



GENERAL TERMS & CONDITIONS

JANUARY 2023



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General Terms and Conditions
一般条款和条件

FPG GENERAL TERMS AND CONDITIONS ("GTC")
FPG一般条款和条件

THIS GTC GOVERNS YOUR PURCHASE AND USE OF FPG GROUP COMPANY SERVICES.
本一般条款和条件管辖您的采购和使用 FPG 集团公司服务。

IF YOU REGISTER FOR A TRIAL OF OUR SERVICES, THIS GTC WILL ALSO GOVERN THAT TRIAL.
如果您注册试用我们的服务，本一般条款和条件管辖也将适用于该等试用服务的使用。

BY ACCEPTING THIS GTC, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN AGREEMENT (AS DEFINED BELOW) THAT REFERENCES THIS GTC, YOU AGREE TO THE TERMS OF THIS GTC. IF YOU ARE ENTERING INTO THIS GTC ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, YOU MUST NOT ACCEPT THIS GTC AND MAY NOT USE THE SERVICES.

通过接受本一般条款和条件，无论是通过点击勾选方框表示您接受，或者执行引用本一般条款和条件的协议（定义如下），即表示您同意本一般条款和条件中的条款。如果您代表一家公司或其他法律实体签订本一般条款和条件，您表示您有权使该实体及其附属公司遵守这些条款和条件，在这种情况下，术语“您”或“您的”应指该实体及其关联公司。如果您没有这样的权限，或者您不同意此处包含的条款和条件，则您不得接受此一般条款和条件，也不得使用这些服务。

You may not access the Services if you are a direct competitor of FPG or any FPG Group Company. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

如您是 FPG 或 FPG 集团公司的竞争对手，您不得访问本服务。此外，您不得为了监控服务的可用性，性能或功能之目的，或为了进行任何其他基准测试目的或达到竞争性目的而访问服务。

This GTC was last updated on 01 August 2022 and supersedes all prior versions.

本一般条款和条件的最后更新日为2022年08月01日，并取代此前任何早期协议版本。

1. Definitions
定义

- 1.1. Under this GTC, unless the context otherwise requires, the following terms shall have the respective meanings indicated:
根据本通用条款和条件，除非上下文另有所指，下列术语应具有所指明的相应含义：

Add-Ons 附加	The add-on Services that are described in any ORF or Services Agreement. 叙述在订单或服务协议里的附加服务。
Affiliate 关联方	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. 直接或间接控制主体实体、被主体实体控制或与主体实体受共同控制的任何实体。就此定义而言，“控制”指直接或间接拥有或控制该主体实体的50%以上的投票权益。



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Agreements 协议	This GTC, any Services Agreements or any ORFs. 本一般条款和条件，任何服务协议或任何订单。
Business Day 工作日	A Day which is neither Saturday, Sunday or a public holiday where Customer is located. 在客户处所，除周六、周日及公共假期以外的任何一天。
Commencement Date 起始日期	The earliest of: (i) the date specified in an Agreement where Provider shall commence provision of Services, (ii) the date Customer has accepted or deemed to have accepted Services in accordance with the Acceptance of Services outlined in Section 3.5, or (iii) the date Customer begins utilizing Services. Applicable Fees for Services or Packages commence to accrue on the Commencement Date. 较早日期为准：i) 依据协议，供应商应开始提供服务之日， ii) 根据第3.5节中概述的接受服务条款，客户接受或视为接受服务之日， iii) 客户开始使用服务之日。服务或配套的适用费用自起始日期开始计费。
Consultant or FPG Consultant 顾问或FPG顾问	The consultant provided by FPG responsible for delivering certain Services. FPG提供的顾问负责交付某服务。
Customer Data 客户资料	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 Services, including Guest Data and Personal Data, if any. 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，包括含有客人信息和个人信息（如适用）的不完全副本。
Customer Order Form ("ORF") 客户订单	Request for Service submitted by Customer or Customer Affiliate in the form of ORF or Agreement 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". 客户或客户关联方以 ORF (客户订单)或提供商指定的协议（包括其任何附录和补充）的形式提交的服务请求，并由提供商根据本 GTC（一般条款和条件）接受，详细说明服务（在任何情况下，不包括任何客户提议的购买条款和条件或采购订单或其他客户提议的业务条款）。请注意，ORF 也可以被称为“工作指令”、“工作范围”或“服务范围”。
Day 天	An eight (8) hour day typically starting at 9:00am and finishing at 5:00pm with one (1) hour for lunch. 八（8）小时一天，通常从早九点开始至晚五点结束，含一（1）小时午休。
Deliverables 交付成果	All Documents, Content, products and materials developed by the Provider or its agents, subcontractors, Consultants and employees in relation to the Services and the Programs, in any form, including data, reports, presentations and specifications (including drafts) if any. 由提供商，或其代理商，分包商，顾问和员工针对服务和项目开发有关的所有文件，内容，产品和材料，包括任何形式的数据，报表，演示，和详述（包括草稿）如有。



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Documentation 文件	<p>Documents or information provided in relation to the Services including user guides, white papers, on-line help, quick-reference guides, any drawing, map, plan, diagram, design, picture or other image or record embodying information in any form.</p> <p>提供商提供的，针对服务和项目有关的文件或信息，包括任何形式的用户手册，白皮书，在线帮助，快捷参考指南，任何绘画，地图，策划，图样，设计，照片或其他影像或记录体现信息。</p>
Electronic Signature “ES” 电子签署	<p>Signature or endorsement consisting of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with a human in a readable electronic version of this GTC, or any applicable Agreement.</p> <p>由一个或多个数字形式的字母、字符、数字或其他符号组成的签名或背书，包含在本一般条款和条件的可读电子版本中，附在人身上或与人相关，或任何适用协议。</p>
Fees 费用	<p>The amount to be paid to Provider for each of the Services, Subscriptions or Packages, as outlined in any applicable Agreement.</p> <p>任何适用协议中规定的每项服务、订阅或套餐应支付给提供商的金额。</p>
FPG Group Company FPG 集团公司	<p>Any of the following companies, namely Frontline Performance Group, LLC, Frontline Performance Group UK, LTD, Frontline Performance Group SARL, Frontline Performance Group Australia, Pty Limited., Frontline Performance Group Sociedad Limitada, Frontline Performance Group Japan, GK., Frontline Performance Group Canada, FPG Technologies India Private Limited, 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.</p> <p>以下列任何公司，即 Frontline Performance Group, LLC, Frontline Performance Group UK, LTD, Frontline Performance Group SARL, Frontline Performance Group Australia, Pty Limited., Frontline Performance Group Sociedad Limitada, Frontline Performance Group Japan, GK., Frontline Performance Group Canada, FPG Technologies India Private Limited, 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 或其任何关联公司。</p>
FPG Software (also referred to as IN-Gauge SM) “FPG软件” (也称为 IN-Gauge SM)	<p>Infrastructure, technology, communications network, equipment, storage capacity, data integration, software, and reporting analytics delivered as Subscription, which FPG owns, leases or uses to provide Subscription Services (also referred to as “Hosted Services”) including any of the following:</p> <p>作为订阅提供的基础设施、技术、通信网络、设备、存储容量、数据集成、软件和报告分析，FPG拥有、租赁或用于提供订阅服务（也称为“托管服务”），包括以下任何一项：</p> <ul style="list-style-type: none">• 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



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	<ul style="list-style-type: none">• 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 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 FPG 技术	FPG Software – IN-Gauge Performance Management Software containing audio visual information, processes, algorithms, user interfaces, user guides, trade secrets, techniques, Licensed Marks, Technical material, documentation or information proprietary to or licensed to Provider. 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、用户指南、商业秘密、技术、许可标志、技术材料、文档或供应商专有或许可的信息。
Force Majeure Event 不可抗力事件	Any cause beyond a Party's reasonable control that forces the other Party to cease operations, including, without limitation, any act of war, act of nature, pandemic, earthquake, hurricanes, tornados, flood, fire or other similar casualty, embargo, riot, terrorism, insurrections, sabotage, strike or labor difficulty, governmental act, law or regulation, epidemic, quarantine, inability to procure materials or transportation facilities, failure of power, court order, failure of the internet, failure of a supplier or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party. 非一方所能合理控制范围之事，而导致另一方停止运营，包括但不限于，任何战争，天灾，地震，飓风，旋风，洪灾，火灾，或其他类似伤亡，封锁，暴乱，恐怖主义，叛乱，破坏，罢工或劳工困难，政府行为，法律或法规，瘟疫，隔离，无法采购材料或运输设施，电力故障，法庭命令，互联网故障，供应商故障或其他起因，不论与前述内容是否类似或不同，并非由该方的行动或不行动所导致。
Guest 宾客	An individual or entity seeking accommodations or services at the Customer's facilities; 指在客户的设施中寻找酒店住宿的个人或实体；
Guest Data 宾客资料	Any and all information submitted by or authorized for submission by a Guest and supplied to the Provider by Customer in furtherance of the Services; 由宾客提交的或授权提交的，并由客户提供给提供商以推进服务的一切资料；



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Intellectual Property Rights 知识产权	<p>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, arising under the law of the United States of America or of any other country;</p> <p>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，无论该等权利按照美利坚合众国的法律或任何其他国家法律的规定产生；</p>
Licensed Marks 许可标志	<p>As to Provider, trade or service marks or logos associated with any FPG Group Company, and their Affiliates, FPG Professional Services, FPG Software - IN-Gauge, and FPG Packages;</p> <p>As to Customer, trade or service marks or logos associated with Customer.</p> <p>关于提供商，与任何FPG集团公司及其附属公司、FPG 专业服务、FPG软件-IN Gauge 和 FPG 软件包相关的商标或服务标志或标识；</p> <p>关于客户，与客户相关的贸易或服务标志或标识。</p>
Notification 通知	<p>A written correspondence (including email correspondence) from Provider to Customer informing of any Service updates or Product/Service/Package enhancements such as a) Subscription or Package auto-renewal date and terms b) any changes to Customers Subscribed Services c) feature updates, enhancements or release updates d) scheduled maintenance or availability.</p> <p>提供商与客户的书面通信（包括电子邮件通信），告知任何服务更新或产品/服务/套餐增强功能，如 a) 订阅或套餐自动续订日期和条款 b) 客户订阅服务的任何更改 c) 功能更新、增强或发布更新 d) 计划维护或可用性。</p>
On-Site Service: 现场服务	<p>Professional Services provided by a trainer or Consultant at the location occupied by Customer or Customers End Users (as applicable).</p> <p>培训师或顾问在客户或客户最终用户（如适用）所在地提供的专业服务。</p>
Packages 配套服务	<p>Any combination of Services offered for a fixed fee, within a specified period along with specified Package terms. Packages to be structured for Customer based on Customer needs.</p> <p>在指定期限内以固定费用提供的任何服务组合以及指定的套餐条款。根据客户需求为客户定制配套服务。</p>
Party(ies) 双方	<p>The Customer and the Provider, individually or collectively.</p> <p>客户和供应商，单独或共同</p>
Personal Data, Personal Information, Personally-identifiable information 个人资料, 个人信息, 个人身份信息	<p>Any information as defined under Privacy Law or government Data Protection Regulations, generally classified as identifying or relating to an identifiable individual, including name, address, telephone number, e-mail, 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 or audio media) and may include such information that is generated, collected, stored or obtained as part of this GTC or such information that Provider may have access to under any Agreement.</p> <p>根据《隐私法》或《政府数据保护条例》定义的任何信息，通常被归类为识别或与可识别个人有关的信息，包括姓名、地址、电话号码、电子邮件、信用卡信息、社会保险号码或其他类似的具体事实信息，无论此类信息存储在何种媒体上（例如，纸质、电子或音频媒体），并且可能包括作为本一般条款和条件的一部分生成、收集、存储或获得的此类信息，或提供商根据任何协议可能访</p>



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	问的此类信息。
Privacy Law 隐私法	Any applicable law, regulation or binding policy of any Governmental Authority that relates to the security and protection of any personally identifiable information, data privacy, trans-border data flow or data protection. 与任何个人身份信息的安全和保护，数据隐私，跨境数据流或数据保护有关的任何政府机构的任何适用法律，法规或约束力政策。
Program 项目	The content, methodology, materials and metrics that focus on a specific business unit or operational division of the Customer's property such as Rooms and Front Desk, Reservations, Food & Beverage, Spa, or general Programs that may apply to all Customer Staff such as Morale Management, Essential Selling Skills, Cultural Transformation, Service Recovery. 针对客户房产的特定业务部门或运营部门的内容，方法论，材料和指标，例如房务和前台，预订，餐饮，水疗中心或可能适用于所有客户员工的一般项目，例如士气管理，基本销售技巧，文化变革，服务补救。
Project Manager 项目经理	Designated representative from each Party responsible to manage Services and ensure obligations relative to the Agreement. 各方指定的代表，负责管理服务并确保履行与本协议相关的义务。
Professional Services 专业服务	Training, coaching, consulting services provided by: - Consultants for the purpose of: o maximizing Customer performance across revenue management, operations and finance. Working with Customer to develop implementation plans, ROI analysis, identifying opportunity, and establishing relevant revenue, profit, Guest loyalty, and Guest satisfaction goals and metrics. o increasing the performance of Customer employees, providing training, coaching and support for Customer business goals. - Trainers fulfilling Services defined in Customer Agreement. Professional Services may be delivered On-site at Customer Location or Remote via messaging, phone call, video call, or video conference. -培训师履行客户协议中规定的服务。 由以下人员提供的培训，辅导，咨询服务： - 顾问专注于： o 在收益管理，运营和财务方面最大化酒店绩效。与客户合作制定实施计划，ROI分析以识别机会并建立相关的收入，利润，宾客忠诚度和宾客满意度目标和指标。 o 提高客户酒店员工的表现，开展正确的培训，教育，指导及学习，支持完成业务指标。 - 提供与服务相关培训的培训师。 专业服务可以在客户的酒店现场提供，也可以通过远程基础设施以远程方式提



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	供例如，电话，网络研讨会等。
Provider or FPG 提供商或FPG	Frontline Performance Group, LLC, a Florida limited liability company, and having its office at 1075 West Morse Boulevard, Winter Park, Florida 32789 Frontline Performance Group, LLC, 一家佛罗里达州的有限责任公司，其办公室位于 1075 West Morse Boulevard, Winter Park, Florida 32789



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Remote Service 远程服务	Services provided by Trainer or Consultant via remote infrastructure such as phone calls, video conference, webinars, chats. 培训师或顾问可以通过远程基础设施（例如电话，网络研讨会，聊天）与客户合作。
Services 服务	Support rendered by Provider as outlined in the Agreement with Customer. 供应商根据与客户签订的协议提供的支持。
Shared Services 共享服务	Includes but not limited to, administration, monitoring, auditing, and support services, maintained by Provider. 包括但不限于由提供商维护的管理、监控、审计和支持服务。
Subscriber 订购者	Customer who has purchased a Subscription from Provider. 从提供商处采购了订购服务的客户。
Subscription 订购	Provider Services purchased for a recurring or perpetual term. 服务采购为循环或永久订购服务的模式。
Tax or Taxes 税费	Sales Tax, Value Added Tax, Goods & Services Tax or other applicable tax, as imposed by the government regulation of the Country where Services are performed. Tax Law: The Law as amended or supplemented from time to time and any replacement thereto, of the Country where Services are performed. Valid Tax Invoice: An Invoice that meets the requirements of the applicable Tax Law. 根据提供服务的国家/地区的政府法规征收的相关营业税，增值税，商品和服务税或其他适用税。 税法：对提供服务的国家/地区不时修订或补充的法律，以及对其进行的任何替代。 有效税务发票：符合适用税法要求的发票。
Trainer or FPG Trainer 培训师或FPG培训师	Resource provided by FPG to facilitate instruction. FPG为促进教学而提供的资源。
"Usage Data" 使用数据	As defined in Section 12.9 如第 12.9 条所定义
"Metadata" 元数据	As defined in Section 12.10 如第 12.10 条所定义

2. GENERAL

一般

- 2.1. Terms and Interpretation Unless otherwise defined in this GTC, capitalized terms will have the meaning set forth in the Definitions described in Section 1, in the Services Agreement (if any), in the ORF or any Documentation provided. Terms, acronyms and phrases known in the information technology industry shall be interpreted in accordance with their generally known meanings. Unless the context otherwise requires, words importing the singular include the plural and vice-versa; references to and use of the word "include" and its variations thereof shall mean "include without limitation" and "including without limitation".

术语和解释 除非本一般条款和条件中另有定义，否则大写术语应具有第1节、服务协议（如有）、ORF或任何提供的文件中所述定义中规定的含义。首字母缩写词和信息技术行业中已知的短语应按照其众所周知的含义进行解释。除非文意另有所指外，否则单数形式的单词包括复数形式，反之亦然；提及和使用“包括”一词及其变体应指“包括但不限于”和“包括但不限于”。



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- 2.2. Section, schedule and paragraph headings shall not affect the interpretation of this GTC.
条文，附表和段落标题不应影响本一般条款和条件的解释。
- 2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
一个人包括自然人，法人团体或非法人团体（无论是否具有独立法律人资格），以及该人的法律人和私人代表，继承人和允许的受让人。
- 2.4. The GTC is part of any Services Agreement or ORF and shall have effect as if set out in full in the body of any Services Agreement or ORF.
一般条款和条件是整个服务协议或订单的一部分，其效力应与任何服务协议的正文或订单中完整规定的效力相同。

3. SERVICES 服务

- 3.1. This GTC sets forth the terms and conditions under which Customer and FPG agrees to (i) grant such Customer a Subscription to access and use certain Hosted Services and/or purchased Professional Services offered by the Provider;
本一般条款和条件规定了客户和 FPG 同意的条款和条件 (i) 授予该客户订购服务以访问和使用提供商提供的某些托管服务和/或已采购的专业服务；
- 3.2. The Services being made available to the Customer are described in an Agreement and briefly would involve;
(a) Subscription to access and use certain Hosted Services, or perform services, functions and responsibilities related to the hosting of the software, system and services,
(b) Activation, implementation, configuration and enablement services,
(c) Professional Services and other Add-Ons such as Onsite Consulting, Onsite Training, all of which may be offered as a Package.
(d) Support Services (collectively referred to as "Services").
向客户提供的服务在协议中进行了描述，并简要涉及：；
(a) 订购托管软件，系统和服务，以访问和使用某些托管服务，或执行服务，功能和职责。
(b) 激活，执行，配置和启用服务，
(c) 专业服务和其他附加，例如现场咨询，现场培训，所有这些都可以以配套提供。
(d) 支援服务
(统称为“服务”)。
- 3.3. Applicable Services will be performed in accordance with the Service Levels set forth in Schedule A.
适用的服务将按照附表A中列出的服务级别进行。
- 3.4. The specific Services to be provided by the Provider to the Customer will be detailed in each Agreement which will be effective when signed by the authorized parties and will be governed by the terms and conditions of this GTC. In the event of any conflict between the terms and conditions set forth in this GTC and the terms and conditions set out in the Agreement, the terms and conditions set out in the Agreement shall take precedence.
供应商向客户提供的具体服务将在每份协议中详细说明，该协议将在授权方签署时生效，并受本一般条款和条件的条款和条件管辖。如果本一般条款和条件中规定的条款和条件与本协议中规定的任何条款和条件之间存在任何冲突，则应以本协议中所述条款和条件为准。



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3.5. Customer Participation and Acceptance. Services may be procured by Customer, pursuant to the terms herein. In the event Customer elects to subscribe to the Services, such Customer shall execute a Customer ORF on its own behalf. FPG and Customer agree that:

客户参与和接受。客户可以根据此处的条款采购服务。如果客户选择订购服务，该客户则应代表自己执行客户订单。FPG 和客户同意：

3.5.1. The determination to participate hereunder by Customer is voluntary and made at the discretion of Customer and its authorized signatory.

客户参与此协议的决定将完全是自愿的，并且由客户及其授权签字人全权决定。

3.5.2. Applicable Fees for Provider Services, including activation, Subscription or Add-ons will be outlined in the Agreement with Customer.

由提供商收取适用于服务的费用，包括任何激活费，每月订购费或一次性附加费，将在相应的客户协议中列出。

3.5.3. Customer ORF Acceptance. Customer may submit signed ORF(s) requesting delivery of Services which Provider may accept by (i) sending a Welcome Letter acknowledging receipt and acceptance of the ORF; (ii) countersigning the ORF in accordance with the terms of this GTC; or (iii) by provisioning Services and sending Service Notification to Customer, whichever is earlier. Both Customer and Provider shall be contractually bound in respect of a particular ORF at (but not before) the occurrence of either event specified above. For the avoidance of doubt, Customer shall not be obligated to submit, nor shall Provider be obligated to accept, any ORF.

客户订单验收。客户可以通过以下方式提交一份或多份已签名的订单，以要求提供服务。提供商可以以下方式接受要求（以较早者为准）：（i）发送一封欢迎信，以承认接收和验收订单；（ii）根据本一般条款和条件的条款在订单上签字；或（iii）通过提供服务并向客户发送服务通知。客户和提供商都在上述任何一个事件发生起（但不早于此）受具体订单合同约束。为避免疑义，客户无义务提交任何订单，提供商也无义务接受任何订单。

3.5.4. Electronic Signature (“ES”) Acceptance. The parties expressly acknowledge and agree: (i) a human readable electronic version of this GTC or ORF containing the Parties’ Electronic Signatures, or containing a mix of physical signatures and Electronic Signatures of the Parties, shall constitute an original version of this GTC or ORF, as applicable; (ii) a Party’s use of keypad, mouse or other device to select an item, button, icon or similar act/action, to otherwise insert their Electronic Signature into this GTC or ORF, constitutes that Party’s signature as if it had been manually signed the same; (iii) FPG designated ES Platform provider shall be accepted as a valid authentication technology; (iv) no certification authority or third-party verification is necessary to validate each Party’s Electronic Signature; and (v) the lack of such certification or verification will not in any way affect the validity of that Party’s signature or the enforceability of this GTC or ORF, as applicable.

电子签署（“ES”）验收。双方明确承认并同意：（i）本一般条款和条件的人工可读电子版本或包含的双方手工签署的订单，或包含双方手工签署和电子混合签署的订单，均构成本一般条款和条件的原始版本或订单（如适用）；（ii）一方使用键盘，鼠标或其他装置选择项目，按钮，图标或类似行为/动作，或将其电子签署插入本一般条款和条件或订单中，均构成该方的签署，与手工签署具有同等效力；（iii）FPG 或其指定的ES平台提供商应被接受为有效的认证技术；（iv）不需要认证机构或第三方验证来验证双方的电子签署；（v）缺少此类证明或验证不会以任何方式影响该方签署的有效性或本一般条款和条件或订单的适用性。



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- 3.5.5. Customer may purchase Services pursuant to this GTC, provided that an authorized representative of Customer executes the applicable ORF. The terms of this GTC shall apply to any ORF as if the Customer executed this GTC. Customer shall be the Customer of record for all the Services provided hereunder and, together with any ordering Customer Affiliate, shall be jointly and severally liable for all obligations set forth in this GTC, notwithstanding the ORF may be signed by Customer's Affiliate or that the invoices for a Service may be sent to Customer's Affiliate at the address designated in the applicable ORF. If an Affiliate of Customer enters into a ORF pursuant to this GTC, then references to "Customer" herein shall be deemed references to both the ordering Customer Affiliate and Customer.
- 如果客户的授权代表执行适用的订单，则客户可以根据本 一般条款和条件购买服务。本 一般条款和条件 的条款应适用于任何此类订单，就像客户已执行本 一般条款和条件一样。虽然客户的关联方可以签署订单或服务的发票可以通过适用的订单中指定的地址发送给客户的关联方，客户应是本协议项下提供的所有服务的记录客户，并且与任何客户的关联方应共同承担本 一般条款和条件中规定的所有义务，。如果客户的关联方根据本 一般条款和条件签订了订单，则此处的“客户”的引用应视为对订购客户的关联方和客户的本身。
- 3.5.6. Credit Approval and Deposits. Provider reserves the right to conduct a credit check of Customer at any time, at Customer's expense. Customer hereby authorizes Provider to obtain, and upon request shall assist Supplier in obtaining, information about Customer's financial condition from third parties, including without limitation banks, credit reporting agencies and other businesses that provide like information. Upon Providers request, Customer will make a deposit or provide other security for the payment of Service Fees or any other charges, as specified by Provider, (i) as a condition to Providers acceptance of any ORF, or (ii) in the event Customer fails to comply with the payment terms set forth in the ORF twice in any twelve month period, as a condition to Provider continuation of Services. The deposit or any other security will be held by Provider as a security for payment of the Service Fees. When the provision of Services to Customer is properly terminated in accordance with this GTC, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded thirty (30) days of receipt of termination notification. Customer acknowledges that failure to comply with any request made by Provider under this Section 3 shall be a material breach of this GTC.
- 信用审批和押金。提供商保留随时对客户进行信用审核的权利，费用由客户承担。客户特此授权提供商，并应其请求协助提供商从第三方（包括但不限于银行，信用报告机构和其他提供类似信息的企业）获取有关客户财务状况的信息。根据提供商的要求，客户将为支付提供商的服务费或任何其他费用进行押金或提供其他担保，（i）作为提供商接受任何订单的条件，或（ii）如果客户在任何十二个月的期限内两次均未遵守订单中规定的付款条款，则作为提供商继续提供任何服务的条件。押金或任何其他保证金将由提供商保留，作为支付服务费的保证金。根据本 GTC 向客户提供的服务适当终止后，押金金额将记入客户帐户，并且任何剩余的信用余额将在此终止后的三十（30）天内退还。客户承认，不遵守提供商根据本第3条提出的任何要求均将构成对本 GTC 的重大违反。
- 3.5.7. Upon execution of the ORF, the Customer which signs the ORF ("Subscriber") shall be responsible for its use of the Services and for its compliance with its obligations thereunder. 在执行订单时，只有签署订单的客户（“订户”）应全权负责其对服务的使用以及其对服务义务的遵守。
- 3.5.8. Executed ORF is not subject to negotiation of pricing or terms; with the exception that parties agree to cooperate reasonably with one another to adjust the ORF to the extent necessary to comply with the requirements of applicable laws in a particular location.



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执行的订单将不会进一步协商价格或条款；但是，前提是双方同意彼此合理地合作，以将订单调整为符合特定位置的适用法律要求所必需的程度。

- 3.5.9. Provider shall invoice Customer directly for Services provided pursuant to the applicable ORF. Fees shall be invoiced to Subscriber pursuant to the terms of the ORF.

提供商应根据适用订单提供的服务直接向客户提供开具账单。费用应依据订单的条款开具给订户。

4. TRIAL OR PROMOTION PERIOD

试用或促销期

- 4.1. If the Provider provides a trial, evaluation or promotion period of FPG Software or any other specified Service (the “Trial”), the specified Services will be made available free of charge until the earlier of (a) the end of the Trial for which the Customer is registered to use the applicable Service(s) or (b) the start date of the paid purchased Services and or Subscriptions purchased by the Customer or (c) termination by the Provider in its sole discretion. The Provider may impose additional terms and conditions with respect to the Trial which may appear on the trial registration web page or the ORF. Any such terms and conditions are deemed incorporated into this GTC by reference and are legally binding.

如果提供商提供了 FPG 软件或任何其他指定服务的试用，评估或促销期（“试用”），则将免费提供指定服务，直到以下日期为止（以较早者为准）（a）客户注册使用的相关服务试用到期结束，或（b）客户已采购支付服务和/或订购服务的开始日期，或（c）提供商自行决定终止。提供商可能会附加有关试用的条款和条件，这些条款可能会出现在试用注册网页或订单上。任何此类条款和条件均视为通过引用并入本 GTC，并具有法律约束力。

- 4.2. Any data entered into the Services and any customization made to the Services by the Provider during the Trial will be permanently lost unless the Parties execute an Agreement for Services in consideration of payment to Provider, or Customer purchases a Subscription to the same Services.

除非双方签署的服务协议是向提供商付费或客户订购了相关的服务，在试用期间提供商为提供服务输入的任何数据或为服务进行的任何定制将永久丢失。

- 4.3. During the Trial, Services are provided on an “as-is” basis without any warranty.

试用期间，服务将按“原样”提供，没有任何保证。

- 4.4. At the end of any Trial, Customer shall have the option to (1) complete the trial and cease using the Services without further obligation or (2) continue the Services by entering a ORF with Provider.

在任何试用期即将结束时，客户都可以选择（1）完成试用并停止使用服务而无其他义务，或（2）通过与提供商签订订单来继续使用服务。

- 4.5. In the event a ORF is not executed, immediately prior to the end of any trial period, Provider shall deactivate Services and has no further obligation to provide Services to Customer.

如果订单未执行，则在任何试用期结束之前，提供商应立即停止服务，并且没有进一步的义务向客户提供服务。

5. **Term, Termination and Suspension**

期限，终止和暂停

- 5.1. Term of Agreement; Term of Access to the Service. The term of this GTC commences on the Commencement Date and continues until the stated term in all Agreements has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties.

协议期限；服务访问期限。除非根据双方的书面协议同意另行延期，本 GTC 的期限自起始日期开



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始，直至所有协议中规定的期限到期或以其他方式终止为止。

- 5.2. The term of each Service, Add-on or Subscription shall be as specified in the applicable Agreement. Except as otherwise specified in an Agreement, Subscriptions will automatically renew for additional periods equal to the expiring term or one year (whichever is shorter) unless either party provides notice of non-renewal thirty (30) days before the end of the relevant Subscription term. The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless written notice of pricing increase is provided sixty (60) days before the end of the prior term, in which case pricing increase is effective upon renewal. Any such pricing increase will not exceed 7% of the pricing for applicable Services or Add-Ons in the immediate prior Subscription term, unless pricing is defined as promotional, introductory, seasonal, or one-time.

每个服务，附加或订购的期限均应按照相关的协议中规定。除非协议中另有规定，否则订购将自动续期相等于订购期限或一年（以较短者为准）的额外期限，除非任何一方在相关订购期限结束前至少三十（30）天，发给另一方不续约的通知。在任何自动续订期限内的每单位定价均将与前一期限内的定价相同，除非在前一个期限届满前至少60天发出定价上涨的书面通知，在此情况下，定价上涨将自续期之日开始生效。任何该等定价上涨均不得超过前一订购期内采购的适用服务或附加服务的定价的7%，除非前一期限的定价在相关订单中被定为促销性，介绍性，季节性或一次性。

- 5.3. In the event Customer purchases a Package, Services included in Package are provided for a fixed price, fixed scope of delivery, fixed period of delivery, with payment required upfront and ineligible for cancellation, except as provided in Section 5.4.

如果客户采购的配套服务，配套包含的服务具有固定的定价，固定的交付范围，固定的交付期限，需要预先付款且不可取消，除非在5.4.中所述。

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

终止。任何一方均不得在 ORF 或服务协议规定的期限到期前单方面终止 ORF 或服务协议，除非 ORF 或协议条款明确允许；前提是任何一方均有权在下列情况下立即终止 ORF 或服务协议：

- 5.4.1. If the other Party (the “Defaulting Party”) is in breach of any of the terms of the Agreement 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

- 5.4.2. Immediately, in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event this GTC is terminated, all Agreements are simultaneously terminated; or

如果另一方成为破产呈请或与破产，接管，清算或转让有关的其他任何诉讼中的对象，以使债权人受益，则应立即采取行动。一旦本 GTC 终止，则所有协议均同时终止。

- 5.4.3. Immediately, in the event Customer sells all or a substantial portion of its capital stock and/or assets and the purchaser thereof fails or refuses to assume Customer’s obligations under the Agreements; or

如果客户出售其全部或大部分股本和/或资产，而买方未能或拒绝承担客户在协议项下的义务，则应立即采取行动；或



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- 5.4.4. Immediately, in the event any representation or warranty made in the Agreements or any information furnished by the Defaulting Party in connection with the Agreements is incorrect or misleading.

如果协议中的任何声明或保证或违约方提供的与协议有关的任何信息均不正确或具有误导性，则应立即采取行动。

- 5.5. In the event the Provider terminates the Agreement pursuant to Section 5.4.1, Section 5.4.2, Section 5.4.3 or Section 5.4.4:

如果提供商按照第 5.4.1 条, 第 5.4.2 条, 第 5.4.3 条或第 5.4.4 条的规定终止服务协议:

- 5.5.1. The Provider will be entitled to recover payment for all Services rendered calculated on a pro-rated basis, considering the number of remote consulting hours or on-site days consumed OR the number of months Services have been rendered, whichever is higher; as well as cost for implementation set-up and activation if termination occurs within the first six (6) months of the Agreement; 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，依已耗费的远程咨询时间或现场服务天数或已提供服务的月数（以较高者为准）；以及实施设置和激活费用，如果在实施后前六个月内发生的终止，和

- 5.5.2. 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：

- (i) [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

- (ii) [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】

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。

- 5.5.3. The Customer shall not be entitled to a refund.

客户无权获得任何退款。

- 5.6. Effect of Termination. Upon any termination, Customer shall, as of the date of such termination,



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immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under Section 5.7 entitled "Access to Customer Data") and all Confidential Information. Moreover, upon any such termination, Provider will have no further obligation to maintain or provide Customer with access to any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Termination for any reason shall not relieve Customer of the obligation to pay Fees accrued or due and payable to Provider prior to the effective date of termination. Termination for any reason other than for uncured material breach by Provider shall not relieve Customer of the obligation to pay all future amounts due under the Agreements. Upon termination for cause by Provider, all future amounts due shall be accelerated and become due and payable immediately.

终止效力。一旦终止，客户应自终止之日起立即停止访问和以其他方式使用适用的服务（除非标题为“访问客户数据”的第5.7节允许）和所有机密信息。此外，在任何此类终止后，提供商将没有进一步的义务维护或向客户提供对任何客户数据的访问，并且此后，除非法律禁止，否则可以删除所有客户数据。以任何原因终止协议均不能免除客户应向提供商支付在终止协议生效日期之前产生或应付的任何费用的义务。以提供商未解决的重大违约之外的任何原因终止合约亦不会解除客户支付协议中所有未来应付款项的义务。由于提供商的原因而终止时，所有未来应付款项应加速并成为立即到期并支付。

- 5.7. Access to Customer Data and Deletion of Customer Data. Upon request by Customer made within thirty (30) days after any expiration or termination of this GTC, Provider will 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 assistance, Customer may acquire Professional Services at Provider billing rates pursuant to a separately executed Agreement.

访问客户资料和删除客户资料。根据客户于本 GTC 期满或终止后三十 (30) 天内提出的请求，提供商将仅为客户检索客户资料之目的，在有限基础上通过服务向客户提供客户资料，且最长期限为收悉该等要求后三十 (30) 天。在该等三十 (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，则客户可以根据单独签署执行协议，按照提供商当时有效的结算费率购买专业服务。

- 5.8. Suspension: Provider recognizes that Customer business may require a period of closure for renovations or seasonal operations. If this occurs during the Term, Customer shall be required to notify Provider in writing sixty (60) days prior to planned closure for renovations or seasonal operations and is required to inform Provider of anticipated re-opening dates (known as the "Renovation or Seasonal Closing Period"). At Providers discretion, the Services may be suspended for the Renovation or Seasonal Closing Period and automatically resume at the end of the Renovation or Seasonal Closing Period at the same fee. Any such suspension of the Services for the Renovation or Seasonal Closing Period may include Provider suspending any obligation to maintain or provide Customer with access to any Customer Data.

暂停：提供商认可，客户业务可能需要停业一段时间进行装修或季节性运营。如果在有效期内发生这种情况，客户应在计划的停业装修或季节性运营前六十 (60) 天书面通知提供商，并通知提供商预计的重新开业日期（称为“装修或季节性停业期”）。提供商可酌情自行决定，在装修或季节性停业期内暂停服务，并在装修或季节性停业期结束时按照相同的费用自动恢复。在装修或季节性停业期间暂停服务可能包括提供商暂停维护或向客户提供任何客户数据访问权限的任何义务。

- 5.9. Surviving Provisions. Notwithstanding anything to the contrary in this Section, 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 GTC.



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存续条款。尽管本条中有任何相反的规定，标题为“所采购服务或订购服务的费用和支付”，“软件许可权”，“知识产权”，“机密性”，“免责声明”，“相互赔偿”，“保证”，“责任限制”，“条款和终止”，“服务费用和付款”，“访问资料和删除客户资料”，“签约方，通告，管辖法律和管辖权”以及“一般规定”的条款将在本 GTC 终止或期满后继续有效。

6. Fees & Payment for Services Purchased or Subscriptions 所采购服务或订购服务的费用和支付

- 6.1. Provider will invoice Customer electronically for all fees, charges and reimbursable items payable to the Provider according to the terms being set out in the Services Agreement or ORF. The Customer will pay the invoiced amount promptly upon receipt of invoice, without deduction or setoff. Any such invoice not paid in full by Customer within thirty (30) business days of date of invoice shall be deemed to be delinquent.
提供商将根据服务协议或订单中列出的条款，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。客户将在收到账单开具后立即支付账单金额，不得扣除或抵销。客户在账单开具之日起三十（30）个工作日内未全额支付的任何此类账单应视为拖欠。
- 6.2. 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 paid according to Agreement terms. Provider shall be permitted to assess a surcharge of an additional Two and Nine-Tenths percent (2.9%) of the invoice amount for any payment made by credit card, to defray Provider's credit card convenience fees.
所有款项均应全额支付，且无任何扣除，费用，地方税（包括预扣税），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，并根据协议条款进行支付。对于信用卡支付的任何款项，提供商应被允许额外评估发票金额的百分之二点九（2.9%）的附加费，以支付提供商的信用卡便利费。
- 6.3. If a customer has any dispute with an invoice, dispute must be received in writing within five (5) business days of the date of the Invoice.
如果客户对账单有任何争议，则该等争议必须在账单之日起五（5）个工作日内以书面形式收到。
- 6.4. If any invoiced amount is not received by the due date, then without limiting our rights or remedies, those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is lower. FPG reserves the right to suspend Services for overdue accounts. Any such suspension of the Services for overdue accounts may include Provider suspending any obligation to maintain or provide Customer with access to any Customer Data.
如果截至到期日未收到任何账单金额，则在不限提供提供商的权利或补救措施的情况下，此费用可按照未付余额的 1.5% 的月利率或法律允许的最高利率（以较低者为准），计收该等收费的滞纳金。对有欠款的客户 FPG 保留暂停服务的权利。因逾期账户而暂停服务可能包括提供商暂停维护或向客户提供任何客户数据访问权限的任何义务。

7. Taxes 税费

- 7.1. 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. The Customer shall pay all taxes relating to the provision of the Services by Provider pursuant to any Services Agreement or ORF. If the Provider has the legal obligation to pay or collect Taxes on behalf of the Customer, FPG will add such taxes to Customer Invoice. Such tax shall be paid by the Customer



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unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided to FPG.

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。客户应根据任何服务协议或 ORF 支付与提供商提供服务有关的所有税款。如果提供商有法定义务代表客户支付或收取税费，则 FPG 会将此类税费添加到客户账单中。除非向 FPG 提供了相关税务机关授权的有效免税证书，否则客户应支付此类税款。

8. Software License Rights 软件许可权

- 8.1. Subject to a valid Services Agreement or 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服务协议和订单，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。提供商保留所有 FPG 软件，FPG 项目资料和方法论的权利，包括全权自主决定在任何时候更新，修改，改变，变更或移除 FPG 软件的任何功能或特性的权利。

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

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。

- 8.3. Customer grants Provider, FPG Affiliates and applicable contractors a worldwide, limited-term license to host, copy and transmit and display your Customer Data, as reasonably necessary to provide the services for Customers use. Subject to the limited licenses granted herein, Provider acquires no right, title or interest from the Customer under this GTC or to any of the Customer Data. Customer agrees that it shall have sole responsibility and liability for: (i) acquiring any and all authorization(s) necessary for use of the Customer Data; (ii) the completeness and accuracy of all of the Customer Data and other materials provided to FPG by Customer pursuant to this GTC; and (iii) ensuring that the Customer Data does not infringe or violate any patents, copyrights, trademarks or other intellectual property rights, or misappropriate the trade secret, or violate the privacy rights of any third-party. Subject to the foregoing license, Customer shall retain exclusive ownership of the Customer Data. Customer shall be responsible for notifying FPG in advance of any data protection, privacy or similar laws that apply to the Customer Data applicable in the jurisdiction where Customer does business.

客户授予提供商，仅以提供客户使用的服务为目的，其 FPG 关联方和适用的承包商一项全球性的，有期限的必要合理许可，以托管，复制，传输和显示您客户数据。根据此处授予的有限许可，本 GTC 提供商不得从客户那获取任何权利，所有权或利益或任何客户数据。客户同意，其应全权负责：(i) 获得使用客户数据所需的任何和所有授权；(ii) 客户根据本 GTC 提供给 FPG 的所有客户数据和其他材料的完整性和准确性；以及 (iii) 确保客户数据不侵犯或侵犯任何专利、版权、商标或其他知识产权，或盗用商业秘密，或侵犯任何第三方的隐私权。根据上述许可，客户应保留对客户数据的独家所有权。客户应负责提前通知 FPG 在客户开展业务的司法管辖区适用于客户数据的任何数据保护、隐私或类似法律。

- 8.4. FPG 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").



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FPG 软件包含视听信息，流程，算法，用户界面，专有技术，商业机密，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”）。

- 8.5. 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机密，本协议中的任何内容均未赋予客户 FPG 知识产权或 FPG 技术的任何权利、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。

- 8.6. Customer may use FPG IP Rights or FPG Technology solely on behalf of Customer for Customer's business purposes. Customer or Customer Affiliates 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。客户或客户关联方不得：

- (a) copy, alter, modify, patch, reverse engineer, derive the source code, 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、修补、反向工程、衍生源代码、反汇编或反编译，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 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 FPG Software or any FPG Technology or frame or mirror any content contained in or accessible from FPG Software or any FPG Technology;
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



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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 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 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。

- 8.7. Unless otherwise specified in the Services Agreement, any work product generated as a result of the Services contemplated hereunder remain the property of Provider.

除非服务协议中另有规定，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。

9. Provider's Obligations 提供商的义务

- 9.1. Provider shall:
提供商应：

- 9.1.1. maintain any consents, permits, licenses, approvals, accreditations and other documents necessary to provide the Services;
维持提供服务所需的任何同意书，许可证，许可，批准，认证和其他文件；
- 9.1.2. 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；
- 9.1.3. 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；
- 9.1.4. maintain commercially reasonable administrative, physical, organizational and technical safeguards for protection of the security, confidentiality and integrity of Customers Data;
维持商业上合理的行政、物质、组织和技术保障措施，以保护客户资料的安全性、保密性和完



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整性；

- 9.1.5. shall comply with all applicable domestic 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 consent of the Customer.

应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国内法律，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宾客资料。

- 9.1.6. Provider will be responsible for the performance of personnel (including FPG employees and contractors) delivering Services and is responsible for personnel compliance with Provider obligations under this GTC, except as otherwise specified herein.

提供商将对应交付服务的人员（包括 FPG 雇员和承包商）的履约负责，并对其遵守提供商在本 GTC 项下的义务的行为负责，除非本文另有规定。

- 9.2. Provider warrants that all Services shall be performed:

提供商保证，履行所有服务应：

- 9.2.1. in accordance with the specifications set out in the Services Agreement or ORF;

在所有方面遵守服务协议或 ORF 中规定的规范；

- 9.2.2. by experienced and properly trained personnel exercising all reasonable skill and care necessary to perform the Services;

由经验丰富且训练有素的人员履行服务；

- 9.2.3. in a proper and professional manner in accordance with generally accepted industry standards and practices;

按照公认的行业标准和惯例以适当和专业的方式；

- 9.2.4. 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 where Services are provided).

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，提供服务所在地的健康，安全，卫生和环境要求）。

- 9.3. Provider

提供商

- 9.3.1. may delegate the performance of portions of the Services to its authorized subcontractors and service providers, provided the Provider remains liable to the Customer for the provision of Services.

可以将部分服务的执行委托其授权的分包商和服务提供商，前提是提供商仍对客户对提供服务的责任。

- 9.3.2. is responsible at all times for the performance of Provider personnel (including employees and contractors) and their compliance with Providers obligations under this GTC, 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。

10. Customer's Obligations

客户的义务

- 10.1. Customer shall:



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客户应：

- 10.1.1. 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；
- 10.1.2. 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；
- 10.1.3. 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；
- 10.1.4. be responsible for their Users compliance with the Agreements and Documentation;
对其用户遵守本协议和文档的情况负责；
- 10.1.5. be responsible for maintaining the minimum operating environment required to deliver the Services as outlined in Schedule B.
对维持附表B中概述的为执行服务所需的最低操作环境负责。
- 10.1.6. be responsible for informing Provider of any change or upgrade to those Customer systems required for Provider Services.
负责告知提供商应服务所需的客户系统的任何升级或更改。
- 10.1.7. 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，并立即将任何此类未经授权的访问或使用通知提供商；
- 10.1.8. permit Provider to use Customer name and logo in a press release, marketing presentation or public announcement regarding the collaboration pursuant to Services Agreement. Provider shall provide Customer with a copy of such press release or public announcement. If Customer expressly requests that all marketing collateral requires approval in writing, prior to release, Provider will submit such collateral to named contact and such approval will not be unreasonably withheld;
允许提供商在新闻发布、市场营销演示中使用客户的名称和徽标，或发布有关双方合作服务协议的公开声明。提供商应向客户提供该新闻发布稿或公开声明的副本。如果客户明确要求所有营销资料需要在发布之前书面批准，提供商将把这种资料提交给指定的联系人，并且不会将其不合理的保留；
- 10.1.9. 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。

11. Intellectual Property Rights 知识产权

- 11.1. 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



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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”）。

- 11.2. The Parties shall each use the Materials belonging to the other solely in relation to the use or provision of the Services.

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。

- 11.3. The Recipient Party shall not reproduce, distribute, publish, sell, adapt, translate, commercialize or otherwise handle 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。

- 11.4. For the purposes of this Section, “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).

就本节而言，“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）。

12. Confidentiality and Personal Data

保密与个人信息

- 12.1. Under this GTC, the term “Confidential Information” shall mean all information or proprietary 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 and methodologies, (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.

根据本通用条款和条件，“保密信息”一词指任何一方（“披露方”）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）商业机密和专有技术；（ii）现有的或预期的产品，服务，流程，技术和方法论；（iii）业务计划、销售或营销方法；（iv）财务信息；（v）成本资料；（vi）宾客名单；（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（ix）任何一方的其他专有业务信息。“信息”一词指人或实体，包括联系信息，比如姓名，职称，职务，地址，电话号码和电子邮件地址。

- 12.2. “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.

“商业机密”包括方法，技术或流程，该等方法，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。

- 12.3. 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



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agreement containing provisions no less restrictive than those contained in this Section.

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。各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节中包含的条款的保密协议。

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

任何一方在本节下的义务，对于接收方能够证明具有下列情形的信息或材料不适用：

12.4.1. was in its possession at the time of disclosure and without restriction as to confidentiality;
露之时其持有的，且不具有保密限制的，信息或材料；

12.4.2. 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）；

12.4.3. 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；

12.4.4. 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；

12.4.5. 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-section 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。

- 12.5. All Confidential Information disclosed hereunder shall (i) 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。本协议或按照本协议披露保密信息从未授予或转让任何专利权或其他知识产权项下的许可。

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

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

12.6.2. the termination of the Services Agreement howsoever caused if demanded by the Disclosing



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Party.

披露方要求服务协议终止之时，无论因何原因导致。

- 12.7. The Disclosing Party shall be entitled to injunctive relief to prevent any threatened or actual breach of the obligations in this Section. 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节中义务的情况。该等禁令救济应是披露方在法律上或衡平法上可获得的任何其他补救的补充。

- 12.8. 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 Materials under the applicable provisions of this GTC and Confidential Information subject to the confidentiality provisions of this GTC. 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. 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，使用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 GTC 的保密规定，及本 GTC 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。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这样做。

- 12.9. 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，从终端用户收集的有可能是非个人信息的数据，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。鉴于数据不可识别客户，任何房产，或任何终端用户或终端用户组的条件下，提供商可以任何汇总和匿名的方式运用使用数据。

- 12.10. Metadata. The Parties recognize that Providers platform, processing and analysis produces metadata including custom output and reports. Such output and reports including benchmarking, geographical comparisons ("Metadata"), 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。

13. **REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**
声明，保证，排他性补救和免责声明

- 13.1. Representations.
声明



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Each Party represents that it has validly entered into the Agreement incorporating this GTC and has the legal power to do so.

各方声明，其已有效签署包含本 GTC 的协议，并具有签署本协议的法律权力。

13.2. Warranties.

保证

The disclosing Party warrants that it has the right to disclose Confidential Information.

披露方保证其有权披露机密信息。

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) this GTC, Agreements, and Documentation accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) it will not materially decrease the overall security of the purchased Services during Agreement or Subscription term, (c) the purchased Services will perform materially in accordance with the applicable Documentation, (d) it will not materially decrease the functionality of the purchased Services during Agreement or Subscription term, and (e) the purchased Services and Content will not introduce Malicious Code into Customer systems. For any breach of an above warranty, Customer exclusive remedies are those described in (Term, Termination and Suspension).

FPG 保证，（a）本一般条款和条件，协议和文档准确描述对于保护客户的资料的安全性、保密性和完整性所需的有关行政、物理和技术保障；（b）在合同期限或订购期限内不会实质性减少采购服务的总体安全性；（c）采购服务将实质性根据有关文档执行；（d）在合同期限或订购期限内不会实质性减少采购服务的功能；以及（e）采购服务和内容不会将恶意代码插入客户的系统。对于违反上述保证，客户的专有补救措施是（条款，终止和暂停）中所述的补救措施。

13.3. 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，任何一方均不作出任何形式的明示的，暗示的，法定的或其他保证，且在适用法律允许的最大范围内，各方特别否认所有暗示保证，包括产品适销性，适用于特定目的或不侵权等暗示保证。内容和试用服务按“原样”提供，排除任何性质的保证。各方否认对因第三方托管提供商导致的任何损害或损害赔偿负有任何责任和赔偿义务。

14. Mutual Indemnification



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相互赔偿

- 14.1. Indemnification by FPG. FPG will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third-party alleging that the use of a purchased Service in accordance with the Agreements infringes or misappropriates such third-party intellectual property rights (a “Claim Against Customer”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result, or for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer, provided Customer (a) promptly give written notice of the Claim Against, (b) give FPG sole control of the defense and settlement of the Claim Against (except that FPG may not settle any Claim Against Customer unless it unconditionally releases you of all liability), and (c) give FPG all reasonable assistance, at FPG expense. If FPG receives information about an infringement or misappropriation claim related to a Service, FPG may at their sole discretion and at no cost to Customer (i) modify the Service so that it no longer infringes or misappropriates, without breaching Provider warranties under Section 13.2 (Warranties), (ii) obtain a license for continued use of that Service in accordance with this GTC, or (iii) terminate Customer Subscription(s) for that Service upon thirty (30) days written notice and refund any prepaid fees covering the remainder of the term of the terminated Subscription(s). The above defense and indemnification obligations do not apply to the extent a Claim Against Customer arises from content, a non-FPG application or Customer breach of Agreement or use of Services.

由FPG 赔偿。FPG 将为客户辩护针对第三方向客户做出的或提出的关于诉客户按照本协议使用采购服务侵犯或侵占该等第三方的知识产权的任何索赔, 要求, 诉讼或程序 (“针对客户提出的索赔”), 并将赔偿由针对客户的索赔而最终产生的损失、律师费和费用, 或客户根据法院批准的和解协议支付的金额, 前提是客户 (a) 立即发送关于针对客户提出的索赔的书面通知; (b) 允许 FPG 单独控制对针对客户提出的索赔进行辩护和和解 (当 FPG 不能对针对客户提出的任何索赔进行和解时除外, 除非其无条件免除客户的所有责任); 以及 (c) 给予 FPG 一切合理的协助, 费用由 FPG 承担。如果 FPG 收到关于涉及服务的侵权或侵占索赔的信息, FPG 可以自行决定且在客户不承担费用的情况下 (i) 修改服务使其不再侵权或侵占, 且不违反提供商在第 13.2 条 (保证) 项下的保证; (ii) 根据本 GTC 获得继续使用服务的许可, 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用。上述辩护和赔偿义务不适用于因内容, 非 FPG 应用程序或客户违反协议或使用服务引起的对客户的索赔。

- 14.2. 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, or Customer use of any Service or content in breach of Agreements, infringes or misappropriates such third-party 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 FPG (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 expense.

由客户赔偿。客户将为提供商辩护针对第三方向 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 提出的索赔进行辩护和和解 (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



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由客户承担。

- 14.3. Exclusive Remedy. This Section 14 states indemnifying Party sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any type of claim described in this Section 14.

专有补救措施。本第 14 条规定，针对本第 14 条中所述任何类型的索赔，赔偿方对另一方的唯一责任，以及受偿方针对另一方享有的专有补救措施。

15. Limitation of Liability

责任限制

- 15.1. Save as expressly stated in the Agreements, Provider does not make any representation or warranty of any kind, whether such warranty be expressed or implied, including any warranty of merchantability or fitness for a specific purpose or any warranty form course of dealing or usage of trade.

除非本协议及服务协议中另有明确说明，提供商未作出任何种类的明示或暗示的声明或保证，包括适销性保证或适合于具体目的的保证或构成交易过程或贸易惯例的保证。

- 15.2. 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 and exclusive control of Provider or its service Providers such as but not limited to, Customer's equipment capabilities including the Property Management System (PMS), telecommunication failure or internet service limitations (including but not limited to disruption or outage of communication, power or utilities).

提供商对由以下情况导致的任何损失概不负责：数据丢失，误导，损坏或擦除，未经授权的数据散播，无法访问互联网，或不在提供商或其提供商直接和单独控制范围内的情况，例如但不限于，客户设备功能，包括 物业管理系统（PMS），电信故障或互联网服务限制（包括但不限于，通信，电力或公用设施中断或故障）。

- 15.3. 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。

- 15.4. THE PROVIDER'S AGGREGATE LIABILITY FOR ANY DAMAGES INCURRED IN CONNECTION WITH THE AGREEMENTS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO PROVIDER UNDER THE AGREEMENTS GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OF WHICH THE LIABILITY AROSE. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

提供商对因服务协议相关所产生的任何损害赔偿，无论是合同还是侵权还是其他方面的损害赔偿，均不得超过客户根据协议在第一次发生事故之前的十二（12）个月内向提供商支付的金额。这种责任限制适用于任何诉讼形式，无论是在合同、侵权行为还是其他方面。

- 15.5. 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 terms of the Agreement would be



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substantially different.

双方同意，本节中的限制是双方之间协议必不可少的组成部分，并且如果没有此类限制，协议的条款将大不相同。

16. Insurance

保险

- 16.1. During the term of any Agreement, Provider will keep the following insurance policies in force:

在任何协议期限内，提供商将保持下列有效的保险单：

- 16.1.1. Commercial General Liability - \$1,000,000 combined limit per occurrence, bodily injury, personal injury and property damage, including blanket contractual liability;

商业一般责任 - 对于人身伤害，个人伤害和财产损失，包括一揽子合同责任，每次事故综合赔偿限额为\$1,000,000；

- 16.1.2. Professional Indemnity Liability - \$1,000,000 per occurrence.

专业赔偿责任 - 每次事故为\$1,000,000。

Provider has coverage relative to the delivery of Services offered. Customer acknowledges that in the absence of such limitations, Agreement terms would be substantially different. If Customer requires additional policies or changes to Provider policies as described, Services Fees may be affected.

提供者具有与所提供服务的交付有关的承保范围。客户确认，如果缺少该等限制，协议条款将大不相同。如果客户要求提供商增加这些保单或更改所述的提供商保单，可能会影响应付的服务费。

17. General Provisions

一般条款

- 17.1. 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，依法获得并在此后保留该等许可或许可证，并在合理的时间内交付该等许可或许可证以供客户进行检验。FPG 将始终遵守每个此类等许可或许可证的要求。

- 17.2. Relationship of the Parties

双方的关系

- 17.2.1. The relationship between Provider and 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）代表提供商订立合同，或以其他方式以任何形式



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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。

17.2.2. 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.

任何一方不得作为另一方的代理人，不得暗示其与另一方之间有代理关系，不得不纠正其与另一方之间有代理关系的误解。

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

各方单独对其雇员，承包商和董事和管理人员或代表代理人，任何一方的雇员，承包商和董事或管理人员或代表代理人，无权享有另一方的权益或权利计划，或从中受益。

17.3. Construction & Legal Advice

条款建立和法律咨询

In the event of any dispute over the terms in the Agreements, the terms in the Agreements 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.

如果对本协议或服务协议的条款产生争议，本协议或服务协议的条款将视为由本协议所有当事方起草，不会严格解释为针对任何一方。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。此外，各方确认，已进行协商就该等条款达成一致协议。

17.4. Force Majeure

不可抗力

Except for Customer payment obligations accruing under Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. Either Party shall promptly notify the other party of the nature and extent and shall use all reasonable efforts to overcome the force majeure. If during the Agreement term Provider is unable to provide Services for a period in excess of sixty (60) consecutive days for any reason as set forth in this Section 17.4, then either Party may terminate the affected Services upon written notice to the other Party, and both Parties shall be released from any further future liability in relation to such Services.

除非在真正的不可抗力事件发生时日之前客户根据协议付款的义务，对于因不可抗力事件导致的任何阻止或阻碍的履约，任何一方均不承担任何责任，也不对任何信用额度或其他补救措施进行延期。任何一方应立即将其不可抗力的性质和范围通知另一方，并应尽一切合理努力克服。如果在协议期限内提供商出于本第17.4条的规定出于任何原因无法连续六十（60）天以上提供服务，则任何一方均可以书面通知服务提供商后终止受影响的服务，并且双方应免除与此类服务有关的任何其他未来责任。

17.5. Foreign Corrupt Practices Act FCPA and Anti-Money Laundering

反海外腐败法（FCPA）和反洗钱

17.5.1. Provider understands and complies with the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA") (15 U.S.C. §§ 78dd-1, et. seq.), as if the Provider were a U.S. "issuer," and laws and regulations related to anti-corruption, anti-bribery, anti-money laundering and sanctions, that are applicable to this GTC or the actions of Provider in connection with this GTC.



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提供商理解并遵守美国《反海外腐败法》（“FCPA”）（15 U.S.C. §§ 78dd-1, et. seq.）的规定，如同提供商是美国“发行人”，以及任何适用于 GTC，或适用于供应商依据本 GTC 行为，与制裁，反腐败，反行贿，反洗钱相关的法律法规。

- 17.5.2. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employees or agents of either Party in connection with this GTC. Reasonable entertainment provided in the ordinary course of business does 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.

双方均未从任何一方的员工或代理商那里收到或提供与本 GTC 有关的任何非法或不当的贿赂，回扣，付款，礼物或有价物。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。

17.6. Amendments

修正案

Save where a Party or the Parties have expressly reserved the right to amend, vary or supplement the terms of the Services Agreement, the terms of the Services Agreement may be amended, varied or supplemented only by an instrument in writing signed by the respective Parties' authorized representatives.

除非一方或双方明确保留修改，更改或补充服务协议条款的权利，否则仅可通过双方各自的授权代表人签署书面文件的方式变更，修改或补充服务协议的条款。

17.7. Severability

可分割性

If any provision or part of a provision in the Agreements 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 Agreements, which shall remain in full force and effect. Notwithstanding the foregoing, 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.

如果本协议的任何条款或部分存在，或被具有管辖权的任何当局或法院发现认定为无效或不可执行，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，约定相互满意的条款以替代被认定为非法，无效或不可执行的条款。

17.8. Export Controls

出口管制

Each party shall comply with the export laws and regulations of the applicable jurisdictions in providing and using Provider Services. Without limiting the generality of the foregoing, Customer shall not make Services 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 in 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



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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。

17.9. Headings; “Includes” and “Including” “标题”；“包括”

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

本 GTC 的所有提要，标题或章节标题仅为方便参考而设，不得影响对本 GTC 条款的解释或诠释。本 GTC 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”，视情况而定。

17.10. Partial Invalidity 部分无效

If any provision of the Agreements 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 Agreements 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 Agreements.

如果本协议的任何条款或该条款对任何当事方或情况的适用，被主管法院，主管仲裁人或其他相关当局宣告无效，违法或不可执行，本协议的其他条款，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相关条款取代，以实现本协议的精神和目的。

17.11. Waiver 豁免

No failure or delay by a Party in exercising any right, power or remedy under the Agreements 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 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服务协议项下的任何权利，权力或补救措施，均不得视为豁免该协议，任何单方面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其他权利，权力或补救的行使。在不限制上述规定的前提下，一方豁免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豁免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。

17.12. Rights and Remedies 权利和补救措施

The remedies conferred by 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.

协议条款授予的补救措施应是法律或权益中可获得的其他补救措施的补充。任何一方选择一种或多



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种以上该等补救措施，并不构成该方放弃寻求任何其他可获得的补救措施的权利。

17.13. 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 the Provider to assign its rights, benefits and obligations under the Agreements to an Affiliate FPG Company.

未经另一方的事先书面同意，任何一方均不得向任何其他方转让其在服务协议项下的权利，权益或义务，但提供商向关联方 FPG 公司转让其在服务协议项下的权利，权益和义务，无需获得同意。

17.14. Successors and Assigns

继任者和受让人

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

协议应符合本协议双方以及他们各自的继任者和许可受让人的利益，并对本协议双方以及他们各自的继任者和许可受让人具有约束力。

17.15. 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 the Agreements.

FPG 的内容许可人应享有本协议项下针对相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。

17.16. Counterparts

副本

A Services Agreement or ORF 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 herein and in the Services Agreement or ORF but all the counterparts shall together constitute one and the same instrument.

服务协议或 ORF 可由双方执行一份或多份单独的副本，除非各方至少执行一份副本且每份该等副本构成本协议以及服务协议或 ORF 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。

17.17. Prevailing Language of Agreement & Notices

协议和通知主导语言

17.17.1. The Agreements are in English and if the Agreements are 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.

协议使用英语书写，如果协议以英语以外的其他语言翻译或签署，翻译版本与英语版本之间有任何差异或不一致，应以英语版本为准。

17.17.2. Each notice, instrument, certificate or other communication to be given by a Party to another under the Agreements or in connection with the Agreements shall be in English (being the language herein and in the Agreements) and in the event that such notice, instrument,



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certificate or other communication or the Agreements are 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协议项下的或与协议相关的每份通知，文件，证明或其他通信均应使用英语（即本协议及协议里的语言），而且如果该等通知，文件，证明或其他通信或协议翻译成任何其他语言，在任何和所有事件和情况下，应以英语版本为准。

17.18. Non-Solicitation; Non-Exclusivity; Non-Disclosure

竞业禁止；非排他性；保密

17.18.1. Non-Solicitation of Other Party's Employees and Officers. The Parties mutually agree that, for one (1) year following the termination of the Services Agreement or ORF, neither Party will, without the prior express written consent of the other, directly or indirectly employ, any person who worked directly with the other Party or has been an officer of the other Party at any time during the term of the Services Agreement or ORF.

竞业禁止另一方的雇员和高管。双方一致同意，在服务协议或ORF终止后的一（1）

年内，未经另一方事先明确书面同意，任何一方均不得直接或间接雇用任何直接与另一方合作的人员，或在服务协议期内任何时候担任另一方高级职员的人员。

17.18.2. Non-Exclusivity. Customer acknowledges and understands that Provider provides similar consulting services to other customers or companies and agrees that Provider may continue to do so without restriction.

非排他性。客户承认并理解提供商向其他客户或公司提供类似的咨询服务，并同意提供商可以继续这样做，不受限制。

17.18.3. Non-Disclosure of Compensation Terms. Customer agrees that, during the term of the Services Agreement or ORF, and during the twenty-four (24) month period commencing with the date of termination of the Services Agreement or ORF, Customer will not, without the prior express written consent of Provider, disclose to any other person or entity the value or form of any compensation paid to Provider by Customer as consideration for Provider's performance under the Agreements.

保密赔偿条款。客户同意，在服务协议或 ORF 有效期内，以及自服务协议或 ORF 终止之日起的二十四（24）个月内，未经提供商事先明确书面同意，客户不得，向任何其他人或实体披露客户支付给提供商的任何补偿的价值或形式，作为提供商履行协议的对价。

17.19. Entire Agreement and Order of Precedence.

全部协议和优先顺序

This GTC, together with the applicable Services Agreement or ORF, represents the entire agreement between the Parties regarding use of Services and Content relating to the subject matter of the Services Agreement 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服务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 GTC will be effective unless in writing and signed by the Party against whom the modification, amendment or waiver is to be asserted. The



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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) the applicable ORF or Services Agreement, (2) this GTC, and (3) the Documentation.

任何对本 GTC 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，在采购订单或其他订单文档（不包括订单）中所述任何条款或条件是无效的。如果下述文档之间有任何冲突或不一致，优先顺序如下：（1）相关订单或服务协议；（2）本 GTC；以及（3）文档。



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18. Contracting Parties, Notices, Governing Law and Jurisdiction

签约方，通知，治理法律和管辖权

18.1. General.

一般规定

The table below defines the Provider entity the Customer is contracting with under this GTC. Based upon where Customer is domiciled, this table specifies the party to direct notices to, what law will apply in any lawsuit arising out of or in connection with this GTC, and which courts have jurisdiction.

下表定义了客户根据本 GTC 与之签订合同的提供商实体。根据客户的所在地，本表规定了直接接收各方通知的公司，因本 GTC 引起的或与本 GTC 相关的任何诉讼的适用法律，以及对这类诉讼具有管辖权的法院。

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, 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
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



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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



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18.2. Agreement to Governing Law and Jurisdiction

治理法律和管辖权协定

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 above.

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。

18.3. Manner of Giving Notice.

发出通知方式

Except as otherwise specified in the Services Agreement or 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 business day after regular mailing, (iii) the second 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 in the Services Agreement, ORF or subsequent documentation provided by the Customer.

除非服务协议或订单中另有规定，否则本协议项下的所有通知，许可和批准应采用书面形式，并应视为于下列情况下已发出送达：（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和任何其他相关服务通知应发送至服务协议，ORF 或客户提供的后续文件中指定的联系人。



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SCHEDULE A – SUPPORT & SERVICE LEVEL

附表A –支持和服务级别

1. Online Ticket Support

在线票务支持查询

Provider will provide Customer with Online Ticket Support as the primary support channel for all Technology and Services. All tickets submitted will be classified into case types and responded to within regular business hours of Customer location.

提供商将为客户提供在线票务支持查询，作为所有技术和服务的主要支持渠道。所有提交的查询将被分类为案例类型，并在客户所在地正常营业时间内做出回应。

2. Correction of Malfunctions.

纠正故障

Provider will correct Malfunctions as provided herein. "Malfunction" shall mean a failure of Services to operate as required by this GTC.

提供商将按照此处提供的方法纠正故障。“故障”是指服务未能按照本 GTC 的要求运行。

The definitions of the Malfunction classifications are as follows:

故障分类的定义如下：

- a) Severity Level 1: A problem which renders Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes an unrecoverable loss or corruption of data.

严重级别1：问题导致服务无法正常工作，导致最终用户的业务活动持续不断或严重中断或导致数据不可恢复的丢失或损坏。

- b) Severity Level 2: A problem which causes the Services to be inoperative, disrupted or malfunctioning and which materially interferes with Customer's use of the Services.

严重级别2：问题导致服务无法运行，中断或出现故障并且严重干扰客户使用服务。

- c) Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, including the Documentation, but which causes only a minor impact on Customer's use of the Services and for which an acceptable circumvention is available.

严重级别3：问题导致服务无法按照适用的规范（包括文档）运行，但对客户使用服务造成较小的影响，并且可以采取适当的规避措施。

- d) Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications.

严重级别4：与服务 and 所有故障有关的，不包括在其他故障分类中的任何一般问题。

3. Procedure.

程序

- a) Report of Malfunction. With respect to a report of any Malfunction, Customer will submit such malfunction via the Online Ticket system to describe Malfunction in reasonable detail and the circumstances under which Malfunction occurred or is occurring and will, with the assistance of



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Provider, classify as a Severity Level 1, 2, 3 or 4.

故障报告。关于任何故障的报告，客户将通过在线票务系统提交此类故障，以合理详细地描述故障以及故障发生或正在发生的情况，并在提供商的协助下将其归类为1、2、3或4级严重程度。

- b) Critical Malfunctions. If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Customer reasonable satisfaction through communication with Provider within **eight (8)** hours after Provider receives the description of Malfunction via the Online Ticket system, Provider will: (1) immediately escalate to Provider customer service management; (2) take and continue to take actions to most expeditiously resolve the Critical Malfunction; (3) provide a written response to Customer of the steps taken and to be taken to resolve the problem, the progress to correction and the estimated time of correction, and provide update every **twenty-four (24)** hours until the Critical Malfunction is resolved; and (4) every **twenty-four (24)** hours, provide increasing levels of technical expertise and Provider management involvement in finding a solution to the Critical Malfunction until it has been resolved.

危急故障。如果在提供商收到故障描述后八（8）个小时内无法通过在线票务系统，将严重故障级别1或2（各“危急故障”）纠正至客户的合理满意，提供商将：（1）立即将问题上报给提供商的客户服务管理部门；（2）采取并继续采取最迅速地解决危急故障；（3）向客户提供书面答复，说明已采取和将采取的解决问题的步骤，纠正的进度以及估计的纠正时间，并每二十四（24）小时更新一次，直到危急故障已解决为止。和；（4）每二十四（24）小时提供不断提高技术专业知识和提供商管理人员的参与，直到找到解决危急故障的解决方案为止。

- c) Provider Level of Effort. Provider will work continuously until any Critical Malfunction for which a correction or workaround has not been achieved until resolved. Unless otherwise specified by Customer, Provider will work continuously during normal work hours in Provider location to resolve any Severity Level 3 Malfunction. Provider and Customer will mutually agree upon a schedule within which to resolve any Severity Level 4 Malfunction.

提供商的努力级别。提供商将持续工作直到更正或尚未实现解决方法的任何危急故障都解决为止。除非客户另有规定，否则提供商将在正常的提供商工作时间内连续工作以解决任何严重故障级别3的故障。提供商和客户将共同商定时间表，以解决任何严重故障级别4的故障。

- d) Action Required from Provider. For a Critical Malfunction, Provider will commence an immediate correction plan, which Provider will then provision access for Customer to test. For a Severity Level 3 or 4 Malfunction, Provider will provide a correction as promptly as reasonably achievable, and at Customer request will seek to establish a mutually agreed schedule for the correction to be provided.

提供商需要采取的措施。对于危急故障，提供商将立即提供更正，然后提供商将为客户提供测试通道。对于严重故障级别3或4的故障，提供商将在合理可行的范围内尽快提供更正，并应客户的要求建立共同商定的更正时间表。



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SCHEDULE A – SUPPORT AND SERVICE LEVEL

附表A –支持和服务级别

Service/Activity 服务/活动	Service Level 服务级别
Availability of the Services 服务的可用性	<p>FPG Software will be available to Customer for normal use 99.5% of the time each month, not including scheduled downtime. 客户每月99.9%的时间均可正常使用 FPG 软件，这不包括计划停机时间。</p> <p>Scheduled downtime shall be for regular maintenance and upgrades. 计划停机时间应用于定期维护和升级。</p> <p>Customer will receive notification of scheduled downtime. 客户将收到计划停机的通知。</p> <p>Provider does not make a service level guarantee. 提供商不提供服务级别保证。</p>
Restore Time 恢复时间	<p>In the event of unscheduled downtime, Services shall be restored and fully operational within twenty-four (24) hours. 如果计划外停机，则应在二十四小时内恢复并使系统完全运行。</p>



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SCHEDULE B – OPERATING ENVIRONMENT AND DATA MANAGEMENT

附表B – 操作环境和数据管理

Customer is required to provide the minimum operating environment and procedures to ensure uninterrupted access and performance of Services. Customer Operating Environment requirements are listed below – last updated January 1, 2022. Future releases may have additional compatibility requirements of which the Customer will be notified in advance.

要求客户提供最低限度的操作环境和程序，以确保服务的不间断访问和性能。下面列出了客户操作环境要求 – 最近更新于2022年1月1日。将来的版本可能具有额外兼容性要求，我们将提前通知客户。

- Active internet or data connection to consume data from the cloud.
活跃的互联网或数据连接，以使用来自云的数据。
- Web Browser:
网页浏览器：
 - Subscribers accessing the IN-GaugeSM platform do so via a standard web browser
订户通过标准的网页浏览器访问 IN-GaugeSM 平台
 - The web browser needs to be a supported and fully patched version
网页浏览器必须是受支持的且已完全修补式版本
 - IN-GaugeSM supports Google Chrome, Safari, Mozilla Firefox
IN-GaugeSM 支持 Google Chrome, Safari, Mozilla Firefox
- Data Extraction methods supported by IN-GaugeSM
IN-GaugeSM 支持的数据提取方法
 - IN-GaugeSM pull mechanism through customer Data warehouse or API Endpoint
IN-GaugeSM 通过客户数据仓库或API端点的拉取机制
 - Extracting Data from a Customer warehouse to IN-GaugeSM
从客户仓库提取数据到 IN-GaugeSM
 - Extracting Data from a Cloud Application (PMS & RES Data)
从云应用程序中提取数据 (PMS 和 RES 数据)
 - Multi-property from different app sources via customer Data warehouse or IN-GaugeSM data lake writing to API Gateway
通过客户数据仓库或 IN-GaugeSM 数据湖写入 API 网关，从不同应用程序来源获得多属性
 - Extract Opera Default Reports to support private On-Premise cluster
提取 Opera 默认报告以支持私有内部部署集群
 - Single Property Deployment via On Premise or Cloud Application
通过内部部署或云应用程序进行单属性部署
 - Data can be added, imported or loaded to IN-GaugeSM from the interface
可以将数据添加、导入或加载到 IN-GaugeSM 从界面
 - Data can be consumed from a customer operating application whether legacy On-Premise or in the Cloud
数据可以从客户操作应用程序中消耗，无论是传统的本地应用程序还是云中应用程序
- Guest Data
客人资料
 - FPG data integration does not require or use any Guest Personal Identifiable Data.
FPG 数据集成不需要或使用任何客人的个人身份数据



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- FPG solution only considers reservation level data such as a guest arrival and departure dates, room type, room rate booked, room type upsell, upsell supplement pricing, inventory, market segmentation.
FPG 解决方案仅考虑预订级别的数据，例如宾客到达和离开日期，房间类型，预订房价，房间类型增销，增销补充定价，库存，市场划分。
- IN-GaugeSM processes the data submitted by the Customer as-is, to provide subscribed Services
IN-GaugeSM 按原样处理客户提交的数据，以提供订购的服务
- IN-GaugeSM integration procedures include detailed guidelines on how to ensure no Guest Data will get transmitted to FPG as part of the data transfer. FPG will actively monitor the transferred data and will work with Customer to ensure no transmission of Personal Guest Data.
IN-GaugeSM 集成程序包括详细指南有关如何确保客人资料绝不可作为数据传输的一部分传送给 FPG。FPG 将积极监控传输的数据，并将与客户合作以确保不会传输客人个人资料。
- Unless otherwise required by applicable law, FPG will respond to any Data access and deletion requests within thirty (30) days of receiving such request at AWSAdmin@frontlinepg.com
除非适用法律另有要求，否则 FPG 将在收到请求后的三十（30）天内通过 AWSAdmin@frontlinepg.com 响应任何数据访问和删除请求。
- Customer Personnel Data
客户员工资料
 - IN-GaugeSM will process Personal Data as it relates to Customer personnel and only to the extent necessary to provide the Services set forth below:
IN-GaugeSM 将在提供以下服务所需的范围内处理与客户员工有关的个人数据：
 - To provide performance measurements to Customer, FPG needs to collect and maintain the following Customer personnel information:
为了向客户提供绩效评估，FPG 需要收集并维护以下客户员工信息：
 - Staff First Name, Last Name and valid email address to grant access FPG Technology (including IN-GaugeSM Connect or IN-GaugeSM Knowledge LMS Platform).
以授予每位访问 FPG 技术的权限（包括 IN-GaugeSM Connect 或 IN-GaugeSM Knowledge LMS 平台）的用户的员工名字，姓氏和有效电子邮件地址。
 - Customer personnel PMS identifiers and associated performance data for all Customer personnel performing upsells or check-ins, or otherwise participating in Provider Services.
所有进行增销或入住手续，或以其他方式参与提供商服务的客户员工的 PMS 标识符和相关的绩效数据
 - For some specific interactions, FPG collects the following information:
对于某些特定的交互，FPG 收集以下信息：
 - Email and contact information for any authorised user raising a support ticket
给任何获得支持票的授权用户的电子邮件和联系信息
 - Email and contact information for any recipient of Services reports.
作为服务报告的一部分任何收件人的电子邮件和联系信。
 - For Customer application unique identifier and data transmission, Customer is responsible to ensure explicit consent from all employees participating in Services, where legally applicable.



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。

General Terms and Conditions

一般条款和条件

对于客户应用程序的唯一标识符和数据传输，客户有责任确保在合法的情况下，所有参与服务的员工均明确表示同意。

- Unless otherwise required by applicable law, Provider will respond to any data access and deletion requests within thirty (30) days of receiving such request by submitting a ticket to the IN-GaugeSM Support team via <https://fpg-ingauge.atlassian.net/servicedesk/customer/portals>

除非适用法律另有要求，否则提供商将在收到任何数据访问和删除请求后三十（30）天内，通过向 IN-GaugeSM 支持团队提交票证来回应此类请求 <https://fpg-ingauge.atlassian.net/servicedesk/customer/portals>



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SCHEDULE C

GDPR IT SECURITY AND TECHNICAL AND ORGANIZATIONAL MEASURES - AVAILABLE ON REQUEST

GDPR信息科技安全以及技术和组织措施 - 根据要求提供

DATA PROTECTION AGREEMENT - AVAILABLE ON REQUEST

数据保护协议 - 根据要求提供

Please submit request at <https://fpg-ingauge.atlassian.net/servicedesk/customer/portals>

请在提交申请 <https://fpg-ingauge.atlassian.net/servicedesk/customer/portals>

