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EXHIBIT B
TO
MASTER SOFTWARE AS A SERVICE AGREEMENT

附件 B
至
主软件服务协议

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

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.

如果您是 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。

1. **Definitions**
定义

- 1.1. If not defined in the GTC, the terms or expressions which are capitalized have the meaning set out in the Services Agreement. Under this GTC, unless the context otherwise requires, the following terms shall have the respective meanings indicated:

如果通用条款和条件中未定义，大写的术语或表达具有服务协议中规定的含义。根据本通用条款和条件，除非上下文另有所指，下列术语应具有有所指明的相应含义：



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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。
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。
Copyleft 著佐权	Restrictions imposed on software requiring that (i) the user may not sublicense, resell or distribute the same software or any Derivative Work 对软件施加的限制要求 (i) 用户不得再许可、转售或分发相同的软件或任何衍生作品
Restrictions 限制	thereof under different terms of use, (ii) the user may not charge license fees for the sublicense, resale or distribution thereof, (iii) the user must release the source code to any third party to whom such software or any Derivative Work thereof is distributed, (iv) the user may not claim copyright or other Intellectual Property Rights in any Derivative Work thereof, or (v) the user is prohibited from discriminating by restricting the persons or purposes for which the software is used. 根据不同的使用条款, (ii) 用户不得就其再许可、转售或分发收取许可费, (iii) 用户必须将源代码发布给此类软件或其任何衍生作品的任何第三方分发, (iv) 用户不得在其任何衍生作品中主张版权或其他知识产权, 或 (v) 禁止用户通过限制使用该软件的人员或用途进行歧视。



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<p>Customer Data or Hilton Data 客户资料或希尔顿数据</p>	<p>Any and all information owned or made accessible to FPG provided by Hilton or Hilton Affiliate, in any form, format or media now known or later developed (including paper, electronic and other records), that to which 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. 由希尔顿或希尔顿附属公司以任何形式、格式或现在已知或后来开发的媒体（例如以书面、电子版或任何记录）向FPG拥有或可访问的任何和所有信息，提供商有权访问、获得、使用、维护或以其他方式处理与服务履行相关的信息，包括客人数据和个人数据（如有）。</p>
<p>Customer Order Form (“ORF”) 客户订单</p>	<p>Request for Service submitted by Customer or Customer Affiliate in the form of an ORF or Agreement executed between the Parties designated by Provider (including any addenda and supplements thereto), detailing Services. 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 或供应商指定的双方签署的协议（包括任何附录和补充协议）的形式提交的服务请求，详细说明服务。ORF 也可以称为“工作订单”、“工作范围”或“服务范围”。</p>
<p>Day 天</p>	<p>An eight (8) hour day typically starting at 9:00am and finishing at 5:00pm local Customer time with one (1) hour for lunch. 八（8）小时一天，通常从当地客户时间早九点开始至晚五点结束，含一（1）小时午休。</p>
<p>Deliverables 交付成果</p>	<p>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。</p>
<p>Derivative Work 衍生作品</p>	<p>Work based on one or more pre-existing works, including a condensation, transformation, expansion or adaptation, which would constitute a copyright infringement if prepared without authorization of the owner of the copyright of such pre-existing work. 基于一个或多个先存在的作品，包括浓缩、转换、扩展或改编，如果未经已有作品版权所有者授权而制作，将构成版权侵权。</p>
<p>Documentation 文件</p>	<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. 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>
<p>Electronic Signature “ES” 文件</p>	<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. 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</p>



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	何适用协议。
Fees 费用	The amount to be paid to Provider for each of the Services, Subscriptions or Packages, as outlined in any applicable Agreement. 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。
FPG Group Company FPG 集团公司	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 other FPG Affiliate. 以下任何一家公司，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, 或任何其他 FPG 关联公司。
FPG Software (also referred to as IN-Gauge SM) FPG 软件 (也称为 IN-Gauge SM)	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: 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： <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 • 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



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<p>FPG Technology FPG 技术</p>	<p>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。</p>
<p>Force Majeure Event 不可抗力事件</p>	<p>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。</p>
<p>Guest 宾客</p>	<p>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；</p>
<p>Guest Data 宾客资料</p>	<p>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; 指在客户的设施中寻找酒店住宿的个人或实体；</p>
<p>Intellectual Property Rights or IP Rights 知识产权</p>	<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; 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>
<p>Licensed Marks 许可标志</p>	<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; As to Customer, all names, logotypes, trademarks, service marks, trade dress and trade names and any variation thereof that (i) are proprietary to any of Hilton Worldwide Holdings Inc. or its subsidiaries (including Hilton) or affiliated entities and (ii) were used, are used or are hereafter used by Hilton Worldwide Holdings Inc. or its subsidiaries (including Hilton) or affiliated entities, or licensed to Hilton Brand Properties, including the following: (A) “Canopy”, “Conrad”, “Curio”, “Doubletree” “Embassy Suites”, “Hilton”, “Hilton Garden Inn”, “Hampton”, “Hilton Honors”, “HHonors”, “Homewood Suites”, “Home2 Suites”, “Hilton Grand Vacations”, “HGV”, “HGVClub”, “LXR Hotels</p>



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	<p>and Resorts”, “Motto”, “OnQ”, “Signia Hilton”, “Tapestry”, “Tempo”, “Tru”, “Waldorf Astoria” and any variations thereof and (B) the logotypes and designs: Hilton “H” Swirl (logo), Concierge Class (logo), DoubleTree Twin Tree by Hilton (logo), Embassy Suites Hotels “E” Design, Embassy Suites Stylized E (logo) and any variations thereof.</p> <p>对于与任何 FPG 集团公司及其附属公司、FPG 专业服务、FPG 软件 - IN-Gauge 和 FPG 软件包相关的供应商、商标或服务标志或标识；</p> <p>对于客户，所有名称、标识、商标、服务标记、商业外观和商业名称及其任何变体 (i) 为任何 Hilton Worldwide Holdings Inc. 或其子公司（包括希尔顿）或关联实体专有，并且 (ii) 由 Hilton Worldwide Holdings Inc. 或其子公司（包括希尔顿）或关联实体使用、正在使用或以后将使用，或授权给希尔顿品牌酒店，包括以下品牌：(A) “Canopy”, “Conrad”, “Curio”, “Doubletree” “Embassy Suites”, “Hilton”, “Hilton Garden Inn”, “Hampton”, “Hilton Honors”, “HHonors”, “Homewood Suites”, “Home2 Suites”, “Hilton Grand Vacations”, “HGV”, “HGVClub”, “LXR Hotels and Resorts”, “Motto”, “OnQ”, “Signia Hilton”, “Tapestry”, “Tempo”, “Tru”, “Waldorf Astoria” 及其任何变体和 (B) 标识和设计：Hilton “H” Swirl (标志)、Concierge Class (标志)、DoubleTree Twin Tree by Hilton (标志)、Embassy Suites Hotels “E” 设计、Embassy Suites Stylized E (标志) 及其任何变体。</p>
<p>Malicious Code 恶意代码</p>	<p>Any virus, worm, trojan horse, spyware, adware, rootkit, scareware, rogueware, ransomware, backdoor, trap door, logic bomb, Disabling Code or similar item intended to cause or capable of causing undesired effects, security breaches and/or damage to a system or a system’s contents.</p> <p>任何病毒、蠕虫、特洛伊木马、间谍软件、广告软件、木马、恐吓软件、流氓软件、勒索软件、后门、陷阱门、逻辑炸弹、禁用代码或旨在造成或能够造成不良影响、安全漏洞和/或损坏的类似项目系统或系统的内容。</p>
<p>Notification 通知</p>	<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>
<p>On-Site Service: 现场服务</p>	<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>
<p>Packages 配套服务</p>	<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>



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Party(ies) 双方	The Customer and the Provider, individually or collectively. 客户和供应商·单独或共同
Personal Data, Personal Information, Personally-identifiable information 个人资料, 个人信息, 个人身份信息	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. 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问的此类信息。
Privacy Law 隐私法	Any applicable national or international 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、跨境数据流动或数据保护相关的任何适用的国家或国际法律、法规或任何政府机构的约束性政策。
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。
Prohibited Open Source Code 禁止开放源代码	Any software code or other materials that meets the following criteria: It contains or is derived (in whole or part) from, any software that is distributed as free software, open source software, shareware or similar licensing or distribution models and its licensing terms do any of the following: (i) conflict in any way with, or prevent the performance and fulfillment of, the respective rights and obligations of the Parties set forth in this Agreement, (ii) require that Hilton or Hilton Affiliate disclose or otherwise make available any Intellectual Property and (iii) subject any Deliverable or any Intellectual Property of Hilton or Hilton Affiliate to any Copyleft Restrictions. 符合以下标准的任何软件代码或其他材料：它包含或衍生自（全部或部分）任何作为免费软件、开源软件、共享软件或类似许可或分发模式分发的软件及其许可条款以下任何一项：(i) 以任何方式与本协议中规定的双方各自的权利和义务相冲突，或妨碍其履行和履行，(ii) 要求希尔顿或希尔顿附属公司披露或以其他方式提供任何知识产权财产和 (iii) 使希尔顿或希尔顿附属公司的任何交付物或任何知识产权受任何著佐权限制。
Project Manager 项目经理	Designated representative from each Party responsible to manage Services and ensure obligations relative to the Agreement.



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	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	<p>Training, coaching, consulting services provided by:</p> <ul style="list-style-type: none"> - Consultants for the purpose of: <ul style="list-style-type: none"> 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. <p>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。</p> <p>由以下人员提供的培训，辅导，咨询服务：</p> <ul style="list-style-type: none"> - 顾问专注于： <ul style="list-style-type: none"> 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。 <p>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供例如例如，供电话，网络研讨会等</p>
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
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架构（例如电话，网络研讨会，聊天）与客户合作。
Restricted Person 受限人士	Means (i) the government of any country subject to an embargo imposed by the United States government, (ii) an Person located in or organized under the Laws of a country that is subject to an embargo imposed by the United States government, (iii) any Person ordinarily resident in any country subject to an embargo imposed by the United States government, or (iv) any Person identified by an government or legal authority as a Person with whom dealings and transactions by Provider or any member of the Hilton Group are prohibited or restricted, including Persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers), any Person on the U.S. Commerce Department's Bureau of Industry and Security's Denied Persons or Entity List, or on other similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions.



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	指 (i) 受美国政府实施禁运的任何国家/地区的政府, (ii) 位于受美国政府实施禁运的国家/地区或根据其法律组织的人, (iii) 通常居住在受美国政府实施禁运的任何国家/地区的任何人, 或 (iv) 被政府或法律机构认定为供应商或希尔顿集团任何成员与之进行交易和交易的任何人禁止或限制的人员, 包括美国财政部外国资产办公室特别指定国民和其他被封锁人员 (包括恐怖分子和毒贩) 名单中指定的人员, 美国商务部工业和安全局被拒绝人员或实体清单, 或其他类似的受限方清单, 包括由其他政府维护的清单根据联合国、区域或国家贸易或金融制裁。
Services 服务	Tasks to be performed by Provider as outlined in the Agreement with Customer. 供应商根据与客户签订的协议执行的任务。
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



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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”。

- 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 Parent, Customers and FPG agree that FPG will (i) grant such Parent and any Customers 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母公司、客户和 FPG 同意 FPG 将 (i) 授予该母公司和任何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/或购买的专业服务的条款和条件；
- 3.2. The Services being made available to Customer are described in an Agreement and briefly would involve;
向客户提供的服务在协议中进行了描述，并简要涉及；
- (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,
订购托管软件，系统和/或服务，以访问和使用某些托管服务，或执行服务，功能和职责
 - (b) Activation, implementation, configuration and enablement services,
激活，执行，配置和启用服务，
 - (c) Professional Services and other Add-Ons such as Onsite Consulting, Onsite Training, all of which may be offered as a Package.



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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) Support Services (collectively referred to as “Services”).
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. In the event of any conflict between the terms and conditions set forth in this GTC or the Agreement and the terms and conditions set out in the ORF, the terms and conditions set out in the GTC 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。如果本一般条款和条件或协议中规定的条款和条件与 ORF 中规定的条款和条件有任何冲突，则以一般条款和条件中规定的条款和条件为准。

3.5. Customer Participation and Acceptance. Services may be procured by Customer, pursuant to the terms of the Services Agreement, and 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。客户可根据服务协议的条款和此处的条款采购服务。如果客户选择订阅服务，则该客户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。



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- 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。

- 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. If an Affiliate of Customer enters into a ORF pursuant to this GTC, then references to “Customer” herein shall be deemed references to Customer Affiliate only.

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。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”的引用应视为仅提及客户关联方。

- 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



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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。根据本一般条款和条件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一般条款和条件的重大违反。

- 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. Provider shall invoice Subscriber 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订户提供开具账单。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 Work Order or Scope of Work. Subject to Customer’s review and acceptance, any such terms and conditions are deemed incorporated into this Services Agreement 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。提供商可能会对试用施加额外的条款和条件，这些条款可能会出现在试用注册网页或订单或工作范围上。在客户审查和接受的前提下，任何此类条款和条件均被视为通过引用纳入本服务协议并具有法律约束力。
- 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



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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，本一般条款和条件的期限自起始日期开始，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 Service, The term of each of the Services or Subscription shall be as specified in the applicable ORF but shall not exceed one (1) year. Except as otherwise specified in an ORF, Subscriptions will automatically renew for additional periods equal to the expiring Subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the term for the relevant Subscription. 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 4.4.

服务期限、每项服务或订购的期限均应按照相关的订单中规定，但不得超过一（1）年。除非订单中另有规定，否则订购将自动续期相等于到期的订购期限或一（1）年（以较短者为准）的额外的期限，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。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4.4.中所述。

5.3. Termination by Neither Party for Cause. Either Party may terminate this Services Agreement or any ORF 任何一方因故终止。任何一方均可终止本服务协议或任何订单

(a) on thirty (30) days' prior written notice if the other Party has committed a material breach of this Services Agreement and has failed to cure or begun to cure such material breach within thirty (30) days notice thereof; or

如果另一方严重违反本服务协议并且未能在收到通知后三十（30）天内纠正或开始纠正此类重大违约行为，则提前三十（30）天发出书面通知；或者

(b) immediately upon written notice to the other Party if the other Party should become insolvent, file a voluntary petition in bankruptcy, be adjudicated a bankrupt, have a receiver appointed for the operation of its business, or make a material liquidation of assets;

如果另一方无力偿债、自愿申请破产、被裁定破产、指定接管人经营其业务或进行资产清算，则立即向另一方发出书面通知；

(c) immediately upon written notice to the other Party if the other Party is in breach of its confidentiality obligations or any applicable privacy laws, regulations, or standards;

如果另一方违反其保密义务或任何适用的隐私法律、法规或标准，则立即向另一方发出书面通知；

(d) immediately upon written notice to the other Party, in the event the other Party sells all or a substantial portion of its capital stock and/or assets and the purchaser thereof fails or refuses to assume the other Party's obligations under the Agreements; or



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如果另一方出售其全部或大部分股本和/或资产，并且其购买者未能或拒绝承担另一方在协议项下的义务，则立即向另一方发出书面通知；或者

(e) immediately upon written notice to the other party, 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 intentionally false.

如果协议中的任何声明或保证或违约方提供的与协议相关的任何信息是故意虚假的，则立即向另一方发出书面通知；

The per-unit pricing during any automatic renewal term will be the same as that during the immediately prior term unless the Parent is otherwise notified by the Company and elects to renew, in which case the pricing increase will be effective upon renewal and thereafter. In any event, 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.

任何自动续订期限内的单位定价将与前一个期限内的单位定价相同，除非母公司另行收到公司通知并选择续订，在这种情况下，定价上涨将在续订时及之后生效。在任何情况下，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。

FPG may introduce regional specials and promotions when onboarding or renewing hotels into the FPG program based on specific market and regional economic conditions.

FPG 可能会根据特定市场和区域经济条件，在FPG 计划将酒店加入或续订时，推出区域特价和促销活动。

5.4. Premature Termination by Parent or Customer. With the exception of 1) termination for Provider's breach of any of the Agreements or 2) non-renewal pursuant to Section 4.2 of the Agreement (Term of Services), if this Agreement or a Work Order is terminated by Parent or Customer prior to the expiration of the Term of the Agreement, Provider will be entitled to:

母公司或客户提前终止。除了 1) 因提供商违反任何协议而终止或 2) 根据协议第 4.2 节（服务条款）不续约，如果本协议或工作订单在协议期限届满后，提供商将有权：

5.4.1. Payment for all Services previously rendered under the applicable Work Order, 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

获偿按比例计算的之前根据适用工作指令提供的所服务的费用，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

5.4.2. As liquidated damages, a Termination Fee equal to sixty percent (60%) of the aggregate fees payable for each full or partial month remaining in the Term of the Agreement or Work Order.

作为违约赔偿金，终止费用等于协议或工作订单期限内剩余的每个完整或部分月份应付费用总额的百分之六十 (60%)。

Parent shall not be entitled to a refund.

母公司无权获得退款



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THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT THE ACTUAL DAMAGES TO COMPANY IN THE EVENT OF PARENT OR CUSTOMER'S TERMINATION (ACTUAL OR CONSTRUCTIVE) GIVING RISE TO THE APPLICATION OF THE TERMINATION FEE AS PROVIDED IN SECTION 5.4 (PREMATURE TERMINATION BY PARENT OR CUSTOMER) OF THIS AGREEMENT WOULD BE IMPOSSIBLE OR IMPRACTICAL TO DETERMINE AND THAT THIS PROVISION FOR A TERMINATION FEE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING AND KNOWN TO THE PARTIES AS OF THE DATE OF THIS WORK ORDER.

本协议双方承认并同意，如果母公司或客户终止（实际的或推定的）导致应用本协议第 5.4 条（母公司或客户提前终止）中规定的终止费，则对公司造成的实际损害将不可能也无法做出实际的判定，并且在本工作订单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. Effect of Termination. Upon any termination, Subscriber shall, as of the effective date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under Section 5.6 entitled "Access to Customer Data") and all FPG Confidential Information. Moreover, upon any such termination, unless the Customer requests otherwise in writing, 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 undisputed Fees accrued or due and payable to Provider prior to the effective date of termination.

终止效力。一旦终止，订户应自终止生效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5.6节允许）和所有 FPG 机密信息。此外，在任何此类终止后，除非客户另有书面要求，否则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权限，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。

- 5.6. 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。根据客户于本一般条款和条件期满或终止后三十（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。

- 5.7. 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. Customer will not be responsible for payment for the duration of the suspension.

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



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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。客户将不负责在暂停期间的付款。

- 5.8. 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 of this GTC.

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 and 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”的条款将在本一般条款和条件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 accurately 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 undisputed invoiced amount promptly upon receipt of invoice, without deduction or setoff. Any such invoice not paid in full by Customer within forty-five (45) Business Days after 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，以电子方式准确地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无争议的账单金额，不得扣除或抵销。客户在账单开具之日后四十五（45）个工作日内未全额支付的任何此类账单应被视为拖欠。

- 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 30 days after the invoice date. All dispute will be worked through in good faith by the parties, and the principals shall discuss all disputes within 30 days after either side raises a dispute in writing.

如果客户对发票有任何争议，必须在发票日期后 30 天内以书面形式收到争议。所有争议将由双方真诚解决，委托人应在任何一方以书面形式提出争议后 30 天内讨论所有争议。

- 6.4. If any undisputed invoiced amount is not received by the due date, then without limiting FPG's 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



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Services for undisputed overdue accounts. Any such suspension of the Services for undisputed 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无争议的账单金额，则在不限 FPG 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。对有争议欠款的客户 FPG 保留暂停服务的权利。因无争议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 unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided to FPG. Provider shall be solely responsible for the payment of compensation (including provision for employment taxes, federal, state and local income taxes, workers compensation and any similar taxes) associated with the employment of, or contracting with, Provider's personnel. Provider shall also be solely responsible for the payment of any taxes on its income.

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订单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。提供商应全权负责支付与提供商人员的雇用或合同相关的补偿金（包括就业税、联邦、州和地方所得税、工人补偿金和任何类似税费的规定）。提供商还应全权负责支付其收入的任何税款。

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; provided that no change to the FPG Software will result in material degradation or diminishment of the features, functionality, or operability of the FPG Software.

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；前提是 FPG 软件的更改不会导致 FPG 软件的特性、功能或可操作性发生实质性退化或减弱。

- 8.2. Customer has the right to and use of content contained in the FPG Software and/or FPG Program 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 FPG 软件和/或 FPG 程序中包含的内容。



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- 8.3. Subject to Provider's confidentiality and data protection obligations, 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 as between it and FPG it shall have sole responsibility and liability for: (i) acquiring any and all authorization(s) necessary for FPG's use of the Customer Data; (ii) the completeness and accuracy of all of the Customer Data and other materials provided to FPG by Customer; 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.

根据提供商的保密和数据保护义务，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，本一般条款和条件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，在其与 FPG 之间，其应全权负责和以下义务：(i) FPG 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"). FPG 软件包含视听信息，流程，算法，用户界面，专有技术，商业秘密，技术，许可标志以及其他技术资料或信息（统称为“FPG 技术”），上述各项为提供商所专有或由提供商许可使用（统称为“FPG 知识产权”）。

- 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 Parent. 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，未向客户或母公司授予 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。除本一般条款和条件规定外，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



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8.6. Customer may use FPG Technology and exercise the IP Rights embodied therein solely for Customer's business purposes. Customer or Parent shall not:

客户可仅代表客户出于业务目的使用 FPG 技术并行使其中包含的知识产权。客户或母公司不得：

- (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；
- (a) 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；
- (b) 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；
- (c) 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；
- (d) 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；
- (e) 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
- (f) 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。



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- 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一般条款和条件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订单中规定的规范；
- 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,



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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的服务的责任。
- 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:
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;



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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 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. Parties shall each use the Materials of the other solely for 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 other Party.

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）。

- 11.5. All Hilton Data, and all Intellectual Property Rights in and to Hilton Data, belong solely and exclusively to Hilton.

所有希尔顿数据，以及希尔顿数据中的和属于希尔顿数据的所有知识产权，均完全属于希尔顿。

- 11.6. Provider will not use any Hilton Intellectual Property (including the Hilton Marks), or any variations thereof, without the prior written approval of Hilton and, in the event of such approval, only in the manner and at such times as will be prescribed in such approval. Provider does not have any ownership in Hilton Marks. Provider will not do any of the following: (i) authorize any third party to use any of the Hilton Marks; (ii) contest or deny the validity of, or right or title to, the Hilton Marks; (iii) encourage or



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assist others, directly or indirectly, to contest or deny the validity of, or right or title to, the Hilton Marks; or (iv) use the Hilton Marks in any manner that would diminish the value thereof or harm the reputation of Hilton or any Hilton Affiliate.

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12. Confidentiality and Personal Data 保密与个人信息

12.1. “Confidential Information” shall mean all non-public 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, and (xi) other proprietary business information. “Information” related to people or entities includes contact information such as name, title, position, address, phone numbers, and email addresses.

“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非公开信息或专有材料（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；(x) 关于管理人员，雇员，顾问和服务提供商的信息；以及 (ix) 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 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:



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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. Except as otherwise provided in this GTC or a Services Agreement, 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 (i) 属于披露方的财产。除非本一般条款和条件或服务协议另有规定，否则任何专利或其他知识产权的许可均未在本协议下授予或转让，也未通过根据本协议披露的任何机密信息授予或转让。

- 12.6. The Receiving Party shall return to the Disclosing Party all documents and materials containing any Confidential Information and destroy all remaining copies under its control on the earlier of:

接收方应于下列较早时间向披露方归还包含任何保密信息的所有文件和材料，并销毁其控制下的所有剩余副本：

- 12.6.1. Within five (5) days of a demand by the Disclosing Party; or
在披露方提出要求后五 (5) 天内；或者

- 12.6.2. the termination of this GTC or Services Agreement howsoever caused if demanded by the Disclosing Party.

披露方要求本一般条款和条件或服务协议终止之时，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



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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。

- 12.5. 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。

- 12.6. 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

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一般条款和条件的协议，并具有签署本协议的法律权力。



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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 IN THE AGREEMENT OR THE GTC, THE DISCLOSING PARTY MAKES NO OTHER WARRANTIES, AND CONFIDENTIAL INFORMATION IS PROVIDED ON AN "AS IS" BASIS.

除非协议或一般条款和条件另有说明，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 represents and warrants that (a) this GTC, the 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 or Customer Affiliate systems. For any breach of an above warranty, Customer's exclusive remedies are those described in (Term, Termination and Suspension).

FPG 声明并保证，(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或客户关联的系统。对于违反上述保证，客户的专有补救措施是（期限，终止和暂停）中所述的补救措施。

FPG represents, warrants and covenants that none of the Services or Deliverables violates or infringes upon, or will violate or infringe upon, the rights of any Person, including non-disclosure rights, privacy rights, Intellectual Property Rights and other proprietary rights and (ii) there are no existing, pending or, to the best of Provider's knowledge, threatened claims regarding any violation or infringement of such rights.

FPG 声明、保证并承诺，任何服务或交付物均未违反或侵犯，或将违反或侵犯任何人的权利，包括保密权、隐私权、知识产权和其他所有权，以及 (ii) 就提供商所知，不存在关于任何违反或侵犯此类权利的现有、未决或威胁索赔。

FPG represents, warrants and covenants that it will not use any Prohibited Open Source Code.

FPG 声明、保证并承诺其不会使用任何禁止的开源代码。

FPG represents, warrants and covenants that (i) Neither it nor any of its owners, shareholders, directors or subcontractors own, or are owned or controlled by, any Restricted Person; (ii) it will not engage in any transaction with any Restricted Person; (iii) it has implemented and will maintain during the Term procedures and operational controls that are designed to ensure its compliance with the forgoing; and (iv) if any of the foregoing representations, warranties and covenants becomes incorrect or is breached it will notify Hilton in writing immediately.

FPG 声明、保证并承诺 (i) FPG 及其任何所有者、股东、董事或分包商均不拥有任何受限人士，也不由任何受限人士拥有或控制；(ii) 不会与任何受限人士进行任何交易；(iii) 其已经实施并将在协议期限内



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维持旨在确保其遵守上述规定的程序和运营控制；和 (iv) 如果上述任何陈述、保证和契约变得不正确或被违反，应立即书面通知希尔顿。

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 相互赔偿

- 14.1. Indemnification by FPG. FPG will defend Parent and Customer and their officers, directors, agents, employees, successors and assigns (collectively, the "Indemnitees") against any claim, demand, suit or proceeding made or brought against the Indemnitees by a third-party alleging that the use of a purchased Service or use of any technology or software owned by Company 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, without admission of fault, releases Customer of all liability), and (c) give FPG reasonable assistance, at FPG expense. If FPG receives information about an infringement or misappropriation claim related to a Service or FPG Technology, FPG may at their sole discretion and at no cost to Customer (i) modify the Service of FPG Technology 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 or technology 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 将为母公司和客户及其高管、董事、代理人、雇员、继承人和受让人（统称为“受偿人”）辩护针对第三方向受偿人做出的或提出的关于诉根据本协议使用采购服务或使用公司拥有的任何技术或软件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（除非 FPG 无条件地、不承认过错、免除客户的所有责任，否则 FPG 不得解决任何针对客户的索赔）；以及 (c) 给予 FPG 一切合理的协助，费用由 FPG 承担。如果 FPG 收到关于涉及服务或 FPG 技术相关的侵权或侵占索赔的信息，FPG 可以自行决定且在客户不



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承担费用的情况下 (i) 修改 FPG 技术的服务，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 获得继续使用该服务或技术的许可，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，前提是 FPG (a) 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（除非客户无条件免除 FPG 的所有责任，否则客户不得解决针对 FPG 的任何索赔）；以及 (c) 给予客户一切合理的协助，费用由客户承担。

- 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. Except for any liability in connection with Provider's obligations under the Agreements, Provider shall not be liable for any losses or damages resulting from the loss, misdirection, corruption or erasure of data, unauthorized dissemination of data outside of Provider's control, 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).

除与提供商在协议项下的义务相关的任何责任外，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，提供商控制之外的未经授权的数据散播，无法访问互联网，或不在



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提供商或其提供商直接和单独控制范围内的情况而无法传输或接收信息，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 LIMITATIONS OF LIABILITY SET FORTH IN SECTION 15.3 AND SECTION 15. WILL NOT APPLY WITH RESPECT TO: (1) ANY BREACH BY EITHER PARTY OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENTS AND THE GTC (2) DATA PROTECTION OBLIGATIONS AND (3) DAMAGES ARISING OUT OF OR RESULTING FROM A PARTY'S WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR FRAUD.

第 15.3 条和第 15 条规定的责任限制不适用于：(1) 任何一方违反协议和 GTC 规定的保密义务；(2) 数据保护义务；以及 (3) 因一方的故意不当行为、重大过失或欺诈而产生或导致的损害。

- 15.6. 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 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. **General Provisions** **一般条款**

- 16.1. Privileged Licenses, Licenses and Permits.

特权许可、许可和许可证。

FPG will, at its expense, identify, procure and maintain all permits, certificates, approvals and licenses which may be required at any time in connection with the performance of the Services.

FPG 将自费确定、获取和维护与履行服务相关的所有许可证、证书、批准和执照。



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16.2. Relationship of the Parties
双方的关系

16.2.1. 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. Neither Party has any authority, apparent or otherwise, to contract for or on behalf of the other, or other legally bind the other 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。任何一方均无任何权力，无论是明显的还是其他的，代表另一方签订合同，或以任何方式在法律上约束另一方。

16.2.2. 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。

16.2.3. 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。

16.3. 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。

16.4. Force Majeure
不可抗力

Except for Customer payment obligations accruing under Agreement up to the date of a 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 16.4, 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



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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。

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

反海外腐败法 (FCPA) 和反洗钱

16.5.1. 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.

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。

16.5.2. 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。

16.6. Amendments

修订

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订、变更或补充服务协议条款的权利，服务协议条款只能通过由各方授权代表签署的书面文件进行修订、变更或补充。

16.7. 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.

如果协议的任何条款或部分被任何有权机构或法院裁定为无效或不可执行，该无效性或不可执行性不影响协议中其他条款或该条款部分的效力，其仍然完全有效。尽管如前所述，各方应本着善意进行协商，以达成相互满意的条款替代因被裁定为非法、无效或不可执行的条款。

16.8. Export Controls

出口管制



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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.

双方在提供和使用供应商服务时应遵守适用司法管辖区的出口法律法规。不限制前述规定，客户不得向任何位于美国政府禁运国家的个人或实体提供服务；不得向美国财政部所提供和维护的外国资产控制办公室（OFAC）特别指定国民和被封锁人员名单（SDN名单）或其他OFAC制裁名单中的个人或实体提供服务；不得与大规模杀伤性武器扩散直接或间接相关的活动。

16.9. 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.

本服务协议的所有标题、标题或章节标题仅为便于参考，不影响本服务协议的解释或构建。本服务协议中无论何处出现“包括”或“包括”的词语，应理解为“包括但不限于”或“包括但不限于”。

16.10. 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.

如果任何协议的条款或其适用于任何一方或具体情况的适用被有权的法院、仲裁人或其他有权机构宣布为无效、非法或不可执行，则协议的其余部分应在适用法律允许的范围内有效和可执行。无效条款应被适当的条款替换，以最符合各方意图的方式来代替无效或不可执行的条款，前提是各方在意识到无效性或不可执行性的情况下，为满足协议的精神和目的而达成一致。

16.11. Waiver
放弃

No failure or delay by a Party to exercise 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.

任何一方未行使本协议项下的任何权利、权力或救济，不构成对该权利、权力或救济的放弃，也不会阻止对该权利、权力或救济的进一步行使。不限制前述规定，一方对另一方违反本协议任何条款的放弃不应被视为对该或其他条款任何后续违约的放弃。



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16.12. Rights and Remedies
权利和救济

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.

本协议赋予的救济措施应为法律或衡平法可用的任何其他救济措施之外的补充。任何一方选择采取其中一项或多项救济措施，不构成放弃该方追求任何其他可用救济措施的权利。

16.13. 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.

未经对方事先书面同意，任何一方不得将其在协议下的权利、利益或义务转让给任何其他方，但供应商无需获得同意即可将其在协议下的权利、利益和义务转让给关联公司。

16.14. 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.

本协议应对本方及其各自的继任者和被允许的受让人具有约束力并对其有利。

16.15. Counterparts
副本

This GTC or any Agreement or ORF may be executed in counterparts and exchanged by facsimile or electronically scanned copy. Each such counterpart will be deemed to be an original and all such counterparts together will constitute one and the same Agreement.

本一般条款和条件或任何协议或订单可以采用副本形式，并通过传真或电子扫描副本进行交换。每一份副本均视为原件，所有这些副本共同构成一份协议。

16.16. Prevailing Language of Agreement & Notices
协议和通知的主要语言

16.16.1. 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.

本协议为英文版本，如果本协议被翻译成英文以外的任何其他语言或以其他语言签署，当翻译版本与英文版本之间有任何差异或不一致时，应以英文文本为准。

16.16.2. 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, 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.

根据协议规定，任何一方向另一方发出的通知、文件、证书或其他通信，均应使用英语（即本协议和协议中的语言）。如果该通知、文件、证书或其他通信或协议的任何部分被翻译成其他



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语言，无论在任何情况下，英文文本均优先适用，以解决任何不一致或矛盾之处。

16.17. Non-Solicitation; Non-Exclusivity; Non-Disclosure

禁止挖人；非排他性；保密

16.17.1. Non-Solicitation of Other Party's Employees and Officers. The Parties 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.

禁止挖掘对方的员工和高管。双方同意，在服务协议或ORF终止后的一（1）年内，未经对方事先书面同意，任何一方不得直接或间接雇佣与对方直接合作过或在服务协议或ORF期间担任对方高管的任何人员。

16.17.2. 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。客户承认并理解供应商向其他客户或公司提供类似的咨询服务，并同意供应商可以继续自由地提供这些服务。

16.17.3. 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.

薪酬条款的保密。客户同意，在服务协议或ORF期间以及服务协议或ORF终止之日起的二十四（24）个月内，未经供应商事先书面同意，不向任何其他个人或实体披露供应商根据协议履行而由客户支付的任何报酬的价值或形式。

16.18. Entire Agreement and Order of Precedence.

整个协议和优先顺序

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GTC与适用的服务协议或ORF共同构成双方就与服务协议或ORF主题相关的服务和内容使用达成的完整协议。它取代了双方之前或同时进行的口头或书面通信、提案、条件、声明和保证，并且优先于双方之间有关相同主题的任何报价、订单、确认书或其他通信中的任何冲突或附加条款。

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 parties agree that any term or condition stated in a pre-printed 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 ORF, (2) the applicable Services Agreement, (3) this GTC, and (4) the Documentation.

任何对本一般条款和条件的修改、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



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该等修改、修订或豁免的被执行一方签署。双方同意，在预先打印的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；（2）适用的服务协议；（3）本一般条款和条件；以及（4）文档。

17. Contracting Parties, Notices, Governing Law and Jurisdiction
合同方、通知、适用法律和管辖权

17.1. General
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.

下表定义了客户在本一般条款和条件下与供应商实体签订合同的相关方。根据客户所在地，该表规定了应向哪方发送通知、适用的法律和管辖该一般条款和条件引起的任何诉讼的法院。

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	941 W Morse Blvd, Suite 100, PMB 498, 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	3-5 rue Saint-Georges 75009 Paris	England & Wales	England & Wales
Spain	Frontline Performance Group Sociedad Limitada	Paseo de Gracia 34, Barcelona, 08007, Spain	England & Wales	England & Wales
A Country in the Middle East or Africa, Turkey, Sri Lanka, Maldives	TSA Training Services FZ- LLC	The Administrator P.O. Box 75329, Dubai, United Arab Emirates	England & Wales	England & Wales
India	FPG Technologies India Private Limited	3rd Floor, 305 and 306, A Wing, ICC Trade Tower, Senapati Bapat Road, Pune, Maharashtra, 411016	Singapore	Singapore
A Country in Asia or the Pacific region, other than Japan or China	TSA Training Services Pte. Ltd., a Singapore private limited company	5 Shenton Way, #12-01 UIC Building, Singapore 068808	Singapore	Singapore
Japan	Frontline Performance Group Japan, GK	Nihonbashi 3 Chome Square 11F, 3-9-1 Nihonbashi, Chuo-ku, Tokyo	Singapore	Singapore



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China, Hong Kong, Macau or Mongolia	TSA Consultancy Services Pte. Ltd., a Singapore private limited company	5 Shenton Way, #12-01 UIC Building, Singapore 068808	Singapore	Singapore
Australia	Frontline Performance Group Australia, Pty Limited	C/- TMF Corporate Services (Aust) Pty Limited Level 4, 99 William Street, Melbourne VIC 3000	Singapore	Singapore

17.2. 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。

17.3. 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 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。



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- 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



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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>
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, 2019. 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2019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
 - FPG supports Google Chrome, Safari, Mozilla Firefox, Microsoft Edge
FPG 支持 Google Chrome, Safari, Mozilla Firefox, Microsoft Edge
 - 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
 - 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



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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.
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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EXHIBIT C

附件 C

SERVICE PROVIDER DATA PROTECTION STANDARDS (SPDPS)

服务提供商数据保护标准

1. DEFINITIONS.

定义

- a. “Biometric Data” means Personal Information resulting from specific technical processing relating to the physical, physiological, or behavioral characteristics of an individual that allows or confirms the unique identification of that individual.
“生物特征数据”是指通过特定技术处理与个人的身体、生理或行为特征相关的个人信息，从而允许或确认该个人的唯一身份标识。
- b. “Cardholder Data” means: (i) with respect to a payment card, the account holder’s name, account number, security codes, card validation code/value, service codes (i.e., the three or four digit number on the magnetic stripe that specifies acceptance requirements and limitations for a magnetic stripe read transaction), PIN or PIN block, valid to and from dates, and magnetic stripe data; and (ii) information and data related to a payment card transaction that is identifiable with a specific account, regardless of whether or not a physical card is used in connection with such transaction.
“持卡人数据”是指：(i) 与支付卡相关的账户持有人的姓名、账号、安全码、卡验证码/数值、服务码（即磁条上的三位或四位数字，用于指定磁条读取交易的接受要求和限制）、PIN 或 PIN 块、有效期起止日期以及磁条数据；以及 (ii) 与特定账户可识别的支付卡交易相关的信息和数据，无论是否使用实体卡进行此类交易。
- c. “Data Protection Requirements” means, collectively, all laws and regulations relating to data privacy, data security, personal data, transborder data flow, and data protection that apply to Provider’s Processing of Personal Information, including without limitation, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the General Data Protection Regulation (“GDPR and Brazil’s Law No. 13.709 of August 14, 2018, General Personal Data Protection Law (as amended by Law No. 13.853 of July 8, 2019) (the “LGPD”)).
“数据保护要求”是指适用于服务提供商处理个人信息的所有相关数据隐私、数据安全、个人数据、跨境数据流动和数据保护的法律法规，包括但不限于 欧洲议会和理事会 2016 年 4 月 27 日第 2016/679 号条例《通用数据保护条例》（“GDPR”）以及巴西 2018 年 8 月 14 日法律第 13.709 号《一般个人数据保护法》（经 2019 年 7 月 8 日第 13.853 号法律修订）（“LGPD”）。
- d. “Data Safeguards” means the administrative, operational, organizational, technical, and physical safeguards described in Section 9 of these Standards, as modified in accordance with these Standards.
“数据保护措施”是指根据本标准第 9 条描述的行政、运营、组织、技术和物理保护措施，并根据本标准进行的修改。
- e. “Genetic Data” means Personal Information relating to the inherited or acquired genetic characteristics of an individual that give unique information about the physiology or the health of that individual and which result, in particular, from an analysis of a biological sample from such individual.
“基因数据”是指与个体的遗传或获得的遗传特征相关的个人信息，这些信息提供了有关该个体



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生理或健康的独特信息，特别是来自对该个体生物样本的分析。

- f. “Health Data” means Personal Information related to the physical or mental health of a natural person, including the provision of health care services, which reveal information about his or her health.

“健康数据”是指与自然人的身体或心理健康相关的个人信息，包括提供医疗保健服务的信息，这些信息揭示了他/她的健康状况。

- g. “Malware” means computer software, code, or instructions that: (a) adversely affect the operation, security, availability, or integrity of a computing, telecommunications, or other digital operating or processing system or environment, including without limitation, other programs, data, databases, computer libraries, and computer and communications equipment, by altering, destroying, disrupting, or inhibiting such operation, security, or integrity; (b) self-replicate without manual intervention where such self-replication lacks functional purpose; (c) purport to perform a useful function but which actually perform either a destructive, harmful, or unauthorized function, or perform no useful function and utilize substantial computer, telecommunications, or memory resources; or (d) without authorization, collect and/or transmit to third parties any information or data, including such software, code, or instructions commonly known as viruses, Trojans, logic bombs, worms, and spyware.

“恶意软件”是指计算机软件、代码或指令，具有以下特征：（a）对计算机、电信或其他数字操作或处理系统或环境的运行、安全、可用性或完整性产生不利影响，包括但不限于改变、破坏、破坏或阻碍该运行、安全或完整性的其他程序、数据、数据库、计算机库以及计算机和通信设备；（b）在没有人工干预的情况下可自我复制，其自我复制缺乏功能目的；（c）声称执行有用功能，但实际执行破坏性、有害或未经授权的功能，或不执行有用功能并利用大量计算机、电信或内存资源；或（d）未经授权，收集和/或向第三方传输任何信息或数据，包括通常被称为病毒、木马、逻辑炸弹、蠕虫和间谍软件的软件、代码或指令。

- h. “Personal Information” means any information (i) that can be used (alone or in combination with other information within Provider’s control) to identify, locate, or contact a specific individual, or (ii) related to an identified or identifiable individual. By way of illustration, and not of limitation, Personal Information consists of obviously personally identifiable data elements, such as name, address, and email address as well as less obvious information such as an individual’s personal preferences, hotel stay-related information, guest account information, location data, and online identifiers. Personal Information also includes (without limitation) factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of an individual. Personal Information may pertain to customers, employees, or others. Personal Information can be in any media or format, including computerized or electronic records as well as paper-based files, including all copies, fragments, and excerpts, whether or not such Personal Information has been intermingled with other information or materials. For purposes of these Standards, Personal Information only includes information: (i) provided to Provider by or on behalf of Hilton; or (ii) obtained, used, accessed, possessed, or otherwise Processed by Provider in connection with the provision of the Services.

“个人信息”是指任何信息：（i）可单独或服务提供商控制范围内的其他信息结合使用，以识别、定位或联系特定个人；或（ii）与已确定或可识别个人有关。举例而不限，个人信息包括显然可识别个人的数据元素，如姓名、地址和电子邮件地址，以及不太明显的信息，如个人偏好、酒店住宿相关信息、客户账户信息、位置数据和在线标识符。个人信息还包括（但不限于）与个人的身体、生理、遗传、心理、经济、文化或社会身份相关的因素。个人信息可能涉及客户、员工或其他人。个人信息可以存在于任何媒体或格式中，包括计算机化或电子记录以及纸质文件。其中包括所有副本、片段和摘录，无论该个人信息是否已与其他信息或材料混合。根据这些标准的目的是，个人信息仅包括以下信息：（i）由希尔顿或代表希尔顿向服务提供商提供的信



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息；或 (ii) 由服务提供商在提供服务的过程中获得、使用、访问、拥有或以其他方式处理的信息。

- i. “PCI Standards” means the data security standards for the protection of payment card information with which the payment card companies collectively or individually require merchants to comply, including, but not limited to, the Payment Card Industry Data Security Standards currently in effect and as modified during the term of the Agreement.

“PCI标准”是指支付卡公司集体或个别要求商户遵守的用于保护支付卡信息的数据安全标准，包括但不限于当前有效的以及在协议期间进行修改的支付卡行业数据安全标准。

- j. “Process” means any operation or set of operations performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“处理”是指对个人信息进行的任何操作或一系列操作，无论是否采用自动方式，包括收集、记录、组织、构建、存储、调整或更改、检索、查询、使用、通过传输披露、传播或以其他方式提供、对齐或组合、限制、删除或销毁等。

- k. “Provider Processing Record” means a written record of all categories of Processing carried out in connection with the Services, which contains the following: (i) the name and contact details of Provider and any Subcontractors and, where applicable, the name and contact details of Provider’s data protection officer; (ii) the categories of Processing performed by the Provider for Hilton; (iii) the list of countries, if any, to which the Provider transfers Personal Data; and (iv) a description of the Provider’s Data Safeguards.

“提供商处理记录”是指与服务相关的所有处理类别的书面记录，其中包括以下内容：(i) 提供商及其任何分包商的名称和联系方式，如适用，还包括提供商的数据保护主管的姓名和联系方式；(ii) 提供商为希尔顿执行的处理类别；(iii) 如有，提供商转移个人数据的国家列表；以及 (iv) 提供商的数据保护措施的描述。

- l. “Security Breach” means (i) any circumstance pursuant to which applicable Data Protection Requirements require action in response to such circumstance, including but not limited to, notification of such breach to be given to affected parties, a regulator, or data protection authority; or (ii) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a manner that either does or could reasonably be expected to permit unauthorized Processing, use, disclosure, acquisition of, or access to any Personal Information. “Physical Security” means physical security at any location housing systems maintained by Provider or its agents or Subcontractors in connection with the Services or in the course of physical transportation of assets or physical media used by Provider or its agents or Subcontractors in performing the Services. “Systems Security” means security of computer, electronic, or telecommunications systems of any variety (including databases, hardware, software, storage, switching, and interconnection devices and mechanisms); security of networks of which such systems are a part or with which such systems communicate; and security of networks used directly or indirectly by Provider or its agents, or Subcontractors in connection with the Services.

“安全漏洞”是指 (i) 适用的数据保护要求要求针对该情况采取行动的任何情况，包括但不限于向受影响方、监管机构或数据保护机构通报此类违规行为；或 (ii) 任何实际的、企图的、涉嫌的、威胁的或合理预见到的情况，以一种实际上或可以合理预期地威胁到物理安全或系统安全（如下所定义）的方式，从而实际上或可以合理预期地允许未经授权的处理、使用、披露、获取或访问任何个人信息。“物理安全”是指提供商或其代理商或分包商在执行服务时所使用的系统



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所在的任何位置的物理安全，或者与服务相关的资产的物理运输过程中的物理安全。“系统安全”是指任何类型的计算机、电子或电信系统的安全（包括数据库、硬件、软件、存储、交换和连接设备和机制）；此类系统是其一部分或与之通信的网络的安全性；以及提供商或其代理商或分包商直接或间接使用与服务有关的网络的安全性。

- m. “Sensitive Personal Information” is Personal Information which due to its nature has been classified by applicable Data Protection Requirements as deserving additional privacy and security protections, including (without limitation): (i) an individual's name in combination with the individual's: (A) Social Security number, Taxpayer Identification Number, information contained in a passport or other travel document, driver's license number, or other identification number issued by a government or public body or (B) financial account number; (ii) an individual's username which, in combination with a password, PIN, or access code would grant access to an online account; (iii) Cardholder Data; (iv) data about racial or ethnic origin; (v) data about political opinions, religious or philosophical beliefs, or trade union membership; (vi) Genetic Data; (vii) Biometric Data; (viii) Health Data; and (ix) data concerning a natural person's sex life or sexual orientation.

“敏感个人信息”是根据适用的数据保护要求的性质被分类为需要额外隐私和安全保护的个人信息，包括但不限于：(i) 个人姓名与个人姓名的组合：(A) 社会保障号码、纳税人识别号、护照或其他旅行文件中的信息、驾驶执照号码或政府或公共机构颁发的其他身份证件号码，或者 (B) 金融账户号码；(ii) 该用户名与密码、PIN码或访问代码相结合将允许访问在线帐户；(iii) 持卡人数据；(iv) 关于种族或民族起源的数据；(v) 关于政治观点、宗教或哲学信仰或工会成员的数据；(vi) 遗传数据；(vii) 生物特征数据；(viii) 健康数据；以及 (ix) 关于自然人的性生活或性取向的数据。

- n. “Services” means the goods and services provided by Provider to Hilton, or through Hilton for the benefit of its franchisees, as further described in the Agreement.

“服务”指提供商向希尔顿提供的商品和服务，或通过希尔顿为其特许经营商提供的商品和服务，具体描述详见协议。

- o. “Subcontractor” means an entity, including any Provider affiliate, engaged by Provider to perform Services for Provider that involve the Processing of Personal Information.

“分包商”是指由提供商雇佣以代表其执行涉及个人信息处理服务的实体，包括任何提供商的附属公司。

2. SUBJECT MATTER AND DURATION OF PROCESSING; TYPE AND NATURE OF PERSONAL INFORMATION.

处理的主题和持续时间；个人信息的类型和性质

Provider will Process Personal Information in connection with the Services described in the Agreement and during the term of such Agreement, subject to compliance with the Data Protection Requirements and the Agreement. The type of Personal Information Processed by Provider is described in the Agreement. The Processing may involve Personal Information of employees of Hilton, customers and guests of Hilton, and business contact information of Hilton corporate customers, suppliers, and other business partners, as further described in the Agreement.

提供商将在遵守数据保护要求和本协议的前提下，在协议有效期内处理与协议所述服务相关的个人信息。提供商处理的个人信息类型在协议中有说明。处理可能涉及希尔顿员工、希尔顿客户和客人的个人信息，以及希尔顿公司客户、供应商和其他商业合作伙伴的商业联系信息，更多细节详见协议。

3. NATURE AND PURPOSE OF THE PROCESSING; OWNERSHIP OF PERSONAL INFORMATION.



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处理的性质和目的；个人信息的所有权

Hilton will have the exclusive right to determine the purposes for which the Personal Information is Processed. Provider will Process Personal Information for the sole purpose of providing the Services in accordance with the Agreement. At no time will Provider acquire any ownership, license, rights, or other interest in or to the Personal Information. As between Hilton and Provider, Personal Information will remain the proprietary information of Hilton at all times and Hilton shall be the “Controller” and Provider shall be the “Processor,” as such terms are defined in the GDPR and LGPD.

希尔顿将拥有决定处理个人信息目的的专属权利。提供商将仅为履行协议约定的目的处理个人信息。提供商在任何情况下都不会取得个人信息的所有权、许可权、权利或其他利益。就希尔顿和提供商而言，个人信息将始终是希尔顿的专有信息，并且希尔顿将是“数据控制者”，提供商将是“处理者”，如欧洲数据保护条例（GDPR）和巴西个人数据保护一般法规（LGPD）中所定义的那样。

4. USE AND PROCESSING OF PERSONAL INFORMATION 个人信息的使用和处理

Provider will Process the Personal Information only on behalf of Hilton and only as specifically instructed by Hilton in writing, including with regard to transfers of Personal Information to a third country or an international organization, unless required to do so by Data Protection Requirements to which Provider is subject; in such a case, Provider shall inform Hilton of that legal requirement before Processing, unless such Data Protection Requirement prohibits such information on important grounds of public interest. Hilton hereby instructs Provider to Process the Personal Information solely as necessary to provide the Services under the Agreement and subject to compliance with the Agreement, these Standards and the Data Protection Requirements. In no event may Provider: (a) use Personal Information to market its services or those of an affiliate or third party; (b) sell or rent Personal Information; or (c) otherwise Process any Personal Information for Provider’s, its affiliates’, or any third party’s own purposes. Provider shall immediately inform Hilton if, in its opinion, an instruction infringes any Data Protection Requirements.

提供商仅代表希尔顿处理个人信息，且仅按照希尔顿的书面指示处理，包括向第三国或国际组织转移个人信息，除非提供商根据适用的数据保护要求有义务；在这种情况下，提供商应在处理之前通知希尔顿该法定要求，除非该数据保护要求以重大公共利益为重要理由禁止提供此类信息。希尔顿特此指示提供商仅在提供协议下的服务所必需的范围内处理个人信息，并遵守协议、本标准和数据保护要求的规定。在任何情况下，提供商不得：(a) 使用个人信息营销其服务或附属公司或第三方的服务；(b) 出售或出租个人信息；或 (c) 为提供商、其附属公司或任何第三方自身目的处理任何个人信息。如果提供商认为某项指示违反了任何数据保护要求，提供商应立即通知希尔顿。

5. USE OF SUBCONTRACTORS 分包商的使用

Where Provider engages a Subcontractor for carrying out specific Processing activities on behalf of Hilton, Provider shall impose on the Subcontractor the same data protection obligations as set out herein between Hilton and Provider. These obligations shall be imposed by way of a contract or other legal act under applicable Data Protection Requirements and shall require the Subcontractor to provide sufficient guarantees that it will implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of applicable Data Protection Requirements. Provider will remain at all times accountable and responsible for compliance with these Standards by its Subcontractors.

当提供商代表希尔顿执行特定的处理活动时，若提供商与分包商合作，提供商必须向分包商强加与希尔顿之间在此协议中所规定的相同数据保护义务。这些义务应通过合同或适用的数据保护法律行为的方式进行强制，并要求分包商提供足够的保证，表明其将采取适当的技术和组织措施进行处理，以满足适用的数据保护要求。提供商始终对其分包商遵守这些标准负有责任和负责。



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6. DISCLOSURE OF PERSONAL INFORMATION
个人信息的披露

Provider will hold the Personal Information in confidence in accordance with the Data Protection Requirements, these Standards, and the Agreement. Provider will not disclose Personal Information to any of its affiliates or to any third party (including, without limitation, any Subcontractors) except as necessary to provide the Services. Prior to disclosing any Personal Information to any Subcontractor or other third party, Provider will have in place with such Subcontractor or other third party a written agreement that includes obligations that are at least as restrictive as those in these Standards. Provider further agrees, upon Hilton's request, to provide a list of all affiliates and third parties to which Provider has disclosed Personal Information. Provider will remain at all times accountable and responsible for compliance with these Standards by Provider, Provider's affiliates, and third parties to whom Provider discloses any Personal Information. Provider will ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information and have executed written confidentiality agreements (or are under an appropriate statutory obligation of confidentiality). Provider will ensure that such confidentiality obligations survive any termination of employment of such personnel.

提供商将根据数据保护要求、此标准和协议对个人信息保密。除了提供服务所必需的情况外，提供商不得向任何关联公司或第三方（包括但不限于任何分包商）披露个人信息。在向任何分包商或第三方披露个人信息之前，提供商必须与其签订书面协议，其中包含至少与此标准中规定的要求一样严格的义务。提供商还同意，在希尔顿的要求下，提供已披露个人信息的所有关联公司和第三方的列表。提供商始终对提供商、提供商的关联公司和提供商向其披露任何个人信息的第三方遵守这些标准负有责任和负责。提供商必须确保其从事个人信息处理的人员了解个人信息的机密性质，并已签署书面保密协议（或受到适当的法定保密义务的约束）。提供商必须确保此类保密义务在此类人员的雇佣终止后仍然有效。

7. DISCLOSURE UNDER LEGAL PROCESS
法律程序下的披露

If Provider is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Personal Information to a third party, Provider will not disclose the Personal Information without complying with applicable laws. Unless prohibited by applicable law, Provider will provide Hilton with written notice of any request or requirement to disclose Personal Information to a third party no more than seventy-two (72) hours after receiving the request but in any event prior to making any disclosure so that Hilton may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure. Notwithstanding the foregoing, Provider will exercise commercially reasonable efforts to prevent or limit any disclosure of Personal Information and to preserve the confidentiality of Personal Information including, without limitation, by cooperating with Hilton to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to any Personal Information that the Provider is required to disclose.

如果提供商被要求或根据法律程序（包括口头询问、质询、法律诉讼中的信息或文件请求、传票、民事调查要求或其他类似程序）需要向第三方披露任何个人信息，提供商在不违反适用法律的情况下不得披露个人信息。除非适用法律禁止，否则提供商将在接到请求后的七十二（72）小时内，在任何情况下，但在进行任何披露之前，向希尔顿提供书面通知，以便希尔顿自担费用，行使其根据法律可能拥有的权利，以防止或限制此类披露。尽管有上述规定，提供商将在商业上尽合理努力防止或限制任何个人信息的披露，并保护个人信息的机密性，包括但不限于，与希尔顿酒店合作，以获得适当的保护令或其他可靠的保证，即提供商需要披露的任何个人信息都将得到保密处理。

8. CROSS-BORDER TRANSFERS OF PERSONAL INFORMATION
个人信息的跨境转移

As provided in Section 4, Provider may only transfer Personal Information from one country to another upon the prior written consent of Hilton and in compliance with Data Protection Requirements. At Hilton's discretion,



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Provider will require any of its agents and/or Subcontractors to enter into a data processing agreement with Hilton that incorporates the Standards and any necessary contract terms related to cross-border data transfers. Should the agent and/or Subcontractor not agree to the data processing agreement, Provider may not use that agent or Subcontractor and must engage in a Subcontractor Change. Such change will be governed by Section 5(b) of these Standards.

根据第4条的规定，提供商只能在希尔顿的事先书面同意和符合数据保护要求的情况下，将个人信息从一个国家转移到另一个国家。在希尔顿的自行决定下，提供商将要求其任何代理商和/或分包商与希尔顿签订包含标准和与跨境数据转移相关的必要合同条款的数据处理协议。如果代理商和/或分包商不同意数据处理协议，提供商将不能使用该代理商或分包商，并且必须进行分包商更改。此类更改将受到本标准第5(b)条的约束。

- a. If the Provider will obtain or have access to Personal Information originating from the European Economic Area (“EEA”), UK, or Switzerland, the following applies:

如果提供商将获取或访问源自欧洲经济区（“EEA”）、英国或瑞士的个人信息，适用以下规定：

- i. If Provider will store Personal Information originating from the UK outside of the UK or EEA, Provider agrees to the UK Addendum to the European Commission Standard Contractual Clauses (SCCs) between controllers and processors. The SCCs and UK Addendum are incorporated by reference into these Standards, as further discussed in Section 8(b);

如果提供商将源自英国的个人信息，存储在英国以外或EEA之外，提供商同意采纳控制者和处理者之间的《欧洲委员会标准合同条款（SCCs）》的英国附录。这些SCCs和英国附录已作为参考文件纳入本标准中，详见第8(b)条的进一步讨论；

- ii. If Provider will store Personal Information originating from within the EEA or Switzerland outside of the EEA or Switzerland, Provider agrees to the European Commission Standard Contractual Clauses (SCCs) between controllers and processors. The SCCs are incorporated by reference into these Standards, as further discussed in Section 8(b).

如果提供商将源自EEA或瑞士的个人信息，存储在EEA或瑞士之外，提供商同意采纳控制者和处理者之间的《欧洲委员会标准合同条款（SCCs）》。这些SCCs已作为参考文件纳入本标准中，详见第8(b)条的进一步讨论。

- b. When Section 8(a) applies, the SCCs for transfers between controllers and processors (Module two) are incorporated by reference (the SCCs can be found). Hilton and Provider agree to the SCCs as follows:

当第8(a)条适用时，涉及控制者和处理者之间转移的SCCs（第二模块）将作为参考文件纳入（SCCs可以找到）。希尔顿和提供同意SCCs如下：

- i. Hilton is the controller/data exporter. Provider is processor/data importer.

希尔顿是控制者/数据输出方，提供商是处理者/数据输入方。

- ii. Pursuant to Clause 6 (Details of the transfer) of the SCCs, Hilton and the Provider agree that the details of the transfer are described in the Agreement and Sections 2-4 of these Standards. The details of the transfer form Annex 1.B of the SCCs.

根据SCCs的第6条（转移的细节），希尔顿和提供商同意转移的细节已在协议和本标准的第2-4条中描述。转移的细节形成SCCs的附件1.B。

- iii. Hilton and Provider agree to incorporate Clause 7 (Docking clause) of the SCCs.

希尔顿和提供商同意纳入SCCs的第7条（对接条款）。



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- iv. Pursuant to Clause 8 (Obligations of the parties) of the SCCs, Provider as the data importer agrees that it has implemented the technical and organizational security measures specified in Section 9 of these Standards (the Data Safeguards). The Data Safeguards constitute the technical and organizational security standards that form Annex II of the SCCs
根据SCCs的第8条（各方的义务），作为数据输入方的提供商同意已实施本标准第9条（数据保护措施）中指定的技术和组织安全措施。数据保障措施构成SCCs附件II中的技术和组织安全标准。
- v. Hilton and Provider agree to incorporate Clause 9(a) Option 2 (General Written Authorization) of the SCCs.
希尔顿和提供商同意纳入SCCs的第9条(a)第2项（一般书面授权）。
- vi. Hilton and Provider agree that the following language applies to Clause 13(a) (Supervision) of the SCCs: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.
希尔顿和提供商同意以下语言适用于 SCCs 的第13条(a)（监管）：在附件I.C中指定的符合《2016/679号欧盟条例》第 27(1)条定义的代表机构所在的成员国的监管机构将作为主管监管机构。
- vii. Hilton and Provider agree that Clause 17 (Governing Law) Option 1 of the SCCs shall apply. These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland except when the UK Addendum applies, in which case the parties agree that this shall be the laws of England and Wales.
希尔顿和提供商同意 SCCs 的第 17 条（适用法律）选项 1 适用。这些条款将受到一个欧盟成员国法律的管辖，前提是法律允许第三方受益人权利。各方同意这将是爱尔兰的法律，除非适用英国附录，在这种情况下，各方同意这将是英格兰和威尔士的法律。
- viii. Pursuant to Clause 18 (Choice of forum and jurisdiction) of the SCCs, any dispute arising from these Clauses shall be resolved by the courts of Ireland, except when the UK Addendum applies, in which case the parties agree that any dispute arising from these Clauses shall be resolved by the courts of England and Wales.
根据 SCCs 的第 18 条法院和司法管辖权的选择），对于由这些条款引起的任何争议，应由爱尔兰的法院解决，除非适用英国附录，在这种情况下，各方同意任何由这些条款引起的争议应由英格兰和威尔士的法院解决。
- ix. Pursuant to Annex I. A (List of parties) of the SCCs, the Data Exporter party shall be: Hilton 7930 Jones Branch Drive McLean, Virginia 22101 U.S.A. Data Protection Officer DataProtectionOffice@hilton.com Activities relevant to the data transferred under these Clauses: The data exporter engages with the data importer to process data in accordance with the parties' data processing agreement. Role: Controller
根据 SCCs 的附件 I. A（各方列表），数据输出方将为：Hilton 7930 Jones Branch Drive McLean, Virginia 22101 U.S.A. 数据保护官
DataProtectionOffice@hilton.com 根据这些条款转移的数据相关活动：数据输出方与数据输入方进行合作，根据各方的数据处理协议处理数据。角色：控制者
- x. Pursuant to Annex I.A (list of parties) of the SCCs, Provider shall provide Hilton with the Data Importer party information.
根据 SCCs 的附件 I.A（各方列表），提供商应向希尔顿提供数据输入方的信息。



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- xi. Pursuant to Annex I.C (Competent Supervisory Authority) and in accordance with Clause 13 (Supervision) of the SCCs, the Competent Supervisory Authority is the Dutch Data Protection Authority, except when the UK Addendum applies, in which case the Competent Supervisory Authority is the UK's Information Commissioner's Office.

根据 SCCs 的附件 I.C (主管监管机构) 和第13条 (监管), 主管监管机构是荷兰的数据保护当局, 除非适用英国附录, 在这种情况下, 主管监管机构是英国的信息专员办公室。

- xii. Pursuant to Annex III. (List of Sub-Processors) of the SCCs, Provider shall provide Hilton with the list of sub-processors, when applicable.

根据 SCCs 的附件 III (子处理者列表), 提供商应在适用时向希尔顿提供子处理者列表。

- xiii. Hilton and Provider agree that by signing the Agreement they are also signing the SCCs, and if relevant, the UK Addendum, as incorporated by reference and completed in accordance with this Section 8(b).

希尔顿和提供商同意, 通过签署协议, 他们也同时签署了SCCs, 如适用, 以及根据本第 8(b) 条引用并按照本条款完成的英国附录。

- c. Should a court with applicable jurisdiction invalidate the use of the SCCs as a mechanism by which to transfer Personal Information, Hilton and Provider agree to promptly implement contractual language and/or technical changes to ensure that transfers of Personal Information are lawful.

如果具有适用司法管辖权的法院废止了将SCCs作为合法转移个人信息机制的使用, 希尔顿和提供商同意立即实施合同语言和/或技术变更, 以确保个人信息的转移是合法的。

- d. Should countries other than those in the EEA, UK, and Switzerland adopt cross-border data transfer clauses similar to the SCCs, Hilton and Provider agree to execute such clauses when necessary.

如果除EEA、英国和瑞士之外的国家采用了与SCCs类似的跨境数据转移条款, 希尔顿和提供商同意在必要时执行这些条款。

9. DATA SAFEGUARDS

数据安全保障

- a. Provider will adopt, implement, and maintain appropriate security procedures and practices to prevent the unauthorized access, acquisition, destruction, modification, use, or disclosure of Personal Information. Such procedures and practices will be compliant, at a minimum, with the Agreement, these Standards, and the Data Protection Requirements. All such procedures and practices will take into account the nature of the Personal Information and the commensurate risks associated with such Personal Information.

提供商将采取、实施和维护适当的安全程序和实践, 以防止未经授权访问、获取、销毁、修改、使用或披露个人信息。此类程序和实践至少要符合协议、这些标准和数据保护要求。所有这些程序和实践将考虑个人信息的性质以及与该个人信息相关的风险。

- b. Consistent with the foregoing, Provider agrees:

符合上述要求, 提供商同意:

- i. to adopt, implement, maintain, and monitor a written information security program that contains administrative, technical, and physical safeguards to (A) prevent the unauthorized access, acquisition, destruction, modification, use, or disclosure of



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Personal Information; (B) ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and Services; and (C) ensure the ability to restore the availability of and access to Personal Information in a timely manner in the event of a physical or technical incident;

采取、实施、维护和监控一份书面信息安全计划，其中包含行政、技术和物理保障，用于 (A) 防止未经授权访问、获取、销毁、修改、使用或披露个人信息；(B) 确保处理系统和服务的持续机密性、完整性、可用性和弹性；以及 (C) 确保在发生物理或技术事故时及时恢复个人信息的可用性和访问权限；

- ii. to conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of electronic, paper, and other records containing Personal Information and evaluate and improve, where necessary, the effectiveness of its safeguards for limiting those internal and external risks;
定期进行风险评估，以识别和评估对包含个人信息的电子、纸质和其他记录的安全性、保密性和完整性可能合理预见的内部和外部风险，并根据需要评估和改进其限制这些内部和外部风险的保障措施的有效性；
- iii. to take reasonable steps to ensure the trustworthiness of all Provider employees, agents and Subcontractors who will be provided with access to Personal Information;
采取合理措施，确保所有将获得个人信息访问权限的提供商员工、代理商和子承包商的可信度；
- iv. to ensure that its information security program includes industry standard password, firewall, operating system, anti-virus, and Malware protections to protect Personal Information stored or otherwise handled on computer systems;
确保其信息安全计划包括行业标准的密码、防火墙、操作系统、防病毒和恶意软件保护，以保护存储或以其他方式处理计算机系统上的个人信息；
- v. to encrypt, using industry standard encryption tools, all records and files (A) containing Personal Information that Provider transmits or sends wirelessly or across public networks; and (B) containing Sensitive Personal Information that Provider: (1) stores on laptops or storage media; (2) stores on portable devices; and (3) stores on any device that is transported outside of the physical or logical access controls of Provider; and to safeguard the security, confidentiality, and integrity of all encryption keys associated with encrypted Personal Information;
使用行业标准的加密工具 (A) 对传输或通过公共网络发送的包含个人信息的所有记录和文件进行加密，并对 (B) 包含敏感个人信息的记录和文件进行加密，其中提供商：
(1) 存储在笔记本电脑或存储介质上；(2) 存储在便携设备上；以及 (3) 存储在离开提供商物理或逻辑访问控制范围之外的任何设备上，并保护与加密个人信息相关的所有加密密钥的安全、保密性和完整性；
- vi. to maintain an incident response program that specifies the actions to be taken by Provider when it has reason to believe that a Security Breach may have or has occurred;
维护事件响应计划，规定提供商在有理由相信发生安全漏洞可能或已经发生时应采取的措施；
- vii. to implement such additional security measures as may be required under the Data Protection Requirements or specified in the Agreement.
根据数据保护要求或协议中指定的要求，实施额外的安全措施；



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viii. to comply with the PCI Standards with respect to Cardholder Data if the Provider Processes Cardholder Data in connection with the Services. Consistent with Provider's obligations as set forth in the Agreement, Provider acknowledges its responsibility for the protection and security of Cardholder Data in connection with the performance of the Services. Provider further represents and warrants that it will not take any actions that will compromise Hilton's ability to comply with the PCI Standards. 如提供商在服务过程中处理持卡人数据，将应遵守与持卡人数据相关的 PCI 标准。与提供商在本协议中规定的义务一致，提供商承认对于在提供服务过程中与持卡人数据的保护和安全的责任。提供商进一步声明和保证不会采取任何会影响希尔顿遵守 PCI 标准的行动；

ix. where Provider, directly, or through any of its agents or Subcontractors, connects to Hilton's computing systems and/or networks, that: (A) all Provider interconnectivity to Hilton's computing systems and/or networks and all attempts at same will only occur through Hilton's security gateways/firewalls; (B) Provider will not access, and will not permit any other person or entity to access, Hilton's computing systems and/or networks without Hilton's authorization; (C) if Hilton grants Provider permission to access its computing systems and/or networks, Provider will only access Hilton's computing systems and/or networks as authorized; and (D) Provider's systems connecting to Hilton's systems or networks, and those Provider systems which, if compromised, could affect the security, confidentiality, integrity, or availability of Hilton's computing systems or networks, will be actively protected by an industry standard Malware detection/scanning program with up-to-date anti-virus definitions, prior to and while accessing any of Hilton's computing systems and/or networks. Provider agrees that Hilton may perform periodic assessments of Provider's network. Should any assessment of Provider's network reveal inadequate security by Provider or its agents or Subcontractors, Hilton, in addition to other remedies it may have, may suspend Provider's, its agents' or Subcontractors' access to Hilton's computing systems and/or networks until such security issue has been resolved to the satisfaction of Hilton.

如提供商直接或通过其任何代理商或子承包商连接到希尔顿的计算系统和/或网络，

(A) 所有提供商与希尔顿的计算系统和/或网络的互连性以及所有尝试互连性的操作仅通过希尔顿的安全网关/防火墙进行；(B) 未经希尔顿授权，提供商将不得访问，也不得允许任何其他个人或实体访问希尔顿的计算系统和/或网络；(C) 如果希尔顿允许提供商访问其计算系统和/或网络，提供商将仅按照授权进行访问；(D) 在访问希尔顿的任何计算系统和/或网络之前和同时，与希尔顿系统或网络连接的提供商系统，如果受到威胁可能影响希尔顿计算系统或网络的安全性、机密性、完整性或可用性的提供商系统，将受到行业标准恶意软件检测/扫描程序的积极保护，该程序具有最新的防病毒定义。提供商同意，希尔顿可以对提供商的网络进行定期评估。如果对提供商的网络评估显示提供商或其代理商或子承包商的安全性不足，希尔顿除了可能采取的其他补救措施外，还可以暂停提供商、其代理商或子承包商访问希尔顿的计算系统和/或网络，直到该安全问题得到希尔顿满意的解决为止。

c. Provider agrees that: (i) its employees and agents will be required, as a condition of employment or retention, to protect all Personal Information in Provider's possession or otherwise acquired by or accessible to Provider; (ii) its employees and agents who will be provided access to, or otherwise come into contact with, Personal Information, will receive appropriate training relating to the protection of Personal Information; (iii) it will maintain appropriate access controls, including, but not limited to, limiting access to Personal Information to the minimum number of Provider employees and agents who require such access for purposes of providing goods and/or services to Hilton; and (iv) it will impose



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appropriate disciplinary measures for violations of its information security policies and procedures.

提供商同意：(i) 作为就业或聘用条件，其员工和代理人将被要求保护提供商所持有或以其他方式获取或可访问的所有个人信息；(ii) 其将为获得访问或以其他方式接触个人信息的员工和代理人提供与保护个人信息相关的适当培训；(iii) 其将维护适当的访问控制，包括但不限于，将访问个人信息的提供商员工和代理人限制在为向希尔顿提供商品和/或服务而需要此类访问的最小数量；(iv) 其将对违反其信息安全政策和程序的行为采取适当的纪律措施。

- d. If Provider disposes of any paper or electronic record containing Personal Information, Provider will do so in an appropriate manner based on the sensitivity of the information in order to prevent unauthorized access to such information in connection with its disposal. Upon request, Provider will be required to certify to Hilton that all forms of Personal Information disposed of have been destroyed in accordance with these Standards. If Provider cannot so certify, Provider shall provide a written explanation for its inability to certify that it complied with this disposal requirement.

如果提供商处置任何包含个人信息的纸质或电子记录，提供商将根据信息的敏感性以适当的方式进行处置，以防止未经授权的访问该信息。根据要求，提供商将被要求向希尔顿证明已根据这些标准销毁了所有形式的个人信息。如果提供商无法作出这样的证明，提供商应书面解释其无法证明其遵守此处置要求的原因。

- e. Provider shall review and, as appropriate, revise the Data Safeguards: (i) at least annually or whenever there is a material change in Provider's business practices that may reasonably affect the security, confidentiality, or integrity of Personal Information; (ii) in accordance with prevailing industry practices; (iii) in accordance with any new, amended, or re-interpreted Data Protection Requirements, and (iv) as reasonably requested by Hilton. Provider agrees not to alter or modify its Data Safeguards in such a way that will weaken or compromise the security, confidentiality, or integrity of Personal Information.

提供商将审查并在适当的情况下修改数据安全措施：(i) 至少每年一次，或者在提供商的业务实践中有可能合理影响个人信息的安全性、保密性或完整性的实质性变化时；(ii) 按照当前行业惯例；(iii) 按照任何新的、修改的或重新解释的数据保护要求，以及(iv) 根据希尔顿的合理要求。提供商同意不会以削弱或危害个人信息的安全性、保密性或完整性的方式修改其数据安全措施。

10. SECURITY BREACHES 安全漏洞

Provider agrees to notify Hilton at ISC@Hilton.com immediately upon becoming aware of a Security Breach, including the presence of Malware, if possible. If Provider is not able to notify Hilton immediately upon becoming aware of a Security Breach, including the presence of Malware, Provider will notify Hilton within seventy-two (72) hours of becoming aware of a Security Breach. After providing such notice, Provider will (i) promptly investigate the Security Breach, including by conducting a root cause analysis, and report its findings to Hilton, (ii) provide Hilton with a remediation plan, approved by Hilton in its sole discretion, to address the Security Breach and prevent any further incidents; (iii) remediate such Security Breach in accordance with the Hilton-approved remediation plan; (iv) conduct a forensic investigation to determine what systems, data, and information were affected by the Security Breach; (v) cooperate with Hilton as Hilton executes its security incident response plan and otherwise investigates the Security Breach; (vi) abide by any requests by Hilton for Provider to cooperate with any law enforcement or regulatory officials, credit reporting companies, or credit card associations investigating such Security Breach, and (vii) keep Hilton advised of the status of such Security Breach and all matters related thereto. Provider further agrees to provide all reasonable assistance requested by Hilton and/or Hilton's designated representatives in the furtherance of any investigation, correction, and/or remediation by Hilton of any such Security Breach and shall reimburse Hilton upon Hilton's demand for all reasonable Security Breach Related Costs incurred by Hilton arising out of or in connection



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with any such Security Breach. If a notification to an individual is required under any Data Protection Requirement or pursuant to any Hilton privacy or security policies, then notifications to all individuals who are affected by the same event (as reasonably determined by Hilton) shall be considered legally required. Security Breach Related Costs shall include Hilton's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (i) the preparation and mailing or other transmission of legally required notifications; (ii) the preparation and mailing or other transmission of such other communications to affected individuals, agents, or others as Hilton deems reasonably appropriate; (iii) the establishment of a call center for up to twelve (12) months or such longer period as may be required pursuant to applicable Data Protection Requirements or is reasonable under the circumstances; (iv) the establishment of communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points, and training); (v) fees for public relations and other similar crisis management services; (vi) legal, forensics, and accounting fees and expenses associated with Hilton's investigation of and response to such Security Breach or presence of Malware; and (vii) costs for commercially reasonable credit reporting, credit watch, identity protection, identity remediation, and similar services that are associated with legally required notifications or are advisable under the circumstances for up to twelve (12) months or such longer period as may be required pursuant to applicable Data Protection Requirements or is reasonable under the circumstances. Unless otherwise required by applicable Data Protection Requirements, Hilton shall make the final decision on notifying Hilton's employees, guests, service providers, regulatory authorities and/or the general public of such Security Breach, and the implementation of the remediation plan.

提供商同意在发现安全漏洞时（包括恶意软件的存在）尽可能立即通过 ISC@Hilton.com 电子邮件地址通知希尔顿。如果提供商在发现安全漏洞后（包括恶意软件的存在）无法立即通知希尔顿，提供商将在发现安全漏洞后的72小时内通知希尔顿。在发出此类通知后，提供商将会：(i) 迅速调查安全漏洞，包括进行根本原因分析，并向希尔顿报告调查结果；(ii) 向希尔顿提供补救计划，由希尔顿自行决定批准，以解决安全漏洞并预防任何进一步事件发生；(iii) 根据希尔顿批准的补救计划及时修复该安全漏洞；(iv) 进行取证调查，以确定受到安全漏洞影响的系统、数据和信息；(v) 在希尔顿执行其安全事件响应计划并进行安全漏洞调查时与希尔顿合作；(vi) 遵守希尔顿要求提供商与任何执法机构、监管机构、信用报告公司或信用卡协会等合作调查此类安全漏洞的请求；(vii) 通报希尔顿该安全漏洞的状态及所有相关事宜。提供商还同意根据希尔顿的要求提供合理的协助，推动希尔顿对任何此类安全漏洞进行调查、修正和/或修复，并根据希尔顿的要求偿还因此类安全漏洞导致希尔顿发生的合理安全漏洞相关成本。如果根据任何数据保护要求或希尔顿的隐私或安全政策需要向个人发出通知，则希尔顿将认为需要对所有受同一事件影响的个人进行通知（由希尔顿合理确定）。安全漏洞相关成本将包括希尔顿应对和应答安全漏洞所产生的内部和外部成本，包括但不限于：(i) 准备和邮寄或以其他方式传送法律要求的通知；(ii) 准备和邮寄或以其他方式传送希尔顿认为合理的对受影响个人、代理人或其他方进行的其他沟通；(iii) 建立呼叫中心，持续时间最长可达十二（12）个月，或根据适用的数据保护要求或情况合理需要的时间；(iv) 在回应此类安全漏洞时建立沟通程序（例如，客户服务常见问题解答、对话要点和培训）；(v) 公共关系和其他类似危机管理服务的费用；(vi) 希尔顿调查和应对安全漏洞或恶意软件所产生的法律、取证和会计费用和支出；(vii) 与法律要求的通知相关或在情况下合理需要的商业合理信用报告、信用监控、身份保护、身份修复和类似服务的费用，持续时间最长可达十二（12）个月，或根据适用的数据保护要求或情况合理需要的时间。除非适用的数据保护要求另有规定，希尔顿将对是否通知希尔顿的员工、客人、服务提供商、监管机构和/或公众以及补救计划的实施作出最终决定。

11. COMPLAINTS; INVESTIGATIONS 投诉；调查

If Provider receives any complaint, notice, or communication which relates directly or indirectly to Provider's Processing of Personal Information or either Hilton's or Provider's compliance with applicable laws or regulations in connection with Personal Information, Provider will promptly notify Hilton. At Hilton's request, Provider will assist and support Hilton in the event of such a complaint or an investigation by a regulator or data protection authority or similar authority, if and to the extent that such complaint or investigation relates to Provider's Processing of Personal Information. Such assistance will be at Hilton's sole expense, except where the complaint or investigation arose from an allegation concerning or an investigation into Provider's acts or



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omissions, in which case such assistance will be at Provider's sole expense.

如果提供商收到任何直接或间接涉及与其处理个人信息或希尔顿或提供商在处理个人信息方面遵守适用法律或法规相关的投诉、通知或沟通，提供商将立即通知希尔顿。在希尔顿的要求下，如果此类投诉或监管机构或类似机构的调查与提供商处理个人信息相关，提供商将提供协助和支持希尔顿，此类协助将由希尔顿单独承担费用。除非投诉或调查是由于对提供商行为或不作为的指控或调查而产生的，在这种情况下，此类援助将由提供商单独承担费用。

12. DATA SUBJECT REQUESTS RELATING TO PERSONAL INFORMATION 与个人信息相关的数据主体请求

Provider will immediately inform Hilton in writing upon receiving any request for access to, correction, amendment, or deletion of any Personal Information from an individual who is (or claims to be) the subject of the data ("Data Subject Requests"). Unless otherwise required by laws or regulations or provided for in the Agreement, Provider will not respond directly to these requests unless explicitly authorized by Hilton to do so, other than as necessary to confirm that the request relates to Hilton. As part of the Services, Provider shall cooperate with and provide all reasonable assistance to Hilton in responding to and implementing Data Subject Requests.

提供商一旦收到作为（或声称是）数据主体的个人提出的访问、更正、修改或删除任何个人信息的请求，将立即以书面形式通知希尔顿（“数据主体请求”）。除非法律或法规另有规定或协议中另有规定，提供商除确认请求与希尔顿相关外，将不直接回应这些请求，除非得到希尔顿明确授权。作为服务的一部分，提供商将与希尔顿合作并提供合理的协助，以回应和实施数据主体请求。

13. DATA PROTECTION OFFICER 数据保护官

Provider has appointed a data protection officer where required pursuant to Data Protection Requirements. 提供商已经根据数据保护要求的规定任命了一名数据保护官。

14. OTHER ASSISTANCE TO HILTON 对希尔顿的其他协助

In addition to, and without limitation of, Provider's other obligations under these Standards, and where applicable to the Services and the Processing, Provider shall assist and cooperate with Hilton, at Hilton's request and as part of the Services: (i) in Hilton's implementation of security measures applicable to Personal Information; (ii) in connection with any Security Breach notification required to be made to a data protection authority or to customers; (iii) in connection with any privacy impact assessment related to the Processing; and (iv) in connection with any consultation with a data protection authority conducted by Hilton in connection with the Processing.

除了但不限于提供商在这些标准下的其他义务之外，如果适用于服务和处理，提供商将根据希尔顿的要求并作为服务的一部分与希尔顿合作：(i) 在希尔顿实施适用于个人信息的安全措施；(ii) 在与向数据保护机构或客户发出的安全漏洞通知有关的事项中提供协助；(iii) 在与处理相关的任何隐私影响评估中提供协助；(iv) 在与希尔顿在处理方面与数据保护机构进行的任何协商中提供协助。

15. VIOLATIONS OF THESE STANDARDS 违反这些标准

Provider agrees to notify Hilton immediately of any material breach or violation of these Standards. Without limiting other remedies that may be available to Hilton for violation of these Standards, Provider agrees that Hilton may, at its discretion, immediately terminate Provider's provision of goods and/or services under any or all agreements or arrangements between Provider and Hilton, without penalty, if Provider violates any requirement of these Standards. Further, subject to the limitations of liability contained in this Agreement,



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Provider agrees to fully indemnify Hilton for all costs, fees, claims, or actions associated with any unauthorized Processing of Personal Information within Provider's control, as well as any unauthorized access, acquisition, or use of Personal Information by agents, Subcontractors, or third parties.

提供商同意立即通知希尔顿任何对这些标准的重大违约或违反行为。在不限制希尔顿因违反这些标准而可采取的其他补救措施的情况下，提供商同意，如果服务提供商违反这些标准的任何要求，希尔顿可以自行决定立即终止提供商根据提供商和希尔顿之间的任何或全部协议或安排提供的商品和/或服务，无需支付违约金。此外，根据本协议中包含的责任限制条款，提供商同意全额赔偿希尔顿因提供商控制范围内未经授权处理个人信息，以及代理商、分包商或第三方未经授权访问、获取或使用个人信息而产生的所有成本、费用、索赔或行动。

16. RECORD, AUDITS, AND INSPECTIONS 记录、审核和检查

Provider shall maintain, at all times during the term of the Agreement, and shall provide to Hilton, upon Hilton's request and at no additional charge, complete and accurate records and reasonable supporting documentation regarding the Data Safeguards as well as business continuity and recovery facilities, resources, plans, and procedures, and such other records and documentation necessary to validate Provider's compliance with these Standards, including the Provider Processing Record. Upon reasonable notice to Provider, Provider will permit Hilton, its auditors, designated audit representatives, and regulators, including data protection authorities, during normal business hours, to audit and inspect: (i) Provider's facilities where Personal Information is Processed; (ii) any computerized systems used to Process Personal Information; and (iii) Provider's security practices and procedures, data protection practices and procedures, and business continuity and recovery facilities, resources, plans, and procedures. The audit and inspection rights hereunder will be, at a minimum, for the purpose of (i) verifying Provider's compliance with these Standards and the Data Protection Requirements, (ii) verifying the integrity of the Personal Information, and (iii) facilitating Hilton's compliance with Data Protection Requirements.

在协议的有效期内，提供商应始终保留并在希尔顿的要求下并且不收取额外费用，提供完整准确的记录和合理的支持文件，以验证数据安全措施以及业务连续性和恢复设施、资源、计划和程序，以及验证提供商符合这些标准的其他记录和文件，包括提供商处理记录。在向提供商发出合理通知后，提供商将允许希尔顿、其审计师、指定的审计代表和监管机构，包括数据保护机构，在正常工作时间内审核和检查：(i) 提供商处理个人信息的设施；(ii) 用于处理个人信息的任何计算机系统；以及(iii) 提供商的安全实践和程序、数据保护实践和程序，以及业务连续性和恢复设施、资源、计划和程序。在此项下的审核和检查权至少是为了：(i) 验证提供商是否符合这些标准和数据保护要求；(ii) 验证个人信息的完整性；以及 (iii) 促进希尔顿的数据保护要求的遵守。

17. RETURN OF PERSONAL INFORMATION 个人信息的归还

Upon the termination or expiration of the Agreement or Provider's provision of Services, or upon Hilton's request, Provider will, and will cause its agents and Subcontractors to, return in a manner and format reasonably requested by Hilton, or, if specifically directed by Hilton, destroy, any or all Personal Information in its possession, power, or control and delete any existing copies unless applicable Data Protection Requirements require storage of the Personal Information, and Provider will certify the same, each as described in Section 9(d) above.

在协议或提供商提供服务的终止或到期、或应希尔顿的要求下，提供商将会并将促使其代理人和分包商以希尔顿合理要求的方式和格式归还，或根据希尔顿的特别指示，销毁提供商拥有、有权、或控制的所有个人信息，并删除任何现有副本，除非适用的数据保护要求要求保留个人信息，提供商将对此进行认证，具体细节请参阅上述第 9(d) 条款。

18. SURVIVAL; THIRD PARTY BENEFICIARIES 存续；第三方受益人

Provider's obligations under these Standards will survive the termination or expiration of its services or any



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related agreements and will continue for as long as Provider, or any of its agents or Subcontractors retain or have access to Personal Information. Provider acknowledges and agrees that each entity referenced in the definition of “Hilton” above is an intended third party beneficiary of Provider’s obligations and liabilities under these Standards, including without limitation Provider’s obligations with respect to Personal Information, and as such, each will have a right of its own to enforce these Standards.

提供商在这些标准下的义务将在其服务或任何相关协议的终止或到期后继续有效，并在提供商或其代理商或分包商保留或访问个人信息的期间持续有效。提供商承认并同意，定义“希尔顿”中提及的每个实体都是提供商在这些标准下的义务和责任的预期第三方受益人，包括但不限于提供商在个人信息方面的义务，因此，每个实体都有权力执行这些标准。



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EXHIBIT D

附录D

INSURANCE REQUIREMENTS

保险要求

The insurance required under this Agreement shall be written for not less than the limits of coverage specified herein, or as required by law in any jurisdiction with authority over Provider's operations, services, and/or performance, whichever is greater. Coverage shall be written on an occurrence basis, except for Professional Liability Insurance. Without limiting the foregoing, Provider shall take out and maintain in full force and effect during the performance of the Services:

根据本协议的规定，所需的保险应以不低于此处指定的保险限额，或根据对提供商的运营、服务和/或履行具有管辖权的任何辖区的法律要求，以两者中较高者为准。除专业责任保险外，保险应以事故为基础。在不限制上述要求外，提供商在服务履行期间应投保并保持有效：

- (a) Workers' Compensation and Employers' Liability insurance affording compensation benefits for all employees in an amount sufficient by virtue of the laws of the state or jurisdiction in which the work or any portion of the work is performed and employers' liability insurance with limits of not less than one million dollars (\$1,000,000) for each accident or disease.

根据工作或任何工作部分所在的州或辖区的法律，为所有员工提供足够金额的工伤赔偿保险和雇主责任保险的赔偿福利，以及每次事故或疾病的保险责任限额不低于一百万美元（1,000,000美元）。

- (b) Commercial General Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for personal injury, bodily injury (including wrongful death), and property damage liability inclusive of coverage for all premises and operations, broad form property damage, independent contractors, contractual liability for this Agreement and product/completed operations coverage.

综合商业责任保险，每次事故的综合单一限额不低于一百万美元（1,000,000美元），包括人身伤害、身体伤害（包括意外死亡）和财产损害责任，包括所有场所和业务的保险覆盖、广义财产损害、独立承包商、本协议的合同责任和产品/已完成操作的保险覆盖。

- (c) Automobile Liability Insurance with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for injuries, including accidental death and property damage.

汽车责任保险，每次事故的综合单一限额不低于一百万美元（\$1,000,000美元），包括意外伤害和财产损害。

- (d) Umbrella or Excess Liability Insurance with limits not less than one million dollars (\$1,000,000) per occurrence which shall provide additional limits for employers' liability, commercial general liability and automobile liability insurance.

雨伞保险或超额责任保险，每次事故的保险责任限额不低于一百万美元（\$1,000,000美元），提供额外的保险限额，用于雇主责任、综合商业责任和汽车责任保险。

- (e) Professional Liability Insurance or Errors and Omissions insurance shall be maintained with limits of not less than three million dollars (\$3,000,000) and such coverage shall apply to all forms of intellectual property infringement and cyber liabilities and shall be maintained by Provider for a period of three (3) years after termination of this Agreement or all Statements of Work, whichever is later.

专业责任保险或错误与遗漏保险，保险限额不低于三百万美元（\$3,000,000美元），此保险适用于所有形式的知识产权侵权和网络责任，并由提供商在本协议或所有工作声明终止后三（3）年内保持，以较晚者为准。

- (f) Crime Insurance including employee dishonesty coverage with a minimum limit of \$1,000,000 per occurrence that includes "Client Property" coverage for Customer and its employees' money and



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property under Provider's care, custody and control. Customer, on behalf of itself and its employees, shall be included as a joint loss payee.

犯罪保险，每次事故的最低限额为一百万美元（\$1,000,000美元），包括雇员不诚实行为保险，覆盖提供商所管理、控制和监管的客户及其员工的资金和财产，客户将代表自身和其员工作为共同的受损赔偿人。

Certificates (and any other appropriate documentation) evidencing such policies and indicating Customer Corporation, Eligible Recipients and any additional entities specified in an SOW as additional insureds thereunder shall be furnished to Customer and shall be written by insurance companies reasonably satisfactory to Customer, and provide that such policies may not be changed or canceled until after thirty (30) days' prior written notice to Customer. Provider hereby waives and shall cause Provider's insurers to waive their rights of subrogation against Customer, the Eligible Recipients and each of their respective Affiliates, directors, officers, and employees under such policies. The foregoing insurance coverages shall be primary to and non-contributory with respect to any other insurance or self-insurance that may be maintained by Customer and each of its Affiliates, directors, officers, and employees and shall contain a cross-liability or severability-of-interest clause where applicable. Provider shall provide insurance coverage by insurance companies having policy holder ratings no lower than "A-" and financial ratings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of this Agreement. Such insurance shall be written with insurers of good standing and licensed to do business in the locations where the Services are to be performed.

保险证明（和任何其他适当的文件），证明此类保单，并指明客户公司、合格接收人以及在工作声明中指定的任何其他实体作为附加被保险人，应提交给客户，并由客户合理满意的保险公司书写，并规定此类保单在向客户提前三十（30）天书面通知之后才能更改或取消。提供商特此放弃，并要求提供商的保险公司放弃根据此类保单对客户、合格接收人及其各自的关联公司、董事、高管和员工的代位权要求。上述保险覆盖范围应为客户及其各自的关联公司、董事、高管和员工可能维持的任何其他保险或自我保险提供主要且无赔偿责任，并应包含适用时的交叉赔偿或利益可分割条款。提供商应通过在《最佳保险指南》最新版本中拥有不低于“A-”的保险人评级和不低于“XII”的财务评级的保险公司提供保险覆盖，该指南的版本应为本协议生效日当时的最新版本。此类保险应由信誉良好且在提供服务地点具有营业许可的保险公司书写。

The fact that Provider has obtained the insurance required in this Schedule shall in no manner lessen nor affect Provider's other obligations or liabilities set forth in this Agreement. Any self-insurance, self-retained layer, deductibles, and exclusions in coverage in the policies required under this Schedule shall be assumed by, for the account of, and at the sole risk of, Provider. In no event shall Provider's liability be limited to the extent of the minimum limits of insurance required above. Provider shall verify that all of Provider's agents and Subcontractors are insured against claims arising out of or relating to their performance related to this Agreement.

提供商取得此附表所要求的保险并不以任何方式减轻或影响提供商在本协议中规定的其他义务或责任。本附表所要求的保单中的自我保险、自留层、免赔额和保险覆盖范围排除将由提供商承担，并完全由提供商负责。在任何情况下，提供商的责任决不限于所要求的最低保险限额。提供商应核实提供商的代理人和分包商都投保以应对与本协议相关的索赔。