

## 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)经艾玛迪斯和客户同意的附加条款和条件。

(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经营物业的内部商业目的,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 the 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帐户。艾玛迪斯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帐户。

(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、存储使用情况和其他订购产品的使用情况。

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

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.

### 3. 支持和现代生命周期政策。

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服务,包括但不限于安装、培训、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 in China. 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) 服务将在中国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。艾玛迪斯可依客户要求提供现行加班费率。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) charge 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 Property; and 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物业的收费项目，可收取计划服务总价的80%为取消费用；及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.

- (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. Upon request of Customer and if applicable, Amadeus will provide separate invoices directly to each Property, but Customer is responsible for all Subscription Fees and Services Fees and any other financial obligations of the Properties related to the Subscription Products and Services.

## 5. 费用和付款。

(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。经客户要求以及按适用情况，艾玛迪斯会直接向每个物业提供单独的发票，但客户保有负责支付所有订购费用和服务费用，并承担与订购产品和服务相关的任何其他物业上的财务义务。

- (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，艾玛迪斯可根据在提供订购产品时产生的下列费用的任何增长而增加订购费用：i) 任何艾玛迪斯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。在此种情况下，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' 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 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 ("**Confidential Information**").

(a) 双方可能会获得彼此的机密信息。机密信息是指：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）应合理地被理解为保密信息，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；或本协议中的或与本协议有关的任何其他信息（简称“**机密信息**”）。

- (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）秘密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.

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 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).

### 7. 订购产品的专有权利。

艾玛迪斯及其第三方许可方拥有以下所有权利和权益：i) 本协议项下所有订购产品以及提供给客户的所有软件文本、图形、图像、音频和视频信息、在线教程、文档、规范和材料，以及其中所体现的所有知识产权（统称为“**艾玛迪斯知识产权**”）；和ii)任何建议、增强请求、想法或与艾玛迪斯订购产品或服务（包括艾玛迪斯知识产权）相关的其他信息（以下称“**反馈**”）。就客户提供的任何反馈，客户特此授予艾玛迪斯全球范围内的永久、非独占和全额支付的免版税许可，并确认艾玛迪斯无需付款或被限制，即可以自由地将任何此类反馈用于任何目的。本协议中的任何内容均不得解释为暗示任何订购产品的任何知识产权(包括版权)的转让。客户不得(也不得允许任何员工、代理人或其他第三方)：i)删除或更改任何艾玛迪斯知识产权中包含的任何版权声明或其他专有图例；ii)复制、展示、准备衍生作品或分发任何艾玛迪斯知识产权，除非本协议明确允许；iii)分析、拆卸、反编译、反向工程、翻译、转换或将任何程序或流程应用于任何艾玛迪斯知识产权，以便出于任何原因或目的确定或推导任何艾玛迪斯知识产权的源代码或源程序表或其中包含的商业秘密信息或流程；iv)创建互联网“链接”到任何艾玛迪斯知识产权；v)在任何其他计算机系统上复制、分发、“添加”或“镜像复制”任何艾玛迪斯知识产权的任何部分；vi)访问或复制任何艾玛迪斯知识产权，以构建类似的或有竞争力的产品或服务；vii)许可、再许可、转售、出租、转让、披露或以其他方式向任何第三方提供任何订购产品(或其访问方式)或任何艾玛迪斯知识产权；viii)使用任何艾玛迪斯知识产权经营服务，或以其他方式向任何第三方提供任何艾玛迪斯知识产权

服务；或ix)在使用任何订购产品或任何艾玛迪斯知识产权时违反任何法律或法规（包括出口管制法律和相关法规）。客户对通过其用户帐户发生的所有活动负责。客户应及时将任何已知或涉嫌违反安全规定的行为或违反本协议或安全规定使用艾玛迪斯知识产权的行为(包括未经授权使用用户帐户)通知艾玛迪斯。

## 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 will comply with all data privacy laws applicable to its license and use of the Subscription Products and its Customer Data. Amadeus will comply with the data privacy laws applicable to it as the provider of the Subscription Products and its processing of Customer Data on behalf of Customer. All information input by Customer into or using the Subscription Product, including information regarding Customer's Property will be treated as proprietary to Customer and may be Customer's Confidential Information ("**Customer Data**").

(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。客户被许可使用，使用订购产品时，及处理客户数据时将遵守适用于订购产品的所有数据隐私法律。艾玛迪斯将遵守适用于其服务提供商的身份，或作为数据处理受托人时需遵守的数据隐私法律。客户输入或使用订购产品的所有信息，包括有关客户资产的信息，均为客户专有信息，并且可能是客户的机密信息(简称为“**客户数据**”)。

(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 appropriate 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，艾玛迪斯提供适当的行政、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, unless otherwise required to retain such data by applicable laws. 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，适当法律要求保留除外。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' 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 purchased is pending for renewal .

(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(到期或终止前累积费用), 第5至第13条, 以及14(a)、(b)、(c)、(d)、(i)、(j)、(k)、(l)、(m)、

(n) 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; (iv) Customer Data will not infringe on any copyright, patent, trade secret or other proprietary right held by any third party and (v) it will not submit, disclose or provide any Customer Data containing state secret, important data, or other restricted data categories to Amadeus and/or any Subscription Products.

(a) 客户陈述并保证 (i) 其有权 (a) 签订本协议及 (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) 客户提供的所有信息均为真实、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; 和 (v) 不会向艾玛迪斯提供、披露或向订购产品上传任何包含国家机密、重要数据或其他受限制的数据 (包括客户数据)。

(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) Prior to using Customer Data on Subscription Products or prior to disclosing Customer Data to Amadeus, Customer shall obtain all necessary consents from such persons, as may be required by applicable law and by Customer's policies or agreements with consumers.

(c) 客户将客户数据使用于订购产品前或向艾玛迪斯披露前需根据适用法律和客户政策或消费者协议的可能要求, 获得所有相关人员的必要同意。

(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.

- (a) Amadeus will defend or settle, at its own expense, any action brought against Customer alleging any Subscription Product infringes upon or misappropriates any third party 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.

### 11. 知识产权侵权。

(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第三方专利、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.

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.

## 12. 不可抗力。

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、网络或系统的勒索、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”）而造成的不履行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且同为违反第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.

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

#### 14. 其它。

- (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 certifies that it and its Affiliates, agents and contractors will comply directly and indirectly with all export and import laws and regulations applicable to the Subscription Products, including applicable laws of the United States.  
(d) 客户保证及其及其关联公司、代理和承包商将直接或间接遵守适用于订购产品的所有进出口法律或法规，包括美国的适用法律。。
- (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利。
- (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.  
(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。
- (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 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. The arbitration shall be conducted in English. 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。仲裁应以英语进行。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。任何一方的雇员都不被禁止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 English 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，以英文版本为准。

**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。

- o 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.** Maximum storage of Customer Data for each Service Optimization Application is up to 50GB, with the exception of HotSoS Mild being 5GB.

1. **图像/附件数据。** 每个服务优化应用程序的客户数据最大存储空间为 50GB, 除了 HotSOS Mild 的最大存储空间为 5GB。

2. **DATA RETENTION POLICY.** Amadeus automatically deletes Customer Data after eighteen (18) months from date of upload to the Service Optimization Application. Any additional request from Customers on retention time and storage should be discussed separately and agreed upon by the parties.

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。客户对保留时间和存储的任何额外要求应另行讨论并由双方商定。



**AMADEUS SOFTWARE TECHNOLOGY (SHANGHAI) CO. LTD.**

**SUBSCRIPTION AGREEMENT**

艾玛迪斯信息科技(上海)有限公司

订购协议

**Salesforce.com Subscription Products**

**Salesforce.com 订购产品**

The following additional terms and conditions ("**Terms**") supplement the Agreement for Customer's use of Delphi and Delphi Select (collectively, "**Delphi**") which operate on Salesforce.com, Inc., ("**SFDC**") a third-party platform ("**SFDC Platform**"). These Terms are an integral part of the Agreement and govern in the event of a conflict with the Agreement, pertaining to Delphi and any other SFDC products licensed by Customer from Amadeus (e.g., storage or SFDC test environments).

以下附加条款和条件 ("**条款**") 是对客户使用 Delphi 和 Delphi Select (统称为"**Delphi**") 的协议的补充。Delphi 在 Salesforce.com, Inc. ("**SFDC**") (第三方平台, 以下简称"**SFDC 平台**") 上运行。这些条款是协议的组成部分, 在与协议发生冲突的情况下, 适用于 Delphi 和客户从 Amadeus 获得许可的任何其他 SFDC 产品 (例如, 存储空间或 SFDC 测试环境)。

**1. LICENSE AND USER RIGHTS.**

**1. 许可和用户权利。**

- a. Users.** Each Delphi subscription ("**Delphi User Subscription**") entitles one individual user, which is limited to Customer's employees and independent contractors or "**Approved Third Party Users**", who has been supplied user identifications and passwords by Customer ("**Delphi Authorized Users**"). Customer agrees that no third parties, including but not limited to representatives, agents, vendors or consultants, will be given access to Delphi other than "**Approved Third Party Users**".
- a. 用户。** 每项 Delphi 订阅 ("**Delphi 用户订阅**") 授权于一名个人用户, 该用户仅限于客户的员工和独立承包商或由客户提供用户身份和密码的 "**经批准的第三方用户**" ("**Delphi 授权用户**")。客户同意, 除 "**经批准的第三方用户**" 外, 不允许任何第三方 (包括但不限于代表、代理、供应商或顾问) 访问 Delphi。
- b. "Approved Third Party Users"** are Customer's representatives, agents, vendors, contractors that: (i) Customer has requested and received approval in writing from Amadeus to be granted a Delphi User Subscription, (ii) have executed a third-party user license with Amadeus ("**Third Party User License**") and; (iii) for whom Customer agrees to be fully liable. Customer will be required to purchase a Delphi User Subscription for each Approved Third Party Users. Customer understands and agrees that Amadeus may revoke a Third Party User License upon notice and Customer agrees to immediately terminate any applicable Approved Third Party User(s) Delphi User Subscription. For the avoidance of doubt, Customer's Management Company (as defined in Section 6 below) shall not be considered an "Approved Third Party User" and instead is subject to the requirements of Section 6 hereof.
- b. "经批准的第三方用户"** 是指符合下列条件的客户代表、代理、供应商、承包商: (i) 客户已向 Amadeus 申请并获得 Amadeus 书面批准, 可授予 Delphi 用户订阅, (ii) 已与 Amadeus 签署第三方用户许可 ("**第三方用户许可**") , 以及 (iii) 客户同意对其承担全部责任。客户需要为每个经批准的第三方用户购买 Delphi 用户订阅。客户理解并同意, Amadeus 可在发出通知后撤销第三方用户许可, 且客户同意立即终止任何适用的经批准的第三方用户的 Delphi 用户订阅。为免生疑问, 客户的管理公司 (定义见下文第 6 条) 不应被视为 "经批准的第三方用户", 而应受本条款第 6 条之要求的约束。
- c. Third Party Integrations.** If a third-party application integrates or accesses data into the Delphi custom object in SFDC (vs. a SFDC object) ("**Third Party Integration**"), Amadeus certification is required for such Third Party Integration.
- c. 第三方集成。** 如果第三方应用程序将数据集成到或接入到 SFDC 中的 Delphi 自定义对象 (相对于 SFDC 对象) ("**第三方集成**") , 则此类第三方集成需要 Amadeus 认证。

- 2. SUBSCRIPTION TERMINATION.** In addition to the termination rights in the Agreement, Amadeus may terminate or suspend Customer's Delphi User Subscription(s) if: (i) Customer is in material breach of the SFDC Service Agreement(s) referenced in Section 3 herein, or (ii) SFDC suspends or terminates Customer's access to the SFDC Platform. Amadeus will work with Customer in good faith to resolve the issue(s) which prompted the suspension. In no event will any such termination or suspension give rise to any liability of Amadeus or SFDC to the Customer for a refund or damages. Amadeus reserves the right to assess a reconnection fee in the event the suspension results from Customer's failure to pay the applicable Delphi fees or Customer's intentional violation of this Agreement or the SFDC Service Agreement(s). Termination and/or suspension is without prejudice to other remedies available to Amadeus for any violation of this Agreement by Customer.

2. **订阅终止。**除协议中的终止权利外, Amadeus 还可在以下情况下终止或暂停客户的 Delphi 用户订阅: (i) 客户严重违反本条款第 3 条所述的 SFDC 服务协议, 或 (ii) SFDC 暂停或终止客户对 SFDC 平台的访问。Amadeus 将与客户真诚合作, 解决导致暂停的相关问题。在任何情况下, 任何此类终止或暂停均不会导致 Amadeus 或 SFDC 对客户承担任何退款或损害赔偿赔偿责任。如果因客户未能支付适用的 Delphi 费用或客户故意违反协议或 SFDC 服务协议而导致此类暂停, 则 Amadeus 保留评估重新连接费用的权利。终止和/或暂停不影响 Amadeus 因客户违反协议而可获得的其他救济。

3. **SALESFORCE.COM SERVICES AGREEMENTS.** Use of Delphi on the SFDC Platform is licensed, not sold. Customer agrees that SFDC's sole liability and obligations to Customer are set forth in the applicable Salesforce Services Agreement below to which Customer hereby agrees to be bound. Customer is contracting solely with Amadeus for the provision of Delphi and is not entering into a contractual relationship with SFDC. SFDC has no liability for Delphi or for its continued availability. SFDC is under no obligation to provide Delphi, or to refund to Customer any fees paid by Customer, or to assume any contractual relationship with Customer in the event Delphi becomes unavailable for any reason. Customer hereby agrees to be bound to the Salesforce Services Agreement below attached as an exhibit hereto, which is applicable to type of Delphi User Subscription set forth on the Order Form:

3. **SALESFORCE.COM 服务协议。**在 SFDC 平台上使用 Delphi 系经过许可, 而非出售的。客户同意, SFDC 对客户的唯一责任和义务载于以下适用的《Salesforce 服务协议》中, 客户特此同意受该协议的约束。客户仅与 Amadeus 签订 Delphi 提供合同, 并未与 SFDC 建立合同关系。SFDC 对 Delphi 或其持续可用性不承担任何责任。如果 Delphi 因任何原因无法使用, SFDC 没有义务提供 Delphi 或向客户退还客户支付的任何费用, 或承担与客户的任何合同关系。客户特此同意遵守以下作为本条款附件随附的《Salesforce 服务协议》, 该协议适用于订单上所列的 Delphi 用户订阅类型:

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

4. **SPECIAL PROVISION FOR CUSTOMERS WITH SHARED SFDC ORGS.** If Delphi is being provisioned into Customer's existing SFDC Org, Customer acknowledges that: (i) Customer's access to the Org, including Delphi, may be suspended due to non-payment by the Customer of applicable fees to SFDC or breach of the Customer's agreement with SFDC, and (ii) in the event such Customer's relationship with SFDC is terminated as a result of non-payment or other material breach of such Customer's agreement with SFDC, such Customer's subscriptions to Delphi would also be terminated and Customer would remain liable to Amadeus for all Delphi 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 Customer for a refund or damages.

4. **针对共享 SFDC 组织的客户的特殊规定。**如果将 Delphi 配置到客户的现有 SFDC 组织中, 客户承认: (i) 客户对组织 (包括 Delphi) 的访问可能因其未向 SFDC 支付适用费用或违反客户与 SFDC 的协议而暂停, 并且 (ii) 如果客户与 SFDC 的关系因未付款或其他严重违反客户与 SFDC 的协议而终止, 则此类客户对 Delphi 的订阅也将终止, 客户仍将继续向 Amadeus 承担订阅期限内的所有 Delphi 费用。在任何情况下, SFDC 的任何此类终止或暂停均不会导致 SFDC 或 Amadeus 对客户承担任何退款或损害赔偿赔偿责任。

5. **RESTRICTIONS.** Customer's use of the SFDC Platform is further restricted based on the SFDC platform license type purchased by Customer, as follows:

5. **限制。**客户对 SFDC 平台的使用根据客户购买的 SFDC 平台许可类型受到进一步限制, 具体如下:

- a. **Platform Embedded Edition.** Customer shall not develop applications for use with the Platform Embedded Edition or extend usage by use of additional custom objects. Customer's use of the SFDC Platform is limited to the objects and functionalities included in Delphi and those functionalities of the SFDC Platform strictly necessary for operation of Delphi. Customer may not use Platform Embedded Edition to run third-party applications other than Delphi.
- a. **平台嵌入版。**客户不得开发用于平台嵌入版的应用程序, 也不得通过使用其他自定义对象来扩大平台嵌入版的使用范围。客户对 SFDC 平台的使用仅限于 Delphi 中包含的对象和功能, 以及运行 Delphi 绝对需要的 SFDC 平台功能。客户不得使用平台嵌入版运行 Delphi 以外的第三方应用程序。
- b. **Platform Embedded Edition Plus.** (I) Customer may develop one (1) additional application solely for Customer's internal use and subject to the limitations in Section 6 (each a "Custom Application") with Platform Embedded Edition Plus using up to ten (10) custom objects (each a "Custom Object"). The maximum number of Platform Embedded Edition Plus Custom Objects that can be accessed or created in connection with any Platform Embedded

Edition Plus subscription is ten (10) (regardless of whether such Platform Embedded Edition Plus Custom Objects are accessed or created in connection with Delphi or the Custom Application). (II) The Custom Application and the Platform Embedded Edition Plus Custom Objects are for use solely with Delphi. Other than the permitted Custom Application, Customer shall not develop applications for Delphi or Platform Embedded Edition Plus. Customer cannot extend Platform Embedded Edition Plus using additional custom objects other than the permitted Platform Embedded Edition Plus Custom Objects. Customer's use of Platform Embedded Edition Plus is limited to the objects and functionalities included in Delphi, the Custom Application and the Platform Embedded Edition Plus Custom Objects.

- b. 平台嵌入增强版。** (I) 客户可以使用最多十 (10) 个自定义对象 (每个称为“自定义对象”)，使用平台嵌入增强版开发一 (1) 个仅供客户内部使用并受第 6 条限制的附加应用程序 (每个称为“自定义应用程序”)。最多可访问或创建十 (10) 个与任何平台嵌入增强版的订阅相关的平台嵌入增强版自定义对象 (无论此类平台嵌入增强版的自定义对象的访问或创建是否与 Delphi 或自定义应用程序相关)。(II) 自定义应用程序和平台嵌入增强版自定义对象仅能用于 Delphi。除允许的自定义应用程序外，客户不得为 Delphi 或平台嵌入增强版开发应用程序。客户不能使用许可的平台嵌入增强版自定义对象以外的其他自定义对象扩展平台嵌入增强版。客户对平台嵌入增强版的使用仅限于 Delphi、自定义应用程序和平台嵌入增强版自定义对象中包含的对象和功能。
- c. Platform Embedded Edition Plus 20.** Customer may develop one (1) Customer Application with Platform Embedded Edition Plus 20 using up to twenty (20) Custom Objects. The maximum number of Platform Embedded Edition Plus 20 Custom Objects that can be accessed or created in connection with any Platform Embedded Edition Plus 20 subscription is twenty (20) (regardless of whether such Platform Embedded Edition Plus 20 Custom Objects are accessed or created in connection with Delphi or the Custom Application). The Custom Application and the Platform Embedded Edition Plus 20 Custom Objects are for use solely with Delphi. Other than the permitted Custom Application, Customer shall not develop applications for Delphi or Platform Embedded Edition Plus 20. Customer cannot extend Platform Embedded Edition Plus 20 using additional custom objects other than the permitted Platform Embedded Edition Plus Custom Objects 20. Customer's use of Platform Embedded Edition Plus 20 is limited to the objects and functionalities included in Delphi, the Custom Application and the Platform Embedded Edition Plus 20 Custom Objects.
- c. 平台嵌入增强版 20。** 客户可以使用最多二十 (20) 个自定义对象，使用平台嵌入增强版 20 开发一 (1) 个客户应用程序。最多可访问或创建二十 (20) 个与任何平台嵌入增强版 20 的订阅相关的平台嵌入增强版 20 自定义对象 (无论此类平台嵌入增强版 20 的自定义对象的访问或创建是否与 Delphi 或自定义应用程序相关)。自定义应用程序和平台嵌入增强版 20 自定义对象仅能用于 Delphi。除允许的自定义应用程序外，客户不得为 Delphi 或平台嵌入增强版 20 开发应用程序。客户不能使用许可的平台嵌入增强版 20 自定义对象以外的其他自定义对象扩展平台嵌入增强版 20。客户对平台嵌入增强版 20 的使用仅限于 Delphi、自定义应用程序和平台嵌入增强版 20 自定义对象中包含的对象和功能。
- d. Platform Enterprise Edition and Platform Unlimited Edition.** Subject to the restrictions in Section 5(b)(II), Customer may develop one Custom Application for use with Platform Enterprise Edition or Platform Unlimited Edition 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.
- d. 平台企业版和平台无限版。** 根据第 5(b)(II) 条中的限制条件，客户可以开发一个自定义应用程序，用于平台企业版或平台无限版自定义对象，但须遵守《SFDC 用户指南》中规定的平台企业版和平台无限版 OEM 订阅 (如适用) 的限制条件。
- e.** Customer understands that the above limitations in Sections 5a-d are contractual in nature (i.e., the functionality itself may not be disabled as a technical matter) and Amadeus or SFDC may audit Customer's use of Delphi or the SFDC Platform, including use of any Customer Objects and Custom Applications. Should any audit reveal any unauthorized use, Customer agrees to pay to Amadeus, within thirty (30) days of notice of the audit results, for the cost of the audit plus the difference between the price charged to the Customer for its then licensed Delphi User Subscription(s) and Amadeus' then-current list price for Platform Enterprise Edition or Platform Unlimited Edition, beginning with earlier of the date of the first violation or the most recent Subscription Term through the end of the then current Subscription Term (“**Prohibited Use Penalty**”). This Subscription User type will apply to all Renewal Subscription Terms. Furthermore, if the audit reveals any unauthorized use other than excess licenses or Custom Objects, Customer will cease all such unauthorized use within thirty (30) days of written notice, which includes removal, disabling or other de-activation of any connection, activity, data or other unauthorized actions taken via the SFDC Platform, Delphi or any Customer Application or Custom Object. If Customer does not take the requested action, Customer understands and agrees that Amadeus may take any and all actions via its Users to implement such requirements directly or suspend Customer's access to Delphi and the SFDC Platform. Customer further agrees that Amadeus will have no liability directly or indirectly for any action or suspension of any access taken to enforce the terms of this Agreement if Customer has not remediated as required within the thirty (30) day period. Customer further understands that its obligations include to disconnect all third party access from any unauthorized activity and to securely delete all data derived from such unauthorized use and to require all third parties with whom such data was shared to do so as well within the required notice period.
- e.** 客户理解，上述第 5a-d 条中的限制条件是合同性质的 (即，功能本身可能不会作为技术问题而被禁用)。Amadeus 或 SFDC 可以审计客户对 Delphi 或 SFDC

平台的使用情况，包括对任何客户对象和自定义应用程序的使用情况。如果任何审计发现任何未经授权的使用，客户同意在收到审计结果通知后三十 (30) 天内向 Amadeus 支付审计费用，外加客户当时获得许可的 Delphi 用户订阅价格与 Amadeus 当时的平台企业版或平台无限版标价之间的差额（期限自从第一次违规之日或最近的订阅期 [ 以较早者为准 ] 开始至当时的订阅期止）（“**禁止使用罚款**”）。该订阅用户类型将适用于所有续订订阅条款。此外，如果审计发现除多余的许可或自定义对象以外的任何未经授权使用，客户将在收到书面通知后三十 (30) 天内停止所有此类未经授权的使用，包括删除、禁用或以其他方式取消通过 SFDC 平台、Delphi 或任何客户应用程序或自定义对象进行的任何连接、活动、数据或其他未经授权的操作。如果客户未采取所要求的行动，客户理解并同意，Amadeus 可通过其用户采取任何和所有行动，直接执行此类要求或暂停客户对 Delphi 和 SFDC 平台的访问。客户进一步同意，如果客户未在三十 (30) 天内按要求进行补救，对于为执行协议条款而采取的任何行动或暂停任何访问，Amadeus 不承担任何直接或间接责任。客户进一步理解，其义务包括断开所有第三方对任何未经授权活动的访问，安全地删除从此类未经授权的使用中获得的所有数据，并要求共享此类数据的所有第三方在规定的通知期限内也采取相同的做法。

- f. For any ISVForce solutions, Customer must contract directly with a ISVForce SFDC Reseller to license users for the use of the ISVForce solution.
- f. 对于任何 ISVForce 解决方案，客户必须直接与 ISVForce SFDC 经销商签订合同，以许可用户使用 ISVForce 解决方案。

## **6. ADDITIONAL TERMS OF USE.**

### **6. 其他使用条款。**

- a. Amadeus is not responsible for and will have no liability to Customer, its Delphi Subscription Users, or any Approved Third Party Users for: (i) any use of Delphi or the SFDC Platform that is not expressly authorized in this Agreement, (ii) any activity or functionality in the SFDC Platform other than to the extent enabled directly by Amadeus for Delphi generally for all customers, (iii) any “Customizations” (as defined below), (iv) any SFDC-provided connections and applications, including through the Salesforce AppExchange or connections to Delphi enabled by Customer (collectively, “**Connections**”), or (v) the SFDC Platform. For clarity, Connections available through SFDC will not be deemed to be enabled or certified solely by virtue of Amadeus use, enablement or provision of the SFDC Platform in connection with Delphi.
- a. Amadeus 不对客户、其 Delphi 订阅用户或任何经批准的第三方用户的以下各项负责和承担责任：(i) 协议中未明确授权的对 Delphi 或 SFDC 平台的任何使用，(ii) SFDC 平台中的任何活动或功能，但 Amadeus 针对 Delphi 为所有客户直接启用的活动或功能除外，(iii) 任何“自定义”（定义见下文），(iv) SFDC 提供的任何连接和应用程序，包括通过 Salesforce AppExchange 或客户启用的与 Delphi 的连接（统称为“连接”），或 (v) SFDC 平台。为明确起见，通过 SFDC 提供的连接不会仅仅因为 Amadeus 使用、启用或提供与 Delphi 有关的 SFDC 平台而被视为已启用或认证。
- b. Customer is responsible for all Customizations and Connections.
- b. 客户对所有自定义和连接负责。
- c. Unless Customer is authorized in writing by Amadeus in an amendment or change order hereto, Customer will not nor will it permit or enable a third parties to access, cache, disclose or export, directly or indirectly, any data in Delphi to a third party or otherwise permit, enable or facilitate any action or omission resulting in the circumventing of the terms of this Agreement, including the process for online booking of meeting space, usage of data or other activity associated with the bookings or fees set forth in the applicable Order Form.
- c. 除非 Amadeus 在本条款的修订或变更单中以书面形式授权客户，否则客户不会、也不会允许或使第三方直接或间接地访问、缓存、披露 Delphi 中的任何数据或将其导出给第三方，或以其他方式允许、促成或协助任何导致规避本条款规定的作为或不作为，包括在线预订会议空间的流程、数据的使用或其他与适用订单中规定的预订或费用相关的活动。
- d. Customer will defend, indemnify and hold harmless Amadeus and its Affiliates from and against claims arising from or related to: (i) any use of Delphi or the SFDC Platform by Customer, a Customer-owned or managed property, or their respective Authorized Users or their third parties other than authorized herein; (ii) Customizations, (iii) Connections, (iv) violation of these Terms, or (v) in the event Amadeus consents to inclusion of a non-Customer owned or managed property in Customer’s Org, such property’s (or its users’) acts or omissions set forth in (i)-(iv) of this paragraph.
- d. 客户将为 Amadeus 及其关联方辩护、赔偿并使其免受以下原因引起的或与之相关的索赔：(i) 客户、客户拥有或管理的产业或其各自的授权用户或本条款授权以外的第三方对 Delphi 或 SFDC 平台的任何使用；(ii) 自定义，(iii) 连接，(iv) 违反本条款，或 (v) 如果 Amadeus 同意将非客户拥有或管理的产业纳入客户的组织，对该产业（或其使用者）的作为或不作为，如本段 (i)-(iv) 所述。
- e. “**Customizations**” means Customer’s: (i) creation, modification, or repurposing of any object, any field or other customization within Delphi or the SFDC Platform; (ii) any changes to or overrides of the Delphi’s default settings,

including but not limited to, the default record-level security configuration (OWD); or (iii) the removal or deactivation of an integration user account, in each case by Customer, its users, or its third parties.

- e. “自定义”是指客户：(i) 在 Delphi 或 SFDC 平台内创建、修改或重新利用任何对象、任何字段或其他自定义项；(ii) 对 Delphi 默认设置（包括但不限于默认的记录级安全配置 (OWD)）的任何更改或覆盖；或 (iii) 删除或停用集成用户帐户（在每种情况下，均由客户、其用户或其第三方作出）。
  - f. Customer shall not permit any property not owned or managed by Customer, or users and third parties of any such property, access to or use of Customer’s SFDC Org without Amadeus’ prior written consent.
  - f. 未经 Amadeus 事先书面同意，客户不得允许非客户拥有或管理的任何产业或任何此类产业的使用者和第三方访问或使用客户的 SFDC 组织。
  - g. If Customer is under management by a third party (“**Management Company**”) and the Management Company is a user of Delphi or is the corporate administrator of Delphi for the Customer’s Org, the Management Company must sign an agreement with Amadeus for its use of Delphi.
  - g. 如果客户由第三方（“**管理公司**”）管理，并且管理公司是 Delphi 的用户或是客户组织的 Delphi 公司管理员，则管理公司必须与 Amadeus 签署 Delphi 使用协议。
  - h. If Customer is a Management Company, before adding a property to the Customer’s Org, Customer must agree to the Terms on behalf of the property unless such property executes its own agreement with Amadeus.
  - h. 如果客户是一家管理公司，在将产业添加到客户的组织之前，客户必须代表该产业同意本条款，除非该产业与 Amadeus 签订了自己的协议。
7. **ADMINISTRATION AND SUPPORT SERVICES.** Customer is responsible for its own administration of Delphi and Customer’s SFDC Org. SFDC will provision one (1) administrative user for each block of fifty (50) Delphi User Subscriptions, for Customer’s use. Additional administrative user subscriptions are available at an additional charge. Support for Delphi will be provided by Amadeus in accordance with Amadeus Support Policy. To allow Amadeus to provide support to Customer for Delphi, SFDC will provision one additional administrative user to Customer’s Org, at no additional charge in order for the Amadeus support team to access Customer’s Org. SFDC does not provide Support for Delphi.
7. **管理和支持服务。** 客户自行负责管理 Delphi 和客户的 SFDC 组织。SFDC 将为每五十 (50) 个 Delphi 用户订阅块提供一个 (1) 个管理用户，供客户使用。额外的管理用户订阅需要额外收费。Amadeus 将根据 Amadeus 支持政策为 Delphi 提供支持。为了使 Amadeus 能够为客户提供 Delphi 支持，SFDC 将免费为客户的组织提供一个额外的管理用户，以便 Amadeus 支持团队能够访问客户的组织。SFDC 不为 Delphi 提供支持。
8. **STORAGE.** Each Delphi Org is automatically allotted 10GB of storage. Additional storage may be purchased through Amadeus by Customer.
8. **存储空间。** 每个 Delphi 组织都会自动分配 10GB 的存储空间。客户可通过 Amadeus 购买额外的存储空间。

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

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

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

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

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

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

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

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

## 2. 第三方供应商

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

(d) You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC

Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

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

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

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

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

## 2. 第三方供应商

经销商和其他第三方供应商（部分可能会出现在SFDC网站的页面上）包括第三方应用程序的供应商，提供与平台、SFDC服务和/或经销商应用程序相关的产品和服务，包括与客户使用平台和/或SFDC服务相关的实现、定制和其他咨询服务，以及与平台、SFDC服务和/或经销商应用程序进行互操作的应用程序（离线和在线），例如通过与平台、SFDC服务和/或经销商应用程序交换数据，或者通过使用平台和/或SFDC服务的应用程序界面在平台、SFDC服务和/或经销商应用程序内提供额外的功能。SFDC不承担任何第三方供应商或其任何产品或服务，包括但不限于经销商应用程序或经销商的任何其他产品或服务，无论该等产品或服务是否被SFDC认定为“经鉴定的”、“经验证的”或其他。贵方与第三方供应商之间的任何数据交换或其他交互（包括但不限于经销商应用程序），以及贵方对此类第三方供应商提供的任何产品或服务的任何购买（包括但不限于经销商应用程序），仅在贵方和此类第三方供应商之间进行。此外，SFDC或经销商可不定期按许可人指定并经贵方同意的条件，以OEM的方式向贵方提供一些额外的功能（不界定为平台或SFDC服务的一部分），但需支付额外费用，但贵方须就该额外功能进行单独采购。贵方使用任何该等额外功能，应受该等条款所规管；如与本SFDC服务协议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、法定或者其它形式的条件、陈述和保证，包括在没有限制的情况下任何关于适销性、适合某一特定目的、或不侵犯第三人权利的默示保证。

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

#### **11. 免责条款**

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

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

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

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

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

## SFDC Platform Enterprise Edition and Platform Unlimited Edition OEM Services Subscriptions

### SFDC平台企业版和平台无限版 OEM服务订购

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

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

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

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

“Reseller Application” means HRM Apps.

“经销商应用程序”是指HRM应用程序。

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

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

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

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

“SFDC” means salesforce.com.

“SFDC”是指salesforce.com。

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

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

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

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

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

“贵方的数据”是指由贵方在服务中提供的所有电子数据或信息。

#### 1. Use of Service.

##### 1. 服务的使用

(a) Each User subscription to the Reseller Application shall entitle one User to use the Service via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any



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

(a) 每个订购经销商应用程序的用户应授权一位用户通过经销商应用程序使用服务，但须遵守本SFDC服务协议条款以及经销商要求的其他条款。用户订购不能被多个用户共享或使用(但可以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) 尽管贵方有权限通过经销商应用程序访问平台或SFDC服务，但经销商是经销商应用程序和平台的唯一提供商且贵方仅与经销商建立合同关系。如果经销商停止经营或以其他方式停止提供或未能提供经销商应用程序，SFDC没有义务提供经销商应用程序或平台或退还贵方向经销商支付的任何费用。经销商全权负责为贵方提供经销商应用程序和平台使用方面的支持。为清楚起见，贵方无权获得SFDC的客户支持。

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

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

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

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

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

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

2. Third-Party Providers. Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the Platform, the SFDC Service, and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate

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

## 2. 第三方供应商

经销商和其他第三方供应商(SFDC网站上可能会列出部分, 包括AppExchange应用程序供应商)提供与平台、SFDC服务和经销商应用程序相关的产品和服务, 包括与客户使用平台和SFDC服务相关的实施、定制和其他咨询服务, 以及与平台、SFDC服务和经销商应用程序共同运行的应用程序(包括离线和在线)。例如: 通过与平台、SFDC服务和经销商应用程序交换数据; 使用平台和SFDC服务的应用程序编程接口在平台的用户界面、SFDC服务和经销商应用程序内提供附加功能。SFDC不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, 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。

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 Your 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 Your Data resulting from any such access by Third-Party Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Services.

## **3. 第三方应用程序及贵方数据**

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

**4. Integration with Third-Party Applications.** The Services may contain features designed to

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

#### 4. 与第三方应用程序的集成

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

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

#### 5. 所有权

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

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

#### 6. 贵方数据

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

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

#### 7. 强制披露

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

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

#### 8. 建议

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

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

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

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

## 10. 终止

贵方不得取消或终止已履行的订购订单。除非贵方在订购期限届满前30天向贵方经销商发出终止通知，用户订购会以续订当时有效的目录价格自动续期一(1)年。如果贵方或用户违反本SFDC服务协议的条款，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) 尽管贵方有权通过经销商应用程序访问平台或SFDC服务，但经销商是经销商应用程序的唯一提供商且贵方仅与经销商建立合同关系。如果经销商停止经营或以其他方式停止提供或未能提供经销商应用程序，SFDC没有义务提供经销商应用程序或退还贵方向经销商支付的任何费用。

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

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

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

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

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

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

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

## 2. 第三方供应商

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