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On-Site and Professional Services Terms and Conditions

现场与专业服务条款与条件

1. Definitions

定义

- (A) **“Consultant”** means the consultant provided by Vendor responsible for delivering certain Services.
“顾问”指供应商提供的负责交付特定服务的顾问。
- (B) **“On-Site Service”** means Services provided by a Consultant at the location occupied by Customer.
“现场服务”指顾问在客户经营场所提供的服务。
- (C) **“Remote Service”** means Services provided by Consultant via remote infrastructure such as phone calls, video conference, webinars, chats.
“远程服务”指顾问通过远程基础设施，例如电话、视频会议、网络研讨会、在线聊天等提供的服务。
- (D) **“Services”** means those specific services as outlined in the Work Order, and including some or all of training, coaching, consulting services for the purpose of: (i) maximizing Customer performance across revenue management, operations and finance, (ii) working with Customer to develop implementation plans, ROI analysis, identifying opportunity, and establishing relevant revenue, profit, guest loyalty, and guest satisfaction goals and metrics, (iii) increasing the performance of Customer employees, providing training, coaching and support for Customer business goals, and (iv) trainers fulfilling Services.
“服务”指工作订单中列明的具体服务内容，包括但不限于为实现以下目的而提供的培训、辅导、咨询服务：(i) 优化客户在收益管理、运营及财务方面的表现；(ii) 协助客户制定实施计划、投资回报率分析、机遇识别，并确立相关收益、利润、客户忠诚度及客户满意度的目标与指标；(iii) 提升客户员工绩效，针对客户商业目标提供培训指导与支持；(iv) 培训师履行服务职责。
- (E) **“Work Order”** means the documents for placing orders hereunder which reference these Terms and Conditions, including addenda thereto, that are entered into between Customer and Vendor or any of Vendor's Affiliates from time to time, including addenda and supplements thereto.
“工作订单”指客户与供应商或其关联方不时签订的引用本条款的订购文件（包括其补充附件），含各类增补协议及补充条款。

2. Services Provision

服务提供

- (A) **Provision of Services.** Vendor shall make the Services available to Customer pursuant to this Agreement and the relevant Work Order during the Term set forth in the Work Order. Services may be delivered On-site at Customer's physical location or Remote Service via messaging, phone call, video call, or video conference.
服务提供。供应商应根据本协议及相关工作订单，在工作订单规定的期限内向客户提供服务。服务可在客户实体经营场所提供现场服务，或通过简讯、电话、视频通话或视频会议提供远程服务。
- (B) **Representations and Warranties of Vendor.** Vendor warrants that all Services shall be performed: (i) in accordance with the specifications set out in the Work Order; (ii) by experienced and properly trained personnel exercising all reasonable skill and care necessary to perform the Services; (iii) in a proper and professional manner in accordance with generally accepted industry standards and practices; (iv) 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 where Services are provided). Vendor is responsible at all times for the performance of Vendor personnel (including employees and contractors) and their compliance with Vendors obligations under this Agreement, except as otherwise specified herein under the Work Order.
供应商的声明与保证。供应商保证所有服务均应：(i) 按照工作订单中规定的规范执行；(ii) 由经验丰富且经过适当培训的人员以合理的技能和必要的谨慎履行；(iii) 以符合行业通用标准及惯例的专业方式完成；(iv) 遵守所有适用的政府法律、法规、行业规范、标准及指南（包括但不限于服务提供地的健康、安全、卫生及环保要求）。除非工作订单中另有约定，供应商始终对其人员（包括员工及承包商）的履约行为及遵守本协议义务负责。



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- (C) **Access to Customer Technology.** Where Vendor is granted access to any technology owned by the Customer ("Customer Technology"), in connection with the Services, Vendor shall (i) comply with any policies or instructions of Customer regarding such Customer Technology, (ii) use such Customer Technology only in connection with the Services, (iii) not permit any other individual or entity to access such Customer Technology, and (iv) upon Customer's request, cease access to and use of such Customer Technology and return all Customer Technology to Customer. Vendor's Consultants who are on site at locations operated by or utilized on behalf of Customer, will observe any working rules or schedules of Customer of which they are notified.

客户技术的使用权限。若供应商因履行服务获准使用客户所有的技术（“客户技术”），供应商应：（i）遵守客户就该等技术制定的政策或指示；（ii）仅将客户技术用于服务相关用途；（iii）禁止任何其他个人或实体访问该等技术；（iv）在客户要求时，立即停止使用并归还全部客户技术。在客户运营或指定的场所工作的供应商顾问，须遵守客户已告知的工作规则或时间安排。

3. Customer Obligations

客户义务

- (A) **Support for Services.** Customer shall provide all commercially reasonable logistic, administrative, physical, organizational and technical requirements necessary for the Vendor to render the services under any Work Order and shall provide the facilities, equipment, supplies, and other support supplies and services that are reasonably necessary for the proper provision of the Services.

服务支持。客户应向供应商提供一切商业上合理的后勤、行政、物理、组织及技术支持，以确保供应商能够履行工作订单项下的服务，并提供合理必要的设施、设备、物资及其他辅助资源与服务，以保障服务的正常实施。

- (B) **Indemnity.** Customer agrees to defend, indemnify, and hold harmless Vendor and its Affiliates and their respective directors, officers, agents, and employees harmless from and against any and all liabilities, costs, and expenses, including reasonable attorneys' fees, associated with third party claims against Vendor to the extent based on an allegation arising out of or relating to: (i) a breach of Section 3(A) (Customer Responsibilities), or (ii) acts or omissions of Customer or Customer's agents or contractors in connection with or arising out of the On-Site Services.

赔偿义务。客户同意为供应商及其关联方以及各自的董事、高管、代理与员工进行抗辩，并使其免于承担因第三方索赔而产生的一切责任、成本及费用（包括合理律师费）。前述赔偿范围限于基于以下事由引发的指控：（i）违反第3(A)条（客户责任）；或（ii）客户或其代理、承包商与现场服务相关或由其引发的作为或不作为。

4. Disclaimer of Warranties

免责声明

CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S USE OF THE SERVICES PROVIDED BY VENDOR AND THE INTERNET. THE SERVICES PROVIDED BY VENDOR UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY DISCLAIMED INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY VENDOR, ITS AFFILIATES, OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY.

客户应自行承担使用供应商服务及互联网的全部风险。本协议项下供应商提供的服务均按“现状”和“现有功能”提供，供应商在此明确放弃所有明示或默示的担保，包括但不限于所有权担保、不侵权担保、适销性默示担保或特定用途适用性担保。供应商及其关联方、承包商或各自员工提供的建议或信息均不构成任何担保。

5. Limitation of Liability

责任限制

- (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM OR RELATED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT WHETHER FOR, AMONG OTHER THINGS, BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM, AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY), IN EACH CASE REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.



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在任何情况下，任何一方均不对因本协议项下提供的服务而产生或与之相关的任何间接损害、附带损害、特殊损害、惩罚性损害或后果性损害，或利润或特许权使用费的丧失或推定丧失、数据丢失或采购替代商品或服务的费用承担责任，无论是因为，除其他外，违反保证或由此产生的任何义务，也无论责任是基于，除其他外，合同或侵权（包括但不限于过失和严格产品责任）主张，在任何情况下，无论该方是否已被告知可能发生此类损失或损害。

- (B) VENDOR'S LIABILITY HEREUNDER SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE GREATER OF (i) THE AMOUNTS PAID BY CUSTOMER TO VENDOR FOR SERVICES FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM FOR DAMAGES UNDER THIS AGREEMENT OR \$500.00. CUSTOMER HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE ANY REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The provisions of this Section allocate the risks between Vendor and Customer and Vendor's pricing reflects the allocation of risk and limitation of liability specified herein.

供应商在本协议项下的责任在任何情况下均不得超过以下两者中较高者：(i) 客户在紧接索赔前的十二（12）个月内根据本协议向供应商支付的服务每月定期费用；或 500.00 美元。客户在此放弃主张任何关于这些免责条款剥夺其充分救济的权利或导致本协议项下任何救济无法实现其基本目的的索赔。本条规定在供应商与客户之间分配风险，且供应商的定价反映了此处规定的风险分配和责任限制。

- (C) No action or claim, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after Customer knew or should have known of the event which gave rise to the cause of action, unless such restriction is not enforceable under applicable law.

无论采取何种形式，客户因本协议提起的任何诉讼或索赔均不得在客户知道或应当知道导致诉由的事件后超过两（2）年提出，除非该限制根据适用法律不可执行。

- (D) THE CUSTOMER AND VENDOR AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 55 ARE A FUNDAMENTAL BASIS OF THE BARGAIN, THAT VENDOR HAS SET ITS FEES IN RELIANCE ON THE ENFORCEABILITY OF THESE PROVISIONS, AND THAT THEY SHALL APPLY NOTWITHSTANDING THAT ANY REMEDY SHALL FAIL ITS ESSENTIAL PURPOSE.

客户和供应商同意，本第 15 条规定的责任限制是双方达成交易的基本依据，供应商基于该等条款的可执行性而确定其费用，并且尽管任何救济可能无法实现其基本目的，该等责任限制条款仍应适用。

6. Additional Terms and Conditions

补充条款与条件

The additional terms and conditions set forth in Vendor's standard Terms and Conditions, and those included in each Work Order shall be incorporated into this Agreement.

供应商标准条款与条件中规定的补充条款，以及各工作订单中包含的条款，均应纳入本协议并成为其组成部分。

This Agreement, including its terms and conditions and its Work Order(s) and exhibits, is a complete and exclusive statement of the agreement between the parties relating to the subject matter of this Agreement, and which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties regarding such subject matter hereof.

本协议，包括其条款与条件及其工作订单和附件，构成双方关于本协议标的达成的完整且排他的协议声明，并取代双方此前或同期就本协议标的作出的一切口头或书面要约、谅解及其他通讯往来。