

## 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/表

(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: identification of the (i) Subscription Product and associated fees (“**Subscription Fees**”), (ii) Services and associated fees (“**Service Fees**”); (iii) subscription term for each applicable Subscription Product (“**Subscription Term**”), and (iv) such additional terms and conditions as may be mutually agreed upon by Amadeus and Customer.

(a) 客户根据本协议与艾玛迪斯签署订单（“订单”或“订单表”）订购艾玛迪斯提供的任何订购产品（以下简称“订购产品”）和专业服务（以下简称“服务”）。每个订单包括：(i) 订购产品和相关费用（以下简称“订购费用”）；(ii) 服务和相关费用（以下简称“服务费用”）；(iii) 每个适用的订购产品的订购期限（以下简称“订购期限”）；(iv) 艾玛迪斯和客户确定的附加条款和条件。

(b) Orders are non-cancellable.

(b) 订单不可取消。

## 2. License Grant to Subscription Product.

### 2. 订购产品的许可授予

(a) Subject to compliance with this Agreement, Amadeus grants Customer, for each applicable 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 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) 在遵守本协议的前提下，艾玛迪斯授予客户在每个适用的订购期限内不可转让、非独占和不可转授权的访问和使用订单中规定的订购产品的权利。每个订购产品为许可使用，而非出售。订购产品包括向客户提供的与订购产品相关的所有软件、文本、图形、图像、音频和视频信息、在线教程、文档、规范和材料。

(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**.

(b) 除非订单另有规定，艾玛迪斯将根据附件一中规定的服务水平提供订购产品供客户使用。

(c) 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)**”).

(c) 订购产品只能用于客户物业内部商业目的，并且只能在订单指定的地点使用（“物业”）。

(d) 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.

(d) 订购产品只能由客户授权代表客户访问订购产品的客户员工和代理使用（以下简称“授权用户”）。如果订购产品是在每个房间内获得许可（以下简称“授权房间”），则授权用户的最大数量和房间的最大数量均不得超过订单中授权的适用数量。

(e) 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 the Subscription Product. New User Accounts may be set up for new Authorized Users in replacement of User Accounts that have been de-activated for former Authorized Users who are no longer permitted access to Subscription Product.

(e) 每个授权用户必须拥有唯一的用户 ID 和密码组合（以下简称“用户帐户”）以使用订购产品。多个个人不得共享用户帐户。客户对其用户帐户发生的所有活动负责，管理与每个用户帐户关联的所有权利，并在授权用户的劳动关系或代理关系终止时或个人不再需要访问订购产品时停用该用户账户。可以为新的授权用户设置新的用户帐户，以替换已停用的前授权用户的用户账户。不得允许前授权用户再次访问订购产品。

(f) Amadeus shall have the right to monitor and audit Customer's user count, storage use, and other Subscription Product usage.

(f) 艾玛迪斯有权监控和审核客户的用户数量、存储使用情况和和其他订购产品的使用情况。

### 3. Support and Modern Life Cycle Policy.

#### 3. 支持和现代生命周期政策。

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 in accordance with the Amadeus' Modern Life Cycle Policy as updated from time to time and published on Amadeus' **Web-Site**. In the event that a Subscription Product is discontinued Amadeus will use commercially reasonable efforts to provide a minimum of twelve (12) months notification before the Subscription Product will no longer be available.

根据不时更新的适用的订购产品支持程序和指南（以下简称“支持政策”），艾玛迪斯将为订购产品提供支持。支持政策可依要求提供。支持包括提供更新、升级、错误修复、修补程序和其他错误更正（统称为“更新”）。艾玛迪斯可自行决定开发和提供更新，但没有义务开发和提供更新。艾玛迪斯应根据艾玛迪斯的现代生命周期政策为所有订购产品提供支持，该政策应不时更新并在艾玛迪斯的网站上发布。如果订购产品被终止，艾玛迪斯将尽商业上合理努力，在订购产品不再可用之前至少十二（12）个月发出通知。

### 4. Ordering Services

#### 4. 订购服务

(a) If Customer orders any Services related to the Subscription Products, including but not limited to implementation, training, and 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，则适用本第4条的规定。

(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 and necessary 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 in accordance with Amadeus Travel and Expense Policy.

(b) 艾玛迪斯将提供服务，客户将向艾玛迪斯支付订单中指定的费用。客户还将补偿艾玛迪斯在履行服务过程中实际发生的所有合理和必要的自付费用，包括但不限于根据艾玛迪斯差旅支出政策所支付的差旅费、每日津贴和里程费。

(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, which shall be available upon request. Amadeus and Customer will mutually agree to proceed before any overtime charges are incurred.

(c) 服务将在正常营业时间内提供。应客户要求，在假期、周末或一天内超过九（9）小时完成的任何工作将按艾玛迪斯的现行加班费率收取加班费。现行加班费率可依要求提供。艾玛迪斯应在产生任何加班费之前，取得客户的同意后方可继续服务。

(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) 客户知晓艾玛迪斯需提前调配资源，且若计划的服务在预定的服务日期前三十（30）天内由于i)客户原因；或ii)客户延迟或未为服务准备好被取消、延迟或重新安排，艾玛迪斯将支出大量费用，包括这些资源的时间成本。因此，如果发生任何此类取消、延迟或重新安排，艾玛迪斯可以：i) 如果艾玛迪斯不能将资源重新安排至另一个客户的收费项目，可将取消费用评估为计划服务总价的80%；ii) 向客户收取任何不可退还的航空公司费用、变更费或其他因延误而未使用的不可退还的差旅费。

(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) 如果客户拖欠对艾玛迪斯的任何无争议的款项，艾玛迪斯有权暂停或重新安排任何服务。

## 5. Fees and Payment.

### 5. 费用和付款。

(a) Subscription Fees, Service 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、开票和付款条件。每次续订的订购费用将按续订时艾玛迪斯的现行费率计算。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%); and/or ii) electric power utility costs are increased by more than five percent (5%). In such event, such increase shall be effective upon the earlier of either (i) the then next Subscription Term renewal or (ii) twelve (12) months following Amadeus' notice of the increase.

(b) 尽管有第5条(a)款的规定，由于艾玛迪斯在提供订购产品时产生的下列费用的增长，艾玛迪斯仍会增加订购费用：i) 艾玛迪斯因任何第三方软件或服务产生的费用或收费增加5%以上；和/或ii) 电力使用成本增加5%以上。在这种情况下，订购费用的增加应在(i)当时的下一次订购期限续订或(ii)艾玛迪斯通知增加后十二(12)个月中的较早时间生效。

(c) All sales will be billed in U.S. dollars unless otherwise specified in the Order. Any past due amounts older than sixty (60) days and not subject to a good faith dispute, will bear interest at the maximum permitted by law. 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) 除非订单另有规定，否则所有销售将以美元计费。任何逾期超过六十(60)天的到期款项，无争议的逾期款项，将按法律允许的最高利息计息。所有费用不包括所有由税务部门征收的税款(包括增值税)，客户将承担这些费用，但不包括仅基于艾玛迪斯收入征收的税费。

## 6. Confidentiality.

### 6. 保密

(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) 双方可获得彼此的机密信息(以下简称“机密信息”)。机密信息包括：任何标记或以其他方式识别为机密的信息，或根据信息的性质和披露情况(无论是在本协议签订之前还是之后披露的信息)应合理地理解为保密信息，包括本协议和每个订单的条款和条件，包括定价信息；包括与任何一方的业务前景、战略、业务目标、商业交易、财务安排、业务、系统和组织、方法、标准、规格、概念、想法、计划、项目、程序、程序或程序、商业秘密、专有技术、清单、注释、图纸、报告、软件、数据库、开发方法、系统设计有关的任何种类的商业或技术信息和数据；本协议中的或与本协议有关的任何其他信息。

(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) 机密信息不应包括以下任何信息：(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) 未使用或参考披露方的机密信息、由接收方独立开发的信息；(iv) 由不受披露方保密义务约束的第三方向接收方披露的信息。

(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 use commercially reasonable efforts, and at least the same degree of care that a party uses with respect to its own Confidential Information, 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. 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 not competitors of Amadeus with respect to the Subscription Products and/or Services and 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) 各方的机密信息只能由另一方用于履行其在本协议项下的权利和义务。各方同意使用商业上合理努力，并且至少使用对己方机密信息所使用的相同的谨慎程度，以维护机密信息的机密性，并将另一方机密信息的任何一部分作为商业秘密加以保护，防止任何未经授权人的复制、使用、分发或转让此类信息的行为。披露方的保密信息仅能由接收方向接收方的高管、雇员、代理人、保险公司和专业顾问披露，这些人员“有必要”了解保密信息并且已被告知保密信息的保密性质，此类第三方在订购产品和服务方面不是艾玛迪斯的竞争对手，并受与本协议一致的保密义务的约束。在不限制上述规定的情况下，任何一方都不允许其任何人员删除披露者提供的任何材料中包含的任何专有的或其他说明性的或限制性通知。除本协议明确授权外，接收方不得允许其人员复制任何此类材料。各方可秘密向该方业务的任何部分的潜在购买者或潜在购买者任何业务的继承方（继承方由重组、分拆或出售潜在购买者的任何业务、部门或集团的全部或部分资产而产生）披露本协议和每项订单的存在和条款。

(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) 如果接收方被任何法院或有权发出此种命令的任何机构的合法命令要求披露披露方的机密信息，接收方应迅速将任何此类命令通知披露方，以便披露方采取合理措施限制进一步披露，包括获得保护令或其他确保保密信息将获得保密处理的合理保证。如果在没有保护令的情况下，接收方因法律强制披露披露方的机密信息，接收方将仅能披露法律要求披露的此类机密信息的部分。本协议终止后，各方应迅速归还或销毁其所掌握的所有另一方的机密信息，并提供此类返还或销毁的书面证明。

(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) 如果接收方违反本条款披露或使用(或威胁披露或使用)披露方的任何机密信息，披露方除有权寻求其可用的任何其他救济外，还有权寻求禁止这种行为的强制性救济。各方特别认可任何其他可用的救济都是不充分的。

## 7. Proprietary Rights in Subscription Products.

### 7. 订购产品的专有权利。

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' Subscription 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).

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## 8. Customer Data and Proprietary Rights.

### 8. 客户数据和专有权利。

(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 and Amadeus 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**") will be treated as proprietary to Customer and may be Customer's Confidential Information. (a) 客户负责获取、维护和支付计算机系统、电信服务以及使用订购产品所需的所有其他硬件或软件的所有费用。客户和艾玛迪斯将遵守美国和其他适用于订购产品的政府的所有数据隐私法律。客户输入或使用订购产品的所有信息，包括有关客户资产（以下简称为“客户数据”）的信息，均为客户专有信息，并且可能是客户的机密信息。

(b) Customer hereby grants to Amadeus the right to copy, aggregate and use Customer Data and all other information collected about or from Customer, Subscription Product users, their representatives, and trading partners and to fulfill Amadeus' obligations under this Agreement. Notwithstanding the foregoing or anything in Section 8, Customer grants Amadeus a license to compile and use aggregated and/or anonymized information and data obtained through use of the Subscription Products for any lawful commercial purposes; provided, however, that Amadeus does not disclose any non-public personal information or use such information or data in violation of applicable laws.

(b) 客户特此授予艾玛迪斯许可，以复制、集合和使用客户数据以及从客户、订购产品用户、其代表和贸易合作伙伴收集的所有其他信息，使艾玛迪斯履行其在本协议下的义务。尽管有上述或第8条的规定，只要艾玛迪斯不披露任何非公开的个人信息，不违反适用法律使用此类信息或数据，客户授予艾玛迪斯许可，为任何合法的商业目的的汇编和使用通过订购产品获得的汇总和/或匿名信息和数据。

(c) Amadeus maintains administrative, physical, and technical safeguards to help protect 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.

(c) 根据艾玛迪斯的隐私政策及适用的隐私法律和法规，艾玛迪斯提供行政、物理和技术保障措施，以帮助保护客户数据的安全性、保密性和完整性。客户同意艾玛迪斯对在订购产品之外传输或存储的客户数据的隐私性、安全性或完整性不承担任何责任。

(d) Amadeus reserves the right to place reasonable limits on the amount of disk storage capacity for Customer Data.

(d) 艾玛迪斯保留对客户数据的磁盘存储容量进行合理限制的权利。

(e) 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 expiration or 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.

(e) 客户确认艾玛迪斯可以在订购期限到期或终止后三十(30)天内不可挽回地删除所有客户数据。客户负责提取所有客户数据，或根据本款与艾玛迪斯协商提取客户数据。在任何一方终止订购期限时，如果客户在到期或终止日期后三十(30)天内提出书面要求并且其未违反本协议项下的任何义务，艾玛迪斯应在请求后的十五(15)个工作日内以其合理选择的文件格式向客户提供客户数据。

(f) 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.

(f) 如果艾玛迪斯将其专有软件的任何部分(如数据库架构)和客户数据一并提供, 则根据本协议, 此类专有软件应为机密信息。

## 9. Termination.

### 9. 终止。

(a) Customer may terminate the Subscription Term for any Subscription Product (i) by providing written notice if Amadeus 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 Customer specifying the default, or (ii) by providing notice in accordance with the terms and conditions of the Order under which such Subscription Product was purchased of any applicable renewal Subscription Term(s).

(a) 客户可以通过以下方式终止任何订购产品的订购期限: (i) 如果艾玛迪斯实质性违反本协议或任何订单规定的任何义务, 并且未能在收到客户指出违约行为的书面通知之日起30天内纠正此类违约行为, 则客户可以通过提供书面通知终止任何订购产品的订购期限; 或者(ii) 根据购买订购产品的订单条款和条件在续订期发出通知。

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

(b) 如有以下情形, 艾玛迪斯可以通过提供书面通知的方式暂停或终止本协议和/或任何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) 如果客户实质性违反本协议或任何订单规定的任何义务, 且未能在收到艾玛迪斯 指出违约行为的书面通知后三十(30)天内纠正此类违约行为;

(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"; and/or

(ii) 如果客户拖欠艾玛迪斯的支持、服务、订购产品、差旅费用, 或拖欠艾玛迪斯或艾玛迪斯“关联公司”的任何其他费用; 和/或

(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) 如果客户发生破产事件。破产事件指: i) 客户终止、清算或解除其业务或处置其大部分资产; ii) 客户自愿或非自愿成为任何破产、资不抵债、重组或其他类似程序的主体, 而这些程序在六十(60)天内未被撤销; 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 (and certify such destruction) all documentation and Amadeus Confidential Information; and (iii) upon Amadeus' request, provide written certification of compliance with the foregoing.

(c) 订购产品的订购期限的到期或终止将自动终止客户使用订购产品的许可。客户将(i) 立即停止使用订购产品; (ii) 根据艾玛迪斯的选择, 归还或销毁(并核实此种销毁)所有文件和艾玛迪斯的机密资料; (iii) 应艾玛迪斯的要求, 提供符合上述规定的书面证明。

(d) Each party's rights and obligations set forth in Section 4 (for amounts accruing prior to expiration or termination), Sections 5 through 13 inclusive, and Sections 14(a), (b), (c), (d), (i), (j), (k), (l), (m), and (n) survive expiration or termination of each Subscription Term and this Agreement.

(d) 第4条(到期或终止前累积金额), 第5至第13条, 以及14(a)、(b)、(c)、(d)、(i)、(j)、(k)、(l)、(m) 规定的各方权利和义务, 在本协议和每个订购期限到期或终止后继续有效。

## 10. Representations and Warranties/Other Obligations.

### 10. 陈述和保证/其他义务。

(a) Customer represents and warrants that (i) it has the authority to (a) enter into this Agreement ; (b) grant Amadeus the licenses and permissions described herein; (ii) it has obtained and will maintain all necessary approvals and consents from any persons or entities that have a proprietary interest in the information in Customer's Subscription Product database/instance to enable Amadeus to perform its obligations hereunder; (iii) all 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; and (iv) Customer Data will not infringe on any copyright, patent, trade secret or other proprietary right held by any third party.

(a) 客户陈述并保证 (i) 其有权 (a) 签订本协议； (b) 授予艾玛迪斯本协议中所述的许可； (ii) 对于拥有客户订购产品数据库/实例中的信息所有权的任何个人或实体，客户已获得并将维持此类个人或实体的所有必要批准和同意，使得艾玛迪斯能够履行本协议下的义务； (iii) 客户提供的信息均为真实、完整和准确的，如有任何更改，客户将通知艾玛迪斯，并在订购期限内保持这些信息的真实、完整和准确； (iv) 客户数据不会侵犯任何第三方拥有的任何版权、专利、商业秘密或其他专有权利。

(b) 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.

(b) 客户不得以违反其在本协议下的权利、违反任何法律或被合理地视为淫秽、诽谤、骚扰、冒犯或恶意的方式使用订购产品。

(c) Customer will (i) make all disclosures to all persons to whom Customer sends messages using the Subscription Products and (ii) obtain all necessary consents from such persons, as may be required by applicable law and by Customer's policies or agreements with consumers.

(c) 客户将 (i) 客户将向使用订购产品发送信息的所有人进行披露，并 (ii) 根据适用法律和客户政策或消费者协议的可能要求，获得这些人员的所有必要同意。

(d) Amadeus represents and warrants that (i) it has full power and authority to enter into the Agreement and provide the Subscription Product, (ii) it will perform any services hereunder in a professional and workmanlike manner, (iii) that the Subscription Product(s) will perform substantially in conformance with the online help documentation under normal use and circumstances, and (iv) it will comply with laws applicable to Amadeus in its capacity as a provider of the Subscription Products and Services covered by this Agreement.

(d) 艾玛迪斯陈述并保证 (i) 其拥有签署本协议和提供订购产品的全部权力和权限； (ii) 其将专业、尽职尽责地提供本协议下的任何服务； (iii) 订购产品在正常的使用及环境下与在线帮助文档兼容；并且 (iv) 其将以本协议规定的订购产品和服务提供商的身份遵守约束艾玛迪斯的法律。

(e) EXCEPT FOR THE EXPRESSED REPRESENTATIONS AND WARRANTIES DESCRIBED IN THIS SECTION, BOTH PARTIES DISCLAIM 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 AMADEUS DOES NOT WARRANT THAT THE SUBSCRIPTION PRODUCTS WILL BE 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.

(e) 除本部分所述的双方明示的陈述和保证外，双方否认所有明示或暗示的保证，包括适销性、特定用途的适宜性、所有权、不侵权、质量满意度、互通性或安全性的暗示保证，和其它产生于行业惯例或交易习惯的任何保证。艾玛迪斯对订购产品生成的数据库中提取的数据使用不做任何保证。艾玛迪斯不保证订购产品将未干预或无错误地运行，或取得客户所预测的任何结果。除非另有明确规定，艾玛迪斯不会声称提供本协议项下或与服务或订购产品有关的任何法律、税收或会计建议。

(f) Because of performance degradation and information security risks, Customer may not (and may not have a third party do so on its behalf) perform manual or automated penetration tests, vulnerability assessments, scans or similar computer system tests of any nature on Amadeus' systems without prior written approval of Amadeus.

(f) 客户不能（也不能让第三方代表自己这样做）因为性能退化及信息安全风险，不经艾玛迪斯事先书面同意而对艾玛迪斯系统的任何性质手动或自动进行渗透试验，脆弱性评估，扫描或类似的电脑系统试验。

## **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 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。艾玛迪斯将支付任何此类诉讼最终判定的所有费用和损害赔偿或艾玛迪斯达成的任何和解金。艾玛迪斯在本条下的义务以如下行为为前提：i) 客户及时提供索赔的书面通知；(ii) 客户给予艾玛迪斯辩护与和解的唯一控制权；(iii) 客户不采取任何损害艾玛迪斯辩护能力的行动；和iv) 客户应艾玛迪斯的合理要求，向其提供合作和信息。对于客户在未经艾玛迪斯事先书面批准的情况下达成的任何和解，或艾玛迪斯未被授予辩护控制权的任何诉讼形成的判决，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) 艾玛迪斯对于基于以下原因的任何索赔不承担任何责任：(i)违反本协议使用任何订购产品；(ii)订购产品与艾玛迪斯未提供或未指定的软件、硬件或其他材料的任何组合；(iii)艾玛迪斯遵守由客户或客户代表提供的设计、计划或规格仍导致的侵权索赔；(iv)在艾玛迪斯建议因可能或实际侵权需终止任何订购产品后，客户继续使用该产品；或(v)使用任何订购产品的被取代或更改版本，此类侵权可通过使用艾玛迪斯提供给客户的订购产品的当前或未经更改版本来避免。

(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) 如果任何订购产品的使用被禁止或者艾玛迪斯合理地相信任何订购产品的使用可能被禁止，艾玛迪斯可以根据其选择(a)获得客户继续使用订购产品的权利；或(b)替换或修改订购产品，使其不再侵权；或者(c)（如果a或b都无法合理地完成）终止客户使用订购产品的许可，并对在终止日期之后已预付的订购费用进行按比例退款。

(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) 本条规定了对于任何形式的知识产权侵权索赔的客户的唯一救济和艾玛迪斯的全部责任。

## 12. Force Majeure.

### 12. 不可抗力。

Except for the obligation of payment, neither party shall be liable for non-performance prevented or delayed by strikes or labor unrest, delay in transportation, delay in delivery by suppliers, fire, civil disobedience, wars, acts of governments, unavailability of power or other utilities, criminal acts of third parties (crimes affecting computers, networks or systems, computer-related extortion, fraud and forgery, and unauthorized access to or interference with data, identity theft, software and media piracy, web-site vandalism, release of viruses and worms, denial of service attacks, invasion of privacy, cyber-spying and illegal hacking) or acts of God (hurricane, tornado, flood, earthquake) ("**Force Majeure Events**") In the event Force Majeure Events prevent provision of the Subscription Product for more than sixty (60) 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.

除付款义务外，任何一方均不对因罢工或劳工骚乱、运输延误、供应商延迟交货、火灾、公民不服从、战争、政府行为、电力或其他公共设施无法使用、第三方的犯罪行为（包括影响计算机、网络或系统的犯罪、与计算机有关的勒索、欺诈和伪造以及未经授权访问或干扰数据、身份盗窃、软件和媒体盗版、网站破坏、发布病毒和蠕虫、拒绝服务攻击、侵犯隐私、网络间谍和非法黑客攻击或天灾（飓风，龙卷风，洪水，地震）（“不可抗力事件”）而造成的不履约或延迟履约行为负责。。如果不可抗力事件导致连续六十(60)天以上无法提供订购产品，客户的唯一救济是提前三十(30)天书面通知艾玛迪斯终止适用于订购产品的订购期限。在这种情况下，任何一方都不对因未能根据本协议履约而产生的处罚或损害承担责任，但艾玛迪斯应按比例向客户退还任何预付但未使用的订购费。本条规定不得改变、删除或修改双方在本协议下的任何义务(例如付款义务)，而只能作为延迟履行这些义务的理由。

## 13. Limitation on Liability.

### 13. 责任限制。

(a) The parties agree that, to the fullest extent permissible under law, in no event shall a party be liable to the other for any consequential, indirect, special or punitive damages, or any damages for loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, lost profits, 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. In the event of loss or corruption of Customer Data, Amadeus' liability is limited to using commercially reasonable efforts to restore Customer Data within the Subscription Product to the status of Amadeus' most recent uncorrupted back-up of the Subscription Product database. This Section shall apply notwithstanding any failure of essential purpose of any limited remedy.

(a) 双方同意在法律允许的最大范围内，一方在任何情况下都不对另一方因本协议或订购产品而产生的任何间接、特殊或惩罚性损害赔偿，或商业、合同或商业机会损失，或对商誉或声誉的损害或损失，利润损失，积蓄损失，数据、数据库或软件丧失使用价值、丢



失损坏) 承担任何责任, 无论此类损失或损害是因合同、侵权、疏忽、违反法定义务或其他形式的诉讼, 即使损失或损害是可预见的, 或者该方已被告知这种损失或损害的可能性。如有客户数据的丢失或损坏发生, 艾玛迪斯的责任限于尽商业上合理的努力, 在订购产品中修复客户数据至最近的未损坏的艾玛迪斯订购产品数据库的状态。如任何有限补救措施未实现其根本目的, 本条仍适用。

(b) The parties agree that except for (i) the amounts payable to Amadeus hereunder, (ii) sums owed for indemnity obligations under Section 11 (iii) damages due to personal injury or property damage, (iv) damages due to a party's willful misconduct, and (v) damages for breaches of confidentiality (not including damages for Data Breach which is dealt with separately below), the total liability of either party to the other for damages under this Agreement, including damages for Data Breach, arising out of or relating to the provision, access to and/or use of

(x) a Subscription Product will not exceed the prior twelve (12) months of Subscription Fees paid by Customer to Amadeus for such Subscription Product less any damages paid out for prior liability events, for any and all claims in the aggregate arising out of or relating to such Subscription Product, and

(y) a Service, will not exceed the fees paid or payable by Customer to Amadeus for such Service, for any and all claims in the aggregate arising out of or relating to such Service.

For clarification, any claim that may be characterized as both a Data Breach and a breach of Section 6 (Confidentiality), shall be subject to the caps stated in subsection (x) and (y) of this paragraph.

(b) 双方同意, 除 (i) 根据本协议应付给艾玛迪斯的款项、(ii) 根据第11条承担的赔偿义务、(iii) 因人身伤害或财产损失造成的损害、(iv) 因一方当事人的故意不当行为而造成的损害赔偿以及 (v) 违反保密规定的损害赔偿 (不包括下文单独处理的数据泄露的损害赔偿), 任何一方根据本协议对另一方造成损害的全部责任 (包括数据泄露的损害赔偿) 上限如下:

(x) 因订购产品的获取和/或使用引发的或与订购产品相关的任何和所有索赔费用, 不会超过客户为此类订购产品支付给艾玛迪斯的前十二 (12) 个月的订购费用减去为先前的责任事件所支付的损害赔偿。

(y) 因服务的获取和/或使用引发的或与服务相关的任何和所有索赔费用, 不会超过客户为该服务已付或应付给艾玛迪斯的费用。

为明确起见, 任何可被定性为数据泄露和违反第6条 (保密) 的索赔, 均应遵守本条第 (x) 款和第 (y) 款规定的上限。

## 14. Miscellaneous.

### 14. 其它。

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

(a) 本协议中的标题仅为方便起见, 不影响本协议的含义或解释。

(b) When the term "including" or "includes" is used in this Agreement, it means "including (or includes), without limitation" unless otherwise indicated.

(b) 除非另有说明, 在本协议中使用 "包括" 一词时, 意思是 "包括但不限于"。

(c) The failure of either party 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.

(c) 任何一方未能执行本协议中的任何权利或规定并不构成对该权利、其他权利或规定的放弃。除非以书面形式作出, 任何放弃均无效。

(d) 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.

(d) 客户应遵守美国和其他适用于订购产品的政府所有现行进出口法律和法规。客户特此承诺其不会违反美国法律和法规直接或间接出口或再出口订购产品。

(e) "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.

(e) "关联公司" 是指在确定隶属关系的日期或任何时候, 直接或间接地通过一个或多个媒介进行控制或被控制、或由一方或任何母公司、附属公司或附属方共同控制的任何实体。此处的 "控制" 一词是指通过表决权、合同或其他方式直接或间接地拥有掌控某一实体的管理和政策方向的权力。

(f) "Data Breach" means Amadeus' failure to maintain standard data security procedures in accordance with the Subscription Product's Technical and Organization Methods ("TOM") and if a TOM is unavailable for a Subscription Product then in accordance with generally accepted industry standards which results in the destruction, loss, and/or unauthorized access to and/or use of any Customer Data processed through any Subscription Product or Service.

- (f) “数据泄露”是指艾玛迪斯未能按照订购产品的技术和组织方法(以下简称“TOM”) 维护标准数据安全程序, 并且无法按照普遍接受的行业标准为订购产品提供TOM从而导致通过任何订购产品或服务处理的任何客户数据的破坏、丢失和/或未经授权的访问和/或使用。
- (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, 无论是否自愿, 客户均不得以合同、法律、合并、股票、资产出售或其他方式转让本协议的全部或部分, 但艾玛迪斯不得无理地拒绝此类同意。艾玛迪斯可提前书面通知客户转让本协议。任何违反本条的转让行为均无效。
- (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) 双方是独立的合同订立方, 本协议中的任何规定均不应被视为使任何一方成为另一方的代理人、受托人、雇员、合伙人或合资公司。任何一方都无权以任何方式约束、强制另一方或使另一方承担义务。
- (i) Legal notices and consents required by this Agreement must be in writing and will be deemed delivered five (5) business days after they are sent by first class mail to the address shown above and, in Amadeus' case, to the attention of the Legal Department.
- (i) 本协议所要求的法律通知和同意必须以书面形式发出, 在以第一类邮件发送到上述地址五(5)个工作日后视为送达, 艾玛迪斯方收件人为法务部。
- (j) Customer hereby authorizes Amadeus to publicly disclose that Customer is a customer of Amadeus (e.g. in customer list, commercial proposals, sales presentations, conferences etc.), including details on the Services and Subscription Product provided to Customer and use Customer's and its Affiliates brands and logos in connection with such disclosures and use Customer's name, logo, service mark, and/or trademark, as updated from time to time, Customer reserves the right to withdraw such consent, and/or change its name, logo, service mark and/or trademark, upon reasonable written notice to Amadeus. Customer agrees that Amadeus may issue a press release announcing Customer's use of the Subscription Product. Amadeus agrees to provide Customer with prior written notice of its intent to issue a press release and an opportunity for Customer to provide an executive quote and other edits or content.
- (j) 客户特此授权艾玛迪斯可公开披露其为艾玛迪斯的客户(例如, 在客户列表、商业提案、销售演示文稿、会议中), 包括向客户提供的服务和订购产品的详细信息; 并授权艾玛迪斯可使用与此类披露相关的客户及其关联公司的品牌和徽标, 并可使用客户不时更新的名称、徽标、服务标记和/或商标。客户保留向艾玛迪斯发出合理的书面通知以撤回此类同意和更改其同意、和/或更改名称、徽标、服务标志和/或商标的权利。客户同意艾玛迪斯发布宣布客户使用订购产品的新闻稿。艾玛迪斯同意事先向客户书面通知其发布新闻稿的意图, 并向客户提供报价和其他编辑内容的机会。
- (k) 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 Customer as described herein. The revised Agreement will become effective and replace previous versions only upon the next renewal of the Customer's Subscription Term.
- (k) 如果本协议发布在艾玛迪斯的网站上, 艾玛迪斯可根据其需求不时修改本协议的条款, 方法是在同一网站上发布修订后的条款, 或向客户提供本协议所述的通知。只有到客户的下一个续订订购期限时, 修订后的协议才会生效并取代以前的版本。
- (l) 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.
- (l) 如果本协议的任何部分被确定为或成为不可执行的或非合法的, 则该部分将在法律允许的最大范围内得到执行, 以实现双方的意图。本协议的其余条款仍然完整有效。
- (m) 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.
- (m) 如果本协议的条款与任何订单的条款发生冲突, 则以该订单的条款为准。
- (n) This Agreement shall be governed by the laws of China, 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 Shanghai International Economic and Trade Arbitration Commission (Shanghai International Arbitration Center), in accordance with its arbitration rules in effect at the time of the arbitration. Any decision or award of arbitral shall be final and binding on each party. If either party fails to implement the final arbitration award, the other parties may file an application for enforcement of the award to a competent court. The arbitration fees shall be borne by the losing party or as otherwise determined by the arbitration court. All other disputes regarding this Agreement shall be subject to the exclusive jurisdiction of courts within China. Judgment upon the award rendered by the arbitrators may be

entered in any court of competent jurisdiction. The arbitrators will be strictly bound to apply all warranty disclaimers and limitations of liability in this Agreement.

(n) 本协议适用中华人民共和国法律管辖，但其法律冲突规则除外。《联合国国际货物销售合同公约》和《统一计算机信息交易法》不适用于本协议。除任何一方有权向有管辖权的法院申请临时限制令、初步禁令或其他公平救济以维持现状或防止不可挽回的损害外，关于协议的解释、违约履行或终止的争议将根据上海国际经济贸易仲裁委员会（上海国际仲裁中心）按其届时有效的仲裁规则通过具有约束力的仲裁来解决。任何决定或仲裁裁决应为终局裁决，对每一方均有约束力。如任何一方不执行此终局裁决，另一方可向有管辖权的法院申请强制执行该仲裁裁决。仲裁费用应由败诉方负担或由仲裁庭另行确定。与本协议有关的所有其他争议均受中华人民共和国法院的专属管辖权管辖。对仲裁员所作裁决的判决可在任何具有管辖权的法院作出。仲裁员将严格遵守本协议中的所有免责声明和责任限制。

(o) 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.

(o) 本协议以及任一附件、订单表和补充协议构成双方就本协议主要事项达成的最终完整协议，并取代所有提议以及先前或同期双方就此事的口头和书面沟通。艾玛迪斯的第三方供应商是意定受益人。除非附件或订单表中另有规定，双方同意：除非双方授权代表书面签署，否则不得修改本协议。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。

(p) While this Agreement remains in effect, neither party will actively recruit, solicit or hire an employee of the other party without the other's written permission. Employees of either party are not prohibited from responding to generally advertised positions for employment.

(p) 在本协议仍然有效的情况下，未经另一方书面许可，任何一方都不得积极招聘、拉拢或雇佣另一方的雇员。不禁止任何一方的雇员对一般公布的就业职位作出回应。

The parties agree that this Agreement shall be executed in both English and Chinese versions and if there is any conflict between the two versions, then the Chinese version shall prevail.

双方同意本协议应以英文和中文两种文字签署，如果两种版本存在冲突，以中文版本为准。

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 will be available 99% percent of the time during defined production hours (“**System Availability**”) as set forth in this “Service Level Agreement” (this “**SLA**”). If Amadeus fails to meet the System Availability for three (3) consecutive months, Customer’s sole remedy shall be the prompt and expeditious appointment of a member of Amadeus’ executive team to resolve Customer’s disputes.

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”)。如果艾玛迪斯连续三(3)个月未能达到系统可用性,客户的唯一补救措施是迅速任命艾玛迪斯执行团队的一名成员来解决客户的问题。

System Availability is tracked and calculated monthly, as follows:

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

每月跟踪计算系统可用性,如下所示:

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

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 Force Majeure Events.
- 排除范围如下:
  - 定期维护 - 在预定的维护时段内的任何停机,或提前 3 天或更长时间宣布的用于系统升级和改进的任何停机。
  - 紧急维护 - 提前 1 小时或更长时间宣布的用于紧急维修或升级的任何停机,如不进行紧急维护可能会对客户的运营产生负面影响。
  - 任何持续少于五 (5) 分钟的不可用时段。

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, HotSOS Housekeeping, HotSOS Mild, and PM Works (the "**Service Optimization Application(s)**") and the associated Amadeus mobile and computer device client software used to access the Service Optimization Application(s). These additional terms are an integral part of the Order Form and are legally binding.

根据艾玛迪斯和客户签署的订单, 客户使用艾玛迪斯所有的在线应用程序 HotSOS, HotSOS Housekeeping, HotSOS Mild 和 PM Works (以下称“服务优化应用程序”) 和相关用于访问服务优化应用程序的艾玛迪斯移动和计算机客户端软件。这些附加条款是订单的组成部分, 具有法律约束力。

1. **IMAGE/ATTACHMENT DATA.** Each Service Optimization Application provides for storage of Customer Data for up to 50GB, excluding HotSoS Mild, which contains 5GB.

1. 图像/附件数据。除了 HotSOS Mild 只提供 5GB 的存储空间外, 每个服务优化应用程序都提供 50GB 的客户数据存储空间。

2. **DATA RETENTION POLICY.** Amadeus automatically deletes Customer Data after eighteen (18) months from date of upload to the Service Optimization Application. Additional time and storage may be purchased.

2. 数据保留政策。客户数据上传至服务优化应用程序后十八(18)个月后, 艾玛迪斯会自动删除。客户可以购买额外的存储时间和存储空间。

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, 且只能用于订户的内部商业目的, 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. 订购期限。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赔偿责任。

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“**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.** 10GB 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 10GB 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://salesforce.com).

“SFDC”是指 [salesforce.com](http://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](http://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](http://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 不承担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 服务协议的条款有任何不一致，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，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负责，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](http://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](http://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](http://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、联邦和外国的法律法规。

(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 不担保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 服务协议的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 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负责，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](http://www.salesforce.com).

“SFDC”是指 [salesforce.com](http://www.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](http://www.salesforce.com) or Reseller at Your request).

“用户”是指贵方(或 [Salesforce.com](http://www.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) 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 拥有免版权税的、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 服务协议的条款, 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](http://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](http://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 不承担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 服务协议的条款有任何不一致，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。

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。