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Appendix 1 - General Terms and Conditions

附录1-一般条款和条件

APPENDIX 1

TO

MASTER SOFTWARE AS A SERVICE AGREEMENT

附录 1

至

主软件服务协议

GENERAL TERMS AND CONDITIONS ("GTC")

一般条款和条件 ("GTC")

These GTC are incorporated and part of the Master Software as a Service Agreement between **Frontline Performance Group, LLC** ("FPG") and **Marriott International Administrative Services, Inc.**, a Delaware corporation dated September 1, 2022 ("Master Agreement"), and shall be incorporated by reference, along with the Master Agreement, into any Work Order ("WO") or Scope of Work ("SOW") issued pursuant to the Master Agreement. All references to the "Work Order (WO) or Scope of Work (SOW)" in this Appendix 1 include these Terms and Conditions and together and govern the provision of Services made available by FPG to the Customer.

这些一般条款和条件被纳入 Frontline Performance Group, LLC("FPG")与万豪国际行政服务有限公司(Marriott International Administrative Services, Inc 特拉华州公司)于2022年9月1日签订的主软件服务协议(“主协议”)的一部分, 并应与主协议一起被纳入, 根据主协议发布签发的任何工作订单 (“WO”) 或工作范围 (“SOW”)。本附录1中对 “工作订单 (WO) 或工作范围 (SOW) ” 的所有提及引用均包括这些条款和条件, 并共同管辖 FPG 向客户提供的服务。

IF YOU REGISTER FOR A TRIAL OF OUR SERVICES, THE TERMS OF THE GTC WILL ALSO GOVERN THAT TRIAL. BY EXECUTING THE ORF, THE PARTIES AGREE TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS WHICH ARE INCORPORATED AND MADE A PART OF THE ORF.

如果您注册试用我们的服务, 本一般条款和条件依然适用于此 “试用”。通过执行订单, 双方一致同意受本通用条款和条件的约束。

1. Definitions 定义

- 1.1. The below terms supplement or append the definitions set forth in the Master Agreement, or in the WO or SOW. Such terms when capitalized shall have the meaning indicated below unless the context otherwise requires:

以下条款补充或附加了主协议,工作订单 (WO) 或工作范围 (SOW) 中规定的定义。除非上下文另有要求, 否则大写术语应具有以下含义:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control,"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"关联方"是指直接或间接控制、受主体控制或与主体共同控制的任何实体。就本定义而言, “控制”是指直接或间接拥有或控制主体实体50%以上的投票权。

"Affiliate FPG Company" means any of the following companies acting as the Provider under an ORF, namely Frontline Performance Group, LLC, Frontline Performance Group UK, LTD, Frontline Performance Group SARL, Frontline Performance Group Sociedad Limitada, Frontline Performance Group Japan, GK, Frontline Performance Group Canada, LTD, TSA Training Services Pte Ltd, TSA Consultancy Services Pte. Ltd., TSA Technology Solutions Pte. Ltd., TSA Training Services FZ-LLC., TSA Performance Services Limited, and TSA Solutions Corporation or any of their Affiliates.

"关联 FPG 公司" 指在ORF下作为提供商的下列任何公司: 即 Frontline Performance Group, LLC, Frontline Performance Group UK, LTD, Frontline Performance Group SARL, Frontline Performance Group Sociedad Limitada, Frontline Performance Group Japan, GK, Frontline Performance Group Canada, LTD, TSA Training

Appendix to MSA and ORF - General Terms and Conditions

主软件服务协议和订单的附录- 一般条款和条件



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Services Pte Ltd, TSA Consultancy Services Pte. Ltd., TSA Technology Solutions Pte. Ltd., TSA Training Services FZ-LLC., TSA Performance Services Limited, and TSA Solutions Corporation 或其任何关联公司。

“Business Day” means a day which is not a weekend or public holiday in the Customers location.

“工作日” 指在客户处所，除公共假期及周末以外的一天。

“Customer Affiliate” means any entity (a) under the majority ownership or control of, under common majority ownership or control with, or which own or control, a Party; and (b) partnerships and joint ventures in which a Party or an entity under (a) above is a partner or a principal.

“客户会员” 指 (a) 被一方的多数所有权控制或拥有，或被共同一方的多数所有权控制或拥有的任何目标实体；且 (b) 上述 (a) 为合伙人或委托人的合伙企业或合资企业。

“Customer Data” means any and all information owned or provided by Customer, in any form, format or media (including paper, electronic and other records), that Provider has access to, obtains, uses, maintains or otherwise handles in connection with the performance of the Services, including partial copies thereof, including Personal Data and Hotel Associate Data where applicable, if any.

“客户资料” 指由客户向供应商提供的，以任何媒介形式存储的，客户一切专有或保密资料（例如以书面、电子版或任何记录）供应商为了提供服务，可以使用，获得这些数据，包括含有个人信息和酒店关联信息（如适用）的不完全副本。

“Customer Order Form” or **“ORF”** means a request for Service submitted by Customer or Customer Affiliate in the form designated by Provider (including any addenda and supplements thereto) and accepted by Provider in accordance with this GTC, detailing Services (in all events to the exclusion of any Customer proposed terms and conditions of purchase or purchase order(s) or other Customer proposed terms of business). Note the ORF may also be referenced as a **“Work Order”**, **“Scope of Work”**, or **“Scope of Services”**.

“客户订单” 或 **“ORF”** 是指由客户或客户关联公司以供应商指定的形式提交的服务请求，(包括其任何附录和补充) 提交并由供应商根据本GTC接受的服务请求，详细说明服务（在任何情况下，不包括任何客户提议的采购条款或采购订单或其他客户提议的业务条款）。请注意，ORF也可被称为“工作订单”、“工作范围”或“服务范围”。

“Documentation” means information provided on paper, or online. Examples are user guides, white papers, on-line help, quick-reference guides.

“文档” 指以纸质版或在线电子版提供的信息，例如用户手册，白皮书，在线帮助，快捷参考指南。

“FPG Software” (also referred to as IN-GaugeSM) means the infrastructure, technology, computers, communications network, equipment, storage capacity, back-up services, and other hardware, software, and reporting analytics delivered that FPG owns, leases or uses to provide the Services and refers to all or any of the following:

“FPG软件” (也称为IN-GaugeSM) 指FPG拥有、租赁或提供服务使用的基础设施、技术、计算机、通信网络、设备、存储容量、备份服务以及其他硬件、软件和报告分析服务。并指以下所有或任何内容：

- IN-GaugeSM Performance Management Software
IN-GaugeSM 绩效管理软件
- Data extraction Process to support PMS, POS, Datawarehouse, Data Lake or any customer third party application
数据信息提取流程，以支持 PMS, POS, 数据仓库，数据湖或任何客户第三方应用程序
- FPG Front Desk Upsell tracking and reporting processes and mechanism;
FPG前台增销追踪和报告流程和机制
- IN-GaugeSM modular application to include core functionality, features and UI
IN-GaugeSM 模块化应用程序，包括核心功能，特性和UI
- IN-GaugeSM machine learning products to learn application



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IN-GaugeSM 机器学习产品学习应用

- IN-GaugeSM Knowledgebase

IN-GaugeSM 知识库

- IN-GaugeSM administration panel provided as part of IN-GaugeSM

IN-GaugeSM 管理面板作为 IN-GaugeSM 的一部分提供

“FPG Technology” shall have the meaning assigned to it in Clause 5.4;

“FPG 技术” 应具有第5.4条赋予其的含义；

“Guest” means an individual or entity seeking hotel accommodations at the Customer’s facilities (each, a “Hotel”);

“宾客” 指在客户设施 (各称为 “酒店”) 寻求酒店住宿的个人或实体；

“Hotel Associate Data” means Personal Data as it related to the employees at the Hotel who have access to FPG Services.

“酒店相关数据” 指与有权使用FPG服务的酒店员工相关的个人资料。

“Hotel Guest Data” means Personal Data related to any Guest.

“宾客资料” 指与任何宾客相关的个人资料。

“Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws and all renewals and extensions thereof, whether such rights arise under the law of Singapore or any other country;

“知识产权” 指一切授予的、申请的或以其他方式与任何专利、版权、商标、商业秘密、数据库保护或其他知识产权法律有关的、已注册或未注册的权利以及上述各项的所有续展和延期，无论该等权利按照新加坡法律或任何其他国家法律的规定产生；

“Licensed Marks” means such trade or service mark and logo associated with FPG Services.

“许可标志” 指与 FPG 软件有关的贸易或服务标志和标识；

“Losses” means all losses, fines, penalties, liabilities, damages and claims, and all related costs and expenses (including reasonable legal fees, disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

“损失” 指所有损失，罚款，处罚，负债，损害和索赔以及所有相关的成本和费用（包括合理的律师费，调查，诉讼，和解，判决的支出和费用，利息和罚款）。

“Marriott Marks” means Marriott trademarks, trade names, web site domain names, service marks and logos, whether or not registered.

“万豪标志” 指万豪商标，商号，网站域名，服务标志和徽标，无论是否注册。

“Metadata” shall have the meaning assigned in Clause 9.10.

“元数据” 如第 9.10 条所定义

“ORF” means either a Work Order or a Scope of Work, or such other form of an ordering document specifying the Services to be provided that is entered into between the Provider and Customer.

“ORF” 系指工作订单或工作范围，或提供商与客户之间签订的规定所提供服务的此类或其他形式的订购文件。

“Personal Data” shall mean any information that identifies or relates to an identifiable individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement or such information that Vendor may have access to while performing its obligations and responsibilities



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under this Agreement.

“个人信息” 指任何识别或具有可识别个人的相关信息，包括个人的姓名，地址，电话号码，电子邮件地址，信用卡信息，社会安全号码或其他类似的特定事实信息，不论存储媒介（例如以书面、电子版或任何记录）。“个人信息”也包括作为本协议一部分生成，收集，存储或获取的信息，或提供商在履行本协议下的义务和责任时获得的信息。

“Shared Services” means services provided by Provider from Provider's premises, including but not limited to, administration, monitoring, auditing, support services.

“共享服务” 指提供商从提供商的场所提供的服务，包括但不限于管理、监控、审计和支持服务。

“Subscriptions” means Service delivery model where services can be purchased as subscriptions, paid for on a monthly or annual basis.

“订购” 指服务交付模式。按照该模式，服务以“订购”方式购买，按月或按年付费。

“Taxes” as defined in Clause 4.

“税费” 如第4条所定义。

“Third Party Claim(s)” means all claims or threatened claims, civil, criminal, administrative, or investigative action or proceeding, demand, charge, action, cause of action or other proceeding asserted against a Party brought by a third party.

“第三方索赔” 指针对第三方提出的针对某方主张的所有索赔或威胁索赔，民事，刑事，行政或调查性诉讼或诉讼，要求，指控，诉讼，诉因或其他诉讼。

“Usage Data” shall have the meaning assigned in Clause 9.9

“使用数据” 如第9.9条所定义；

2. Term, Termination and Suspension

有效期、终止和暂停

- 2.1. Term. The term of each Service or Subscription shall be as specified in the applicable ORF. Except as may otherwise be specified in an ORF, Subscriptions will automatically renew for additional periods equal to the expiring Subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Subscription term.

有效期。每项服务或订阅的期限应在适用的ORF中规定。除非ORF另有规定，否则订阅将自动续约，延长期限等于即将到期的认购期限或一(1)年(以较短者为准)，除非任何一方在相关认购期限结束前至少三十(30)天向对方发出不续期的书面通知。

- 2.2. Termination. Neither Party may unilaterally terminate an ORF prior to the expiry of the term specified in the ORF, unless expressly permitted pursuant to the terms of the ORF; provided however, that either Party shall be entitled to terminate the ORF forthwith:

终止。任何一方均不得在ORF规定的期限届满前单方面终止ORF，除非ORF条款明确允许；但任何一方均有权立即终止该ORF：

- 2.2.1. If the other Party (the “Defaulting Party”) is in breach of any of the terms of the ORF where such term is incapable of remedy or if such breach is capable of remedy, the Defaulting Party shall fail to remedy such breach within thirty (30) days' written notice of such breach; or

如果另一方（“违约方”）违反 ORF 服务协议的任何条款，且该等条款无法进行补救，或者如果该等违约行为能够进行补救，但违约方未能在关于该等违约行为的三十（30）天书面通知期内对该等违约行为进行补救；或

- 2.2.2. immediately in the event the other party becomes the subject of a petition in bankruptcy or any other



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proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

如果另一方成为破产申请的主体，或为了债权人利益实施的与破产、接管、清算或转让有关的任何其他程序的主体。

- 2.2.3. With ninety (90) days' notice, If the Customer/Hotel is no longer owned, managed, franchised, licensed by or otherwise affiliated with Marriott ("Deflag").

提前九十（90）天通知，如果客户/酒店不再由万豪所有，管理，特许经营，许可或以其他方式与万豪有关联（撤牌）。

- 2.3. In the event the Provider terminates the ORF pursuant to Clause 2.2.1:

如果提供商按照第 2.2.1 条的规定终止ORF 服务协议：

- 2.3.1. The Provider will be entitled to recover payment for all Services rendered calculated on a pro-rated basis up to Termination date, considering the number of remote consulting hours or on-site/virtual days consumed OR the number of months Services have been rendered, whichever is higher; as well as cost for implementation and set-up if termination occurs within the first six months of such implementation and 提供商将有权获偿按比例计算的所有已提供服务的费用（依现场耗费的天数或已提供服务的月数（以较高者为准））、以及（如果在实施后前六个月内发生终止）实施和安装费用和

- 2.3.2. The Customer shall not be entitled to a refund of any upfront fees paid if any, up to the date of Termination. 客户无权获得任何已支付的预付费用的退款。

- 2.3.3. The Provider will be entitled to, as liquidated damages, a termination fee (as calculated below, the "Termination Fee"). The Termination Fee shall be calculated as follows:

提供商将有权获得终止费（如下所述，“终止费”）作为违约赔偿金。终止费的计算方式如下：

The greater of:

以下两者中的较大者：

- (A) An amount equal to sixty percent (60%) of the aggregate fees payable for each full or partial month remaining in the Term of the Services Agreement or any ORF between Customer and Provider; and

在服务协议期限内或客户与提供商之间的任何ORF期限内剩余的每个完整或部分月，应支付总费用的百分之六十（60%）；以及

- (B) The Termination Fee, if any has been stipulated under the terms of the Services Agreement or any ORF between Customer and Provider, as calculated in accordance with the terms of the Services Agreement or any ORF between Customer and Provider.

终止费(如有)已在《服务协议》条款或客户与提供商之间的任何ORF下规定，按《服务协议》条款或客户与提供商之间的任何ORF计算。

- 2.3.4. THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE ACTUAL DAMAGES TO FPG IN THE EVENT OF CUSTOMER'S TERMINATION (ACTUAL OR CONSTRUCTIVE) OR BREACH OF THIS GTC OR ANY AGREEMENT WOULD BE IMPOSSIBLE OR IMPRACTICAL TO DETERMINE AND THAT THIS PROVISION FOR LIQUIDATED DAMAGES IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AND KNOWN TO THE PARTIES AS OF THE DATE OF THIS GTC.

本协议双方承认并同意，在客户终止(实际或推定)或违反本GTC协议或任何协议的情况下，对FPG的实际损害将不可能也无法做出实际的判定，并且在本GTC协议签订之日双方已知的现有情况下，该违约赔偿金规定是合理的。

- 2.4. **Effect of Termination.** Upon any termination, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Access to Customer Data") and all Confidential Information. Termination for any reason shall not relieve Customer



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of the obligation to pay any fees accrued or due and payable to Provider prior to the effective date of termination. Additionally, Provider shall refund to Customer any prepaid amounts applicable to Services not performed as of the effective date of termination. Termination of the ORF shall not affect any rights that any Party may have (whether at law or in equity), with respect to any breach of the ORF occurring prior to or following such date of termination and termination for any reason other than for uncured material breach by Provider, such as Termination for convenience, shall not relieve Customer of the obligation to pay any Subscription amounts due under all agreements or orders. Upon termination for cause by Provider, all future Subscription Fees due shall be accelerated and become due and payable immediately. Upon for cause by Customer, Provider shall refund Customer any unused prepaid fees for the affected Services that were to be provided after the effective date of termination.

终止效力。在终止后，客户均应于该终止之日起，立即停止访问和以其他方式利用相关服务（除非按照标题为“访问客户资料”的条款的规定获得允许）和所有保密信息。ORF 因任何原因导致的终止，均不得免除客户支付在终止生效日期前已发生的或到期且应向提供商支付的任何费用的义务。因任何原因导致的终止（因提供商的无法补救的重大违约行为导致的终止除外），均不得免除客户按照所有协议或ORF 订单的规定支付所有未来到期款项的义务。在提供商因故终止协议之后，所有未来到期款项均应提前，且立即到期应付。在客户因故终止协议之后，提供商应向客户退还受影响之服务的任何未使用的预付费用，该等受影响的服务本应于终止生效日期之后提供。

- 2.5. **Access to Customer Data and Deletion of Customer Data.** Upon request by Customer or upon Termination, Provider shall return or delete all relevant Customer Data that is maintained by Provider, but that is no longer necessary to provide the Services, and delete all existing copies of such Customer Data, unless otherwise required by applicable law. Upon request by Customer, Provider can make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to thirty (30) days after such request is received. After such thirty (30) day period, Provider will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. If Customer requests Provider's assistance, Customer may acquire professional services at Provider's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Both Parties agree this Section 2.6 may need to be modified from time to time to remain compliant with applicable laws.

访问客户资料和删除客户资料。当协议期满或依客户要求，提供商应归还或删除由提供商维护，且不再用于提供服务的客户数据。除非法律另有规定，此类客户数据的副本也应删除。应客户要求，供应商可在收到要求至多30天内，以检索为目的向客户提供客户数据。在三十（30）天期限之后，提供商将不承担维护或提供任何客户资料的义务，而且，除非法律禁止，否则可在此后删除所有客户资料。如果客户要求提供商提供协助，客户可按照单独签署的工作说明书和专业服务协议的规定，按照提供商当时有效的结算费率获得专业服务。双方同意，第2.6节可能需要不时修改，以符合适用法律。

- 2.6. **Suspension for Renovation.** Provider recognizes that Customer business may require a period of closure for renovations. If this occurs during the Term, Customer has the right to notify Provider in writing sixty (60) days prior to planned closure for renovations and is required to inform Provider of anticipated re-opening dates (known as "The Renovation Period"). At Providers discretion, the Services may be suspended for the Renovation Period and automatically resume at the end of the Renovation Period at the same Fees; provided however, that no Fee will be due to Provider during the Renovation Period.

装修暂停。提供商确认，客户业务可能需要停业一段时间进行装修。如果在有效期内发生这种情况，客户有权在计划的停业装修前六十（60）天书面通知提供商，并且须向提供商通知预计的重新开业日期（称为“装修期”）。提供商可自行决定，在装修期内暂停服务，并在装修期结束时按照相同的费用自动恢复。

- 2.7. **Seasonal Suspension.** Provider recognizes that the Customer may have a seasonal operation where it operates only for specific periods every year ("Seasonal Operations"). If the Customer gives notice upfront prior to signing the ORF that the Hotel has Seasonal Operations, then the ORF will be issued recognizing the Seasonal Operations and specifying the closing and re-opening dates each year. For such Seasonal Operations, the monthly Services and corresponding monthly payments will be suspended from the first day of the month the Hotel closes and will resume on the first day of the month the Hotel re-opens for business ("Seasonal Suspension Period"). For the



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avoidance of doubt, the Services will be suspended for the Seasonal Suspension Period and automatically resume immediately after the Seasonal Suspension Period, at the same pricing.”

季节性暂停。 供应商认识到客户可能有季节性运营，每年仅在特定时期运营（“季节性运营”）。如果客户在签署订购单之前预先通知酒店有季节性运营，则将签发订购单，以确认该季节性运营并指定每年的关闭和重新开业日期。对于此类季节性运营，每月服务和相应的每月付款将从酒店关闭的当月第一天开始暂停，并将在酒店重新开业的当月的第一天（“季节性停产期”）恢复。为免生疑问，服务将在季节性暂停期暂停，并在季节性暂停期后立即以相同的价格自动恢复。”

- 2.8. **Surviving Provisions.** Notwithstanding anything to the contrary in this Section 3, The Sections titled "Fees and Payment for Services Purchased or Subscriptions," "Software License Rights," "Intellectual Property," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Warranty," "Limitation of Liability," "Term & Termination", "Fees & Payment for Services," "Access to Data and Deletion of Customer Data," "Contracting Parties, Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration if this Agreement.

存续条款。 尽管本第 3 条有任何相反的规定，标题为“购买服务或预订服务的费用和支付”、“软件许可权”、“知识产权”、“保密”、“免责声明”、“相互赔偿”、“保证”、“责任限制”、“有效期和终止”、“服务费用和支付”、“访问资料和删除客户资料”、“合同当事人、通知、适用法律和管辖权”以及“一般规定”的条款将在本协议终止或期满后继续有效。

3. Fees & Payment for Services Purchased or Subscriptions

购买服务或预订服务的费用和支付

- 3.1. Provider will invoice Customer electronically for all Fees and reimbursable items payable to the Provider according to the terms set out in the ORF. The Customer will pay the invoiced amount in full within thirty (30) days of the email date that the invoice was sent or, the date invoice was posted if Customer requests an additional physical copy of invoice, without deduction or setoff.

提供商将按照订单中列出的条款，以电子方式向客户开具所有费用、收费和可偿付项目的账单。客户将在账单开具后三十（30）个营业日内全额支付账单金额，无扣除或抵销。

- 3.2. All payments are to be made in full and free from all deductions, costs, local taxes (including withholding taxes), charges and agreed staff incentive, if any. All payments shall be made in the specified currency on the Invoice, and be paid by bank transfer to the designated bank account, specified in the invoice.

所有款项均将全额支付，且无任何扣除、费用、地方税（包括预提税）、收费和约定的员工激励（如有）。所有款项均应按照账单上规定的货币支付，并通过银行转账的方式支付至账单上规定的指定银行账户。

- 3.3. If a Customer has any dispute with an invoice, and such dispute cannot be resolved within fifteen (15) days, Customer shall pay the amounts due, less the disputed amount, and shall advise Provider in detail of the reason for the dispute. If the disputed amount is later determined to have been payable, Customer will pay Provider interest on such amount from the thirtieth (30th) day after the disputed invoice was originally received by Customer at the late payment rate of the lesser of (a) 1.0% per month or (b) the highest interest rate permitted by applicable law for outstanding debt ("Late Payment Rate"). If Customer paid an amount that was not due under the Services Agreement, Provider shall refund such amount within thirty (30) days after receipt of notice thereof from Customer. If such refund is not completed within thirty (30) days of receipt of such notice, such amount shall bear interest at the Late Payment Rate. If any portion of such amount is in dispute, Provider shall refund the amounts not in dispute and shall notify Customer in reasonable detail of the reason for the dispute. If the disputed amount is later determined to have been refundable, Provider will pay Customer interest on such amount from the thirtieth (30th) day after the disputed refund notice was originally received by Provider at the Late Payment Rate.

如果客户对账单有任何争议，而该争议在15天之内无法解决，客户应支付应付金额（减去争议金额），并将争议原因详细告知提供商。如后续认定争议款项为应付款，则客户应从客户最初收到有争议的发票后的第三十（30）天



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开始，向服务提供商支付该金额的利息，以 (a) 1.0% 或 (b) 适用法律所允许的未偿债务最高利率（“延迟付款率”），以较小者为准。如果客户支付了根据服务协议未到期的金额，则提供商应在收到客户的通知后三十（30）天内退还该金额。如果在收到通知后的三十（30）天内未完成退款，则该款项应按滞纳金支付利息。如果该金额的任何部分有争议，提供商应退还无争议的金额，并应将争议原因合理详细地告知客户。如果争议金额后来被确定为可退款，提供商将在提供商最初收到争议退款通知后的第三十（30）天按延迟付款率向客户支付该金额的利息。

4. Taxes

税费

- 4.1. Other than set forth in the ORF, each Party shall bear its own Taxes (if any) and legal and other costs and expenses, payable in connection with the ORF and the Services contemplated thereunder.

除订单中规定的以外，各方应承担与订单及协议项下拟进行的服务有关的应缴税款（如有）以及法律和其他费用。

- 4.2. Taxes includes any tax, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”).

税费包括任何税收，征税，关税或任何相关性质的政府评估，包括增值税，销售税，使用税或预扣税，可在任何司法管辖区进行评估（统称为“税”）。

- 4.3. Customer is responsible for paying all Taxes associated with purchases hereunder. If FPG has the legal obligation to pay or collect Taxes on behalf of the Hotel, FPG will add such taxes to Customer Invoice. Such tax would be paid by the Customer unless a valid tax exemption certificate authorized by the appropriate taxing authority is issued to FPG.

按照服务协议的规定，客户应支付与提供商提供的服务有关的所有税费。客户应根据服务协议支付与提供商提供服务有关的所有税费。如果 FPG 有法定义务代表客户支付或收取税款，则提供商会将此类税款添加到客户账单中。

除非 FPG 获得由相关税务部门出具的有效税收豁免证书，客户应支付此类税款。

FPG is solely responsible for taxes assessable based on our income, property and employees.

FPG 全权负责根据自己的收入，财产和员工应纳税额。

5. Software License and Subscription Usage Rights

软件许可证和订阅使用权

- 5.1. Subject to both a valid Master Agreement and ORF being in full force and effect, the Provider grants Customer a non-exclusive, non-transferable, non-assignable license to access and use the FPG Software. The Provider reserves all rights to the FPG Software and FPG Program materials and methodology, including the right to update, modify, alter, amend or remove any functions or feature from the FPG Software at any time at its sole discretion.

基于具有完全效力的有效主协议和订单，提供商授予客户一项非专有的、不可转让的、不可让与的许可，以访问和使用 FPG 软件和服务交付平台。提供商保留 FPG 软件和 FPG 项目资料和方法的所有权利，包括自行决定在任何时间更新、修改、改变、变更或删除 FPG 软件的任何功能或特性的权利。

- 5.2. Customer has the right to and use of content subject to the terms of the Agreement and Documentation, only during the term of the Agreement, and only with respect to any locations being Serviced pursuant to the Agreement.

客户仅在本协议期限内，且仅在根据本协议提供服务的任何地点，有权按照服务协议和文档的条款使用内容。

- 5.3. Customer Data remains the exclusive property of Customer or its licensors. Provider acquires no right, title or interest therein, except that Provider may use the Customer Data for the sole, exclusive and limited purpose of performing the Services in compliance with the terms and conditions of the Services Agreement.

客户数据是客户及其授权人独有财产。除本协议中授予的有限许可外，提供商对任何客户资料无任何权利、所有权或利益。

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- 5.4. FPG Software - IN-Gauge Performance Management Software contains audio visual information, processes, algorithms, user interfaces, know-how, trade secrets, techniques, Licensed Marks and other technical material or information (collectively "FPG Technology") that is proprietary to or licensed by Provider (collectively "FPG IP Rights").

FPG 软件 - IN-Gauge 绩效管理软件包含视听信息、流程、算法、用户界面、专有技术、商业秘密、技术、许可标志以及其他技术资料或信息（统称为“FPG 技术”），上述各项为提供商所专有或由提供商许可使用（统称为“FPG 知识产权”）。

- 5.5. Other than as expressly set forth herein, no other license or rights in or to the FPG Technology or FPG IP Rights are granted to the Customer or Customer Affiliates. Nothing in the Agreements shall constitute an assignment or transfer of the FPG IP Rights or FPG Technology to the Customer. FPG reserves all rights not expressly granted herein. Except as set forth in this GTC, no express or implied license or right of any kind is granted to Customer regarding the FPG IP Rights or FPG Technology. Customer hereby acknowledges and agrees that FPG and its third-party suppliers and licensors exclusively own all rights, title and interest in the FPG IP Rights or FPG Technology, any customizations or other deliverables developed and/or provided during the Services, and intellectual property rights therein. Customer also acknowledges that the FPG IP Rights or FPG Technology contain confidential and proprietary information and trade secrets belonging to FPG, its third-party suppliers and licensors, and that nothing herein gives Customer any right, title or interest in the FPG IP Rights or FPG Technology except for Customer's limited express rights granted pursuant to this GTC. FPG shall be entitled to the unrestricted use and dissemination of any questions, comments, suggestions, ideas, feedback or any other information about the FPG IP Rights or FPG Technology. All data input into the FPG Technology are the property of FPG and become a part of the FPG IP Rights or FPG Technology which may be accessed and shared in the aggregate indefinitely. 除本协议明确规定外，未向客户授予 FPG 技术或 FPG 知识产权的任何其他许可或权利。本协议或服务协议中的任何条款，均不构成向客户转让或让与 FPG 知识产权或 FPG 技术。FPG 保留本协议未明确授予的所有权利。除本 GTC 规定外，未向客户授予有关 FPG 知识产权或 FPG 技术的任何明示或暗示许可或权利。客户在此承认并同意，FPG 及其第三方供应商和许可方独家拥有 FPG 知识产权或 FPG 技术、服务期间开发和/或提供的任何定制或其他交付物以及其中的知识产权的所有权利、所有权和权益。客户还承认，FPG 知识产权或 FPG 技术包含属于 FPG、其第三方供应商和许可方的机密和专有信息及商业秘密，本协议中的任何内容均未赋予客户 FPG 知识产权或 FPG 科技的任何权利、所有权或权益，但客户根据本 GTC 授予的有限明示权利除外。FPG 有权不受限制地使用和传播有关 FPG 知识产权或 FPG 技术的任何问题、意见、建议、想法、反馈或任何其他信息。FPG 技术中输入的所有数据均为 FPG 的财产，并成为 FPG 知识产权或 FPG 技术的一部分，可无限期访问和共享。

- 5.6. Customer may use FPG IP Rights or FPG Technology solely on behalf of Customer for Customer's business purposes. Customer shall not:

客户可仅代表客户出于业务目的使用 FPG 知识产权或 FPG 技术。客户不得：

- (a) copy, alter, modify, reverse engineer, disassemble or decompile the FPG Technology or FPG Software, or create any derivative works therefrom;
对 FPG 技术或 FPG 软件进行复制、变更、修改、反向工程、反汇编或反编译或，或由此创建任何衍生作品；
- (b) copy, alter, modify, repurpose FPG Program materials and methodology;
对 FPG 项目资料和方法进行复制、变更、修改、修改；
- (c) timeshare, license or allow any person or entity other than its employees or authorized personnel to access or use the FPG Software or any FPG Technology;
分时共享、许可或允许除其雇员或授权人员以外的任何人或实体访问或使用 FPG 软件或任何 FPG 技术
- (d) create any link to the FPG Software or FPG Technology or frame or mirror any content contained in or accessible from the FPG Software or FPG Technology;

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创建 FPG 软件或 FPG 技术的任何链接，或创建 FPG 软件或 FPG 技术中包含或可访问的任何内容的任何框架或镜像；

- (e) tamper with the security of any user account;
妨碍任何用户账户的安全性；
- (f) access any Services to build a competitive product or compete with Provider;
为开发竞争性产品或与提供商进行竞争而访问任何服务；
- (g) render any part of the FPG Technology or FPG Software unusable;
导致 FPG 技术或 FPG 软件的任何部分不能使用；
- (h) use any of the FPG Technology or FPG Software for purposes not specified in the Services Agreement;
将任何 FPG 技术或 FPG 软件用于服务协议中未规定的目的。
- (i) disclose or publish the results of any benchmark tests run using the FPG Software or any FPG Technology;
披露或公布使用 FPG 软件或任何 FPG 技术运行的任何基准测试的结果；
- (j) use the FPG Software or any FPG Technology to engage in spamming, mailbombing, spoofing or any other fraudulent, illegal or unauthorized use;
使用 FPG 软件或任何 FPG 技术进行垃圾邮件、邮件轰炸、欺骗假冒或任何其他欺诈、非法或未经授权的使用；
- (k) knowingly introduce into or transmit through FPG Software or any FPG Technology any virus, worm, trap door, back door; or
故意向 FPG 软件或任何 FPG 技术引入或传播任何病毒、蠕虫、陷阱门、后门；或
- (l) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within FPG Software or any FPG Technology.
删除、隐藏或更改 FPG 软件或任何 FPG 技术中附加或包含的任何版权声明、商标或其他专有权利声明。

- 5.7. Unless otherwise specified in this Master Agreement or ORF, any work product generated as a result of the Services contemplated hereunder remain the property of Provider.

除非本主协议和订单中另有规定，否则任何由于本协议项下拟提供的服务所产生的工作成果均仍属于提供商的财产。

6. Provider's Obligations

提供商的义务

- 6.1. The Provider shall:

提供商应：

- 6.1.1. maintain any consents, permits, licenses, approvals, accreditations and other documents necessary to provide the Services;
维持提供服务必需的任何同意书、许可证、许可、批准、鉴定和其他文件；
- 6.1.2. have the necessary resources, facilities, tools and equipment to perform the Services;
拥有履行服务必需的资源、设施、工具和设备；
- 6.1.3. ensure that its performance of the Services do not infringe any third party intellectual property, proprietary or other rights;
保证其履行服务不得侵犯任何第三方知识产权、专有权利或其他权利；
- 6.1.4. maintain commercially reasonable administrative, physical, organizational and technical safeguards for protection of the security, confidentiality and integrity of Customers Data;
保持商业上合理的行政、物质、组织和技术保障，以保护客户资料的安全性、保密性和完整性；

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6.1.5. shall comply with all applicable laws, ordinances, statutes and regulations, regarding the privacy and security of personal identifiable information within the applicable jurisdictions. Provider shall not provide Customer Data or Guest Data to any third party without the express written consent of the Customer.

遵守有关管辖区内的所有适用的关于个人身份信息的隐私和安全性的法律、条例、法规和规章。未经客户的明确同意，提供商不得向任何第三方提供客户资料或旅客资料。

6.1.6. Provider will be responsible for the performance of personnel (including Provider employees and contractors) who are required to deliver the Services and be responsible for their compliance with FPG's obligations under the applicable Services Agreement, except as otherwise specified herein.

提供商将对应交付服务的人员（包括我们的雇员和承包商）的履约负责，并对其遵守 FPG 在本协议项下的义务的行为负责，本协议中另有规定的除外。

6.1.7. Maintain commercially reasonable insurance policies to cover the Services being provided per the Services Agreement.

维护商业上合理的保险单，以涵盖根据服务协议提供的服务。

6.2. The Provider warrants that all Services shall be performed:

提供商保证，履行所有服务应：

6.2.1. in accordance in all respects with the specifications set out herein and in the Services Agreement;
在所有方面遵守服务协议中规定的规范；

6.2.2. by experienced and properly trained personnel exercising all reasonable skill and care necessary to perform the Services;
由经验丰富且经适当培训的人员履行服务；

6.2.3. in a proper and professional manner which meets or exceeds prevailing industry standards and practices;
按照适当和专业的方式，遵守一般公认的行业标准和实践做法；

6.2.4. in compliance with all applicable government laws, statutory provisions, industry regulations, standards and guidelines (including, without limitation, health, safety, hygiene and environmental requirements in the place of performance).

遵守所有适用的政府法律、法定规定、行业规定、标准和指南（包括但不限于，履约方面的健康、安全、卫生和环境要求）。

6.3. The Provider
提供商

6.3.1. may delegate the performance of portions of the Services to its authorized subcontractors and service providers, provided the Provider shall be responsible for the performance and liable for the actions or omissions of its subcontractors or service providers and shall indemnify Customer for the actions and omissions of such subcontractors or services providers.

可以委托其授权分包商和服务提供商履行服务的部分，前提是提供商仍向客户负责提供服务。

6.3.2. is responsible at all times for the performance of its' personnel (including employees and contractors) and their compliance with Providers obligations under this Agreement, except as otherwise specified herein
始终对其人员（包括雇员和承包商）的履约及其遵守本协议项下的提供商义务的行为负责，本协议中另有规定的除外。

6.3.3. shall ensure that all subcontractors and service providers have committed themselves to protect Customer's Confidential Information in a manner that is consistent with the terms of the Services Agreement or under an appropriate statutory obligation of confidentiality.

应确保所有分包商和服务提供商致力于按照与服务协议条款一致的方式或在适当的法定保密义务下保护客

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户的机密信息。

- 6.3.4. is committed to secure handling of all data submitted into the FPG Software, including any Personal Data, and is audited quarterly.

致力于安全处理提交给 FPG 分析平台的所有数据，包括任何个人数据，并每季度进行定期审核。

- 6.3.5. maintains its data in secure AWS currently located in data centers supported by AWS throughout the globe.

将其数据保存在目前位于 AWS 全球支持的数据中心的安全 AWS 中。

- 6.3.6. will not use Customer Data for any other use than outlined in the Services.

不会将客户数据用于服务以外的其他用途。

7. Customer's Obligations

客户的义务

- 7.1. Customer shall:

客户应：

- 7.1.1. be solely responsible for errors in the Services resulting from inaccurate or incomplete data supplied by the Customer or at the Customer's direction;

对因客户提供的或按照客户指示提供的不准确或不完整的数据导致产生的服务差错承担全部责任；

- 7.1.2. be responsible for the accuracy, quality and legality of data provided to Provider and the means by which Customer acquired such data;

对向提供商提供的数据的准确性、质量、合法性及客户获取该等数据的方式负责；

- 7.1.3. provide all commercially reasonable logistic, administrative, physical, organizational and technical requirements necessary for the Provider to render the services under any Services Agreement;

对于供应商依任何服务协议提供服物所必要的物流、行政、物质、组织、和技术要求，在商业合理的范围内，予以提供。

- 7.1.4. be responsible for their Users compliance with the Agreements and Documentation;

应负责其用户遵守协议和文档；

- 7.1.5. be responsible for maintaining the minimum operating environment required to deliver the Services as outlined in Schedule B.

负责维护提供附件 B 所述服务所需的最低运行环境。

- 7.1.6. be responsible for informing Provider of any change or upgrade to those Customer systems required for Provider Services.

负责通知提供商服务所需的客户系统的任何变更或升级。

- 7.1.7. use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content and notify Provider promptly of any such unauthorized access or use;

使用商业上的合理努力防止未经授权访问或使用服务和内容，并立即通知提供商该等未经授权访问或使用情况发生；

- 7.1.8. comply with the Master Agreement, Documentation and ORF.

遵守主协议、文档和订单；

- 7.1.9. use commercially reasonable efforts to prevent unauthorized access to or use of Services and notify Provider promptly of any such unauthorized access or use.

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Appendix to MSA and ORF - General Terms and Conditions

主软件服务协议和订单的附录- 一般条款和条件



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的情况发生；

- 7.1.10. be responsible for determining appropriate level of access and administering access management.
负责确定适当的访问级别，并执行访问管理。

8. Intellectual Property Rights

知识产权

- 8.1. In the course of delivering the Services, the Parties may disclose or grant access to the other Party (the “Recipient Party”) documents, data, records or other information stored in print, electronic format or in any other manner (collectively the “Materials”) which contain intellectual property rights belonging to the first Party.

在交付服务过程中，双方可以向另一方（“接收方”）披露或允许另一方访问以打印、电子格式或任何其他格式存储的、包含属于第一方的知识产权的文件、数据、记录或其他信息（统称为“材料”）。

- 8.2. The Parties shall each use the Materials belonging to the other solely in relation to the use or provision of the Services and for maximizing Customer’s Front Desk Upselling performance.

双方应仅出于与服务的使用或提供有关的目的而使用属于彼此的材料，以便于最大程度地提高客户前台增销售业绩。

- 8.3. The Recipient Party shall not reproduce, distribute, publish, sell, adapt, translate, commercialize or otherwise deal with the Materials in any manner inconsistent with the intellectual property rights of the owner of such Materials

接收方不得与此类材料的所有者的知识产权相抵触的任何方式复制，分发，出版，出售，改编，翻译，商业化或以其他方式处理此类材料。

- 8.4. For the purposes of this Clause, “electronic format” includes, download, or other similar electronic medium (in any machine or human readable format, including without limitation swf, html, xml, rtf or pdf).

就本条款而言，“电子格式”包括下载或其他类似的电子媒介（以任何机器或人类可读格式，包括但不限于，swf、html、xml、rtf 或 pdf）。

9. Confidentiality and Personal Data

保密与个人信息

- 9.1. The term “Confidential Information” shall mean all non-public information or materials (in every form and media) which has been or is hereafter disclosed or made available by either Party (the “Disclosing Party”) to the other (the “Receiving Party”) including (i) trade secrets and know-how, (ii) existing or contemplated products, services, processes, techniques, methodologies or means of doing business, (iii) business plans, sales or marketing methods, (iv) financial information, (v) cost data, (vi) Guest lists, (vii) pricing policies, (x) information about officers, employees, consultants and service providers of either Party, and (xi) other proprietary business information of either Party. “Information” as it relates to people or entities includes contact information such as name, title, position, address, phone numbers, and email addresses.

按照本通用条款和条件，“保密信息”一词指任何一方（“披露方”）已向另一方（“接收方”）披露的或提供的或在此后向接收方披露的或提供的所有信息或专有材料（任何形式和媒介），包括（i）商业秘密和专有技术；（ii）现有的或预期的产品、服务、工艺、技术和方法；（iii）业务计划、销售或营销方法；（iv）财务信息；（v）成本数据；（vi）客户名单；（vii）定价政策；（viii）关于任何一方的管理人员、雇员、顾问和服务提供商的信息；以及（xi）任何一方的其他专有业务信息。“信息”与个人或实体相关的，包括联系人信息，如姓名、职务、职位、地址、电话号码和电子邮件地址。

- 9.2. “Trade Secrets” include methods, techniques or processes that derives independent economic value from not being generally known to, and not being readily accessible by persons who can obtain economic value from its disclosure or use.

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“商业秘密”包括方法、技术或工艺，该方法、技术或工艺从不为可从其披露或使用中获得经济价值的人士普遍知晓、不为该等人士轻易获得的信息中获取独立经济价值。

- 9.3. The Parties shall each (i) hold the Confidential Information of the other in strict confidence and take reasonable care to avoid the disclosure or release thereof to any other person or entity, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under the Services Agreement. Each Party shall disclose the Confidential Information of the other only to those of its employees, consultants and service providers having a need to know such Confidential Information, provided that such persons and entities have signed a non-disclosure agreement containing provisions no less restrictive than those contained in this Clause.

双方应各自 (i) 对另一方的保密信息进行严格保密，并采取合理的注意，避免向其他人或实体披露或发布该等保密信息；(ii) 不得使用另一方的保密信息用于任何目的，服务协议项下明确规定的目的除外。每一方应仅向其有必要知晓该等保密信息的雇员、顾问和服务提供商披露另一方的保密信息，前提是该等人士和实体已签署包含限制程度不低于本条款中包含的条款的保密协议。

- 9.4. The obligations of either Party under this Clause shall not apply to information or materials that the Receiving Party can demonstrate:

任何一方在本条款项下的义务，对于接收方能够证明具有下列情形的信息或材料不适用：

- 9.4.1. was in its possession at the time of disclosure and without restriction as to confidentiality;
披露之时其持有的，且不具有保密限制的，信息或材料；
- 9.4.2. at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party;
披露之时已为公众普遍知晓的信息或材料或披露之后为公众普遍知晓，（因接收方违反协议或其他不当行为导致除外）；
- 9.4.3. has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the Receiving Party;
从第三方收到的信息或材料，且该第三方不受披露限制的约束，接收方未违反协议或无其他不当行为；
- 9.4.4. is independently developed by the receiving party without reference to the Confidential Information of the Disclosing Party;
接收方在未参考披露方的保密信息的情况下独立开发的信息或材料；
- 9.4.5. is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the Receiving Party shall furnish prompt written notice of such required disclosure and reasonably cooperate with the Disclosing Party, at Disclosing Party's cost and expense, in any effort made by the Disclosing Party to seek a protective order or other appropriate protection of its Confidential Information and any disclosure under this sub-clause is limited to the extent of the legal requirement.
法律或具有有效管辖权的法院命令或监管机构要求披露的信息或材料，前提是接收方应立即书面通知该等要求的披露，并合理配合披露方，费用由披露方承担，披露方尽一切努力寻求保护令或对其保密信息的其他适当保护，且本款项下的披露限于法律要求的范围。

- 9.5. All Confidential Information disclosed hereunder shall remain the property of the Disclosing Party. No license under any patent or other intellectual property right is granted or conveyed hereby or by any disclosure of Confidential Information made hereunder.

本协议项下披露的所有保密信息应属于披露方的财产。未通过本协议或按照本协议披露保密信息授予或转让任何专利权或其他知识产权项下的许可。

- 9.6. The Receiving Party shall deliver to the Disclosing Party all documents and materials containing any Confidential



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Information on the earlier of:

接收方应于下列较早时间向披露方交付包含任何保密信息的所有文件和材料:

9.6.1. a demand by the Disclosing Party; or
披露方要求时; 或

9.6.2. the termination of the Services Agreement howsoever caused if demanded by the Disclosing Party.
披露方要求服务协议终止之时, 无论因何原因导致。

9.7. The Disclosing Party shall be entitled to injunctive relief to prevent any threatened or actual breach of the obligations in this Clause. Such injunctive relief shall be in addition to any other remedies available to the Disclosing Party at law or in equity.

披露方有权获得禁令救济以防止可能发生的或实际发生的违反本条款中义务的情况。该等禁令救济应是披露方在普通法上或衡平法上可获得的任何其他补救的补充。

9.8. **Personal Data.** Provider will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personal Data. As between Customer and Provider, Personal Data is the exclusive property of Customer and will be deemed Customer Data under the applicable provisions of the Master Agreement and Confidential Information subject to the confidentiality provisions of this Services Agreement. In no event may Provider: (a) use Personal Data to market its services or those of a third party; or (b) sell or transfer Personal Data to third parties; or (c) otherwise provide third parties with access thereto. Provider shall provide Customer with access to Personal Data at any time as Customer may request. If Provider is required under applicable law to use Personal Data in a manner inconsistent with any of the foregoing, it will prior to doing so inform Customer of the applicable legal requirement(s), unless the law prohibits such information on important grounds of public interest.

个人信息。 提供商将遵守所有适用的隐私和其他有关保护, 收集和传播个人信息的法律和法规。在客户和提供商之间, 个人信息属于客户的专有财产, 并依本协议的保密规定, 及本协议和机密信息的适用条款, 视为客户资料。无论任何情况下, 提供商都不得: (a) 使用个人信息推销其服务或第三方的服务; (b) 将使用个人信息出售或转让给第三方; 或 (c) 向第三方提供个人信息。提供商应随时根据客户的要求向客户提供所需的个人信息。如果提供商根据适用法律要求以与上述任何不一致的方式使用个人信息, 提供商将在此之前通知客户适用的法律要求, 除非法律基于公共利益的重要理由而禁止此类信息。

9.9. **Usage Data.** The Parties recognize that it is possible for data to be collected from End Users that is not Personal Data, including "hits", "clickstream data" and the like. Any such data entered by or collected from End Users ("Usage Data"), is Provider's exclusive property. Provider may use Usage Data in any manner that is aggregated and anonymized such that the data cannot be identified back to Customer, any Property or any End-User or group of End-Users.

使用数据。 提供商与客户均认可, 可以从终端用户收集非个人信息的数据, 包括“点击量”, “点击流”等相关数据。由终端用户输入或收集的任何此类数据 (“使用数据”) 是提供商的专有财产。鉴于数据不被追溯回客户, 任何财产, 或任何终端用户或终端用户组的情况下, 提供商可以任何汇总和匿名的方式运用使用数据。

9.10. **Metadata.** The Parties recognize that Providers software, processing and analysis produces metadata including custom output and reports. Such output and reports including Benchmarking, geographical comparisons ("Metadata and Analytics"), is Provider's exclusive property. Provider may use Metadata and reports in any manner that is aggregated and anonymized such that the metadata cannot be identified back to Customer, any Property or any End-User or group of End-Users.

元数据。 提供商与客户均认可提供商的平台, 处理和分析所产生的元数据包括定制产物和报告。这些产物和报告包括基准测试, 地理比较 (“元数据”), 是提供商的专有财产。基于数据不可识别客户, 任何物业, 或任何终端用户或终端用户组的条件下, 提供商可以以任何汇总和匿名的方式运用使用数据。



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10. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

声明、保证、排他性补救和免责声明

10.1. Representations. 声明

Each party represents that it has validly entered into the ORF and has the legal power to do so.
每一方声明，其已有效签署本订单，并具有签署本协议的法律权力。

10.2. Warranties. 保证

EXCEPT AS STATED HEREIN, THE DISCLOSING PARTY MAKES NO OTHER WARRANTIES, AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.

除非本协议另有说明，披露方未做出其他保证，且保密信息按“原样”提供。

Both parties shall comply with and obtain all authorizations required by export control laws and all related regulations to operate and provide respective services.

双方应遵守并获得出口管制法律和所有有关法规要求的经营和提供有关服务所需的所有授权。

FPG warrants that (a) the Master Agreement, ORF and the Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) if it modifies the overall security, procedures, policies or controls of the Services during a contract period or subscription term, it will promptly notify Customer, (c) the Services will perform materially in accordance with the applicable Documentation, (d) it will not materially decrease the functionality of the Services during a contract period or subscription term, and (e) the Services will not introduce malicious code into Customer systems (f) any change in a third party hosting provider or hosting facility is subject to continued compliance with Customer's security requirements and shall be subject to security audits by Customer as set forth in the Services Agreement. Notwithstanding the foregoing in Section 10.2(f), Customer understands and acknowledges that the transmissions of data through the Internet are not inherently secure, and that security measures are not foolproof.

FPG 保证，(a) 本主协议、订单和文档准确描述对于保护您的资料的安全性、保密性和完整性所需的有关行政、物理和技术保障；(b) 如在合同期内或订购期内，总体安全，流程，政策或服务控制发生变更，TSA会及时通知客户 (c) 购买服务将实质性遵守有关文档；(d) 我们在合同期限或预订期限不会实质性减少购买服务的功能；以及 (e) 购买服务和内容不会将恶意代码插入您的系统。(f) 第三方托管供应商和托管设施的变更，应符合客户的安全要求，并接受客户依据本服务协议开展的安全审计。虽然有上述10.2(f)款规定，客户理解并认可，通过因特网传输数据存在内在不安全因素，任何安全措施并非万无一失。

10.3. Disclaimers. 免责声明

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT AND TRIAL SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

除非本协议中明确规定，任何一方未作出任何种类的明示的、默示的、法定的或其他保证，且在适用法律允许的最大范围内，每一方特别否认所有默示保证，包括产品适销性、适用于特定目的或不侵权等默示保证。内容和试用服务按“现状”提供，排除任何性质的保证。对因任何第三方托管提供商导致的任何损害或损害赔偿，各方均不负有任

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何责任和赔偿义务。

11. Indemnification

相互赔偿

- 11.1. Indemnification by FPG. FPG will indemnify, defend and hold harmless Customer and Customer Affiliates and their respective officers, directors, employees, agents, successors and assigns, from any Losses related to, arising from, or in connection with any Third Party Claims (a) the infringement by Provider of a third party's Intellectual Property Rights; (b) Provider's negligence, willful misconduct or breach by Provider of any representation, warranty, or other obligation under the ORF; (c) any violation by Provider of applicable laws, rules, regulations, ordinances, orders, and directions of federal, state, provincial, county, and municipal governments, all as they may be amended from time to time provided Customer (a) promptly give written notice of the Third-Party Claim, (b) give FPG sole control of the defense and settlement of the Third-Party Claim (except that FPG may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) give FPG all reasonable assistance, at FPG's expense.

由 FPG 赔偿。FPG 将为客户、其客户分支机构和其各管理人员、董事、员工、代理、继任者和受让人辩护，免受第三方做出的或提出的与下述相关的赔偿：(a) 提供者侵犯了第三方的知识产权；(b) 提供者的疏忽、不正当行为或违反订单规定的任何陈述、保证或其他义务的行为；(c) 提供商违反联邦、州、省、县和市政府适用法律、法规、条例、命令和指示的情况，所有这些情况可能会不时予以修改，前提是客户 (a) 立即发送关于针对您提出的索赔的书面通知；(b) 允许 FPG 单独控制针对您提出的索赔进行辩护和和解（当 FPG 不能针对您提出的任何索赔进行和解时除外，除非其无条件免除您的所有责任）；以及 (c) 给予 FPG 一切合理的协助，费用由 FPG 承担。

- 11.2. If FPG receives information about an infringement or misappropriation claim related to a Service, FPG may in their sole discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching FPG's warranties under Section 11 (Warranties), (ii) obtain a license for continued use of that Service in accordance with the Services Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Third-Party Claim arises solely from a Non-FPG application or non-FPG Software.

如果 FPG 收到关于涉及服务的侵权或侵占索赔的信息，我们可以自行决定且在您不承担费用的情况下 (i) 修改服务使其不再侵权或侵占，且不违反我们在第 11 条（保证）项下的 FPG 保证；(ii) 根据本协议获得继续使用该服务的许可，或者 (iii) 提前30天发送书面通知，终止客户对该服务的订购服务，而且退还涉及被终止订购部分期限的剩余部分的任何预付费。上述辩护和赔偿义务不适用于由非 FPG 应用程序或非 FPG 软件引起的对客户的索赔。

- 11.3. Indemnification by Customer. Customer will defend Provider against any claim, demand, suit or proceeding made or brought against FPG by a third party alleging that Customer Data infringes or misappropriates such third party's intellectual property rights or violates applicable law (a "Claim Against FPG"), and will indemnify FPG from any damages, attorney fees and costs finally awarded against FPG as a result of, or for any amounts paid by FPG under a court-approved settlement of, a Claim Against FPG, provided Provider (a) promptly give Customer written notice of the Claim Against FPG, (b) give Customer sole control of the defense and settlement of the Claim Against FPG (except that Customer may not settle any Claim Against FPG unless it unconditionally releases FPG of all liability), and (c) give Customer all reasonable assistance, at Customer's expense. Mutual Indemnities. Each Party agrees to indemnify, defend and hold harmless the other party and its respective officers, directors, employees, agents, successors, and assigns, from any Losses related to, arising from, or in connection with any Third Party Claims alleging: (a) personal injury, wrongful death, or property damage proximately caused by the negligence or willful misconduct of the indemnitor, its employees, agents or subcontractors; (b) an act or omission of the indemnitor in its capacity as employer of a person; and (c) any breach by the indemnitor of its obligation with respect to Personal Data or Confidential Information under the Services Agreement.

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主软件服务协议和订单的附录-一般条款和条件



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Appendix 1 - General Terms and Conditions

附录1-一般条款和条件

由客户赔偿。对第三方向 FPG 做出的或提出的关于诉称客户资料违规、客户违反本协议使用任何服务或内容侵犯或侵占该等第三方的知识产权或违反适用法律的任何索赔、要求、诉讼或程序（“针对 FPG 提出的索赔”），客户将保护提供商免受损害。对由于针对 FPG 诉讼而导致的任何损失赔偿，律师费，判决赔偿责任，或者任何经法庭批准的和解协议项下的应支付款项，客户在满足以下条件基础上，对 FPG 予以赔偿。（a）我们立即书面通知客户关于针对 FPG 提出的索赔的情况；（b）允许客户单独控制对针对 FPG 提出的索赔进行抗辩和和解（客户不能对针对 FPG 提出的任何索赔进行和解时除外，除非其无条件免除 FPG 的所有责任）；以及（c）给予客户一切合理的协助，费用由客户承担。相互赔偿。各方同意就与以下任何第三方索赔有关的，与之相关的任何损失赔偿，为另一方及其各自的管理层，董事，雇员，代理人，继任人抗辩，并使其免受损害：（a）由于赔偿人，其员工，代理商或分包商的过失或不正当行为而造成的人身伤害，不当致死或财产损失；（b）赔偿人以某人的雇主身份作为或不作为；（c）赔偿人违反服务协议中有关个人数据或机密信息的义务。

12. Limitation of Liability

责任限制

- 12.1. The Provider shall not be liable for any losses or damages resulting from the loss, misdirection, corruption or erasure of data, unauthorized dissemination of data, inability to access the internet, or inability to transmit or receive information due to circumstances not within the direct control of Provider or its service Providers such as but not limited to, Customer's equipment capabilities including the PMS system, telecommunication failure or internet service Provider limitations (including but not limited to disruption or outage of communication, power or utilities). 对于由于超出提供商或其服务提供商的直接和排他性控制范围的情况导致的损失、指示错误、损坏或数据擦除、未经授权传播数据、无法访问因特网、或无法传送或接收信息引起的任何损失或损害赔偿，提供商不承担责任，上述情况包括但不限于，客户设备能力，包括 PMS 系统、电信故障或因特网服务提供商限制（包括但不限于，通信、电力或公用设施中断或故障）。
- 12.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENTS INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITY TO MAKE PROFITS, LOSS OF REVENUE, OR BUSINESS INTERRUPTION EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. 在任何情况下，任何一方都无需对另一方承担与本服务协议有关或因本服务协议引起的间接的，特别的，偶然的，重要的或惩罚性的损害赔偿，包括但不限于利润损失、盈利机会损失、收入损失或业务中断，即使当事人已经被告知此类损害的可能性。
- 12.3. Save for breaches in respect of Intellectual Property Rights and Confidential Information, the Provider's aggregate liability for any damages incurred in connection with the ORF, whether in contract or tort (including negligence but excluding gross negligence or willful misconduct), or strict liability shall not exceed the amount of US\$1,000,000. 除违反有关知识产权和保密义务情况外，提供商对因任何订单所产生的损害赔偿赔偿责任，无论是合同或侵权（包括疏忽大意但不包括重大过失或故意）或无过失责任，累计不得超过 100 万美元。
- 12.4. Notwithstanding the foregoing, the limitations of liability in the ORF shall not apply to limit: (a) a Party's defense and indemnification obligations; (b) either party's liability to the other party for Losses incurred by such other party arising from fraud, gross negligence or willful misconduct of the liable party; or (c) Provider's liability to Customer for Losses incurred by Customer arising from: (i)) Provider's breach of any applicable laws, rules or regulations. For the avoidance of doubt, all damages, costs, expenses, penalties, awards, settlements or fines (including reasonable legal costs), of all types, arising out of or related to a security breach shall be considered direct damages. 尽管有上述规定，订单中的责任限制不适用于限制：（a）一方的辩护和赔偿义务；（b）任何一方对由于另一方



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Appendix 1 - General Terms and Conditions

附录1-一般条款和条件

由于欺诈，严重过失或故意的不当行为而造成的损失对另一方承担的责任；或（c）服务提供商对客户因以下原因引起的损失承担的责任：（i）提供商违反任何适用的法律，法规或规定。为免生疑问，由安全违规引起或与之有关的所有类型的所有损害，成本，费用，罚金，裁决，和解或罚款（包括合理的法律费用）应被视为直接损害。

- 12.5. The Parties agree that the limitations in this Section are essential elements of the agreement between the Parties and that in the absence of such limitations, the pricing and terms of the ORF would be substantially different. The foregoing disclaimer will not apply to the extent prohibited by law.

双方同意本章节的限制是双方协议的重要因素。在没有这样限制的情况下，订单的价格和条款会不同。上述的免责声明不适用于法律所禁止的范围。

13. General Provisions 一般条款

13.1. Privileged Licenses, Licenses and Permits. 特权许可、许可和许可证。

If any governmental license or permit is required for the proper and lawful conduct of FPG's services to be carried on in or at the Customers premises, or if a failure to procure such a license or permit might or would in any way affect the operations of the Customer, then FPG, at its cost, will duly procure and thereafter maintain such license or permit and deliver the same for inspection by Customer within a reasonable amount of time. FPG will at all times comply with the requirements of each such license or permit.

如果在客户场所适当和合法地实施 FPG 服务需要政府许可或许可证，或者如果未能获得该许可或许可证可能或将会在任何方面影响客户的经营，FPG 自行承担费用，依法获得并在此后维持该等许可或许可证，并在合理的时间交付该等许可或许可证以供客户进行检验。FPG 将始终遵守每个该等许可或许可证的要求。

13.2. Relationship of the Parties 双方的关系

- 13.2.1. The relationship between the Provider and the Customer is that of independent contractors and neither Party is an employee, agent, partner or joint-venture of the other. Customer has no authority, apparent or otherwise, to contract for or on behalf of Provider, or in any other ways legally bind Provider in any fashion. Provider has no authority, apparent or otherwise, to contract for or on behalf of Customer, or in any other ways legally bind Customer in any fashion.

提供商与客户之间的关系属于独立承包商的关系，且任何一方均不是另一方的雇员、代理人、合伙人或合资人。客户无权（明显或其他的）代提供商签订合同，或以其他方式以任何形式在法律上约束提供商。提供商无权（明显或其他的）代表客户订立合同，或以其他方式以任何形式在法律上约束客户。

- 13.2.2. Neither Party shall hold itself out as the agent of the other Party, nor imply, nor fail to correct a misunderstanding, that there is an agency relationship between it and the other Party.

任何一方不得声称其为另一方的代理人，亦不得暗示其与另一方之间有代理关系，或不纠正其与另一方之间有代理关系的误解。

- 13.2.3. Each Party is solely responsible for its employees, contractors and directors and officers or representative agents and neither party's employees, contractors, directors or officers or representative agents will be entitled to or benefit from the other Party's benefit or entitlement plans.

每一方单独对其雇员、承包商和董事和管理人员或代表人、代理人负责，任何一方的雇员、承包商和董事或管理人员或代表人、代理人无权享有另一方的权益或权利计划，无权从另一方的权益或权利计划中受益。

13.3. Construction & Legal Advice 解释和法律建议



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In the event of any dispute over the terms in the ORF, the terms will be deemed to have been drafted by all Parties herein and will not be strictly construed as against any Party. The Parties have been made aware of their right and opportunity to consult with independent legal counsel and have either done so, or knowingly waive the right to do so. Further the Parties acknowledge that they have engaged in negotiations to reach agreement on the said terms.

如果对订单的条款产生争议，此条款将视为由本协议所有当事方起草，不会严格解释为不利于任何一方。双方已经知晓其与独立法律顾问进行咨询的权利和机会，且已进行该等咨询，或已故意放弃进行该等协商的权利。各方确认，已进行协商就该等条款达成一致协议。

13.4. Force Majeure **不可抗力**

Neither Party shall be liable for delays or failure in performance caused by acts of God, war, strike, labour dispute, work stoppage, fire, act of government or any other cause, whether similar or dissimilar beyond the control of that Party. If either Party is affected by any force majeure, it shall promptly notify the other party of its nature and extent, and shall use all reasonable efforts to overcome the force majeure.

如果任何一方由于天灾、战争、罢工、劳资纠纷、停工、火灾、政府行为或超出其控制范围的其他事由导致迟延或未能履行，无论是类似的或不类似的，任何一方不承担任何责任。如果任何一方受不可抗力的影响，该方应立即通知另一方不可抗力的性质和范围，且应尽所有合理的努力克服不可抗力。

13.5. Foreign Corrupt Practices Act FCPA and Anti-Money Laundering **反海外腐败法（FCPA）和反洗钱**

13.5.1. Provider understands and complies with the applicable Foreign Corrupt Practices Act ("FCPA") and complies with any applicable laws and regulations related to anti-corruption, anti-bribery, anti-money laundering and sanctions, that are applicable to this Agreement or the actions of the Provider in connection with this Agreement.

提供商理解并遵守美国《反海外腐败法》（“FCPA”）以及任何适用于本协议，或适用于供应商依据本协议行为，与制裁，反腐败，反行贿，反洗钱相关的法律法规。

13.5.2. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from either Party's employees or agents in connection with this Agreement. Reasonable entertainment provided in the ordinary course of business do not violate the above restriction. If Customer shall learn of any violation of the above restriction, if permitted by applicable law, Customer will use reasonable efforts to promptly notify Provider at Admin@FrontlinePG.com

就本协议，任何一方未收到我们的雇员或代理人提供的任何非法或不当的贿赂、回扣、支付、礼物或有价值的东西。正常业务过程中提供的合理的招待，不违反上述限制。如果客户知晓发生违反上述限制的情况，在相关法律许可的情况下，客户将尽合理的努力立即通过 Admin@FrontlinePG.com 通知提供商。

13.6. Amendments **修正案**

The terms of the ORF may be amended, varied or supplemented or supplemented only by an instrument in writing signed by the respective Parties' authorized representatives.

订单条款仅可通过带有相关方授权代表签字的书面指示修改，更改或补充。

13.7. Severability **可分割性**

If any provision or part of the ORF shall be, or be found by any authority or Court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions in the Services Agreement, which shall remain in full force and effect. Notwithstanding the foregoing,



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Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be illegal, invalid or unenforceable.

如果订单协议的任何条款或部分无效或不可执行、或被具有有效管辖权的任何机构或法院认定无效或不可执行，该等无效或不可执行不影响本协议和服务协议中的仍然具有完全效力的其他条款或该等条款的部分。尽管有上述规定，双方应进行善意协商，约定互相满意的条款以替代被认定违法、无效或不可执行的条款。

13.8. Export Controls **出口管制**

Each party shall comply with the export laws and regulations of the applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed The Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List (SDN List) or Other OFAC Sanctions List as maintained and provided by The U.S. Department of the Treasury; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

各方在提供和使用服务时，应遵守相关司法管辖区的出口法律和法规。在不限制上述规定的一般性的前提下，客户不得向以下人或实体提供服务：（i）位于受美国政府禁运的国家；（ii）列于外国资产控制办公室（OFAC）特别指定国民和封锁人员名单（SDN名单）或美国财政部维护和其他OFAC制裁名单；或（iii）从事直接或间接与扩散大规模毁灭性武器有关的活动。

13.9. Headings: "Includes" and "Including" **“标题”；“包括”**

All captions, titles or section headings of the ORF are for ease of reference only, shall not affect the interpretation or construction of any provisions of the ORF and shall not be deemed part of the ORF. Wherever the word “including” or “include” shall appear in the ORF, such term shall be construed to mean “including without limitation” or “include without limitation,” as the case may be.

订单的所有提要、标题或章节标题仅为方便参考而设，不得影响对订单条款的解释或诠释，不得视为订单的一部分。订单中出现“包括”一词时，该术语视具体情况可解释为指“包括但不限于”。

13.10. Partial Invalidity **部分无效**

If any provision of the ORF or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, competent arbitrator or other competent authority, the remainder of the ORF shall be valid and enforceable to the extent permitted by applicable law. The invalid provision shall be replaced by an appropriate provision, which to the extent permitted by applicable law, comes closest to the parties' intent of what the parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of the ORF.

如果订单的任何条款或该条款对任何当事方或情况的适用，被有关法院、有关仲裁人或其他有关机构宣告无效、违法或不可执行，订单的其他条款，在适用法律允许的范围内，是有效的和可执行的。在适用法律允许的范围内，如双方已知悉该等无效或不可执行性，则无效条款应被最接近双方约定意图的有关条款取代，以实现订单的精神和目的。

13.11. Waiver **豁免**

No failure or delay by a Party in exercising any right, power or remedy under the ORF shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of



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any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by the other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

一方未能或迟延履行订单下的任何权利、权力或补救，不得视为对该等权利、权力或补救的放弃，单一或部分行使该等权利、权力或补救不得阻碍对该等权利、权力或补救的进一步行使或对任何其他权利、权力或补救的行使。在不限上述规定的前提下，一方放弃对另一方违反本协议任何条款的违约行为进行追究不得视为放弃对后续违反该条款或本协议任何其他条款的违约行为进行追究。

13.12. Rights and Remedies

权利和补救措施

The remedies conferred by the provisions herein and in the Agreements shall be in addition to any other remedy that is available at law or in equity. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedy.

本协议中条款授予的补救措施，是对普通法或衡平法上可获得的其他补救措施的补充。任何一方选择一种或一种以上该等补救措施不构成该方放弃寻求任何其他可获得的补救措施的权利。

13.13. Assignment

转让

Neither Party may assign its right, benefits or obligations under the Agreements to any other party without the prior written consent of the other Party provided that no consent shall be required for (a) the Provider to assign its rights, benefits and obligations under the Agreements to an Affiliate FPG Company; or (b) Customer to assign rights, benefits and obligations under the Agreements to a Customer Affiliate. In either case, the assigning party will provide advance written notice of such assignment for assignment to be effective and all rights of the affected agreements to be upheld.

未经另一方的事先书面同意，任何一方不得向任何其他方转让其在本协议下的权利、权益或义务，但前提是：（a）提供商向关联方 FPG 公司转让其在本协议下的权利、权益和义务；或（b）客户将协议项下的权利、利益和义务转让给客户关联方。在任何一种情况下，转让方均应提前书面通知此类转让，以使转让生效，并维护受影响协议的所有权利。

13.14. Successors and Assigns

承继人和受让人

The Services Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

服务协议应符合本协议双方以及他们各自的承继人和许可受让人的利益，并对本协议双方以及他们各自的承继人和许可受让人具有约束力。

13.15. Third-Party Beneficiaries

第三方受益人

FPG's Content licensors shall have the benefit of the same rights and protections hereunder with respect to the applicable Content. There are no other third-party beneficiaries under this Agreement. The Parties acknowledge that Customer Affiliates shall be considered third party beneficiaries to the ORF to the extent such Customer Affiliates make direct use of the Services pursuant to the rights granted under the ORF and have similar binding terms of confidentiality, liability and indemnification.

FPG 内容许可人应享有本协议项下针对有关内容的相同的权利和保护措施。本协议项下无其他第三方受益人。签约方认可客户分支机构为订单的第三方受益人，可依订单授予的权利直接使用相关服务，也受到同样的隐私，责任，



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赔偿条款约束。

13.16. Counterparts

副本

The Services Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original in the Services Agreement but all the counterparts shall together constitute one and the same instrument.

服务协议可由双方签署一份或多份单独的副本，除非每一方至少签署一份副本且每份该等副本构成本协议以及服务协议的原件，否则是无效的，但所有副本加在一起构成同一份文件。

13.17. Prevailing Language of Agreement & Notices

协议和通知主导语言

13.17.1. The ORF is in English and if the Services Agreement is translated into and/or signed in any language other than English, the English language text shall prevail in the event of any discrepancy or inconsistency between the translation and the English language text.

订单使用英语书写，如果服务协议翻译成和/或使用英语之外的语言，如果译本与英语版本之间有任何不一致或差异，应以英语版本为准。

13.17.2. Each notice, instrument, certificate or other communication to be given by a party to another under the ORF or in connection with the ORF shall be in English (being the language in the ORF) and in the event that such notice, instrument, certificate or other communication or the ORF is translated into any other language, the English language text shall prevail in any and all events and circumstances.

一方向其他方发送的订单下的或与订单有关的每份通知、文件、证明或其他通信，应使用英语（作为本协议及订单的语言），而且如果该等通知、文件、证明或其他通信或订单翻译成任何其他语言，在任何和所有情况下，以英语版本为准。

13.18. Entire Agreement and Order of Precedence

完整协议和优先顺序

This GTC, together with the applicable Agreements or ORF represents the entire agreement between the Parties regarding use of Services relating to the subject matter of the Agreements or ORF. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the Parties relating to the same subject matter.

本一般条款和条件以及适用的协议或订单代表双方之间就使用与服务协议标的事宜有关的服务和内容达成的全部协议或订单。本协议取代双方之间先前或同时就同一标的事宜达成的所有口头或书面通信、提案、条件、声明和保证，并优于双方之间关于同一标的事宜的任何报价、订单、确认或其他通信的冲突条款或附加条款。

No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in a purchase order or in any other order documentation (excluding ORFs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) Appendix 1 (General Terms and Conditions), (2) the Master Agreement, and (3) applicable ORFs.

任何对本协议条款的修改、修订或豁免均无效，除非此修改、修订或豁免采用书面形式并由主张该等修改、修订或豁免的被执行一方签署。双方同意，采购订单或其他订单文件（不包括订单）中所述任何条款或条件是无效的。如果下述文件有任何冲突或不一致，优先顺序如下：（1）附录1（通用条款和条件）；（2）物业服务协议；以及（3）



Specific reference to this Mandarin translation. If there is any inconsistency or discrepancy between the Mandarin and English versions, the English version shall prevail.

本中文译本仅供参考。如中文与英文版本之间有任何不一致或差异，应以英文版本为准。

Appendix 1 - General Terms and Conditions
附录1-一般条款和条件

适用的订单。

14. Contracting Parties, Notices, Governing Law and Jurisdiction
合同当事人、通知、管辖法律和管辖权

14.1. General.
一般规定

The table below defines who the Customer is contracting with under this Agreement, who each party should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, will depend on where the Customer is domiciled.

下表规定本协议项下与客户签约的公司、本协议项下接收各方通知的公司，因本协议引起的或与本协议相关的任何诉讼的适用法律、以及对该等诉讼具有管辖权的法院，将取决于客户的住所地。

14.2. Agreement to Governing Law and Jurisdiction
据法和管辖权协定

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts below

各方同意接受上述适用的管辖法律，不考虑法律规则的选择或冲突，并同意上述相关法院的专属管辖权。

If You are domiciled in: 如果您的所在地在:	You are contracting with: 您与以下公司签约:	Notices should be addressed to: 通知应发送至:	The governing law is: 管辖法律是:	The courts having exclusive jurisdiction: 具有专属管辖权的法院:
The United States of America, Mexico or a Country in Central America, South America or the Caribbean	Frontline Performance Group, LLC	1075 W. Morse Blvd., Winter Park, FL 32789	Florida and Controlling United States federal law	Orlando, Florida U.S.A.
Canada	Frontline Performance Group Canada, Ltd.	777 Dunsmuir Street, Suite 1700 Vancouver BC V7Y 1K4	Florida and Controlling United States federal law	Orlando, Florida U.S.A.
A Country in Europe other than France or Spain	Frontline Performance Group UK, LTD	3rd Floor, 207 Regent Street, London, W1B 3HH	England & Wales	England & Wales
France	Frontline Performance Group SARL	250BIS BD Saint Germain 75007 Paris	England & Wales	England & Wales
Spain	Frontline Performance Group Sociedad Limitada	Paseo de Gracia 34, Barcelona, 08007, Spain	England & Wales	England & Wales
A Country in the Middle East or Africa, Turkey, Sri Lanka, Maldives	TSA Training Services FZ-LLC	The Administrator P.O. Box 75329, Dubai, United Arab Emirates;	England & Wales	England & Wales
India	FPG Technologies India Private Limited	3rd Floor, 305 and 306, A Wing, ICC Trade Tower, Senapati Bapat Road, Pune, Maharashtra, 411016	Singapore	Singapore



Specific reference to this Mandarin translation. If there is any inconsistency or discrepancy between the Mandarin and English versions, the English version shall prevail.

本中文译本仅供参考。如中文与英文版本之间有任何不一致或差异，应以英文版本为准。

Appendix 1 - General Terms and Conditions

附录1-一般条款和条件

A Country in Asia or the Pacific region, other than Japan or China	TSA Training Services Pte Ltd, a Singapore private limited company	The Administrator 100H Pasir Panjang Road #03-01 to 03 OC@Pasir Panjang Singapore 118524	Singapore	Singapore
Japan	Frontline Performance Group Japan, GK	Oak Minami-Azabu Building 2F, 3-19-23 Minami-Azabu, Minato-ku, Tokyo	Singapore	Singapore
China, Hong Kong, Macau or Mongolia	TSA Consultancy Services Pte. Ltd, a Singapore private limited company	The Administrator 100H Pasir Panjang Road #03-01 to 03 OC@Pasir Panjang Singapore 118524	Singapore	Singapore
Australia	Frontline Performance Group Australia, Pty Limited	Level 9, 63 Exhibition Street, Melbourne VIC 3000	Singapore	Singapore

14.3. Manner of Giving Notice.

发出通知方式

Except as otherwise specified herein or in an ORF, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the seventh (7th) business day after regular mailing, (iii) the second (2nd) business day after sending by confirmed facsimile, or (iv) by email at the time when the email was confirmed received (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices and any other relevant Service notices to Customer shall be addressed to the contacts designated herein or the Order Form.

除非服务协议或订单中另有规定，本协议项下的所有通知、许可和批准应采用书面形式，并视为于下列时间送达：

(i) 亲自送达之时； (ii) 普通邮寄后第七个工作日； (iii) 经确认传真发送后第二个工作日；或 (iv) 通过电子邮件发送时，于电子邮件确认收悉之时（前提是终止通知或索赔不能仅通过电子邮件传达）。向客户发送的账单相关通知及其他有关服务通知应发送至服务协议或订单中指定的联系人。

4858-8803-7161, v. 9

4862KTBH:4858-8803-7161, v. 9

