise bind all such persons and entities to this Agreement; (ii) all registration information provided by Customer is true, complete, and accurate, and Customer will notify Amadeus of any changes and keep such information true, complete and accurate for the Subscription Term; (iii) Customer Data will not infringe on any copyright, patent, trade secret or other proprietary right held by any third party; (iv) Customer will not use the Subscription Products in a manner that is contrary to its rights under this Agreement, that violates any law, or that would reasonably be seen as obscene, defamatory, harassing, offensive or malicious; and (v) Customer will make all disclosures to all persons to whom Customer sends messages using the Subscription Products and will obtain all necessary consents from such persons as may be required by applicable law and by Customer's policies or agreements with consumers. Customer agrees to indemnify and hold Amadeus harmless for all loss or damages resulting from Customer's breach of any provision of this Agreement or Amadeus' reliance on any representation or warranty made by Customer.

(a) 客户陈述并保证：(i) 客户一方有权代表本方以及对客户订购产品数据库/实例的信息拥有所有权的其他个人或实体与艾玛迪斯签订本协议，且本协议对此类人

员和实体具有约束力，且客户一方有权授予艾玛迪斯本协议所述的许可；（ii）客户提供的注册信息均真实、完整且准确，且客户应通知艾玛迪斯变更并保持这些信息真实、完整且准确；（iii）客户资料不会侵犯任何第三方持有的版权、专利、商业秘密或其他所有权；（iv）客户不得以违反本协议规定的权利、违反任何法律或被视为淫秽、诽谤、骚扰、冒犯或恶意的方式使用订购产品；（v）客户将向其使用订购产品发送信息的所有人进行披露，并将根据相关法律及客户的政策或与消费者达成的协议，获得前述人员必要的同意。客户同意对因客户违反本协议条款或艾玛迪斯依赖客户所作的陈述或保证而导致的所有损失或损害进行赔偿。

(b) Amadeus represents and warrants that (i) it has full power and authority to enter into the Agreement and provide the Subscription Product, (ii) each of Amadeus' employees or contractors assigned to perform any services hereunder shall have the proper skill, training, and background so as to be able to perform the service in a competent and professional manner, and (iii) that the Subscription Product(s) will perform substantially in conformance with the online help documentation under normal use and circumstances.

（b）艾玛迪斯声明并保证：（i）拥有签订本协议并提供订购产品的权利；（ii）艾玛迪斯指派的履行本协议的员工或承包商经过适当的培训及资质以便能够以合格专业的方式执行服务；以及（iii）订购产品在正常的使用及环境下与在线帮助文档兼容。

(c) EXCEPT FOR THE EXPRESSED WARRANTIES DESCRIBED IN THIS SECTION, AMADEUS DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, INTEROPERABILITY, OR SECURITY, AND ANY WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING OR PERFORMANCE. AMADEUS DISCLAIMS ANY WARRANTY REGARDING THE USE OF DATA EXTRACTED FROM A DATABASE GENERATED BY A SUBSCRIPTION PRODUCT TO THE EXTENT SUCH EXTRACTION IS PERFORMED BY ANY PARTY OTHER THAN AMADEUS, INCLUDING ANY WARRANTY REGARDING THE USEFULNESS OF THAT DATA WITH OTHER SOFTWARE AND/OR HARDWARE SYSTEMS, THE SECURITY OF ANY DATA THAT CUSTOMER WANTS TO EXCLUDE FROM ANY SUCH EXTRACTION, OR WHETHER ANY SUBSCRIPTION PRODUCTS WILL CONTINUE TO OPERATE AS THEY DID PRIOR TO ANY SUCH EXTRACTION. AMADEUS DOES NOT WARRANT THAT THE SUBSCRIPTION PRODUCTS WILL BE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OPERATE UNINTERRUPTED OR ERROR-FREE, OR ACHIEVE ANY RESULTS EXPECTED BY CUSTOMER. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE, AMADEUS WILL NOT AND DOES NOT PURPORT TO PROVIDE ANY LEGAL, TAXATION, OR ACCOUNTANCY ADVICE UNDER THIS AGREEMENT OR IN RELATION TO THE SERVICES OR THE SUBSCRIPTION PRODUCTS.

（c）除本节明示的保证，艾玛迪斯不作任何其他明示或默示的保证，包括对适销性、特定用途的适用性、所有权、不侵权、质

量满意度、互通性或安全性的默示保证，包括产生于行业惯例或交易习惯的保证。艾玛迪斯对除艾玛迪斯以外的任何一方提取从订购产品生成的数据库的数据的使用不作任何保证，包括以其他软件或硬件系统使用该数据，客户意图从此类提取中排除数据的安全性，或订购产品在这些提取前是否继续运行。艾玛迪斯不保证订购产品安全无病毒或没有其他有害组件，或不间断或零错误地运行，或实现客户期望的结果。除另有明确约定，艾玛迪斯不提供任何与此协议、服务或订购产品有关的法律、税务或会计建议。

11. Intellectual Property Infringement.

11. 知识产权侵权

(a) Amadeus will defend or settle, at its own expense, any action brought against Customer alleging any Subscription Product, or Customer's authorized use of any Subscription Product, infringes upon or misappropriates any patent, copyright, trademark or other proprietary enforceable rights. Amadeus will pay all costs and damages finally awarded in any such action or any settlement amounts agreed to by Amadeus. Amadeus' obligations under this section are subject to Customer: i) providing prompt written notice of the claim; ii) granting Amadeus sole control of the defense and settlement of the claim; iii) not performing any action prejudicial to Amadeus' ability to defend the claim; and iv) providing cooperation and information reasonably requested by Amadeus. Amadeus shall not be liable hereunder for any settlement made by Customer, without Amadeus' advance written approval, or for any award from any action in which

Amadeus was not granted control of the defense.

(a) 对于主张订购产品或客户被授权使用订购产品侵犯或盗用任何专利、版权、商标或其他专有可执行权利的诉讼，艾玛迪斯应承担辩护或和解费用。艾玛迪斯应支付此类诉讼的所有费用、损害赔偿或艾玛迪斯同意的和解金。艾玛迪斯履行本条款项下的义务的条件是客户：i) 立即书面通知索赔事宜；ii) 授予艾玛迪斯对辩护及和解索赔的唯一控制权；iii) 不得采取有损于艾玛迪斯抗辩的行为；iv) 提供艾玛迪斯要求的合理的协议及信息。对客户未经艾玛迪斯事先书面许可而达成的解决方案，艾玛迪斯概不负责。对艾玛迪斯未获得辩护控制权的行为所产生的赔偿，艾玛迪斯概不负责。

(b) Amadeus has no liability for any claim based on: (i) use of any Subscription Product in violation of this Agreement; ii) any combination of the Subscription Product with software, hardware, or other materials not provided or specified by Amadeus; iii) compliance by Amadeus with designs, plans or specifications furnished by or on behalf of Customer where such compliance gave rise to the infringement claim; (iv) continued use of any Subscription Product after Amadeus recommends discontinuation because of possible or actual infringement; or (v) use of a superseded or altered release of any Subscription Product if the infringement would have been avoided by use of a current or unaltered release of the Subscription Product made available to Customer.

(b) 艾玛迪斯对任何基于下述情形的索赔不承担责任：(i) 客户违反本协议使用任何订购产品；ii) 客户订购产品与艾玛迪斯未提供或指定的软件、硬件或其他材料

的组合； iii) 艾玛迪斯遵守由客户或其代表提供的设计、计划或规范，而导致侵权索赔； (iv) 在艾玛迪斯建议因涉嫌或实际侵权需终止使用订购产品后，客户继续使用订购产品；或 (v) 客户使用订购产品被取代的版本或被更改的版本导致侵权，而若使用订购产品当前的版本或未被更改的版本可以避免侵权。

- (c) If use of any Subscription Product is enjoined, or if Amadeus reasonably believes that use of any Subscription Product may be enjoined, Amadeus may, at its option, (a) obtain the right for Customer to continue using the Subscription Product; or (b) replace or modify the Subscription Product so it is no longer infringing, or if neither (a) nor (b) can reasonably be accomplished, (c) terminate the Customer's license to use the Subscription Product and issue a pro-rata refund of the Subscription Fees prepaid for the time period following the date of termination.

(c) 若订购产品被禁用，或艾玛迪斯认为订购产品可能被禁用，则艾玛迪斯可以选择：(a) 使客户获得继续使用订购产品的权利；或 (b) 更换或修改订购产品，使其不再侵权，或若 (a) 和 (b) 均不能合理完成，则 (c) 终止客户使用订购产品的许可并按比例退还已预付的订购费用。

- (d) This Section states Customer's exclusive remedy and Amadeus' entire liability for any claim of infringement of any intellectual property rights of any kind.

(d) 本节说明了对于侵犯知识产权的索赔，客户的唯一补救办法和艾玛迪斯的全部赔偿责任。

Neither party shall be responsible for any failure to perform its obligations (other than payment obligations) under this Agreement if performance of such obligations is prevented or delayed by "Force Majeure Events" as defined in Exhibit A attached hereto or any cause beyond its reasonable control. In the event Force Majeure Events prevent use of the Subscription Product for more than ten (10) consecutive days, Customer's sole remedy is to terminate the Subscription Term applicable to the Subscription Product on thirty (30) days prior written notice to Amadeus. In such case, neither party will be liable for penalties or damages arising out of a failure to perform under this Agreement. However, in such event, Amadeus shall provide Customer a pro-rata refund of any prepaid but unused Subscription Fees. This Section shall not operate to change, delete, or modify any of the parties' obligations under this Agreement (e.g., payment), but rather only to excuse a delay in the performance of such obligations.

若由于附件一定义的“不可抗力事件”或超出合理控制范围的原因，导致任何一方延迟履行或不能履行本协议项下的义务（付款义务除外），该方不承担责任。若不可抗力事件使订购产品连续超过十（10）天无法使用，客户唯一补救措施为提前三十（30）天以书面形式通知艾玛迪斯终止订购产品适用的订购期限。在此情形下，双方均不承担因本协议未履行而产生的处罚或损害赔偿赔偿责任，但艾玛迪斯应按比例向客户退还已支付但未使用的订购费用。本条款不得修改、删除或修改本协议下缔约方的义务（例如付款）。根据本条款仅可延迟履行这些义务。

12. Force Majeure.

12. 不可抗力

13.Limitation on Liability.

13.责任限制

The parties agree that, to the fullest extent permissible under law, in no event shall a party be liable to the other for any direct or indirect loss of actual or anticipated profits, income, revenue or any incidental, consequential, indirect, special or punitive damages (including loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, lost savings, loss of use or loss or corruption of data, database or software) howsoever arising out of this Agreement or with respect to the Subscription Product(s), whether in contract, tort, negligence, breach of statutory duty or other form of action even if the loss or damages were foreseeable or the party has been apprised of the possibility of such loss or damages. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy. The parties hereto specifically agree that except for the amounts properly payable to Amadeus hereunder, the total liability of either party to the other for damages under this Agreement will not exceed the Subscription Fees paid or payable by Customer to Amadeus for the then current Subscription Term. Notwithstanding the foregoing, Amadeus will be liable only for actual direct damages incurred by Customer as a direct result of Amadeus' gross negligence, willful misconduct, or failure to exercise reasonable care in providing the Subscription Products. The limits described in this Section shall not apply with respect to (i) losses resulting from death or personal injury due to a party's gross negligence, or (ii) a party's breach of its obligations under Sections 4(b), 5, 6, 10, and 13. Under no circumstances

shall Amadeus incur any liability on account of claims arising out of or relating to any extraction of data from a database generated by a Subscription Product to the extent that extraction is performed by any party other than Amadeus.

双方同意在法律许可的最大范围内，在任何情况下，无论是否产生于合同或产品的违约、侵权、过失或违反法定义务或其他形式的行为，任何一方均无需负担其他方的直接或间接实际或预期的损失利润、收入，或偶然的、结果性的、特殊的或惩罚性的赔偿（包括业务损失、商业机会、商誉损失、储蓄损失、数据或软件丢失或损坏），即使损失或损害可预见，或者一方已被告知此类损失或损害的可能性。即使有限补救措施的基本目的不能实现，本节仍适用。双方特别约定，除应付艾玛迪斯的款项，本协议下任何一方向另一方赔偿损失的总额不超过客户在当前订购期限内向艾玛迪斯已支付或应付的订购费用。尽管有上述规定，艾玛迪斯仅对客户因艾玛迪斯的重大过失、故意不当行为或未能合理谨慎提供订购产品而直接导致的直接实际损失承担责任。本节所述的限制不适用于（i）一方的重大过失导致人身伤害或死亡造成的损失，或（ii）一方违反第4节（b）款、第5节、第6节、第10节和第13节款。艾玛迪斯在任何情况下都不承担因除艾玛迪斯以外的缔约方提取数据提取订购产品生成数据库数据而引起的相关索赔责任。

14.Miscellaneous.

14.其他事项

(a) In the event any action is brought to enforce any provision of this Agreement or to declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable attorney's fees and other related costs and expenses actually incurred by reason thereof.

（a）如果因执行协议中的条款或者认定违反本协议约定而采取任何司法程序，胜诉

方有权获得违约金以及上述行为造成的律师费等其他相关费用的补偿。

- (b) Headings in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

(b) 本协议的标题仅为方便查阅，不影响本协议的含义或解释。

- (c) When the term "including" or "includes" is used in this Agreement, it means "including (or includes), without limitation."

(c) 协议中的“包含”指的是“包括但不限于”。

- (d) The failure of Amadeus to enforce any right or provision in this Agreement will not constitute a waiver of the same or other right or provision thereof, and no waiver shall be effective unless made in writing.

(d) 艾玛迪斯未行使协议中的权利或条款的行为并不构成对该项权利或条款的放弃，任何非书面形式的弃权皆无效。

- (e) Customer shall comply with all current export and import laws and regulations of the United States and such other governments as are applicable to the Subscription Products. Customer hereby certifies that it will not directly or indirectly, export, or re-export, the Subscription Products in violation of United States laws and regulations.

(e) 客户必须遵守美国及其他政府部门适用于该项产品的现行的进出口法律和规定。客户特此证明不会违反美国法律直接或间接出口或再出口订购产品。

- (f) "Affiliate" means any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a party, or any parent company, affiliate, or subsidiary of a

party, as of the date on which, or at any time during the period for which, the determination of affiliation is being made. As used herein, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, whether through ownership of voting securities or interests, by contract, or otherwise.

(f) “附属”指在某个时间点或某一段时间内直接或间接地，通过一个或多个媒介控制的实体，或者处于某一方，某一母公司，某一方的子公司控制或同一控制下的实体。在本协议中，“控制”一词指的是直接或间接地拥有掌控某一实体的运营和政策方向的权力。无论是通过拥有表决权的证券或权益，还是通过合同或其他方式。

- (g) Customer may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by contract, by operation of law, by merger, stock, asset sale or otherwise, without the prior written consent of Amadeus, such consent not to be unreasonably withheld. Amadeus may assign this Agreement with advance written notice to Customer. Any purported assignment in violation of this Section shall be void.

(g) 未经艾玛迪斯事先书面同意（此类书面同意不可被不合理的保留），客户不可以自愿，通过合同、法律运作、并购、股票、资产售卖或其他方式转让或分配本协议的整体或任一部分。艾玛迪斯可转让本协议并应通过书面形式告知顾客。任何与本节内容冲突的声明均无效。

- (h) The parties are independent contractors and nothing in this Agreement shall be deemed to make either party an agent, fiduciary, employee, partner or joint venturer of the other party. Neither party shall

have the authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

(h) 缔约方是独立的，协议中的任何内容都不被视为是把协议中的一方变成另一方的办事机构、被雇佣方、合作伙伴或者联合经营方。任何一方都无权绑定、承诺或以其他方式强迫另一方。

- (i) Amadeus may provide notices to Customer by email, mail, or courier, in each case to Customer's email or postal address as recorded in Amadeus' account information. Customer must send notices by mail or courier to Amadeus Hospitality Americas, Inc., 75 New Hampshire Avenue, Portsmouth, NH 03801, Attention Legal Department or to Hospitality.Legal@Amadeus.com. Notices sent by email will be effective 24 hours after emailing unless Amadeus receives notice that the email was not delivered. Other notices are effective upon receipt.

(i) 艾玛迪斯将按照客户在艾玛迪斯账户信息中的联系方式，以电子邮件、信件或快递的方式向顾客提供通知。客户可以通过邮件或快递的方式联系艾玛迪斯美洲艾玛迪斯酒店有限公司，邮件地址是 75 New Hampshire Avenue, Portsmouth, NH 03801, Attention Legal Department，或者发送电子邮件到 Hospitality.Legal@Amadeus.com。通过电子邮件发送的消息将在发送 24 小时后生效，艾玛迪斯通知未收到邮件除外。其他方式的通知在收到时即生效。

- (j) If this Agreement is posted on Amadeus' Web Site, Amadeus may revise the terms of this Agreement from time to time at Amadeus' discretion by placing revised terms on the same Web Site or by providing notice to Subscriber as described

herein. The revised Agreement will become effective and replace previous versions only upon the next renewal of the Subscriber's Subscription Term.

(j) 如果此协议在艾玛迪斯的网站上公布，艾玛迪斯将以添加修订条款的方式修改此协议，任何修订的条款都将在与原条款相同的网站上公布，或者向订阅的顾客发送通知。修订协议在客户下一次订阅期限生效并取代之前的协议。

- (k) If any portion of this Agreement is determined to be or becomes unenforceable or illegal, such portion will be enforced to the maximum extent permissible by law to effect the intent of the parties and the remaining provisions of this Agreement will remain in full force and effect.

(k) 若协议中的内容被认定即将或者已经变得无法履行或违法，该部分将在法律允许的最大程度内被履行，协议其余部分效力不受影响。

- (l) In the event of a conflict between the terms of this Agreement and any Order, the terms of the Order shall prevail with respect to that Order.

(l) 若协议条款与法律相冲突，应适用法律规定。

- (m) This Agreement shall be governed by the laws of the United States and the country of England, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this Agreement. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other

equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement breach, or termination of this Agreement will be settled by binding arbitration under the Rules of the American Arbitration Association by three arbitrators appointed in accordance with the Rules in Portsmouth, New Hampshire. All other disputes regarding this Agreement shall be subject to the exclusive jurisdiction of courts within in the State of New Hampshire. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The prevailing party will be entitled to receive from the other party its attorneys' fees and costs incurred in connection with any arbitration.

(m) 此协议遵守美国和英国各项法律规定，除非两国法律冲突。本协议不适用联合国国际货物销售合同公约和统一计算机信息交易法。任意一方有权向有管辖权的法院申请临时禁令、临时禁令或其他用来维持现状或防止无法挽回的伤害的公平救济。此外任何关于协议的解释、违约或终止的纠纷将根据美国仲裁协会的规则、由新罕布什尔州朴次茅斯法律规定指定的三名仲裁员进行具有约束力的仲裁。

- (n) This Agreement, together with any Exhibits, Order Forms, and Amendments, constitutes the final and entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior or contemporaneous oral and written communications between the parties with respect thereto. Amadeus's third party suppliers are an intended beneficiary. Except as otherwise set forth in an Exhibit or Order Form, the parties agree that

this Agreement cannot be altered, amended or modified, except by a written Amendment signed by an authorized representative of both parties. It is expressly agreed that neither usage or custom nor the terms of any Customer purchase order or any other ordering document shall have any force or effect.

(n) 本协议及附件、订单和修正条款构成双方就此事项的最终完整协议，并取代双方此前的所有备忘及口头和书面通信。艾玛迪斯的第三方供应商为意定受益者。除附件或订单另有规定，双方同意本协议的更改、修订或修改，需由双方授权代表签署书面修正案。双方确认任何行业惯例、用户采购订单条款或采购规范均不具有任何效力。

- (o) During the term of this Agreement and for one year thereafter, Customer shall not, without the prior written permission of Amadeus, directly or indirectly solicit, hire or otherwise retain or engage, whether as an employee, independent contractor or otherwise, any employee, independent contractor or other personnel of Amadeus, or any former employee or independent contractor of Amadeus, who performed any Services during the term of this Agreement.

(o) 在本协议有效期内及此后一年内，未经艾玛迪斯事先书面许可，客户不得直接或间接雇用或以其他方式保留或聘用艾玛迪斯的员工、独立承包商或其他人员，或直接或间接雇用在协议期限内曾为艾玛迪斯雇员或独立承包商的人。

(p) The original text of this Agreement is in English. The English language version shall prevail.

本协议原始文本为英文并以英文为准。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司
订购协议

Exhibit A

Service Levels

Subscription Service - Service Level Availability

附件一

服务水平

订购服务-可获得的服务水平

1. Availability

1. 可用性

The Subscription Products (excluding the Zingle Subscription Products) will be available 99% percent of the time during defined production hours ("**System Availability**") as set forth in this "Service Level Agreement" (this "**SLA**").

订购产品(不包括 Zingle 订购产品)在本“服务水平协议”定义的产品时间内 99%的时间可被使用(以下简称“系统可用性”)。

System Availability is tracked and calculated monthly, as follows:

$$\frac{(\text{Total Production Minutes} - \text{excluded}) - \text{Production Outage Minutes}}{(\text{Total Production Minutes} - \text{excluded})}$$

每月跟踪计算系统可用性,如下所示:

$$\frac{(\text{总产品时间} - \text{排除时间}) - \text{生产中断时间}}{(\text{总产品时间} - \text{排除时间})}$$

Where:

- *Total Production Minutes* are the total number of minutes during the production window in the month.
- 总产品时间是本月产品窗口的总分钟数。
- *Production Outage Minutes* represent system-wide outages that are not covered under *excluded*.
- 产品中断时间表示系统中断,不包括在排除范围之内。
- *Excluded* means the following:
 - Regular Scheduled Maintenance – Any outages during the predefined maintenance window(s), or when announced 3 days or more in advance and used for system upgrades and improvements.
 - Emergency Scheduled Maintenance – Any outages when announced 1 hour or more in advance and used for emergency repairs or upgrades that could otherwise negatively impact Customer’s operations.
 - Any period of unavailability lasting less than five (5) minutes.

- Any unavailability caused by Customer's misuse or negligence or circumstances beyond Amadeus' reasonable control, including acts of God, acts of government, war, embargoes, flood, fire, earthquakes, disasters, civil unrest, acts of terror, strikes or other labor problems (other than those involving Amadeus' employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software, or power systems not within Amadeus's possession or reasonable control, and network intrusions or denial of service attacks ("**Force Majeure Events**").
- 排除时间的意思是：
 - 定期维护-在预定义的维护窗口期间或者提前 3 天或更多时间通知将进行中断，用于系统升级和改进；
 - 紧急维护-提前 1 小时或更多的时间通知将进行中断，用于紧急维修或升级，否则会对客户的操作造成负面影响；
 - 持续少于五分钟的不可用时间段。
 - 由于客户滥用或疏忽或超出艾玛迪斯合理控制的情况，包括政府行为、战争、禁运、洪水、火灾、地震、灾难、内乱、恐怖行为、罢工或其他劳工问题（艾玛迪斯员工问题除外）、计算机、电信、互联网服务提供商或主机设备故障或延迟或非艾玛迪斯所有或合理控制范围内的硬件、软件或电力系统故障，以及网络入侵或分散式阻断服务攻击（"**不可抗力事件**"）。

Unavailability of some specific features or functions within the Subscription Product(s), while others remain available will not constitute unavailability of the Subscription Product(s), so long as the unavailable features or functions are not, in the aggregate, material to the Subscription Product(s) as a whole. Additionally, third party connectivity issues and third party downtime are explicitly excluded from the System Availability calculation.

订购产品仅某些特定功能不可用，其他功能仍可用不视为订购产品不可用，除非上述情形导致产品整体无法使用。此外，系统可用性时间计算中明确排除了第三方连接问题和第三方停机时间。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司
订购协议

Additional Terms and Conditions

Amadeus Service Optimization Subscription Products

附加条款和条件
艾玛迪斯服务优化订购产品

Pursuant to the Order Form executed by Customer and Amadeus, the following additional terms and conditions govern Customer's use of Amadeus' proprietary online applications branded as HotSOS, PMWorks, and REX (the "**Service Optimization Application(s)**") and the associated Amadeus mobile and computer device client software ("**Client Software**") used to access the Service Optimization Application(s) (collectively, the "**Service Optimization Subscription Products**"). These additional terms are an integral part of the Order Form and are legally binding.

根据客户和艾玛迪斯签署的订单，以下附加条款和条件约束客户使用艾玛迪斯专有的 HotSOS, PMWorks 和 REX 在线应用程序（以下简称为“**服务优化应用程序**”）、相关的艾玛迪斯手机和用于访问服务优化应用程序（统称为“**服务优化订购产品**”）的计算机设备客户端软件（“**客户端软件**”）。这些附加条款是订单的组成部分，具有法律约束力。

- 1. USER SUBSCRIPTIONS.** The Service Optimization Applications may only be used online at the applicable URL.
1.用户订阅。 服务优化应用程序只能在适用的 URL 中进行线上使用。
- 2. SUBSCRIBER DATA.** Each Service Optimization Application provides for storage of Subscriber Data for up to 50GB, excluding HotSoS Mild, which contains 5GB.
2.订户数据。 除 HotSoS Mild 为订户数据提供 5GB 的存储空间外，其他每个服务优化应用程序为订户数据提供 50GB 的存储空间。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司

订购协议

Salesforce.com Subscription Products

Salesforce.com 订购产品

Pursuant to the Order Form executed by Subscriber and Amadeus, the following additional terms and conditions govern Subscriber's use of Salesforce.com ("SFDC") products, which includes but is not limited to Delphi.fdc (collectively the "SFDC Subscription Products"). These additional terms are an integral part of the Order Form and are legally binding.

根据订户和艾玛迪斯签署的订单, Salesforce.com ("SFDC") 产品包括但不限于 Delphi.fdc (统称为"SFDC 订购产品"), 订户使用 SFDC 订购产品应遵守下述附加条款和条件。这些附加条款是订单的组成部分, 具有法律约束力。

- 1. USER SUBSCRIPTIONS.** The SFDC Subscription Products operate on the SFDC platform (the "SFDC Platform") and use of SFDC Subscription Products is subject to SFDC provisioning the SFDC Subscription Products for Subscriber on the SFDC Platform. Each SFDC Subscription Product user subscription ("User Subscription") entitles one individual employee or agent of Subscriber (an "Authorized User"), to access the SFDC Subscription Products on the SFDC Platform for the duration of the Subscription Term described on the Order Form, subject to the terms of the Agreement and the applicable SFDC Service Agreement as set forth in Section 4 below. The SFDC Subscription Products may only be used online, only by Authorized Users, and only for Subscriber's internal business purposes of operating a facility owned or managed by Subscriber and for which applicable subscription fees have been paid to Amadeus (an "Authorized Facility").

1. 用户订购。SFDC 订购产品在 SFDC 平台 ("SFDC 平台") 上运行, 且 SFDC 订购产品的使用受 SFDC 在 SFDC 平台上为订户提供 SFDC 订购产品的限制。每个 SFDC 订购产品用户订购 (以下简称"用户订购") 授权订户的一个员工或代理商 (以下简称"授权用户") 在订单所述的订购期限内访问 SFDC 平台上的 SFDC 订购产品, 但须遵守协议条款和下文第 4 节所述适用的 SFDC 服务协议。SFDC 订购产品只能在线使用, 只能由授权用户使用, 且只能用于订户的內部商业目的, 即经营由订户拥有或管理且已向艾玛迪斯支付适用的订购费用的设施 (以下简称为"授权设施")。

- 2. SUBSCRIPTION TERM.** Amadeus may terminate the Subscription Term, or suspend Subscriber's subscriptions to the SFDC Subscription Products if SFDC suspends or terminates Subscriber's access to the SFDC Platform.

2. 订阅期限。如果 SFDC 暂停或终止用户对 SFDC 平台的访问, 艾玛迪斯可以终止订购期限或暂停订户订阅 SFDC 订购产品。

- 3. SALESFORCE.COM.** Subscriber is contracting solely with Amadeus for the provision of the SFDC Subscription Products and is not entering into a contractual relationship with SFDC. SFDC has no liability for the SFDC Subscription Products or for its continued availability. SFDC is under no obligation to provide the SFDC Subscription Products, or to refund to Subscriber, any fees paid by Subscriber, or to assume any contractual relationship with Subscriber in the event any of the SFDC Subscription Products becomes unavailable for any reason. SFDC is a third party beneficiary of this Agreement and Subscriber hereby agrees to be bound to the Salesforce Services Agreement below and attached to this Exhibit, which is applicable to the SFDC Subscription set forth on the Order Form.

3. SALESFORCE.COM。订户仅与艾玛迪斯签订合同以提供 SFDC 订购产品, 而不与 SFDC 签订合同。SFDC 对 SFDC 订购产品或其持续供货不承担任何责任。SFDC 无义务提供 SFDC 订购产品或向订户退还任何由订户支付的

费用，或者在 SFDC 订购产品由于任何原因而无法使用时向订户承担合同责任。SFDC 是本协议的第三方受益人，并且订户在此同意遵守下文及附件的 Salesforce 服务协议，该协议适用于订单约定的 SFDC 产品订购。

- a. **Platform Embedded Edition** 平台嵌入版
- b. **Platform Embedded Edition Plus** 平台嵌入升级版
- c. **Platform Enterprise Edition and Platform Unlimited Edition** 平台企业版和平台无限版
- d. **Sales Cloud** 销售云-
- e. **Platform Embedded Edition Plus 20** 平台嵌入升级 20 版

4. **SPECIAL PROVISION FOR SUBSCRIBERS WITH SHARED ORGS.** If the SFDC Subscription Products are being provisioned into Subscriber's existing SFDC Org, Subscriber acknowledges that (i) Subscriber's access to the Org, including the SFDC Subscription Products, may be suspended due to non-payment by the Subscriber of applicable fees to SFDC or breach of the Subscriber's agreement with SFDC, and (ii) in the event such Subscriber's relationship with SFDC is terminated as a result of non-payment or other material breach of such Subscriber's agreement with SFDC, such Subscriber's subscriptions to the SFDC Subscription Products would also be terminated and Subscriber would remain liable to Amadeus for all the SFDC Subscription Products' Subscription Fees for the duration of the Subscription Term. In no case will any such termination or suspension by SFDC give rise to any liability of SFDC or Amadeus to Subscriber for a refund or damages.

4.对共享 ORGS 的订户的特殊规定。如果 SFDC 订购产品配置到订户现有的 SFDC Org 中，订户确认 (i) 若订户未向 SFDC 支付适用费用或违约，订户对 Org (包括 SFDC 订购产品) 的访问可能会被暂停 (ii) 若订户与 SFDC 的关系由于未支付或其他重大违约行为而终止，则订户对 SFDC 产品的订阅也会终止，且订户仍应对艾玛迪斯所有 SFDC 订购产品的订购费负责。SFDC 作出前述终止或暂停行为在任何情况下都不导致艾玛迪斯或 SFDC 对订户承担退款或损害赔偿 responsibility。

5. **RESTRICTIONS.** Subscriber shall not: i) make the SFDC Subscription Products accessible or available to any third party other than for management of an Authorized Facility; ii) use the SFDC Subscription Products to operate a service bureau or otherwise provide the SFDC Subscription Products or other services to any third party other than for management of an Authorized Facility; or iii) copy, sell, redistribute, or otherwise transfer the Subscription Products, Subscriber's access thereto, or any materials provided to Subscriber in connection with the Subscription Products. Subscriber's use of the SFDC Platform is restricted based on the SFDC platform license purchased by Subscriber as follows:

5.限制。订户不得：i) 使 SFDC 订购产品可供任何第三方访问或使用，管理授权设施除外；ii) 使用 SFDC 订购产品运营服务局或以其他方式向任何第三方提供 SFDC 订购产品或其他服务，管理授权设施除外；或 iii) 复制、出售、重新分配或以其他方式转让订阅产品、订户的访问权或与订购产品相关的材料。订户对 SFDC 平台的使用受到订户购买的 SFDC 平台许可限制，具体如下：

a. **Platform Embedded Edition.** Subscriber shall not develop applications for use with the Platform Embedded Edition, or extend usage by use of additional custom objects. Subscriber's use of the SFDC Platform is limited to the objects and functionalities included in the SFDC Subscription Products and those functionalities of the SFDC Platform strictly necessary for operation of the SFDC Subscription Products Subscriber may not use Platform Embedded Edition to run third-party applications other than the SFDC Subscription Products and ISVForce solutions made available by other SFDC resellers. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Platform Embedded Edition subscriptions through the SFDC

Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for **Platform Embedded Edition** and **Amadeus' then-current list price** for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition subscriptions **in the same Org showing unauthorized use (taken as a group)**, beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.

- a. 平台嵌入版. 订户不得开发用于平台嵌入版的应用程序, 或者通过使用其他自定义对象来扩展使用。订户对 SFDC 平台的使用仅限于 SFDC 订购产品中包含的对象和功能以及 SFDC 订购产品。订户不得使用平台嵌入版运行除 SFDC 订购产品和由 SFDC 经销商提供的 ISVForce 解决方案以外的第三方应用程序。订户理解这些使用限制本质上是契约性的 (即功能本身并未作为技术问题被禁用), 艾玛迪斯或 SFDC 可以通过 SFDC 订购产品或 SFDC 平台审核订户对平台嵌入版订购产品的使用。如果发现未经授权的使用, 订户同意在收到审核结果通知后的三十 (30) 日内, 向艾玛迪斯支付从首次违约之日起至当期订购期限结束 (以下简称为 "禁止使用罚款") 的平台嵌入版的价款与艾玛迪斯当时的收费标准 (在相同 Org 中显示使用未经授权的所有平台嵌入版产品 SFDC 平台的完整使用版本 <作为一组>) 之间的差额。在支付禁止使用罚款后, 所有显示非授权使用的平台嵌入版订购期剩余期限和随后的续展订购期内的订购, 将适用艾玛迪斯针对当时的 SFDC 平台完全使用版所适用的定价。
- b. **Platform Embedded Edition Plus.** Subscriber may develop one (1) additional application for internal use with Platform Embedded Edition Plus (a "Custom Application") and may access and create up to ten (10) additional custom objects with Platform Embedded Edition Plus ("Custom Objects"), provided that (i) the maximum number of Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus subscription is ten (10) Custom Objects (regardless of whether such Custom Objects are accessed or created in connection with the SFDC Subscription Products or the Custom Application), and (ii) the Custom Application and the Custom Objects are for use solely with the SFDC Subscription Products. Other than the permitted Custom Application, Subscriber shall not develop applications for Platform Embedded Edition Plus. Subscriber cannot extend Platform Embedded Edition Plus using additional custom objects other than the permitted Custom Objects. Subscriber's use of Platform Embedded Edition Plus is limited to the objects and functionalities included in the SFDC Subscription Products, the Custom Application and the Custom Objects. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Platform Embedded Edition Plus subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition Plus and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition Plus subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition Plus subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.

b. 平台嵌入加强版。订户可以使用平台嵌入加强版开发一个附加应用程序（以下简称“定制程序”）供内部使用，并且可以使用平台嵌入加强版访问和创建多达十个定制对象（“定制对象”），前提是：（i）与平台嵌入加强版订阅相关的可访问或创建的定制对象的最大数量为十个（无论此类自定义对象是与 SFDC 订阅相关的访问还是创建的产品或自定义应用程序），以及（ii）自定义应用程序和自定义对象仅用于 SFDC 订购产品。除允许的自定义应用程序以外，订户不得开发平台嵌入加强版的应用程序。订户不得使用允许的自定义对象以外的其他自定义对象来扩展平台嵌入加强版。订户对平台嵌入加强版的使用仅限于 SFDC 订购产品，自定义应用程序和自定义对象中包含的对象和功能。用户理解这些使用限制本质上是契约性的（即，功能本身并未作为技术事项被禁用），艾玛迪斯或 SFDC 可以通过 SFDC 订购产品或 SFDC 平台审核订户对平台嵌入加强版的使用。如果发现未经授权的使用，订户同意在收到审核结果通知后的三十（30）日内，向艾玛迪斯支付从首次违约之日起至当期订购期限结束（以下简称为“禁止使用罚款”）的平台嵌入加强版的价款与艾玛迪斯当时的收费标准（在相同 Org 中显示使用未经授权的所有平台嵌入加强版产品 SFDC 平台的完整使用版本<作为一组>）之间的差额。在支付禁止使用罚款后，所有显示非授权使用的平台嵌入加强版订购期剩余期限和随后的续展订购期内的订购，将适用艾玛迪斯针对当时的 SFDC 平台完全使用版所适用的定价。

c. **Platform Enterprise Edition and Platform Unlimited Edition.** Subscriber may develop applications for internal use with Platform Enterprise Edition or Platform Unlimited Edition subscriptions and may access and create additional custom objects, subject to the limitations for Platform Enterprise Edition and Platform Unlimited Edition OEM subscriptions (as applicable) set forth in the SFDC User Guide.

c. 平台企业版和平台无限版。订户可以使用平台企业版和平台无限版开发内部使用的应用程序，并可以访问和创建其他定制对象，但要遵守 SFDC 用户指南中规定的平台企业版和平台无限版 OEM 订购（如适用）的限制。

d. **Light User Subscriptions.** Light User Subscriptions provide Users with read/write access to a maximum of one object and read access to its related objects in the SFDC Subscription Products. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Light User Subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use of Light User Subscriptions, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results the difference between the price charged by Amadeus for the applicable Light User Subscriptions and Amadeus' then-current list price for Platform Enterprise Edition or if applicable, Platform Unlimited Edition ("Full Use Subscriptions") for all of the Light User Subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current subscription term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Light User Subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for such Full Use Subscriptions for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.

d. 轻用户订阅版。轻用户订阅版为用户提供最多一个对象的读/写访问权限，以及 SFDC 订购产品中相关对象的阅读访问权限。用户理解这些使用限制本质上是契约性的（即功能本身并未作为技术事项被禁用），艾玛迪斯或 SFDC 可以通过 SFDC 订购产品或 SFDC 平台审核订户对轻用户订购的使用。如果发现未经授权的使用，订户同意在收到审核结果通知后的三十（30）日内，向艾玛迪斯支付从首次违约之日起至当期订购期限结束（以下简称为“禁止使用罚款”）的轻用户订阅版的价款与艾玛迪斯当时的收费标准（在相同 Org 中显示使用未经授权的所有轻用户订阅版产品 SFDC 平台的完整使用版本<作为一组>）之间的差额。在支付禁止使用罚款后，所有显示非授权使用的轻用户订购期剩余期限和随后的续展订购期内的订购，将适用艾玛迪斯针对当时的 SFDC 平台完全使用版所适用的定价。

e. **Platform Embedded Edition Plus 20.** Subscriber may develop one (1) additional application for internal use with Platform Embedded Edition Plus 20 (a "Custom Application") and may access and create up to twenty (20) additional custom objects with Platform Embedded Edition Plus 20

("Custom Objects"), provided that (i) the maximum number of Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus 20 subscription is twenty (20) Custom Objects (regardless of whether such Custom Objects are accessed or created in connection with the SFDC Subscription Products or the Custom Application), and (ii) the Custom Application and the Custom Objects are for use solely with the SFDC Subscription Products. Other than the permitted Custom Application, Subscriber shall not develop applications for Platform Embedded Edition Plus 20. Subscriber cannot extend Platform Embedded Edition Plus 20 using additional custom objects other than the permitted Custom Objects. Subscriber's use of Platform Embedded Edition Plus 20 is limited to the objects and functionalities included in the SFDC Subscription Products, the Custom Application and the Custom Objects. Subscriber understands that these use limitations are contractual in nature (i.e., the functionality itself has not been disabled as a technical matter) and Amadeus or SFDC may audit Subscriber's use of Platform Embedded Edition Plus 20 subscriptions through the SFDC Subscription Products or the SFDC Platform. Should any audit reveal any unauthorized use, Subscriber agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, the difference between the price charged for Platform Embedded Edition Plus 20 and Amadeus' then-current list price for the full-use version of the applicable SFDC Platform for all of the Platform Embedded Edition Plus 20 subscriptions in the same Org showing unauthorized use (taken as a group), beginning with the date of the first violation through the end of the then current Subscription Term ("Prohibited Use Penalty"). Upon payment of the Prohibited Use Penalty, all Platform Embedded Edition Plus 20 subscriptions showing unauthorized use will be converted into Full Use Subscriptions at Amadeus' then-current list pricing for the full-use version of the SFDC Platform for the remainder of the then current Subscription Term and subsequent Renewal Subscription Terms.

e. 平台嵌入加强 20 版。订户可以使用平台嵌入加强 20 版开发一个附加应用程序（以下简称“定制程序”）供内部使用，并且可以使用平台嵌入加强 20 版访问和创建多达二十个定制对象（“定制对象”），前提是：（i）与平台嵌入加强 20 版订阅相关的可访问或创建的定制对象的最大数量为二十个（无论此类自定义对象是与 SFDC 订阅相关的访问还是创建的产品或自定义应用程序），以及（ii）自定义应用程序和自定义对象仅用于 SFDC 订购产品。除允许的自定义应用程序以外，订户不得开发平台嵌入加强 20 版的应用程序。订户无法使用允许的自定义对象以外的其他自定义对象来扩展平台嵌入加强 20 版。订户对平台嵌入加强 20 版的使用仅限于 SFDC 订购产品，自定义应用程序和自定义对象中包含的对象和功能。用户理解这些使用限制本质上是契约性的（即，功能本身并未作为技术事项被禁用），艾玛迪斯或 SFDC 可以通过 SFDC 订购产品或 SFDC 平台审核订户对平台嵌入加强 20 版订购的使用。如果发现未经授权的使用，订户同意在收到审核结果通知后的三十（30）日内，向艾玛迪斯支付从首次违约之日起至当期订购期限结束（以下简称为“禁止使用罚款”）的平台嵌入加强 20 版的价款与艾玛迪斯当时的收费标准（在相同 Org 中显示使用未经授权的所有平台嵌入加强 20 版产品 SFDC 平台的完整使用版本<作为一组>）之间的差额。在支付禁止使用罚款后，所有显示非授权使用的平台嵌入加强 20 版订购期剩余期限和随后的续展订购期内的订购，将适用艾玛迪斯针对当时的 SFDC 平台完全使用版所适用的定价。

6. ADMINISTRATION AND SUPPORT SERVICES. Subscriber is responsible for its own administration of the SFDC Subscription Products and Subscriber's SFDC org. SFDC will provision one administrative user for each block of fifty (50) User Subscriptions. Additional administrative user subscriptions are available at an additional charge. Support for the SFDC Subscription Products will be provided by Amadeus in accordance with Amadeus Support Policy. To provide support for the SFDC Subscription Products SFDC will provision one additional administrative user to Subscriber's Org, at no additional charge to Subscriber, for access by the Amadeus support team. SFDC does not provide Support for the SFDC Subscription Products.

6.管理和支持服务。订户负责其对 SFDC 订购产品和订户的 SFDC Org 的管理。SFDC 将为每 50 个用户订阅块提供一个管理用户。用户可通过额外付费获得额外的管理用户。艾玛迪斯将根据艾玛迪斯支持政策为 SFDC 订购产品提供支持。为了提供 SFDC 订购产品的支持服务，SFDC 将向订户的 Org 提供一名额外的管理用户以供艾玛迪斯支持团队访问，而不向订户收取额外费用。SFDC 不提供对 SFDC 订购产品的支持服务。

7. **SUBSCRIBER DATA.** 1GB per org of storage is allotted for Subscriber's Data in the SFDC Subscription Products.

7.用户数据。SFDC 订阅产品为订户的数据分配了每个 Org 1GB 的存储空间。

SFDC Platform Embedded Edition OEM Services Subscriptions

SFDC 平台嵌入版 OEM 服务订购

“AppExchange” means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

“AppExchange”是指在 <http://www.appexchange.com> 或其他后续网站上，经要求与服务共同运行的应用程序的在线目录。

“Platform” means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“平台”是指 SFDC 向经销商提供的与经销商向贵方提供的经销商应用程序有关的在线且基于 Web 的平台服务。

“Reseller” means Amadeus Hospitality Americas, Inc., f/k/a Newmarket International and its authorized subsidiaries. “Reseller Application” means HRM Apps.

“经销商”是指艾玛迪斯酒店美国公司(历史名称为纽马特国际)及其授权的子公司。“经销商应用程序”是指 HRM 应用程序。

“SFDC Service” means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications.

“SFDC 服务”是指通过 <http://www.salesforce.com> 或其他经指定的网站(包括关联的离线组件，但不包括第三方应用程序)向公众提供的在线且基于 Web 的应用程序和平台服务。

“SFDC” means [salesforce.com](http://www.salesforce.com).

“SFDC”是指 [salesforce.com](http://www.salesforce.com)。

“Third-Party Applications” means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

“第三方应用程序”是指由第三方提供的、与服务共同运行的、被认定为第三方应用程序的在线且基于 web 的应用程序以及线下软件产品，包括但不限于 AppExchange 列出的应用程序。

“Users” means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

“用户”是指贵方(或 SFDC 或经销商根据贵方的要求)已经为其购买了经销商应用程序并且已经向其提供了用户账号和密码的员工、代表、顾问、承包商或经授权使用本服务的代理人(受限于本 SFDC 服务协议条款)。

“You” and “Your” means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“贵方”是指遵守本 SFDC 服务协议以及经销商要求的其他条款，购买订购以使用经销商应用程序的客户。

“Your Data” means all electronic data or information submitted by You as and to the extent it resides in the Service.

“贵方的数据”是指由贵方在服务中提供的所有电子数据或信息。

1. Use of Service.

1. 服务的使用

(a) Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application or combined solutions or ISVForce solutions provided by other SFDC resellers. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application’s user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

(a) 每个订购经销商应用程序的用户应授权一位用户通过经销商应用程序使用平台，但须遵守本 SFDC 服务协议条款以及经销商要求的其他条款。用户订购不能被多个用户共享或使用(但可以被不定期地重新分配给新用户，以替换与贵方终止劳动关系或者更换工作岗位或职务、不再需要此服务的前用户)。贵方使用平台的订购不包括使用 SFDC 服务的订购、用于经销商应用程序以外的应用程序的订购、及由其他 SFDC 经销商提供的组合解决方案或 ISVForce 解决方案相关的应用程序的订购。如果贵方希望使用 SFDC 服务或经销商应用程序中不包含的功能或服务，或者创建、使用未出现在贵方经销商提供给贵方的经销商应用程序中的额外自定义对象，请访问 www.salesforce.com，与 SFDC 直接签订此类服务合同。如果贵方对经销商应用程序的访问权限允许贵方访问 SFDC 服务、其中的平台或 SFDC 服务功能(超出经销商应用程序用户指南中规定的功能)，并且贵方尚未与 SFDC 单独签订关于订购此类访问权限的书面合同，则贵方承诺不会访问和使用此类功能。贵方使用此类功能或者创建、使用对超出贵方经销商提供给贵方的经销商应用程序中出现的额外自定义对象，构成重大违约。

(b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

(b) 尽管贵方有权限通过经销商应用程序访问平台或 SFDC 服务，但经销商是经销商应用程序的唯一提供商且贵方仅与经销商建立合同关系。如果经销商停止经营或以其他方式停止提供或未能提供经销商应用程序，SFDC 没有义务提供经销商应用程序或退还贵方向经销商支付的任何费用。

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

(c) 贵方(i)对贵方的用户账户发生的所有活动负责；(ii)对贵方所有数据的内容负责；(iii)应采取商业上的合理措施防止对平台和 SFDC 服务未经授权的访问或使用服务，并且在贵方发现上述未经授权的使用时，应立即通知贵方经销商或 SFDC；(iv)贵方在使用平台和 SFDC 服务时应遵守所有适用的地方、州、联邦和外国法律法规。

(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(d) 贵方应仅将平台和 SFDC 服务用于贵方内部商业用途，并且不得：(i)向用户以外的第三方许可、再许可、出售、转售、出租、转让、分配使用服务，或与其分享使用服务的时间，或让用户以外的第三方以其他方式商业利用平台和 SFDC 服务，本 SFDC 服务协议另有规定除外；(ii)违反适用法律发送垃圾邮件或其他重复、自发的信息；(iii)发送或存储侵权、淫秽、威胁、诽谤或其他非法、侵权的材料，包括对儿童有害或侵犯第三方隐私权的材料；(iv)发送或存储病毒、蠕虫、定时炸弹、特洛伊木马和其他有害或恶意代码、文件、脚本、媒介或程序；(v)干扰或破坏服务及其所含数据的完整性或性能；(vi)在未经授权的情况下访问平台、SFDC 服务、相关系统及网络。

(e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

(e) 贵方不得(i)根据平台或 SFDC 服务修改、复制或创建衍生作品；(ii)除贵方内联网或出于内部商业目的，贵方不得构建或镜像构建任何构成本平台或 SFDC 服务的内容；(iii)对平台或 SFDC 服务进行逆向工程；(iv)为了(A)构建有竞争力的产品或服务，或(B)复制本平台或 SFDC 服务的理念、特征、功能或图形，访问本平台或 SFDC 服务。

2. Third-Party Providers. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

2. 第三方供应商

经销商和其他第三方供应商(SFDC 网站上可能会列出部分, 包括第三方应用程序供应商)提供与平台、SFDC 服务和经销商应用程序相关的产品和服务, 包括与客户使用平台和 SFDC 服务相关的实施、定制和其他咨询服务, 以及与平台、SFDC 服务和经销商应用程序共同运行的应用程序(包括离线和在线)。例如: 通过与平台、SFDC 服务和经销商应用程序交换数据; 使用平台和 SFDC 服务的应用程序编程接口在平台的用户界面、SFDC 服务和经销商应用程序内提供附加功能。SFDC 不担保任何此类第三方供应商或其任何产品或服务, 包括但不限于经销商应用程序或经销商的任何其他产品或服务, 无论此类产品或服务是否被 SFDC 指定为“经过认证的”、“验证过的”或其他。 贵方与第三方供应商之间的任何数据交换或其他交互, 仅限于贵方与此类第三方供应商之间, 包括但不限于经销商应用程序、贵方向第三方供应商购买的任何产品或服务, 包括但不限于经销商应用程序。此外, SFDC 或经销商可能会不定期地根据许可方指定的条款, 以传递或 OEM 方式向贵方提供某些需额外收费的附加功能(未定义为平台或 SFDC 服务的一部分)。经贵方同意由贵方另行购买此类附加功能。贵方对这些附加功能的使用应受这些条款的约束, 如果与本 SFDC 服务协议条款有任何不一致, 则以此条款为准。

3. Integration with Third-Party Applications. If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third- Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.

3. 与第三方应用程序的集成

如果贵方安装或启用第三方应用程序以便与平台或 SFDC 服务一起使用, 则贵方承认 SFDC 可允许这些第三方应用程序的提供商根据此类第三方应用程序与平台或 SFDC 共同运行的需要访问贵方的数据。对于由第三方应用程序提供商进行的任何此类访问所导致的数据泄露、修改或删除, SFDC 概不负责。此外, 平台和 SFDC 服务可能包含旨在与第三方应用程序(例如 Google, Facebook 或 Twitter 应用程序)共同运行的功能。要使用此类功能, 贵方可能需要从供应商处获得此类第三方应用程序的访问权限。如果此类第三方应用程序的供应商在合理的条款下停止与相应平台或 SFDC 服务功能的共同运行, 则 SFDC 有权停止提供此类平台或 SFDC 服务功能, 而无需向贵方提供任何退款或其他补偿。

4. Proprietary Rights. Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

4. 所有权

除本协议明确授予的权利外, SFDC 保留对平台和 SFDC 服务的所有权利、所有权和权益, 包括所有相关的知识产权。除 SFDC 服务协议中明确规定外, 本协议中未授予贵方任何权利。本平台和 SFDC 服务被视为 SFDC 的机密信息, 除非本 SFDC 服务协议允许, 贵方不得向第三方使用或披露。

5. Compelled Disclosure. If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

5. 强制披露

如果贵方或 SFDC 被法律强制披露另一方的机密信息，则应向另一方提前通知此类披露(在法律允许的范围内)并且提供合理的协助。若另一方希望对此类披露进行抗辩，则由该方承担费用。

6. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

6. 建议

贵方同意 SFDC 拥有免版税的、全球性的以及可转让的、可再许可的、且不可撤销的永久许可授权，以使用贵方或贵方的用户提供的有关平台或 SFDC 服务运行的相关意见、改进要求、建议或其他反馈，或将其纳入 SFDC 产品和服务中。

7. **Suspension and Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the Reseller Application in combination with a SFDC Service Org (where "Org" means a logically separated database containing Your Data and SFDC Service customizations) other than the Org provisioned solely for use with the Reseller Application (a "Shared org"), Reseller shall be solely responsible for provisioning the Reseller Application to You. With respect to any Shared org, You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.

7. 暂停和终止

由于(a)贵方或任何用户违反本 SFDC 服务协议条款，(b)经销商与 SFDC 达成的协议(据此经销商将平台作为经销商应用程序的一部分提供给贵方)的终止或到期，或(c)经销商违反其与本 SFDC 服务协议中与本次订购相关的义务，贵方对平台和 SFDC 服务的使用可能会在被通知后立即终止或暂停。如果贵方将经销商应用程序与 SFDC 服务 Org(其中"Org"意指包含贵方的数据和 SFDC 服务自定义项的逻辑上分离的数据库)组合使用，除了专门供应给经销商应用程序使用的 Org("共享 Org")之外，经销商应全权负责向贵方提供经销商应用程序。关于任何共享 Org，贵方承认并理解(i)访问此类 Org，包括与此 Org 有关的经销商应用程序，可能会因贵方未支付或其他违反贵方与 SFDC 的协议的行为而被暂停，以及(ii)如果贵方与 SFDC 的关系由于未支付或其他重大违反贵方与 SFDC 之间协议的行为而终止，贵方的平台订购也将被终止。任何此类终止或暂停都不会导致 SFDC 对贵方有退款或其他赔偿责任。

8. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

8. 订购不可取消

除非贵方与经销商的协议另有规定，否则平台和 SFDC 服务的订购在订购期限内不可取消。

9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

9. 数据存储

平台和 SFDC 服务包括每个用户订购的特定累计存储量，不收取额外费用。请联系贵方的经销商以获取更多信息。额外的存储可以从经销商处购买。

10. No Warranty. SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. 无担保条款

对于平台、SFDC 服务和经销商应用程序，SALESFORCE.COM 不提供任何形式的担保，包括但不限于明示、默示、法定或其他形式。在法律允许的最大范围内，SALESFORCE.COM 否认与经销商应用程序和服务相关的所有条件、陈述和保证，无论是明示、默示、法定或其他方面，包括但不限于对适销性或针对特定用途的适用性或不侵犯第三方权利的暗示保证。

11. No Liability. IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. 免责条款

任何情况下(无论何种原因、无论基于合同、侵权行为或其他归责理论、无论贵方或 SFDC 是否被告知可能发生此类损害赔偿)，SFDC 对于贵方或用户的所有损害赔偿免责，包括但不限于直接、间接、特殊、偶然、惩罚性或结果性损害赔偿、基于利润损失的损害赔偿。

12. Further Contact. SFDC may contact You regarding new Platform and SFDC Service features and offerings.

12. 进一步联系

SFDC 可能会就新的平台、SFDC 服务功能和产品联系贵方。

13. Third Party Beneficiary. SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

13. 第三方受益人

SFDC 仅作为贵方与贵方经销商之间所签署的与本 SFDC 服务协议相关的协议的第三方受益人。

SFDC Platform Embedded Edition Plus OEM Services Subscriptions

SFDC 平台嵌入加强版 OEM 服务订购

“**AppExchange**” means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

“**AppExchange**”是指在 <http://www.appexchange.com> 或后续其他网站上，经要求与服务共同运行的应用程序的在线目录。

“**Platform**” means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“平台”是指由 SFDC 向经销商提供的基于网络的在线平台服务，该服务和经销商向您提供的经销商应用程序有关。

“**Reseller**” means Amadeus Hospitality Americas, Inc., f/k/a Newmarket International, Inc and its authorized subsidiaries. “Reseller Application” means HRM Apps.

“经销商”是指艾玛迪斯美国公司（历史名称为纽马特国际）及其授权子公司。“经销商应用程序”是指 HRM 应用程序。

“SFDC Service” means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications.

“SFDC 服务”是指通过 www.salesforce.com 和/或其他指定网站（包括相关的离线组件，但不包括第三方应用程序）向公众提供的在线并基于网络的应用程序和平台服务。

“SFDC” means salesforce.com.

SFDC 是指 salesforce.com。

“Third-Party Applications” means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

“第三方应用程序”是指由第三方提供的、与服务共同运行的、被认定为第三方应用程序的在线且基于网络的应用程序以及线下软件产品，包括但不限于 AppExchange 列出的应用程序。

“Users” means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

“用户”是指，根据本 SFDC 服务协议条款，由于贵方（或 SFDC 或经销商根据贵方的要求）购买了经销商应用程序，并已由贵方（或 SFDC 或经销商根据贵方的要求）向其提供用户账号和密码而获得授权使用本服务的贵方的员工、代表、顾问、承包商或代理人。

“You” and “Your” means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“贵方”是指根据本 SFDC 服务协议和经销商要求的其它条款已订购使用经销商应用程序的客户。

“Your Data” means all electronic data or information submitted by You as and to the extent it resides in the Service.

“贵方的数据”是指贵方在服务范围内提供的所有电子数据或信息。

1. Use of Service.

(a) Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application or combined solutions or ISVForce solutions provided by other SFDC resellers. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event You generally or access to any Platform or SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application’s user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement. Notwithstanding the foregoing, You may develop one (1) additional application for internal use with the Platform (a “Custom Application”) and may access and create up to ten (10) additional custom objects with the Platform (“Custom Objects”), provided that (i) the total number of custom objects that can be accessed and created in connection with any Platform subscription is ten (10) custom objects, regardless of whether such custom objects are accessed or created in connection with the Reseller Application or the Custom Application, and (ii) such Custom Application and Custom Objects are for use solely in connection with the Reseller Application with which the Platform is being used and are within the scope of the Reseller Application with which the Platform is being used.

1.服务的使用

(a) 依据本 SFDC 服务协议的条款和经销商要求的其它条款，经销商应用程序的每一个用户订阅应授权一个用户通过经销商应用程序使用平台。用户订阅不能由多个用户共享或使用（但可以被不定期地重新分配给新用户，以替换与贵方终止劳动关系或者更换了工作岗位或职务、不再需要此服务的前用户）。为明确起见，以下所述的贵方使用平台的订阅不包括使用 SFDC 服务的订阅或与应用程序有关的使用订阅（除了经销商应用程序或由其它 SFDC 经销商提供的组合解决方案或 ISVForce 解决方案）。如果贵方希望使用 SFDC 服务或它的任何功能或服务（除了包含在经销商应用程序中的功能或服务），或者要创建或使用其他自定义对象（除了以已提供给贵方或贵方经销商的形式出现在经销商应用程序中的自定义对象），贵方可访问 www.salesforce.com，直接和 SFDC 联系以获取此类服务。如果贵方访问其中的任何平台或 SFDC 服务超出了经销商应用程序的用户指南中描述的功能，并且贵方没有根据与 SFDC 的书面合同另行订阅此类访问，那么贵方同意不访问和使用此类功能，并且贵方同意贵方对功能的使用，或者贵方超出先前由贵方经销商提供的形式对经销商应用程序的自定义对象进行的创造或使用，是对本协议的重大违反。尽管有上述情况，贵方可以开发 1 个额外的应用程序，用于平台的内部使用（一个“自定义应用程序”），并可以使用平台访问和创建多达 10 个其他自定义对象，只要：(i) 与任何平台订阅有关的可以访问和创建的自定义对象总数为 10，不管此类自定义对象是用经销商应用程序或自定义应用程序访问或创建；(ii) 此类自定义应用程序和自定义对象仅用于与正在使用的平台的经销商应用程序连接，并且应在该应用程序范围内使用。

(b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails

to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

(b) 尽管贵方可以通过经销商应用程序访问平台或 SFDC 服务，但经销商是经销商应用程序的唯一提供者，并且贵方只与经销商订立合同关系。如果经销商停止经营或停止提供或未能提供经销商应用程序，SFDC 没有义务提供经销商应用程序或退还贵方支付给经销商的任何费用。

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

(C) 贵方 (i) 对贵方的用户账户进行的所有活动负责；(ii) 对贵方所有数据的内容负责；(iii) 应采取商业上的合理措施防止未经授权对平台和 SFDC 服务的访问或使用，并且在贵方发现上述未经授权的使用时，应立即通知贵方经销商或 SFDC；(iv) 贵方在使用平台和 SFDC 服务时应遵守所有适用的地方、州、联邦和外国法律法规。

(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(d) 贵方应仅将平台和 SFDC 服务用于贵方内部商业用途，并且不得：(i) 向用户以外的第三方许可、再许可、出售、转售、出租、转让、分配使用服务，或与其分享使用服务的时间，或让用户以外的第三方以其他方式商业利用平台和 SFDC 服务，本 SFDC 服务协议另有规定除外；(ii) 违反适用法律发送垃圾邮件或其他重复、自发的信息；(iii) 发送或存储侵权、淫秽、威胁、诽谤或其他非法、侵权的材料，包括对儿童有害或侵犯第三方隐私权的材料；(iv) 发送或存储病毒、蠕虫、定时炸弹、特洛伊木马和其他有害或恶意代码、文件、脚本、媒介或程序；(v) 干扰或破坏平台或 SFDC 服务及其所含数据的完整性或性能；(vi) 在未经授权的情况下访问平台或 SFDC 服务及其相关系统及网络。

(e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business Platform or the SFDC Service; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

(e) 贵方不得 (i) 根据平台或 SFDC 服务修改、复制或创建衍生作品；(ii) 构建或镜像构建任何构成平台或 SFDC 服务组成部分的内容，除非是在贵方内部网或出于内部商业目的；(iii) 对平台或 SFDC 服务进行逆向工程；(iv) 为了 (A) 构建有竞争力的产品或服务，或 (B) 复制平台或 SFDC 服务的理念、特征、功能或图形，访问平台或 SFDC 服务。

2. Third-Party Providers. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming

interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as “certified,” “validated” or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

2. 第三方供应商 经销商和其他第三方供应商（部分可能会出现在 SFDC 网站的页面上）包括第三方应用程序的供应商，提供与平台、SFDC 服务和/或经销商应用程序相关的产品和服务，包括与客户使用平台和/或 SFDC 服务相关的实现、定制和其他咨询服务，以及与平台、SFDC 服务和/或经销商应用程序进行互操作的应用程序（离线和在线），例如通过与平台、SFDC 服务和/或经销商应用程序交换数据，或者通过使用平台和/或 SFDC 服务的应用程序界面在平台、SFDC 服务和/或经销商应用程序内提供额外的功能。SFDC 不承担任何第三方供应商或其任何产品或服务，包括但不限于经销商应用程序或经销商的任何其他产品或服务，无论该等产品或服务是否被 SFDC 认定为“经鉴定的”、“经验证的”或其他。贵方与第三方供应商之间的任何数据交换或其他交互（包括但不限于经销商应用程序），以及贵方对此类第三方供应商提供的任何产品或服务的任何购买（包括但不限于经销商应用程序），仅在贵方和此类第三方供应商之间进行。此外，SFDC 或经销商可不定期按许可人指定并经贵方同意的条件，以 OEM 的方式向贵方提供一些额外的功能（不界定为平台或 SFDC 服务的一部分），但需支付额外费用，但贵方须就该额外功能进行单独采购。贵方使用任何该等额外功能，应受该等条款所规管；如与本 SFDC 服务协议条款有任何不一致之处，则以该条款为准。

3. **Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third- Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.

3. 与第三方应用程序的集成 如果贵方安装或启用了与平台或 SFDC 服务共同使用的第三方应用程序，则贵方确认 SFDC 允许这些第三方应用程序的供应商为了其应用程序与平台或 SFDC 服务共同运行访问贵方数据。对于由第三方应用程序供应商进行此类访问所导致的披露、修改或删除贵方数据的情况，SFDC 概不负责。此外，平台和 SFDC 服务可能包含旨在与第三方应用程序（例如 Google, Facebook 或 Twitter 应用程序）共同运行的功能。要使用此类功能，客户需从此类第三方应用程序供应商处获取访问此类第三方应用程序的权限。如果此类第三方应用程序的供应商停止第三方应用程序与相应平台或 SFDC 服务共同运行的功能，则 SFDC 有权停止提供此类平台或 SFDC 服务功能并且无需向客户退款及赔偿。

4. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

4. 所有权 除本协议明确授予的权利外，SFDC 保留平台和 SFDC 服务的所有权利、所有权和权益，包括所有相关的知识产权。不授予贵方除本 SFDC 服务协议中明文规定的权利以外的任何权利。平台和 SFDC 服务为 SFDC 的机密信息，除非本 SFDC 服务协议允许，贵方不得使用或向第三方披露。

5. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

5.强制披露 如果法律强制要求贵方或 SFDC 披露另一方的机密信息，则该方应向另一方提前通知此类披露（在法律允许的范围内）。若另一方希望对此类披露进行抗辩，则贵方或 SFDC 应提供合理的协助，费用由另一方承担。

6. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

6.建议 贵方同意 SFDC 拥有免版税的、全球性的以及可转让的、可再许可的、且不可撤销的永久许可授权，以使用贵方或贵方的用户提供的有关平台和/或 SFDC 服务运行的相关意见、改进要求、建议或其他反馈，或将其纳入任何 SFDC 产品中。

7. **Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.

7.终止 一旦就以下事项作出通知，平台和 SFDC 服务将立即终止和/或暂停使用：**(a)**贵方或任何用户违反了本 SFDC 服务于协议的条款**(b)** 经销商和 SFDC 之间的协议终止或到期，根据该协议，经销商将平台作为经销商应用程序的一部分提供给贵方；和/或 **(c)**经销商违反和根据 SFDC 服务协议向贵方提供的订阅有关的应当对 SFDC 所负的责任。

8. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

8.订购不可取消 平台和 SFDC 服务的订购在订购期间是不可取消的，除非贵方与经销商的协议中另有规定。

9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

9.数据存储 平台和 SFDC 服务为每个用户订阅提供一定量的存储空间，不额外收取费用。请与贵方的经销商联系以获取更多信息。您可以从经销商处购买额外的存储空间。

10. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10.无担保条款 对于但不仅限于平台、SFDC 服务、和/或经销商应用程序，SALESFORCE.COM 不作任何明示、默示、法定或其他担保。在法律允许的最大范围内，SALESFORCE.COM 拒绝任何与经销商应用程序和服务有关的明示、默示、法定或者其他形式的条件、陈述和保证，包括在没有限制的情况下任何关于适销性、适合某一特定目的、或不侵犯第三人权利的默示保证。

11. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. 免责条款 任何情况下（无论何种原因、无论基于合同、侵权行为或其他归责理论、无论贵方或 SFDC 是否被告知可能发生此类损害赔偿），SFDC 对于贵方或用户的所有损害赔偿免责，包括但不限于直接、间接、特殊、偶然、惩罚性或结果性损害赔偿、基于利润损失的损害赔偿。

12. **Further Contact.** SFDC may contact You regarding new Platform and SFDC Service features and offerings.

12. 进一步联系 SFDC 可就新的平台和 SFDC 服务的功能和产品联系贵方。

13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

13. 第三方受益人 SFDC 仅作为贵方与贵方经销商之间签署的与本 SFDC 服务协议相关的协议的第三方受益人。

SFDC Platform Enterprise Edition and Platform Unlimited Edition OEM Services Subscriptions

SFDC 平台企业版和平台无限版 OEM 服务订购

“AppExchange” means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

“AppExchange”是指在 <http://www.appexchange.com> 或其他后续网站上，经要求与服务共同运行的应用程序的在线目录。

“Reseller” means Amadeus Hospitality Americas, Inc., f/k/a Newmarket International and its authorized subsidiaries.

“经销商”是指艾玛迪斯酒店美国公司(历史名称为纽马特国际)及其授权的子公司。

“Reseller Application” means HRM Apps.

“经销商应用程序”是指 HRM 应用程序。

“Platform” means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“平台”是指 SFDC 向经销商提供的与经销商向贵方提供的经销商应用程序有关的在线且基于 Web 的平台服务。

“SFDC Service” means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

“SFDC 服务”是指通过 <http://www.salesforce.com> 或其他经指定的网站(包括关联的离线组件，但不包括 AppExchange 应用程序)向公众提供的在线且基于 Web 的应用程序和平台服务。

“SFDC” means salesforce.com.

“SFDC”是指 salesforce.com。

“Users” means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by Salesforce.com or Reseller at Your request).

“用户”是指贵方(或 Salesforce.com 或经销商根据贵方的要求)已经为其购买了经销商应用程序并且已经向其提供了用户账号和密码的员工、代表、顾问、承包商或经授权使用本服务的代理人(受限于本 SFDC 服务协议条款)。

“You” and “Your” means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“贵方”是指遵守本 SFDC 服务协议以及经销商要求的其他条款，购买订购以使用经销商应用程序的客户。

“Your Data” means all electronic data or information submitted by You as and to the extent it resides in the Service.

“贵方的数据”是指由贵方在服务中提供的所有电子数据或信息。

1. Use of Service.

1. 服务的使用

(a) Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).

(a) 每个订购经销商应用程序的用户应授权一位用户通过经销商应用程序使用服务，但须遵守本 SFDC 服务协议条款以及经销商要求的其他条款。用户订购不能被多个用户共享或使用(但可以不定期地重新分配给新用户，以替换与贵方终止劳动关系或者更换了工作岗位或职务、不再需要此服务的前用户)。

(b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and the Platform and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or the Platform or to refund You any fees paid by You to Reseller. Reseller is solely responsible for providing support in connection with Your use of the Reseller Application and the Platform. For clarity, You are not entitled to customer support from SFDC.

(b) 尽管贵方有权限通过经销商应用程序访问平台或 SFDC 服务，但经销商是经销商应用程序和平台的唯一提供商且贵方仅与经销商建立合同关系。如果经销商停止经营或以其他方式停止提供或未能提供经销商应用程序，SFDC 没有义务提供经销商应用程序或平台或退还贵方向经销商支付的任何费用。经销商全权负责为贵方提供经销商应用程序和平台使用方面的支持。为清楚起见，贵方无权获得 SFDC 的客户支持。

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

(c) 贵方(i)对贵方的用户账户发生的所有活动负责；(ii)对贵方所有数据的内容负责；(iii)应采取商业上的合理措施防止对平台和 SFDC 服务未经授权的访问或使用服务，并且在贵方发现上述未经授权的使用时，应立即通知贵方经销商或 Salesforce.com；(iv)贵方在使用平台和 SFDC 服务时应遵守所有适用的地方、州、联邦和外国法律法规。

(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(d) 贵方应仅将平台和 SFDC 服务用于贵方内部商业用途，并且不得：(i)向用户以外的第三方许可、再许可、出售、转售、出租、转让、分配使用服务，或与其分享使用服务的时间，或让用户以外的第三方以其他方式商业利用平台和 SFDC 服务，本 SFDC 服务协议另有规定除外；(ii)违反适用法律发送垃圾邮件或其他重复、自发的信息；(iii)发送或存储侵权、淫秽、威胁、诽谤或其他非法、侵权的材料，包括对儿童有害或侵犯第三方隐私权的材料；(iv)发送或存储病毒、蠕虫、定时炸弹、特洛伊木马和其他有害或恶意代码、文件、脚本、媒介或程序；(v)干扰或破坏服务及其所含数据的完整性或性能；(vi)在未经授权的情况下访问平台、SFDC 服务、相关系统及网络。

(e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

(e) 贵方不得(i)根据平台或 SFDC 服务修改、复制或创建衍生作品; (ii)除贵方内联网或出于内部商业目的, 贵方不得构建或镜像构建任何构成本平台或 SFDC 服务的内容; (iii)对平台或 SFDC 服务进行逆向工程; (iv)为了(A)构建有竞争力的产品或服务, 或(B)复制本平台或 SFDC 服务的理念、特征、功能或图形, 访问本平台或 SFDC 服务。

2. Third-Party Providers. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, and any related support obligations for such offering, are solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

2. 第三方供应商

经销商和其他第三方供应商(SFDC 网站上可能会列出部分, 包括 AppExchange 应用程序供应商)提供与平台、SFDC 服务和经销商应用程序相关的产品和服务, 包括与客户使用平台和 SFDC 服务相关的实施、定制和其他咨询服务, 以及与平台、SFDC 服务和经销商应用程序共同运行的应用程序(包括离线和在线)。例如: 通过与平台、SFDC 服务和经销商应用程序交换数据; 使用平台和 SFDC 服务的应用程序编程接口在平台的用户界面、SFDC 服务和经销商应用程序内提供附加功能。SFDC 不担保任何此类第三方供应商或其任何产品或服务, 包括但不限于经销商应用程序或经销商的任何其他产品或服务, 无论此类产品或服务是否被 SFDC 指定为“经过认证的”、“验证过的”或其他。贵方与第三方供应商之间的任何数据交换或其他交互, 以及此类产品的任何相关支持义务, 仅限于贵方与此类第三方供应商之间, 包括但不限于经销商应用程序、贵方向第三方供应商购买的任何产品或服务, 包括但不限于经销商应用程序。此外, SFDC 或经销商可能会不定期地根据许可方指定的条款, 以传递或 OEM 方式向贵方提供某些需额外收费的附加功能(未定义为平台或 SFDC 服务的一部分)。经贵方同意由贵方另行购买此类附加功能。贵方对这些附加功能的使用应受这些条款的约束, 如果与本 SFDC 服务协议条款有任何不一致, 则以此条款为准。

3. Proprietary Rights. Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

3. 所有权

除本协议明确授予的权利外，SFDC 保留对平台和 SFDC 服务的所有权利、所有权和权益，包括所有相关的知识产权。除 SFDC 服务协议中明确规定外，本协议中未授予贵方任何权利。本平台和 SFDC 服务被视为 SFDC 的机密信息，除非本 SFDC 服务协议允许，贵方不得向第三方使用或披露。

4. Compelled Disclosure. If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

4. 强制披露

如果贵方或 SFDC 被法律强制披露另一方的机密信息，则应向另一方提前通知此类披露(在法律允许的范围内)并且提供合理的协助。若另一方希望对此类披露进行抗辩，则由该方承担费用。

5. Suggestions. You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

5. 建议

贵方同意 SFDC 拥有免版税的、全球性的、可转让的、可再许可的、且不可撤销的永久许可授权，以使用贵方或贵方的用户提供的有关平台或 SFDC 服务运行的相关意见、改进要求、建议或其他反馈，或将其纳入 SFDC 产品和服务中。

6. Termination. Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.

6. 终止

由于(a)贵方或任何用户违反本 SFDC 服务协议的条款，(b)经销商与 SFDC 达成的协议(据此经销商将平台作为经销商应用程序的一部分提供给贵方)的终止或到期，和/或(c)经销商违反其与本 SFDC 服务协议中与本次订购相关的义务，贵方对平台和 SFDC 服务的使用可能会在被通知后立即终止或暂停。

7. Subscriptions Non-Cancelable. Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

7. 订购不可取消

除非贵方与经销商的协议另有规定，否则平台和 SFDC 服务的订购在订购期限内不可取消。

8. Data Storage. The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

8. 数据存储

平台和 SFDC 服务包括每个用户订购的特定累计存储量，不收取额外费用。请联系贵方的经销商以获取更多信息。额外的存储可以从经销商处购买。

9. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

9. 无担保条款

对于平台、SFDC 服务和经销商应用程序，SALESFORCE.COM 不提供任何形式的担保，包括但不限于明示、默示、法定或其他形式。在法律允许的最大范围内，SALESFORCE.COM 否认与经销商应用程序和服务相关的所有条件、陈述和保证，无论是明示、默示、法定或其他方面，包括但不限于对适销性或针对特定用途的适用性或不侵犯第三方权利的暗示保证。

10. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. 免责条款

任何情况下(无论何种原因、无论基于合同、侵权行为或其他归责理论、无论贵方或 SFDC 是否被告知可能发生此类损害赔偿)，SFDC 对于贵方或用户的所有损害赔偿免责，包括但不限于直接、间接、特殊、偶然、惩罚性或结果性损害赔偿、基于利润损失的损害赔偿。

11. **Further Contact.** SFDC may contact You regarding new SFDC service features and offerings.

11. 进一步联系

SFDC 可能会就新的 SFDC 服务功能和产品联系贵方。

12. **Google Programs and Services.** Platform or SFDC Service features that interoperate with Google programs and services depend on the continuing availability of applicable Google application programming interfaces ("APIs") and programs for use with the Platform and the SFDC Service. If Google Inc. ceases to make such APIs and/or programs available on reasonable terms to SFDC, SFDC may cease providing such features without entitling You or Reseller to any refund, credit, or other compensation.

12. 谷歌程序和服务

与 Google 程序和服务共同运行的平台或 SFDC 服务功能取决于适用的 Google 应用程序编程接口("API")的持续可用性以及与平台和 SFDC 服务协同使用的程序。若 Google Inc. 按适用条款停止向 SFDC 提供的此类 API 或程序，则 SFDC 会停止提供此类功能，并且无需向贵方或经销商提供任何退款或其他赔偿。

13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

13. 第三方受益人

SFDC 仅作为贵方与贵方经销商之间所签署的与本 SFDC 服务协议相关的协议的第三方受益人。

SFDC Service Agreement for Sales Cloud Product OEM Services Subscriptions

销售云产品 OEM 服务订购

SFDC 服务协议

“**AppExchange**” means the online directory of on-demand applications that work with the Services, located at <http://www.appexchange.com> or at any successor websites.

“**AppExchange**”是指在 <http://www.appexchange.com> 或其他后续网站上，经要求与服务共同运行的应用程序的在线目录。

“**Services**” means the online, Web-based application provided by SFDC via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

“服务”是指由 SFDC 通过 <http://www.salesforce.com> 或其他经指定的网站所提供的在线且基于 WEB 的应用程序，其中包括相关的离线组件，但不包括 AppExchange 应用程序。

“**Third-Party Applications**” means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Services, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

“第三方应用程序”是指由第三方提供的、与服务共同运行的、被认定为第三方应用程序的在线且基于 web 的应用程序以及线下软件产品，包括但不限于 AppExchange 列出的应用程序。

“**User Guide**” means the online user guide for the Services, accessible via <http://www.salesforce.com>, as updated from time to time.

“用户指南”是指可通过 <http://www.salesforce.com> 获得的关于服务的在线用户指南，用户指南会不时更新。

“**Users**” means Your employees, representatives, consultants, contractors or agents who are authorized to use the Services and have been supplied user identifications and passwords by You (or by SFDC or Your reseller at Your request).

“用户”是指贵方经授权使用服务的以及贵方(或 SFDC 或贵方的经销商依贵方要求)向其提供了用户身份、密码的员工、代表、顾问或代理人。

“**You**” and “**Your**” means the customer entity which has contracted to purchase subscriptions to use the Services subject to the conditions of this SFDC Service Agreement.

“贵方”是指根据本 SFDC 服务协议条款已订购使用服务的客户。

“**Your Data**” means all electronic data or information submitted by You to the Services.

“贵方的数据”是指贵方在服务中提供的所有电子数据或信息。

1. Use of Services.

1. 使用服务

(a) User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Services).

(a) 订购不能被多个用户共享使用(但可以被不定期地重新分配给新用户, 以替换与贵方终止劳动关系或者更换了工作岗位或职务、不再需要此服务的前用户)。

(b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and shall notify Your reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Services.

(b) 贵方(i)对贵方的用户账户发生的所有活动负责; (ii)对贵方所有数据的内容负责; (iii)应采取商业上的合理措施防止对平台和 SFDC 服务未经授权的访问或使用服务, 并且在贵方发现上述未经授权的使用时, 应立即通知贵方经销商或 SFDC; (iv)贵方在使用服务时应遵守所有适用的地方、州、联邦和外国法律法规。

(c) You shall use the Services solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Services or the data contained therein; or (vi) attempt to gain unauthorized access to the Services or its related systems or networks.

(c) 贵方应仅将服务用于贵方内部商业用途, 并且不得: (i)向用户以外的第三方许可、再许可、出售、转售、出租、转让、分配使用服务, 或与其分享使用服务的时间, 或让用户以外的第三方以其他方式商业利用服务, 本 SFDC 服务协议另有规定除外; (ii)违反适用法律发送垃圾邮件或其他重复、自发的信息; (iii)发送或存储侵权、淫秽、威胁、诽谤或其他非法、侵权的材料, 包括对儿童有害或侵犯第三方隐私权的材料; (iv)发送或存储病毒、蠕虫、定时炸弹、特洛伊木马和其他有害或恶意代码、文件、脚本、媒介或程序; (v)干扰或破坏服务及其所含数据的完整性或性能;(vi)在未经授权的情况下访问服务、相关系统及网络。

(d) You shall not (i) modify, copy or create derivative works based on the Services; (ii) frame or mirror any content forming part of the Services, other than on Your own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the Services; or (iv) access the Services in order to (A) build a competitive product or Services, or (B) copy any ideas, features, functions or graphics of the Services.

(d) 贵方不得(i)根据服务修改、复制或创建衍生作品; (ii)除贵方内联网或出于内部商业目的, 贵方不得构建或镜像构建任何构成本服务的内容; (iii)对服务进行逆向工程; (iv)为了(A)构建有竞争力的产品或服务, 或(B)复制本服务的理念、特征、功能或图形, 访问本服务。

2. **Acquisition of Third-Party Products and Services.** Any acquisition by You of third-party products or Services, including but not limited to Third-Party Applications and implementation, customization and other consulting Services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. SFDC does not warrant or support third-party products or Services, whether or not they are designated by SFDC as "certified" or otherwise. No purchase of third-party products or Services is required to use the Services as provided by SFDC.

2. 第三方产品和服务的获取

任何由贵方获取的第三方产品或服务(包括但不限于第三方应用程序、执行、定制及其他咨询服务以及贵方与第三方之间的数据交换)仅限于贵方与适用的第三方之间。SFDC 不担保或支持第三方产品或服务, 无论其是否为 SFDC 所指定。无需购买第三方产品或服务, 即可使用 SFDC 提供的服务。

3. **Third-Party Applications and Your Data.** If You install or enable Third-Party Applications for use with the Services, You acknowledge that SFDC may allow providers of those Third-Party Applications to access You Data as required for the interoperation of such Third Party Applications with the Services. SFDC shall not be responsible for any disclosure, modification or deletion of You Data resulting from any such access by Third-Party Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Services.

3. 第三方应用程序及贵方数据

如果贵方安装或启用了与服务共同使用的第三方应用程序，贵方明确知晓 SFDC 允许这些第三方应用程序的供应商为其应用程序与服务共同运行访问贵方数据。对于由第三方应用程序供应商进行此类访问所导致的披露、修改或删除贵方数据的情况，SFDC 概不负责。本服务允许贵方通过限制用户安装或启用此类第三方应用程序用于本服务的方式，限制此类访问。

4. **Integration with Third-Party Applications.** The Services may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, Customer may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make Third-Party Application available for interoperation with the corresponding Service features on reasonable terms, SFDC may cease providing such Service features without entitling Customer to any refund, credit, or other compensation.

4. 与第三方应用程序的集成

本服务可能包含旨在与第三方应用程序(例如 Google, Facebook 或 Twitter 应用程序)共同运行的功能。要使用此类功能，客户需要从此类第三方应用程序供应商处获取访问此类第三方应用程序的权限。如果此类第三方应用程序的供应商停止第三方应用程序与相应服务共同运行的功能，则 SFDC 有权停止提供此类服务功能并且无需向客户退款及赔偿。

5. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Services, including all related intellectual property rights. The Services is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

5. 所有权

除本协议明确授予的权利外，SFDC 保留本服务的所有权利、所有权和权益，包括所有相关的知识产权。本服务被视为 SFDC 的机密信息，除非本 SFDC 服务协议允许，贵方不得向第三方使用或披露。

6. **Your Data.** As between SFDC and You, You exclusively own all rights, title and interest in and to all of Your Data. Your Data is deemed your confidential information, and SFDC shall not access Your User accounts, including Your Data, except to respond to Services or technical problems or at Your request.

6. 贵方数据

贵方拥有贵方数据的所有权利、所有权和权益。贵方数据被视为贵方的机密信息，除了解决服务、技术问题或者应贵方要求，SFDC 不得访问贵方的用户账户，包括贵方的数据。

7. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

7. 强制披露

如果贵方或 SFDC 被法律强制披露另一方的机密信息，则应向另一方提前通知此类披露(在法律允许的范围内)并且提供合理的协助。若另一方希望对此类披露进行抗辩，则由该方承担费用。

8. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Services.

8. 建议

贵方同意 SFDC 拥有免版税授的、全球性的以及可转让的、可再许可的、且不可撤销的永久许可授权，以使用贵方或贵方的用户提供的有关服务运行的相关意见、改进要求、建议或其他反馈，或将其纳入本服务中。

9. **Fees.** Contracted for fees for use of the Services represent a firm commitment: i.e., an order cannot be canceled during the term of the subscriptions, and the number of User subscriptions contracted for cannot be reduced in the middle of a subscription term.

9. 费用

贵方就使用服务的费用签订协议即做出承诺:在订购期内不得取消订单并且不得减少用户订单数量。

10. **Termination.** You may not cancel or terminate an executed subscription order. User subscriptions will automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless You give Your reseller notice of termination at least 30 days prior to the end of the relevant subscription term. SFDC reserves the right to immediately terminate Your use of the Services without notice due to a breach of the terms of this SFDC Service Agreement by You or any User.

10. 终止

贵方不得取消或终止已履行的订购订单。除非贵方在订购期限届满前 30 天向贵方经销商发出终止通知，用户订购会以续订当时有效的目录价格自动续期一(1)年。如果贵方或用户违反本 SFDC 服务协议条款，SFDC 有权在不通知贵方的情况下立即终止贵方使用本服务。

11. **Data Storage.** You are entitled to a cumulative amount of storage per User subscription for no additional charge as set forth in the User Guide for the Services subscription type purchased. You may purchase additional storage if necessary, and you may contact Your reseller for then-current rates.

11.数据存储

贵方有权根据用户指南中所规定的购买服务订购类型获得每位用户订购的累计存储量，不收取额外费用。如有必要，贵方可以购买额外的存储空间。贵方可以联系贵方的经销商获取届时的价格。

12. **No Warranty.** SFDC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT YOUR AGREEMENT WITH YOUR RESELLER PROVIDES ANY WARRANTIES WITH RESPECT TO THE SERVICES, SUCH WARRANTIES ARE SOLELY BETWEEN YOU AND YOUR RESELLER.

12. 无担保条款

对于本服务，SFDC 不作任何明示、默示、法定或其他担保。在法律允许的最大范围内，SFDC 明确拒绝所有默示担保，包括对适销性或针对特定用途的适用性作出的担保。如果贵方与经销商的协议就服务提高任何担保，则此类担保全部由贵方与贵方经销商承担。

13. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER YOU OR SFDC HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. 免责条款

任何情况下(无论何种原因、无论基于合同、侵权行为或其他归责理论、无论贵方或 SFDC 是否被告知可能发生此类损害赔偿)，SFDC 对于贵方或用户的所有损害赔偿免责，包括但不限于直接、间接、特殊、偶然、惩罚性或结果性损害赔偿、基于利润损失的损害赔偿。

14. **Further Contact.** SFDC may contact you regarding new SFDC Services features and offerings.

14. 进一步联系

SFDC 可能会就新的 SFDC 服务功能和产品联系贵方。

15. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

15. 第三方受益人

SFDC 仅作为贵方与贵方经销商之间所签署的与本 SFDC 服务协议相关的协议的第三方受益人。

16. **Salesforce Mobile.** Prior to purchasing Salesforce Mobile from Your reseller, You should refer to the Mobile Device list located at <http://www.salesforce.com/mobile/devices/> for information on mobile devices that are supported by salesforce.com. You agree that neither SFDC nor Your reseller will provide any refunds, credits or other compensation or remedies in connection with Your purchase of Salesforce Mobile for any mobile devices that are not supported by salesforce.com. Third party mobile device, operating system and network connectivity providers may, at any time, cease distribution of, interrupt, de-install and/or prevent use of Salesforce Mobile clients on supported mobile devices without entitling You to any refund, credit or other compensation or remedies.

16. Salesforce Mobile

从贵方经销商购买 Salesforce Mobile 前，贵方应参阅 <http://www.salesforce.com/mobile/devices/> 上的移动设备列表以获取 salesforce.com 支持的移动设备的相关信息。贵方同意 SFDC 或贵方的经销商不会就贵方为 salesforce.com 不支持的移动设备购买 Salesforce Mobile 提供退款或其他补偿补救措施。第三方移动设备、操作系统及网络连接供应商可随时停止、中断、卸载或阻止 Salesforce Mobile 在受支持的移动设备上的使用，贵方无权获得退款或其他补偿补救措施。

SFDC Platform Embedded Edition Plus 20 OEM Services Subscriptions

SFDC 平台嵌入升级 20 版 OEM 服务订购

“AppExchange” means the online directory of on-demand applications that work with the Service, located at <http://www.appexchange.com> or at any successor websites.

“AppExchange”是指在 <http://www.appexchange.com> 或其他后续网站上，经要求与服务共同运行的应用程序的在线目录。

“Platform” means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller’s provision of the Reseller Application to You.

“平台”是指 SFDC 向经销商提供的与经销商向贵方提供的经销商应用程序有关的在线且基于 Web 的平台服务。

“Reseller” means Amadeus Hospitality Americas, Inc., f/k/a Newmarket International and its authorized subsidiaries. “Reseller Application” means HRM Apps.

“经销商”是指艾玛迪斯酒店美国公司(历史名称为纽马特国际)及其授权的子公司。“经销商应用程序”是指 HRM 应用程序。

“SFDC Service” means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications.

“SFDC 服务”是指通过 <http://www.salesforce.com> 或其他经指定的网站(包括关联的离线组件，但不包括第三方应用程序)向公众提供的在线且基于 Web 的应用程序和平台服务。

“SFDC” means salesforce.com.

“SFDC”是指 salesforce.com。

“Third-Party Applications” means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

“第三方应用程序”是指由第三方提供的、与服务共同运行的、被认定为第三方应用程序的在线且基于 web 的应用程序以及线下软件产品，包括但不限于 AppExchange 列出的应用程序。

“Users” means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service subject to the terms of this SFDC Service Agreement as a result of a subscription to the Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

“用户”是指贵方(或 SFDC 或经销商根据贵方的要求)已经为其购买了经销商应用程序并且已经向其提供了用户账号和密码的员工、代表、顾问、承包商或经授权使用本服务的代理人(受限于本 SFDC 服务协议条款)。

“You” and “Your” means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

“贵方”是指遵守本 SFDC 服务协议以及经销商要求的其他条款，购买订购以使用经销商应用程序的客户。

“Your Data” means all electronic data or information submitted by You as and to the extent it resides in the Service.

“贵方的数据”是指由贵方在服务中提供的所有电子数据或信息。

1. Use of Service.

1. 服务的使用

(a) Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application or combined solutions or ISVForce solutions provided by other SFDC resellers. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event You access to any Platform or SFDC Service functionality within it that is in excess to the functionality described in the Reseller Application’s user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement. Notwithstanding the foregoing, You may develop one (1) additional application for internal use with the Platform (a “Custom Application”) and may access and create up to twenty (20) additional custom objects with the Platform (“Custom Objects”), provided that (i) the total number of custom objects that can be accessed and created in connection with any Platform subscription is twenty (20) custom objects, regardless of whether such custom objects are accessed or created in connection with the Reseller Application or the Custom Application, and (ii) such Custom Application and Custom Objects are for use solely in connection with the Reseller Application with which the Platform is being used and are within the scope of the Reseller Application with which the Platform is being used.

(a) 每个订购经销商应用程序的用户应授权一位用户通过经销商应用程序使用平台，但须遵守本 SFDC 服务协议的条款以及经销商要求的其他条款。用户订购不能被多个用户共享或使用(但可以被不定期地重新分配给新用户，以替换与贵方终止劳动关系或者更换了工作岗位或职务、不再需要此服务的前用户)。为清楚起见，贵方使用平台的订购不包括使用 SFDC 服务的订购、用于与经销商应用程序以外的应用程序的订购、及由其他 SFDC 经销商提供的组合解决方案或 ISVForce 解决方案相关的应用程序的订购。如果贵方希望使用 SFDC 服务或经销商应用程序中不包含的功能或服务，或者创建、使用未出现在贵方经销商提供给贵方的经销商应用程序中的额外自定义对象，请访问 www.salesforce.com 与 SFDC 直接签订此类服务合同。如果贵方访问平台或 SFDC 服务功能(超出经销商应用程序用户指南中规定的功能)，并且贵方尚未与 SFDC 单独签订关于订购此类访问权限的书面合同，则贵方承诺不会访问和使用此类功能。贵方使用此类功能或者创建、使用对超出贵方经销商提供给贵方的经销商应用程序中出现的额外自定义对象，即严重违反本协议。尽管如此，贵方可以开发一(1)个附加应用程序供平台内部使用(“自定义应用程序”)，并且可以通过平台(“自定义对象”)访问和创建最多二十(20)个附加自定义对象，前提是(i)与任何平台订阅相关的可访问和创建的自定义对象的总数是二十(20)个自定义对象，无论这些自定义对象是否为由经销商应用程序或自定义应用程序访问或创建的，和(ii)此类自定义应用程序和自定义对象仅供使用平台的经销商应用程序使用，并且属于使用平台的经销商应用程序范围内。

(b) Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.

(b) 尽管贵方有权限通过经销商应用程序访问平台或 SFDC 服务，但经销商是经销商应用程序的唯一提供商且贵方仅与经销商建立合同关系。如果经销商停止经营或以其他方式停止提供或未能提供经销商应用程序，SFDC 没有义务提供经销商应用程序或退还贵方向经销商支付的任何费用。

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform and the SFDC Service.

(c) 贵方(i)对贵方的用户账户发生的所有活动负责; (ii)对贵方所有数据的内容负责; (iii)应采取商业上的合理措施防止对平台和 SFDC 服务未经授权的访问或使用服务, 并且在贵方发现上述未经授权的使用时, 应立即通知贵方经销商或 SFDC; (iv)贵方在使用平台和 SFDC 服务时应遵守所有适用的地方、州、联邦和外国法律法规。

(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

(d) 贵方应仅将平台和 SFDC 服务用于贵方内部商业用途, 并且不得: (i)向用户以外的第三方许可、再许可、出售、转售、出租、转让、分配使用服务, 或与其分享使用服务的时间, 或让用户以外的第三方以其他方式商业利用平台和 SFDC 服务, 本 SFDC 服务协议另有规定除外; (ii)违反适用法律发送垃圾邮件或其他重复、自发的信息; (iii)发送或存储侵权、淫秽、威胁、诽谤或其他非法、侵权的材料, 包括对儿童有害或侵犯第三方隐私权的材料; (iv)发送或存储病毒、蠕虫、定时炸弹、特洛伊木马和其他有害或恶意代码、文件、脚本、媒介或程序; (v)干扰或破坏服务及其所含数据的完整性或性能;(vi)在未经授权的情况下访问平台、SFDC 服务、相关系统及网络。

(e) You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business Platform or the SFDC Service in order to (A) build a competitive product or service, or B) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

(e) 贵方不得(i)根据平台或 SFDC 服务修改、复制或创建衍生作品; (ii)除了贵方内联网上、其他内部业务平台或 SFDC 服务以外, 贵方不得出于以下目的构建或镜像构建任何构成本平台或 SFDC 服务的内容: (A)构建有竞争力的产品或服务, 或(B)复制本平台或 SFDC 服务的理念、特征、功能或图形, 访问本平台或 SFDC 服务。

2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform, SFDC Service, and/or the Reseller Application, such as by exchanging data with the Platform, the SFDC Service, and/or the Reseller Application, or by offering additional functionality within the user interface of the Platform, the SFDC Service, and/or the Reseller Application through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and

agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

2. 第三方供应商

经销商和其他第三方供应商(SFDC 网站上可能会列出部分, 包括第三方应用程序供应商)提供与平台、SFDC 服务和/经销商应用程序相关的产品和服务, 包括与客户使用平台和/或 SFDC 服务相关的实施、定制和其他咨询服务, 以及与平台、SFDC 服务和经销商应用程序共同运行的应用程序(包括离线和在线)。例如: 通过与平台、SFDC 服务和经销商应用程序交换数据; 使用平台和 SFDC 服务的应用程序编程接口在平台的用户界面、SFDC 服务和经销商应用程序内提供附加功能。SFDC 不担保任何此类第三方供应商或其任何产品或服务, 包括但不限于经销商应用程序或经销商的任何其他产品或服务, 无论此类产品或服务是否被 SFDC 指定为“经过认证的”、“验证过的”或其他。贵方与第三方供应商之间的任何数据交换或其他交互, 仅限于贵方与此类第三方供应商之间, 包括但不限于经销商应用程序、贵方向第三方供应商购买的任何产品或服务, 包括但不限于经销商应用程序。此外, SFDC 或经销商可能会不定期地根据许可方指定的条款, 以传递或 OEM 方式向贵方提供某些需额外收费的附加功能(未定义为平台或 SFDC 服务的一部分)。经贵方同意由贵方另行购买此类附加功能。贵方对这些附加功能的使用应受这些条款的约束, 如果与本 SFDC 服务协议条款有任何不一致, 则以此条款为准。

3. Integration with Third-Party Applications. If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.

3. 与第三方应用程序的集成

如果贵方安装或启用第三方应用程序以便与平台或 SFDC 服务一起使用, 则贵方承认 SFDC 可允许这些第三方应用程序的提供商根据此类第三方应用程序与平台或 SFDC 共同运行的需要访问贵方的数据。对于由第三方应用程序提供商进行的任何此类访问所导致的数据泄露、修改或删除, SFDC 概不负责。此外, 平台和 SFDC 服务可能包含旨在与第三方应用程序(例如 Google, Facebook 或 Twitter 应用程序)共同运行的功能。要使用此类功能, 贵方可能需要从供应商处获得此类第三方应用程序的访问权限。如果此类第三方应用程序的供应商在合理的条款下停止与相应平台或 SFDC 服务功能的共同运行, 则 SFDC 有权停止提供此类平台或 SFDC 服务功能, 而无需向贵方提供任何退款或其他补偿。

4. Proprietary Rights. Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

4. 所有权

除本协议明确授予的权利外, SFDC 保留对平台和 SFDC 服务的所有权利、所有权和权益, 包括所有相关的知识产权。除 SFDC 服务协议中明确规定外, 本协议中未授予贵方任何权利。本平台和 SFDC 服务被视为 SFDC 的机密信息, 除非本 SFDC 服务协议允许, 贵方不得向第三方使用或披露。

5. **Compelled Disclosure.** If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

强制披露

如果贵方或 SFDC 被法律强制披露另一方的机密信息，则应向另一方提前通知此类披露(在法律允许的范围内)并且提供合理的协助。若另一方希望对此类披露进行抗辩，则由该方承担费用。

6. **Suggestions.** You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.

6. **建议**

贵方同意 SFDC 拥有免版税的、全球性的、可转让的、可再许可的、且不可撤销的永久许可授权，以使用贵方或贵方的用户提供的有关平台或 SFDC 服务运行的相关意见、改进要求、建议或其他反馈，或将其纳入 SFDC 产品和服务中。

7. **Termination.** Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement.

7. **终止**

由于(a)贵方或任何用户违反本 SFDC 服务协议条款，(b)经销商与 SFDC 达成的协议(据此经销商将平台作为经销商应用程序的一部分提供给贵方)的终止或到期，和/或(c)经销商违反其与本 SFDC 服务协议中与本次订购相关的义务，贵方对平台和 SFDC 服务的使用可能会在被通知后立即终止或暂停。

8. **Subscriptions Non-Cancelable.** Subscriptions for the Platform and the SFDC Service are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.

8. **订购不可取消**

除非贵方与经销商的协议另有规定，否则平台和 SFDC 服务的订购在订购期限内不可取消。

9. **Data Storage.** The Platform and SFDC Service includes a certain cumulative amount of storage per User subscription for no additional charge. Contact Your Reseller for additional information. Additional storage may be available for purchase from the Reseller.

9. **数据存储**

平台和 SFDC 服务包括每个用户订购的特定累计存储量，不收取额外费用。请联系贵方的经销商以获取更多信息。额外的存储可以从经销商处购买。

10. **No Warranty.** SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM

EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO RESELLER APPLICATION AND THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. 无担保条款

对于平台、SFDC 服务和经销商应用程序，SALESFORCE.COM 不提供任何形式的担保，包括但不限于明示、默示、法定或其他形式。在法律允许的最大范围内，SALESFORCE.COM 否认与经销商应用程序和服务相关的所有条件、陈述和保证，无论是明示、默示、法定或其他方面，包括但不限于对适销性或针对特定用途的适用性或不侵犯第三方权利的暗示保证。

11. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. 免责条款

任何情况下(无论何种原因、无论基于合同、侵权行为或其他归责理论、无论贵方或 SFDC 是否被告知可能发生此类损害赔偿)，SFDC 对于贵方或用户的所有损害赔偿免责，包括但不限于直接、间接、特殊、偶然、惩罚性或结果性损害赔偿、基于利润损失的损害赔偿。

12. **Further Contact.** SFDC may contact You regarding new Platform and SFDC Service features and offerings.

12. 进一步联系

SFDC 可能会就新的平台、SFDC 服务功能和产品联系贵方。

13. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

13. 第三方受益人

SFDC 仅作为贵方与贵方经销商之间所签署的与本 SFDC 服务协议相关的协议的第三方受益人。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司
订购协议

Additional Terms and Conditions

Amadeus Hospitality Web Services

附加条款和条件
艾玛迪斯酒店网络服务

Pursuant to the Order Form executed by Customer and Amadeus, the following additional terms and conditions govern Customer's use of Amadeus Hospitality Web Services ("**AHWS**"), Amadeus Hospitality's cloud services platform. The AHWS platform links to Customer's system and synchronizes Customer's Data between the Customer's system and the AHWS platform data repository to power applications that use the AHWS platform to access Customer Data, including but not limited to, the N2GO mobile app available with Delphi 2013/2015 and Delphi+, SFDC Subscription Products, iPlan, and Cendyn getplanning (the "**AHWS Applications**"). These additional terms are an integral part of the Order Form and are legally binding.

根据客户和艾玛迪斯签订的订单, 客户使用艾玛迪斯酒店的云服务平台艾玛迪斯酒店网络服务(以下简称"**AHWS**") 应遵守下述条款。AHWS 平台链接到客户系统, 并在客户系统和 AHWS 平台数据存储库之间同步客户数据, 为使用 AHWS 平台访问客户数据的应用程序提供支持, 前述程序包括但不限于 Delphi 2013/2015 提供的 N2GO 移动应用程序和 Delphi +, SFDC Subscription Products, iPlan 和 Cendyn 计划(以下简称"**AHWS 应用程序**"). 附加条款是订单的组成部分, 具有法律约束力。

- CUSTOMER DATA SECURITY.** Customer acknowledges Amadeus does not control the location from which Customer Data is accessed using AHWS Applications purchased or enabled by Customer. The AHWS platform data repository may replicate and transmit Customer Data to any jurisdiction worldwide to support Customer's AHWS Applications. Amadeus Hospitality is not responsible for the privacy, security or integrity of Customer Data when transmitted or stored outside of the AHWS platform, including Customer Data that is accessed from any mobile device using N2GO.
1. 客户数据安全。客户承认, 艾玛迪斯不限制客户使用购买或启用的 AHWS 应用程序访问客户数据时所处的位置。AHWS 平台数据存储库可将客户数据复制并传输到全球管辖区, 以支持客户的 AHWS 应用程序。在客户数据传输或存储在 AHWS 平台之外时, 艾玛迪斯酒店不对数据的隐私、安全或完整性负责, 包括使用 N2GO 从任何移动设备访问的客户数据。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司
订购协议

Additional Terms and Conditions

Zingle Subscription Product 附加条款和条件 Zingle 订购产品

Pursuant to the Order Form executed by Customer and Amadeus, the following additional terms and conditions govern Customer's use of the Zingle Subscription Product, which is comprised of the Device, the Zingle Service, and the Software, as defined herein (collectively the "**Zingle Materials**"). These additional terms are an integral part of the Order Form and are legally binding. The Services Levels found on Exhibit A of this Agreement, do not apply to Zingle Subscription Products.

根据客户和艾玛迪斯签订的订单, 客户使用 Zingle 订购产品应当遵守以下条款, 该产品为本文定义的设备、Zingle 服务和软件(统称为"**Zingle 材料**"). 这些附加条款是订单的组成部分, 具有法律约束力。本协议附件一中的服务级别不适用于 Zingle Subscription 产品。

1. **Definitions.** Capitalized terms not defined in context shall have the meanings assigned to them below:

1. 定义。在上下文中未定义的大写术语具有以下含义:

(a) "**Consumers**" means Customer's end-users who use the Zingle Service to communicate with Customer and/or to order products or services from Customer.

(a) "消费者"是指使用 Zingle 服务与客户沟通或向客户订购产品或服务的客户的最终用户。

(b) "**Device**" means Zingle's proprietary hardware device that enables Customer to receive and process orders or requests from Consumers.

(b) "设备"是指 Zingle 的专有硬件设备, 它使客户能够接收和处理来自消费者的订单或请求。

(c) "**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

(c) "恶意代码"是指病毒、蠕虫、定时炸弹、特洛伊木马和其他有害文件、脚本、代理或程序。

(d) "**Non-Public Personal Information**" means personally identifiable information, including, without limitation, social security numbers, financial account numbers (i.e. credit card, checking account, savings account, etc.), medical, employment, or insurance numbers, and passport numbers. Non-Public Personal Information specifically does not include all personal information required to use the Zingle Service, such as names, email addresses, and mobile phone numbers or derived information such as segments, scores, or lifecycle attributes used to make decisions within the Zingle Service.

(d) "非公开个人信息"是指个人身份信息, 包括但不限于社会安全号码, 金融账号(即信用卡、支票账户、储蓄账户等)、医疗、就业或保险号码和护照号码。非公开个人信息不包括使用 Zingle 服务所需的所有个人信息(例如名称、电子邮件地址和手机号码)或派生信息(例如 Zingle 服务中用来作出决定的周期属性、分段、分数)。

(e) **“Zingle Service”** means Zingle’s proprietary on-demand text messaging service that enables Customer to communicate with Consumers via text messages submitted through a phone number provided by Zingle which Customer can manage through the Software and/or a Device.

(e) “Zingle 服务”是指 Zingle 专有的按需应变的短信服务，客户可以利用 Zingle 提供的，通过软件或设备进行管理的电话号码发送短信与消费者进行沟通。

(f) **“Software”** means Zingle’s proprietary web-based portal or APIs from which Customer can send and receive text messages with Consumers.

(f) “软件”是指 Zingle 专有的基于互联网的，客户可以通过其向消费者发送和接收文本消息的门户或 API。

2. **Rights and Responsibilities.**

2 权利与义务

(a) **Zingle Responsibilities.** Subject to Customer’s compliance with the Agreement and these additional terms and conditions, Zingle will, during the Subscription Term: (i) make the Zingle Materials available to Customer in a manner consistent with the Agreement and generally accepted industry standards, (ii) provide basic support for the Zingle Service, and (iii) utilize software and other commercially reasonable security measures to prevent the Zingle Service from containing or transmitting Malicious Code.

(a) Zingle 的义务。在客户遵守本协议及附加条款和条件的前提下，Zingle 将在订购期限内：(i) 以符合协议和公认行业标准的方式向客户提供 Zingle 材料，(ii) 提供 Zingle 服务的基础支持，以及 (iii) 利用软件和其他商业上合理的安全措施防止 Zingle 服务包含或传输恶意代码。

(b) **Customer’s Rights.** Subject to Customer’s compliance with the Agreement and these additional terms and conditions, Customer will have a non-exclusive, non-transferable and non-sublicensable right to access and use the Zingle Materials, during the applicable Subscription Term, for the sole and limited purpose of communicating with Consumers. Customer’s rights to send and receive text messages via the Zingle Materials may be limited based on the level of Zingle Service identified in the applicable Order, and Customer agrees to abide by such limitations.

(b) 客户权利。在客户遵守本协议及附加条款和条件的前提下，客户将在适用的订购期限内拥有访问和使用 Zingle 材料的非独占、不可转让、不可再授权的权利，Zingle 材料仅可用于与消费者沟通。客户同意，其通过 Zingle 材料发送和接收短信的权利可能会根据受订单中确定的 Zingle 服务级别的限制。

(c) **Customer’s Responsibilities.** Customer is responsible for all activities that occur in Customer’s account(s). Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, (ii) prevent unauthorized access to, or use of, the Zingle Materials, and promptly notify Zingle of any such unauthorized access or use, and (iii) comply with all applicable laws, regulations and use guidelines while using the Zingle Materials, including, without limitation, consumer protection laws, the Telephone Consumer Protection Act and its implementing regulations, the Telemarketing Sales Rule, and all state laws governing email and text message communications. Customer is responsible for providing the network connection, mobile service, carrier charges, and any other hardware and software necessary to use the Zingle Materials. The Platform is licensed for consented-to communications only and Customer will not use the Platform to send communications to any purchased lists or other numbers obtained from lead generators. Customer may not rely on any templates, samples, or other materials or information provided by Zingle as being legally compliant. Customer must rely on Customer’s own legal counsel for legal advice.

(c) 客户的义务。客户对客户账户中进行的所有行为负责。客户应：(i) 对所有客户数据的准确性、质量、完整性、合法性、可靠性和适当性承担全部责任，(ii) 防止未经授权访问或使用 Zingle 材料，并及时通知 Zingle 此类未经授权的访问或使用，以及 (iii) 在使用 Zingle 材料时遵守所有适用的法律、法规和使用准则，包括但不限于消费者保护法、电话消费者保护法及其实施条例、电话营销销售规则以及所有关于电子邮件和文本消息通信的州法律。客户负责提供网络连接、移动服务、运营商费用以及使用 Zingle 材料所需的其他硬件和软件。该平台仅许可用于正常通信，客户不得使用该平台将通信发送到任何购买的名单或从主导发生器获得的其他号码。客户不得依赖 Zingle 提供的模板、样本或其他材料或信息判断合法合规性。客户必须依靠自身的法律顾问寻求法律建议。

(d) **Use Guidelines.** Customer shall use the Zingle Materials solely for Customer's own internal business purposes and shall not-(i) upload to, or store within the Zingle Service (and the Customer Data shall not contain) any Non-Public Personal Information, (ii) send via the Zingle Service or store within the Zingle Service any infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful, discriminatory or tortious material, including material that is harmful to children or violates third party privacy rights, (iii) send via the Zingle Service any unsolicited commercial or non-commercial communication, (iv) send via the Zingle Service, upload to the Zingle Service, or store within the Zingle Service any Malicious Code, (v) perform or fail to perform any act which would result in a misappropriation or infringement of Zingle's intellectual property rights in the Zingle Materials, (vi) use or permit use the of Zingle Materials by anyone under the age of 13, or (vii) perform any act that could disable, overburden, or impair the proper working or appearance of the Zingle Materials, such as a denial of service attack or interference with page rendering Device operation.

(d) 使用指南。客户应仅将 Zingle 材料用于客户自身内部商业目的，且不得 (i) 上传或存储 Zingle 服务 (且客户数据不得包含) 任何非公开个人信息，(ii) 通过 Zingle 发送或在 Zingle 中存储任何侵权、淫秽、威胁、诽谤、欺诈、侮辱或其他非法的、歧视性的或侵权材料，包括对儿童有害或侵犯第三方隐私权的材料，(iii) 通过 Zingle 服务发送任何未经请求的商业或非商业性通信，(iv) 通过 Zingle 服务发送任何恶意代码，或将恶意代码上传或存储于 Zingle，(v) 作为或不作为导致侵犯 Zingle 知识产权，(vii) 让 13 岁以下的人使用或许可其使用 Zingle 材料，或 (vii) 进行任何可能导致 Zingle 材料失效、过载或损害正常工作或外观的操作，例如拒绝服务攻击或干扰页面渲染设备操作。

(e) **License to Customer Data.** Customer grants Zingle a limited license to use the Customer Data in connection with providing Customer access to the Zingle Materials.

(e) 客户数据许可。客户授予 Zingle 有限许可，以便使用客户数据来保证客户访问 Zingle 材料。

3. **Proprietary Rights.** Customer understands and agrees that (i) the Zingle Materials are protected by copyright and other intellectual property laws and treaties, (ii) Zingle and/or its suppliers own the copyright, and other intellectual property rights in the Zingle Materials, (iii) the Zingle Materials are licensed, and not sold.

3. 所有权。客户理解并同意 (i) Zingle 材料受版权和其他知识产权法律和条约的保护，(ii) Zingle 或其供应商拥有 Zingle 材料的版权和其他知识产权，(iii) Zingle 材料为授权许可，而非出售。

4. **Term and Termination.** The Agreement, including these additional terms and conditions, and/or a Subscription Term may be terminated by mutual written agreement of the parties.

4. 期限和终止。本协议、包括附加条款和条件及订购期限，均可通过双方书面协议终止。

5. **Customer Indemnification Obligations.** Customer will indemnify, defend and hold Zingle, and its subsidiaries, affiliates, officers, agents and employees (collectively, the **Zingle Indemnitees**) harmless from and against any and all claims, liabilities, costs, damages, expenses and losses, including, without limitation, reasonable legal and accounting fees, arising out of any third party

claim, including claims by Consumers, brought against the Zingle Indemnitees related to Customer's use of the Zingle Materials, Customer's violation of this Agreement, Customer's failure to secure any required consent or to provide information relating to Customer's use of the Zingle Materials, or Customer's violation of any rights of a third party through Customer's use of the Zingle Materials.

5. 客户赔偿义务。客户应对由于下述原因导致的索赔、责任、成本、损害赔偿、费用和损失、限制、合理的法律和会计费用进行赔偿或抗辩，且保证 Zingle 及其子公司、分支机构、管理人员、代理人 and 员工（统称为“Zingle 受偿人”）免受损害：包括消费者对 Zingle 提出的与客户使用 Zingle 材料有关的第三方索赔，客户违反本协议，客户未能获得所需的同意，客户未能提供与客户使用 Zingle 材料有关的信息，或客户使用 Zingle 材料侵犯第三方的权利。

6. **Disclosure of Customer Status.** Zingle may include Customer in its listing of customers and, upon written consent by Customer, announce Customer's selection of Zingle in its marketing communications.

6. 客户状态披露。Zingle 可以在客户列表中载列客户，并在客户的书面同意下，在其营销宣传中宣传客户使用了 Zingle。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

MASTER SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司
总订购协议

Additional Terms and Conditions

Amadeus Channel Manager – RezExchange Subscription Product 附加条款和条件

艾玛迪斯渠道经理 - RezExchange 订购产品

Pursuant to the Order Form executed by Customer and Amadeus, the following additional terms and conditions govern Customer's use of the Amadeus Channel Manager – RezExchange Subscription Product (the "**RezExchange Subscription Product**"), which provides the possibility to show rates and availability through interfaces with OLTA, ODD, PMS, web reservation module and RezExchange extranet. These additional terms are an integral part of the Order Form and are legally binding.

根据客户和艾玛迪斯签订的订单，客户使用艾玛迪斯渠道管理器 - RezExchange 订购产品（以下简称“**RezExchange 订购产品**”）应遵守下述条款，该产品可通过与 OLTA、ODD、PMS、网络预留模块和 RezExchange Extranet 外联网的接口，提供显示价格和可预订信息的可能。附加条款是订单的组成部分，具有法律约束力。

Article 1 Definitions

第一条 定义

GDS	A worldwide computerized reservations network as a central point of access for reservations of hotel rooms, airplane seats, rental cars, and other related travel products by travel agents. Examples of a GDS system include, Galileo/Apollo, Worldspan, and Amadeus GDS
GDS:	全球计算机化预订网络，作为旅行社预订酒店客房、飞机座位、租赁汽车和其他相关旅行产品的中心点。GDS 系统例如伽利略/阿波罗、Worldspan 和 Amadeus GDS
Interface 界面:	The coupling between two electronic systems; 两个电子系统之间的耦合
Irregularities	Matters that prevent Customer from making rates and availability available on one or more channels purchased by Customer through the RezExchange Subscription Product and / or on one or more GDS representation services which are provided by Amadeus;
违规行为:	妨碍客户在购买的一个或多个渠道上，通过 RezExchange 订购产品或由艾玛迪斯提供的一个或多个 GDS 代表服务，提供价格和可预订信息的行为。
Live date 实时日期:	Date on which Customer has access to the licensed Interfaces; 客户有权访问许可接口的日期
ODD / HCD	Online Distribution Database / Hotel Content Database: a product of Pegasus Solutions Inc., consisting of a database with hotel profiles which can be requested by third parties. For these hotels rates and availability are provided

ODD / HCD:	real time; 在线分发数据库/酒店内容数据库: Pegasus Solutions 公司的产品, 由一个数据库和可由第三方请求的酒店档案组成, 实时提供酒店的价格和可预订信息。
OLTA (OTA)	Online Travel Agent: websites from Online travel agents which provide reservation services for hotel rooms, airplane tickets and related products;
OLTA (OTA) :	在线旅行社、提供酒店客房、飞机票和相关产品预订服务的在线旅行社网站
PMS	Property Management System: A management and reservations system for the Hospitality sector;
PMS:	物业管理系统; 酒店管理和预订系统
Transaction 交易:	An electronic sent mutation with a receiving party as its destination; 以接收方为目的地的电子突变

Article 2 Installation, Implementation and training

第 2 条 安装、实施和培训

2.1 In the event that Customer has selected an Interface with the PMS, if available, an Interface can be realized between the PMS of Customer and the RezExchange Subscription Product distribution platform. Through this Interface, rates and availability are sent to the RezExchange Subscription Product distribution platform and to the PMS of Customer.

All Interfaces are two-way, allowing prices and availability to be loaded in the different connected channels and reservations through these channels to be loaded into the PMS. In processing all transactions the aim is a maximum handling duration of 10 minutes.

In the event that Customer has chosen a connection with the GDS and / or ODD parties Amadeus will create a profile for each hotel in all required systems. Amadeus will also configure the communication between the distribution platform of Amadeus and the selected systems.

2.1 如果客户选择了 PMS 的接口 (若可用), 则可以在客户的 PMS 和 RezExchange 订购产品分销平台之间实现接口。通过此接口, 价格和可预订信息将被发送到 RezExchange 订购产品分销平台和客户的 PMS。

所有接口都是双向的, 允许通过这些通道将不同的连接通道和预留的价格和可预订信息加载到 PMS 中。在处理所有交易时, 目标是最长处理时间为 10 分钟。如果客户选择与 GDS 和 DD 双方进行连接, 艾玛迪斯将为每家酒店所有必需的系统创建一个配置文件。艾玛迪斯还将配置艾玛迪斯的分销平台与特定系统之间的通信。

2.2 If Customer does not have a PMS that Amadeus is able to create an Interface with, Customer will be able to provide prices and availability in the RezExchange extranet.

2.2 如果客户没有艾玛迪斯能够创建界面的 PMS, 客户将在 RezExchange 外联网中提供价格和可预订信息。

2.3 Amadeus will make every reasonable effort within a reasonable period after signing the Agreement to communicate with the channels listed in the Order Form.

2.3 艾玛迪斯将在签署协议后的合理时间内尽一切合理努力与订单中列出的渠道进行沟通。

2.4 In consultation with Customer, an implementation plan shall be developed which can reasonably be met by both parties. All third party Interface providers shall need to provide cooperation for the compliance with this Article 2.

2.4 与客户协商后, 艾玛迪斯应制定一项双方能合理满足的实施计划。所有第三方接口供应商都需要提供合作以符合第 2 条。

2.5 In the event that the agreed schedule cannot be met due to the fact that a third party cannot or will not comply with the realization of the work required, Customer will be informed accordingly and the planning will be jointly adjusted.

2.5 如果由于第三方不能或不履行所要求的工作而无法达到议定的时间表，艾玛迪斯则会通知客户并共同调整计划。

2.6 Training in the use of the RezExchange Subscription Product or the RezExchange extranet will be provided through specific written instructions. In addition, Amadeus offers technical support in accordance with the Support Policy.

2.6 使用 RezExchange 订购产品或 RezExchange 外联网的培训将通过特定的书面说明提供。另外，艾玛迪斯将根据支持政策提供技术支持。

Article 3 PCI-DSS compliance

第 3 条 PCI-DSS 合规

3.1 The RezExchange Subscription Product is PCI-DSS compliant according to the specifications of the PCI Council.

3.1 根据 PCI 委员会的规定，RezExchange 订购产品符合 PCI-DSS 标准。

3.2 Amadeus does not guarantee PCI compliancy of any third party hardware and/or software, regardless of whether Amadeus suggested the use of such hardware and/or software.

3.2 艾玛迪斯不保证任何第三方硬件或软件的 PCI 兼容性，无论艾玛迪斯是否推荐使用此类硬件或软件。

3.3 Customer is responsible for the security of its own infrastructure according to the specifications of the PCI council.

3.3 客户根据 PCI 理事会的规定对自身的基础设施的安全性负责。

3.4 Credit Cards should not be entered into free form text fields.

3.4 信用卡不应被输入到自由格式的文本字段中。

Article 4 Liability/Indemnification

第 4 条 责任/赔偿

4.1 By using the GDS representation services Customer is responsible for maintaining the rates and availability in the extranet and / or if there is a link with the PMS, in the PMS. All reservations via the GDS and Pegasus ODD / HCD systems are made at the rate and terms available at the time of making the booking and must be accepted. In case of overbooking, transferring the guest to alternative accommodation is subject to the acceptance of the alternative accommodation by the guest. Customer is responsible to arrange for alternative accommodations of at least similar quality and rate. When the rate of the alternative accommodation is higher, the difference should be paid by Customer. The cost of a telephone call and the transport to the alternative location should be paid by Customer.

4.1 通过使用 GDS 代理服务，客户负责维护外部网中的价格和可预订信息，且如果与 PMS 存在链接，则需维护 PMS 中的价格和可预订信息。所有通过 GDS 和 Pegasus ODD / HCD 系统进行的预订都必须严格按照预订时的房价和条款进行。在超额预订的情况下，可将客人转移到其他住宿设施，但需要客人接受替代住宿，客户负责安排至少类似质量和价格的替代住宿。当替代住宿的价格较高时，差额应由客户支付。客户应支付电话费用以及前往其他地点的交通费用。

4.2 Reservations made through GDS / Pegasus ODD / HCD are generally made through travel agents. These parties calculate a commission to the host hotel (Customer). This commission can vary, but is typically 10% of the booked reservation. Settlement of this commission is

between Customer and corresponding travel agents without the intervention of Amadeus. If Customer wishes to use an automated commission processing service of a third party, Amadeus can provide a regular data transmission to this party on request of Customer and on payment of a fee.

- 4.2 通过 GDS / Pegasus ODD / HCD 进行的预订通常通过旅行社进行。这些参与方向主办酒店（客户）收取佣金。该佣金可能有所不同，但通常为预订总额的 10%。客户与相应的旅行社之间佣金计算无需艾玛迪斯的介入。如果客户希望使用第三方的自动佣金处理服务，艾玛迪斯可以根据客户的要求在其支付费用基础上向该方提供定期数据传输。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

MASTER SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技(上海)有限公司

总订购协议

Additional Terms and Conditions

Amadeus Property Management System Subscription Product

附加条款和条件

艾玛迪斯物业管理系统订购产品

Pursuant to the Order Form executed by Subscriber and Amadeus, the following additional terms and conditions govern Subscriber's use of the cloud-native Amadeus Property Management System, the Cloud Platform, Hardware, eLearning, Implementation Services, Account Management (collectively the "**PMS Subscription Product**"). These additional terms are an integral part of the Order Form and are legally binding.

根据订户和艾玛迪斯签订的订单, 订户使用艾玛迪原生云物业管理系统、云平台、硬件、电子学习、实施服务、账户管理(统称为"PMS 订购产品")应适用以下条款。附加条款是订单的组成部分, 具有法律约束力。

Article 1 – Definitions

第一条- 定义

Account

Management

means operational remote assistance by Amadeus to assist Users with use of the PMS Subscription Product;

帐户管理: 艾玛迪斯的运营远程协助, 以帮助用户使用 PMS 订购产品

Cloud Platform

means Microsoft Windows Azure datacenters and components that host the PMS Subscription Product;

云平台: 承载 PMS 订购产品的 Microsoft Windows Azure 数据中心和组件

Data Dump

means User specific reservation, account and individual data from the PMS Subscription Product as stored in the Cloud. A Data Dump is delivered in the proprietary Amadeus XML format.

数据转储: 存储在云端的 PMS 订购产品中的用户特定预留、帐户和个人数据。Data Dump 以专有的艾玛迪斯 XML 格式提供。

Distribution

means the distribution of property rates and inventory to third party

分配: 房间价格和可预订信息分配给第三方

Services

Online Travel Agents (OTA) and, optionally, Global Distribution Systems (GDS) and the Pegasus Hotel Content Database (HCD).

服务: 在线旅行代理商 (OTA) 以及可选的全球分销系统 (GDS) 和 Pegasus 酒店内容数据库 (HCD)

eLearning

means the online courses that Amadeus has created to help train Users with the use of the PMS Subscription Product;

电子学习: 艾玛迪斯创建的在线课程, 以帮助培训用户使用 PMS 订购产品

Hardware means the Amadeus Orange Box, which acts as a hardware gateway between property based systems and the PMS Subscription Product in the Cloud;
硬件： 艾玛迪斯 Orange Box，充当物业之间基于云端系统和 PMS 订购产品之间的硬件网关

Implementation

Service means off-site and on-site consultancy by an Amadeus-certified professional to configure the PMS Subscription Product and to provide on-site training services;

实施服务： 由艾玛迪斯认证的专业人员进行非现场和现场咨询，以配置 PMS 订购产品并提供现场培训服务

Technical

Support means technical assistance by Amadeus and third party professionals

技术支持： 艾玛迪斯和第三方专业的技术支持

Article 2 – Cloud Platform

第 2 条 - 云平台

2.1 Amadeus uses the Microsoft Windows Azure PaaS and other services as its platform.

2.1 艾玛迪斯使用 Microsoft Windows Azure PaaS 和其他服务作为其平台。

2.2. The following Azure services are used:

- (a) Azure Cloud Services – used to run the individual PMS Subscription Product processes;
- (b) Azure Virtual Network (optional) – required by some of the branded chain Central Reservation Systems (CRS);
- (c) Azure Service Bus – facilitates the communication between the various layers and instances of the Software;
- (d) Azure SQL Database – underlying database for the PMS Subscription Product;
- (e) Azure Storage – used for various types of storage, like certificates; and
- (f) Azure Websites – used to host the Html5 client of PMS Subscription Product.

2.2 以下 Azure 服务被使用：

- (a) Azure 云服务 - 用于运行单个 PMS 订购产品流程；
- (b) Azure 虚拟网络（可选） - 某些品牌连锁中央预订系统（CRS）所需的；
- (c) Azure 服务总线 - 便于软件各层和实例之间的通信；
- (d) Azure SQL 数据库 - PMS 订购产品的底层数据库；
- (e) Azure 存储 - 用于各种类型的存储，如证书；和
- (f) Azure 网站 - 用于托管 PMS 订购产品的 Html5 客户端。

Article 3 – PMS Subscription Product

第 3 条 - PMS 订购产品

3.1 The PMS Subscription Product is developed for use in a hotel and resort environment

3.1 PMS 订购产品开发用于酒店和度假地。

3.2 For each release of the PMS Subscription product, a minimum set of functionality is defined, which provides the base features that will continue to be available in future releases.

3.2 对于 PMS Subscription 产品的每个版本，定义了一组最小的功能，这些功能提供了将来版本中继续提供的基本功能。

3.3 Amadeus will update the PMS Subscription Product from time to time, maintaining the minimum functionality in each release

3.3 艾玛迪斯会不时更新 PMS 订购产品，并保持每个版本的最低功能。

3.4 Large account customers or hotel brands operating at least 50 properties with the PMS Subscription Product are automatically invited to join the Amadeus Power User Board (APUB). Other customers may apply to become a member of the APUB by taking one of the limited seats available. Amadeus may implement an annual election process to distribute available seats to non-qualifying APUB candidates.

3.4 使用 PMS 订购产品运营至少 50 个物业的大型客户或酒店品牌将被自动邀请加入艾玛迪斯电力用户委员会（APUB）。其他客户可以通过拥有一个有限席位申请成为 APUB 的会员。艾玛迪斯可实行年度选举程序，向不具资格的 APUB 候选人分配可用席位。

Article 4 – Hardware

第 4 条 - 硬件

4.1 Amadeus does make available proprietary Orange Box hardware to facilitate the interface between on-site systems, like PABX, pay-per-view, point-of-sale and keycard systems.

4.1 艾玛迪斯提供专有的 Orange Box 硬件，以促进 PABX、按次付费、销售点和钥匙卡系统等现场系统之间的连接。

4.2 Hardware remains the property of Amadeus.

4.2 硬件是艾玛迪斯的财产。

4.3 Hardware not returned or returned damaged will be charged to Subscriber.

4.3 硬件不退还或损坏由订户承担赔偿责任。

Article 5 – eLearning

第 5 条 - 电子学习

5.1 Amadeus makes available distance learning tools as a part of the Services.

5.1 艾玛迪斯提供远程学习工具作为服务的一部分。

5.2 eLearning is available to all Users.

5.2 电子教学适用于所有用户。

5.3 Prior to using the PMS Subscription Product, Users will have to successfully complete all relevant eLearning modules for their role, as defined by Amadeus.

5.3 在使用 PMS 订购产品之前，用户必须成功完成艾玛迪斯规定的所有相关电子学习模块的学习。

5.4 Amadeus will update eLearning for new releases of the PMS Subscription Product when necessary.

5.4 艾玛迪斯将在必要时更新电子教程，以获取 PMS 订购产品的新版本。

Article 6 – Implementation Services

第 6 条 - 执行服务

6.1 Amadeus offers remote Implementation Services, for a fee, to build and configure the PMS Subscription Product.

6.1 艾玛迪斯有偿提供远程实施服务，用于构建和配置 PMS 订购产品。

6.2 Amadeus offers on-site Implementation Services, at a fee, to finish-up eLearning, oversee data entry, connect property interfaces and provide go-live assistance.

6.2 艾玛迪斯有偿提供现场实施服务，完成电子教学，监督数据录入，连接财产界面并提供上线帮助。

- 6.3 A minimum amount of Implementation Services is mandatory before the Subscriber or Subscriber's Users may use the PMS Subscription Product.
- 6.3 在订户或订户的用户可以使用 PMS 订购产品之前，艾玛迪斯必须提供最低数量的实施服务。
- 6.4 The number of implementation days are agreed upon between the Parties as part of the implementation schedule and set forth on the Order Form.
- 6.4 执行日由双方商定，作为实施时间表的一部分，并在订单上列出。
- 6.5 Any third party cost with regards to changes in the implementation schedule will be borne by the requesting party.
- 6.5 任何因请求变更执行时间表造成的第三方的费用由请求方承担。

Article 7 – Account Management

第 7 条 - 帐户管理

- 7.1 Amadeus offers Account Management to Subscriber and Users.
- 7.1 艾玛迪斯为订户和用户账户管理。
- 7.2 Account Management includes support and coaching to help Users make better use of the PMS Subscription Product.
- 7.2 帐户管理包括支持和指导，以帮助用户更好地使用 PMS 订购产品。
- 7.3 Every User will be assigned an Account Management contact.
- 7.3 每个用户将被分配一个账户管理联系人。
- 7.4 Only Users that have successfully completed the relevant eLearning modules may contact Account Management.
- 7.4 只有成功完成相关电子学习模块学习的用户才能联系客户管理。

Article 8 – Technical Support

第 8 条 - 技术支持

- 8.1 Amadeus offers Technical Support to Subscriber in accordance with the Support Policy.
- 8.1 艾玛迪斯根据支持政策向订户提供技术支持。

Article 9 – Payment card security

第 9 条 - 支付卡安全

- 9.1 Amadeus requires the use of Point-to-Point (P2P) data encryption equipment to prevent the flow of unencrypted payment card data through the Cloud Platform and the PMS Subscription Product.
- 9.1 艾玛迪斯要求使用点对点（P2P）数据加密设备，以防止未加密的支付卡数据通过云平台和 PMS 订购产品泄露。
- 9.2 Point-to-Point encryption is supported by Amadeus for multiple payment processing gateways.
- 9.2 艾玛迪斯支持多点付款处理网关的点对点加密。
- 9.3 In case the Subscriber elects not to use a payment processing gateway, then the use of an external tokenization service is required at the expense of Subscriber.
- 9.3 若订户选择不使用支付处理网关，则需使用外部标记化服务并支付相应费用。

Article 10 – Data Dump

第 10 条 - 数据转储

- 10.1 Article 10 Data Dump:

- (a) A Data Dump in Amadeus' proprietary XML format is available for download at noon on the first day of a Subscription Term renewal at no additional charge.
- (b) Data Dumps are available at other times for a fee, which would be mutually agreed upon by the parties in an Order Form.

10.1 第 10 条数据转储:

- (a) 艾玛迪斯专有 XML 格式的数据转储可以在续订订购期限的第一天中午免费下载。
- (b) 数据转储可在其他时间获取，双方将通过订单商定。

AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.

MASTER SUBSCRIPTION AGREEMENT

艾玛迪斯信息科技（上海）有限公司
总订购协议

Additional Terms and Conditions

附加条款和条件

Sertifi Terms and Agreements for Amadeus Hospitality End-User Terms of Use

关于艾玛迪斯酒店的 Sertifi 条款和协议

最终用户使用条款

Customer acknowledges that the following End-User Terms of Use ("End-User Terms") apply only to the Sertifi online software application set forth on any applicable Order Form ("Sertifi"). The parties agree that in the event that any terms in the Master Subscription Agreement conflict with the terms set forth herein, these End-User Terms shall govern solely with respect to Customer's use of the Sertifi product.

客户承认以下最终用户使用条款（以下简称“**最终用户条款**”）仅适用于订单规定的 Sertifi 在线软件应用程序（以下简称“Sertifi”）。各方同意，如果主订购协议中的条款与本协议规定的条款相冲突，则本协议条款仅适用于客户使用 Sertifi 产品。

1. **Services.** During the term of the Order Form Sertifi shall provide to Customer an internet web-based closing automation solution which allows the Users thereof to create, send, and present to third party email addresses requests for electronic signatures, facilitate document exchange and collaboration on documents, allows Users to electronically sign documents or fax handwritten signatures and facilitate secure transactions to a payment gateway to collect and process payments for the Products offered by Customer via the Software provided by Sertifi (hereinafter referred to as the "Services").

1. 服务。在订单期限内，Sertifi 应向客户提供基于因特网网络的自动化解决方案，该解决方案允许其用户创建、发送并向第三方电子邮件地址提交电子签名请求，以便于文件交换和文件协作，且允许用户通过 Sertifi 提供的软件以电子方式签署文件或传真手写签名，并确保安全交易到支付网关。

2. **Enforcement of Electronic Signatures.** The Services are limited to delivery of documents and capturing and applying electronic and handwritten signatures to documents. Sertifi provides E-Sign Act (Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq.) and UETA (Uniform Electronic Transactions Act) compliant solutions that enables its Customers and their End Users to send and sign documents securely with the same legal equivalency of a handwritten signature. Certain types of documents are excluded from electronic signature laws and various agencies and certain laws may have promulgated specific regulations that apply to electronic signatures and electronic records. The Customer has the sole obligation to determine the enforceability of any particular document signed with an electronic signature, the risks as to the identity of the users signing with the use of electronic signature, to provide each party to a consumer transaction with any disclosure or explanation required by law concerning the utilization of electronic signatures and the use of the Services, to provide paper copies of documents if requested, and to draft its documents to accommodate enforcement of the terms of the documents when signed with electronic signatures. Sertifi does not make and none of its employees, agents or representatives are authorized on behalf of Sertifi to make any representation or warranty as to the enforceability of any document signed with an electronic signature or facsimile signature nor as to coverage of any document under legislation, legality of

legislation, or suitability of its Services or enforceability of documents or transactions that pass through its Services.

2. 电子签名的执行。本服务仅限于提供文件，并采集电子签名和手写签名应用于文件。 Sertifi 提供电子签名法（全球和国家商业法中的电子签名法，15 USC §§7001 等）和 UETA（统一电子交易法）兼容解决方案，使客户及其最终用户能够安全地发送和签署文档，手写签名具有同样的法律等同性。某些类型的文件被排除在电子签名法之外，各机构和某些法律可能已经颁布了适用于电子签名和电子记录的具体规定。客户有义务确定使用电子签名签署的特定文件的可执行性、使用电子签名签署的用户身份的风险。客户有义务向交易的每一方提供法律要求在使用电子签名和服务时需要的披露或解释，根据要求提供文件的纸质副本并起草文件以符合电子签名签署时强制执行文件的条款。 Sertifi 不作出且不授权代表作出任何针对以电子签名或传真签名签署的文件的可执行性的陈述与保证，也不保证任何文件的合法性，或其服务的适用性或通过其服务传递的文件或交易的可执行性。

3. **Rules, Policies and Procedures.** Sertifi may promulgate certain rules, policies and procedures for the use of the Services and Customer shall abide by those rules, policies and procedures for the use of the Services disclosed from time to time by Sertifi to Customer.

3. 规则、政策和程序。 Sertifi 可能会颁布某些使用服务的规则、政策和程序，客户应遵守 Sertifi 不时向客户披露的服务使用规则、政策和程序。

4. **Right to Services.** The rights of Customer to the use of the Services are personal to Customer and neither those rights nor the Order Form shall be transferred, sold, licensed, leased, assigned, conveyed or otherwise permitted to be used, in whole or in part, to or by any person or entity other than Customer without the express written consent of Sertifi which consent may be conditioned or withheld for any reason or no reason in the sole and absolute discretion of Sertifi. Any transfer of substantially all of the assets of the Customer or a transfer of more than one-half of the shares of stock or other equity interest in the Customer shall be deemed an attempted un-permitted transfer of the Order Form.

4. 服务权。客户使用服务的权利属于客户自身，且除非经 Sertifi 明确书面同意，前述权利或订单均不得全部或部分向客户以外的个人或实体进行转让、出售、许可、出租、转让、传送或以其他方式准许使用。转让客户的绝大部分资产或转让客户超过半数的股票股份或其他股权应被视为企图未经许可转让订单。

5. **Data Security, ID, Passwords, Signed Documents and Disclosure of Data.** Sertifi has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Personal Data and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act, and the U.S.-EU Safe Harbor Framework.

5. 数据安全、ID、密码、签名文件和数据披露。 Sertifi 实施了信息安全策略和保护措施，以保护个人数据的安全完整性和机密性，并防止未经授权的访问以及可能的威胁或危害，以符合 Gramm-Leach-Bliley 法案 501 (b) 部分和美国 - 欧盟安全港框架确立的保护客户信息标准机构间指南的要求。

(a) Sertifi shall comply with reasonable industry standards precautions to not disclose Data to persons not a party to the Order Form; except (i) as convenient or necessary to perform the Services, (ii) as convenient or necessary for Sertifi's internal record keeping, internal reporting and support purposes, (iii) to third parties bound by a confidentiality agreement to view Data only for the purpose of assessing Sertifi for a possible acquisition, (iv) a transfer of substantially all of the assets of Sertifi, and (v) as required by law, court order, subpoena, judicial or governmental administrative request or order, or to prosecute or defend the rights of Sertifi in a legal action.

(a) Sertifi 应遵守合理的行业标准预防措施，不得向非订单缔约方披露数据；除非：(i) 为方便或执行服务必要，(ii) 为 Sertifi 内部记录保存、内部报告和支持目的，(iii) 向仅为了评估 Sertifi 可能获得的数据，且受保密协议约束的第三方披露，(iv) 转让 Sertifi 所有实质上的资产；(v) 根据法律、法院命令、传票、司法或政府行政要求或命令，或在法律诉讼中起诉或捍卫 Sertifi 的权利。

(b) Sertifi shall provide mechanisms to provide to Customer information on the alleged identity of the End User signing documents using the Services; such as, email address, captured IP address of End User. Notwithstanding the foregoing, Sertifi does not guaranty nor warrant the identity of any End User. Customer agrees to be solely responsible to determine the identity of the End User and to assess the risk as to the End User with whom the Customer is transacting with and under what terms and as to the trustworthiness of the other parties to its transactions.

(b) Sertifi 应向客户提供有关使用服务的最终用户签署文件的身份信息；如电子邮件地址、最终用户的捕获 IP 地址。尽管有上述规定，Sertifi 并不保证最终用户的身份。客户同意全权负责确定最终用户的身份，并评估与客户进行交易的最终用户的风险以及交易其他方的可信度。

(c) Sertifi utilizes industry standard hashing methods to hash signed documents and makes those hash values available enabling customers to validate the integrity of documents signed and stored through its service. Sertifi shall not be responsible for integrity of documents, for example only and not by way of limitation, for copies stored locally or download and forwarded by Customer or Customer closes its account with Sertifi and its documents and audit trails have been deleted from the server of Sertifi and /or the storage period outlined in Section 11 below has expired. This statement of lack of responsibility shall not be construed to impose liability upon Sertifi for the integrity or encryption of documents or Signature Stamps while in the Service or on the server of Sertifi.

(c) Sertifi 使用行业标准散列方法散列签名文档，并使这些散列值可用，使客户能够验证签署和存储的文档的完整性。对于本地存储的副本或客户下载并转发的文档，或客户在 Sertifi 中关闭其帐户并且其文档和审核记录已从服务器中删除 Sertifi，或下面第 11 节中概述的存储期限已过期（例如但不限于此），Sertifi 不对文档的完整性负责。此缺失责任声明不应被解释为 Sertifi 对在本服务或 Sertifi 的服务器上文档或签名盖章的完整性或加密承担责任。

(d) Customer acknowledges that the Service relies on e-mail notifications to alert Users of signature requests and other information. Customer agrees that Sertifi is not responsible for Users failure to receive or send e-mails.

(d) 客户承认服务依赖电子邮件通知来提醒用户签名请求和其他信息。客户同意 Sertifi 不对用户接收或发送电子邮件失败负责。

6. **Lawful Use, Ethical and Moral Use.** Customer agrees to use and to cause its End Users to use the Services only for lawful and ethical purposes. Customer shall not and shall cause its End-Users not to send unsolicited advertising, viruses or other harmful data using the Services or the Sertifi software or the Sertifi server. In the event Sertifi reasonable believes that Customer or any of its End Users are not in compliance with this provision, Sertifi may (i) immediately suspend Service to the Customer and (ii) may terminate the Order Form upon notice to Customer and (iii) may report unauthorized use to law enforcement authorities. Further, in the event Sertifi reasonable believes Customer or any of its End Users are not in compliance with this provision, Sertifi may delete from its servers all non-compliant information.

6. 合法使用、合理使用。客户同意使用并使其最终用户合法合理使用服务。客户不得使用服务或 Sertifi 软件或 Sertifi 服务器，发送未经请求的广告、病毒或其他有害数据；也不得导致其最终用户使用服务或 Sertifi 软件或 Sertifi 服务器，发送未经请求的广告、病毒或其他有害数据。如果 Sertifi 认为客户或其最终用户不符合本规定，Sertifi 可以 (i) 立即停止向客户提供服务，并且 (ii) 可以在通知客户终止订单，以及 (iii) 向执法机关举报未经授权的使用。此外，如果 Sertifi 认为客户或其最终用户不符合本规定，Sertifi 可从其服务器中删除所有不符合规定的信息。

7. **Storage of Information.** Sertifi shall allow the Customer to download its documents from the Sertifi server at no additional charge to Customer for up to twelve (12) months after a document is signed and the audit trial information for up to twelve (12) months after a document is uploaded to the Services or Sertifi Server. The Customer and Sertifi may agree by a separate writing and the payment by Customer

of an additional charge to extend the storage of document and audit information for up to (7) seven years after a document is signed as long as the account is active and Customer continues to pay for the annual extended storage services charge. Thereafter, Sertifi may delete from its server all documents, audit trails, Data and any other information pertaining to Customer and its activity on the Sertifi server and its use of the Services. Sertifi does not guaranty that it shall store documents, audit trails, Data or any other information thereafter and Customer shall be responsible to make copies of all such information.

7.信息的存储。Sertifi 应允许客户在文件签署后至多十二（12）个月内从 Sertifi 服务器下载文件，并允许客户下载文档上传到 Sertifi 服务器后的十二（12）个月的审计跟踪信息。客户和 Sertifi 可以通过独立的书面文件达成协议，并由客户支付额外费用，以便在文档签署后七年内，只要帐户处于活动状态且客户继续支付年度扩展存储服务费用就延长文档和审计信息的存储时间。此后，Sertifi 可从服务器上删除所有与 Sertifi 服务器上的客户及其活动相关的所有文件、审计线索、数据和其他信息及其使用服务。Sertifi 不负责存储文件、审核记录、数据或任何其他信息，客户应负责复制所有此类信息。

8. **Service Availability.** Sertifi shall use its reasonable commercial efforts to make available to the Customer and its End Users the Services. Customer agrees that factors beyond the reasonable commercial control of Sertifi may cause the Services to be unavailable to Customer and its End Users. In addition, Sertifi frequently updates software, backs up Data and performs maintenance during which times the Service will not be available to the Customer and its End Users.

8.服务可用性。Sertifi 将尽合理的商业努力向客户及其最终用户提供服务。客户同意，超出 Sertifi 合理商业控制范围的因素可能导致客户及其最终用户无法使用服务。此外，Sertifi 更新软件、备份数据并执行维护，在上述期间客户及其最终用户无法使用该服务。

9. **Intellectual Property.** The Service contains service marks, trademarks, copyrighted material, text, graphics, logos, images, software and icons and other intellectual property as well as proprietary information and confidential information owned by or under license to or otherwise controlled by Sertifi (hereinafter sometimes referred to as "Intellectual Property"). Customers shall not use and shall cause its End Users not to use the Intellectual Property except for the sole purpose of using the Services for their intended purpose. In particular and in limitation of the obligation of this provision, Customer shall not and shall cause it End Users not to use the name "Sertifi" except for the sole purpose of using the Services for their intended purpose.

9.知识产权。本服务包含由 Sertifi 拥有或获得许可或以其他方式控制的服务标记、商标、版权材料、文本、图形、徽标、图像、软件和图标以及其他知识产权以及专有信息和机密信息（以下有时称为“知识产权”）。客户不得使用或使其最终用户使用知识产权，除非仅用于服务的目的。特别是本规定限制义务的情况下，客户不得使用或使其最终用户使用“Sertifi”这一名称，除非仅用于服务的目的。

10. **Disclaimer of Warranties.** NOTWITHSTANDING ANY PROVISION OF THE ORDER FORM TO THE CONTRARY, THE SERVICE IS SUBSCRIBED AND USED BY AND PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS. NEITHER SERTIFI, NOR ANY OWNER, MEMBER, MANAGER, EMPLOYEE, AGENT AND/OR PROVIDER OF THE SERVICE, MAKES ANY REPRESENTATION AND/OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE, OR THE HARDWARE OR SOFTWARE UTILIZED OR ACCESSED IN CONNECTION WITH THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY WARRANTY THAT PROVISION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. SERTIFI FURTHER DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH HEREIN. SERTIFI DOES NOT WARRANT THE SERVICE OR THAT ANY OR ALL ERRORS IN THE SERVICE WILL BE CORRECTED. SERTIFI DOES NOT WARRANT THAT INFORMATION, DATA OR DOCUMENTS WILL NOT BE LOST, TAMPERED WITH OR DELETED. NO OBLIGATION, WARRANTY, REPRESENTATION OR COURSE OF DEALINGS STANDARD SHALL ARISE OUT OF SERTIFI PROVIDING OR NOT PROVIDING THE SERVICE.

IN FURTHERANCE HEREOF AND WITHOUT LIMITATION, USE OF THE SERVICE AND THE HARDWARE AND SOFTWARE UTILIZED OR ACCESSED IN CONNECTION WITH THE SERVICE IS AT CUSTOMER'S SOLE RISK.

10. 免责声明。即使订单的规定与此相反，本服务（可能包含瑕疵）“按现状”由客户订购、使用并且提供给顾客。无论 SERTIFI，还是所有者、会员、管理人员、员工、代理或服务提供商，均不作任何明示或默示的陈述及担保，不论是与服务、硬件、软件使用，或访问与服务有关的信息，包括但不限于对适销性、特定用途的适用性、服务的提供不会中断或服务没有错误的担保。SERTIFI 否认所有未在此明确规定的保证。SERTIFI 不保证服务或服务中有错误都会得到纠正。SERTIFI 不保证信息、数据或文档不会丢失、被篡改或删除。无论 SERTIFI 是否提供服务不影响其义务、保证、陈述或交易标准。此外，客户自行承担使用服务和与服务有关的硬件和软件的风险。

11. Limitation of Liability. IN NO EVENT SHALL SERTIFI OR ANYONE ELSE INVOLVED IN PROVIDING THE SERVICE BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST PROFITS, PRESENT AND FUTURE, THE COST OF COVER OR LOSS OF USE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OR REGULATION, FAILURE OF CONSIDERATION, OR OTHER BASIS, ARISING OUT OF THE PROVISION OF THE SERVICE HEREUNDER.

11. 责任限制。在任何情况下，SERTIFI 或涉及提供服务的其他方都不会对任何形式的实际的、直接的、结果性的、特殊的、偶然的或相应的损害赔偿负责（包括但不限于收入损失、利润损失、现有与预计的损失），无论是否由于提供本服务而产生的违约、违反保证、明示或默示、主动或被动疏忽、故意或过失的侵权行为、严格赔偿责任、违反法令、条例或法规或其他情形。

IN FURTHERANCE OF THE FOREGOING AND WITHOUT LIMITATION, SERTIFI WILL HAVE NO LIABILITY FOR DATA STORED OR USED WITH THE SERVICE, INCLUDING COSTS OF REPAIRING, REPLACING, OR RECOVERING SUCH DATA. WITHOUT LIMITATION OF ANYTHING SET FORTH IN THE ORDER FORM, CUSTOMER FURTHER AGREES THAT SERTIFI SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER'S TRANSMISSION(S), ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY EXPENSES, DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSIONS, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF DATA, AND/OR FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM ANY SUCH ACTS, OMISSIONS OR EVENTS, INCLUDING, WITHOUT LIMITATION, LOST INCOME, LOST PROFITS, PRESENT AND FUTURE, THE COST OF COVER OR LOSS OF USE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, EXPRESS OR IMPLIED, ACTIVE OR PASSIVE NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, STRICT LIABILITY, VIOLATION OF STATUTE, ORDINANCE OF REGULATION, FAILURE OF CONSIDERATION, OR OTHER BASIS.

在任何情况下，SERTIFI 对于存储于或使用本服务的数据不承担任何责任，包括修复、更换或恢复此类数据的费用。客户同意，若未经授权访问或更改其发送接收或未发送接收的材料或数据导致中断、删除、缺陷、延迟操作或传输、计算机病毒、通信线路故障、盗窃或破坏数据，SERTIFI 不承担任何损害赔偿 responsibility，无论此类责任是否由于违反合约、违反保证、明示或默示、主动或被动疏忽、故意或过失的侵权行为、严格赔偿责任、违反法令条例，缺乏对价或其他情形。

TO THE EXTENT A COURT OF COMPETENT JURISDICTION FINDS THE TERMS OF THIS SECTION UNENFORCEABLE OR OTHERWISE IMPOSES LIABILITY UPON SERTIFI IN FAVOR OF CUSTOMER, SERTIFI SHALL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF AN AMOUNT EQUAL TO THE E-SIGN ROOM

ONE-TIME SOFTWARE SERVICE SET-UP FEE PLUS THE E-SIGN ROOM ONE-TIME CUSTOMIZATION SET-UP FEE PLUS THREE MONTHS OF THE MONTHLY SERVICE FEE.

在某些情况下，即使司法辖区法院判定本条款不能强制执行或以其他方式支持客户，SERTIFI 也不对任何超出 E-SIGN ROOM 一次性软件服务设置费加 E-SIGN ROOM 一次性定制设置费加上三个月的月费服务费总额的损害负责。

15. **Indemnification.** Customer and Sertifi agree that they will indemnify and hold harmless each other, all of its affiliated or parent or subsidiary companies or corporations, and all of the aforesaid entities' officers, directors, and employees from and against any loss, liability, claim, or expense (including reasonable costs of investigation and reasonable attorneys' fees) arising out of any breach by Customer or Sertifi of any of its material obligations, representations, or warranties contained in the Order Form or arising from Customer's or Sertifi's negligence, gross negligence, or willful misconduct.

15. 赔偿。客户和 Sertifi 同意，若因一方违反其在订单中包含的重大义务、陈述或保证，或因一方疏忽、重大过失或故意的不当行为导致另一方遭受损失，该方将赔偿对方及其关联公司、以及上述所有实体的高级职员、董事和雇员的损失、索赔（包括合理的调查费用和合理的律师费）。

16. **Witness Charges.** In the event Sertifi or any of its employees or other agents are called to testify as a witness or called to provide as a witness any documentation or information in a judicial or administrative proceeding in which the Customer or its End User is a party and Sertifi is not a party, Customer shall pay Sertifi a per diem fee equal to one hundred and fifty percent of the compensation paid by Sertifi to employee(s) who work on the production of the testimony or provide the documentation or information plus all travel, lodging and meal expenses of such employee(s).

16. 证人收费。如果 Sertifi 或其任何员工或其他代理人被要求作为证人作证或要求在司法或行政程序（客户或其最终用户为当事人，Sertifi 非当事人）中作为证人提供文件或信息，客户应向 Sertifi 支付相当于 Sertifi 向作证的员工支付的赔偿金的百分之一百五十的费用，并由客户提供文件、信息以及所有差旅膳食费用。

17. **Entire Agreement and Effect of Partial Invalidity.** The Order Form and the exhibits and attachments hereto constitute the entire agreement between Sertifi and the Customer and supersedes all prior agreements and understandings and representations and warranties, whether oral or written. The invalidity of any portion of the Order Form will not, and shall not, be deemed to affect the validity of any other provision. In the event that any provision of the Order Form is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

17. 完整协议和部分无效的影响。订单以及附表和附件构成了 Sertifi 与客户之间的完整协议，并取代此前无论是口头或书面形式的所有协议、合约以及陈述和保证。订单的部分无效不会影响其他条款的有效性。如果订单的条款被认定为无效，双方同意其余条款仍具有完全效力。

18. **Section Headings.** The titles to the Sections of the Order Form are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Order Form.

18. 章节标题。订单小节的标题仅供当事人方便查阅，不得用于解释、修改、简化或帮助解释本订单的条款。

19. **No Party to be Deemed Draftsman.** If an ambiguity shall appear in the Order Form, such ambiguity shall not be resolved by interpreting the Order Form against any party as the draftsman. The language of the Order Form shall be interpreted simply according to its fair meaning.

19. 缔约方均不视为起草人。如果订单中出现模棱两可的情况，缔约方不得通过作为起草人解释订单以解决存在歧义的问题。订单的语言应该简单地按公平原则来解释。

20. **Relationship of the Parties.** The Order Form shall neither be construed as creating a relationship of principal and agent between the parties to the Order Form, nor creating a partnership, joint venture or

association of any kind between the parties. It is the purpose and intent hereof to create only a contractual relationship between the parties.

20. 缔约方的关系。订单目的和意图是建立双方之间的合同关系，不应被解释为在订单的各缔约方之间建立委托人与代理人的关系，也不应被视为各方之间构成任何形式的合伙、合资企业或联合。

21. **No Waiver.** The failure of any party to the Order Form to insist upon the performance of any of the terms and conditions of the Order Form, or the waiver of any breach of any of the terms and conditions of the Order Form, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

21. 禁止弃权。订单的缔约方未能坚持履行订单的任何条款和条件，或履行订单中的任何条款和条件不当，不应被解释为放弃此类条款和条件，此类条款和条件应继续保持完全效力。