aMaDEUS   Amadeus Standard Terms of Access

These Amadeus Standard Terms of Access are subject to the terms and conditions of the Agreement.

1. Definitions

Unless a contrary intention appears, terms defined in the Agreement shall have the same meaning when used in these Amadeus Standard Terms of Access. In these Amadeus Standard Terms of Access:

"**Agreement**" means the contract entered into between Amadeus and the Subscriber in which these Amadeus Standard Terms of Access are incorporated by reference.

"**Access Credentials**" means any user name, identification number, password, licence or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorisation to access and use the Amadeus System or, as required, an Amadeus Product.

"**Amadeus Group**" means Amadeus and the group of legal entities, including Amadeus IT Group, S.A., that develop, operate and distribute the Amadeus System.

"**Amadeus Product**" means any Software or other product or service that Amadeus provides to Subscriber under the Agreement.

"**Amadeus Services**" means any Software subscription services that Amadeus provides for remote access and use via the Internet by Subscriber and its Authorised Users (e.g., Amadeus Selling Platform Connect), together with the Documentation to use the same.

"**Amadeus System**" means the computerised travel information and distribution system which contains information about schedules, availability, fares and related services and through which reservations can be made and tickets issued. "Amadeus System" does not include any public Internet or electronic mail Amadeus may provide.

"**Amadeus System Data**" means data/information available to Subscriber via the Amadeus System.

"**Authorised Users**" means the Subscriber employees, agents and independent contractors who Subscriber has authorised to use the Amadeus System, Amadeus Products or, if available in the Territory, Amadeus Direct in compliance with this Agreement. Subscriber shall maintain a written, up-to-date list of current Authorised Users and provide such list to Amadeus within ten (10) days of Amadeus' written request at any time. Authorised Users do not include persons or entities that are employees, agents or contractors of Amadeus' competitors.

"**Booking**" means each individual air ("**Air Booking**"), hotel room or rental car ("**Non-Air Booking**") reservation entry created in the itinerary portion of a PNR booked and processed in the Amadeus System that: (a) has not been cancelled, unconfirmed or unfulfilled; and (b) in the case of an Air Booking, has had a ticket or similar document issued by the Provider or its authorised agent ("**Ticketed Booking**"). The Parties will assume that the number of Ticketed Bookings correspond to the number of Air Bookings unless demonstrated otherwise in Amadeus' automated record. By way of example: (i) one passenger on a single direct flight counts as one Air Booking; and (ii) one passenger on two separate connecting flights counts as two Air Bookings.

"**Booking Data**" means the data created by Subscriber in relation to a Booking through its use of the Amadeus System.

"**Documentation**" means any manuals, user guides, documents, instructions or other information that Amadeus provides to Subscriber to facilitate the correct use and operation of the Amadeus System or any Amadeus Product, including those in electronic format.

"**Office ID**" means each unique Amadeus office identification code.

"**Online User**" means an individual traveller who uses a Website to access the Amadeus System.

"**PNR**" means a passenger name record created in the Amadeus System.

"**Provider**" means a provider of travel-related services that makes data available through the Amadeus System.

"**Software**" means the software applications that Amadeus provides remote access to as part of the Amadeus Services or for installation on hardware by Subscriber, together with the Documentation to use the same and all new versions, updates, revisions, improvements, modifications and replacements of such software applications.

"**Transaction**" means a request to process data that is transmitted to the Amadeus System. Multiple data elements transmitted to the Amadeus System in a string are counted as one Transaction. Data elements transmitted via wizards, macros, robotics and similar means may result in multiple Transactions not apparent to Subscriber. Amadeus reserves the right to introduce new Transaction types and pricing related thereto at any time and Subscriber's usage of such new Transaction types will constitute Subscriber's agreement to pay the applicable Charges. A "**Central System Transaction**" means a Transaction that is not a low fare search transaction on an Amadeus Product such as Master Pricer.

"**Website**" means any internet website or mobile application used by Subscriber to provide Online Users with access to the Amadeus System.

2. Amadeus System Access

2.1 Access. Subject to the terms and conditions of the Agreement, Amadeus grants Subscriber a non-exclusive, revocable and non-transferable right, without the right to grant sublicences, to access and use the Amadeus System within the Territory solely to obtain Amadeus System Data. The Amadeus System may only be accessed by Authorised Users and, subject to

Section 6.2 (*Subscriber Website*) of these Amadeus Standard Terms of Access, Online Users.

2.2 Amadeus System Data. Subscriber shall only use Amadeus System Data for: (a) the reservation or sale of travel products and services offered by Providers in the Amadeus System; (b) providing travel information to Subscriber's customers; (c) the issuance of tickets, travel itineraries, invoices or statements; (d) customer accounting and record keeping activities; and (e) other travel related services authorised by Amadeus in writing. Subscriber shall not compile, cache, sell, distribute or otherwise make available Amadeus System Data except as expressly permitted under the Agreement.

2.3 Prohibited Activities. Subscriber shall not: (a) directly, indirectly, manually or through robotic devices access or use, or allow any third party except Authorised Users to access or use, the Amadeus System or any Amadeus Product for: (i) making bookings which are speculative, fictitious, duplicative, improper or fraudulent, or made solely to achieve minimum Booking targets, minimum usage requirements or to otherwise obtain improper economic advantages; (ii) reservation of space in anticipation of demand; (iii) improper creation or modification of records; (iv) transmission of personal messages except by an electronic mail system; (v) training of any third party in the use of the Amadeus System; (vi) developing or publishing any reservation, ticketing, sales, cargo or tariff guide; (vii) engaging in any unethical or illegal activities; (viii) whether knowingly or not, transmitting or disseminating any virus, trojan or other malicious, harmful or disabling data, work, code or program; or (ix) interfering with, disrupting or attempting to gain unauthorised access to any computer, system or network; (b) licence, transfer, assign, distribute, display, disclose or otherwise make the Amadeus System or any Amadeus Product available to any third party except Authorised Users or as expressly permitted under the Agreement; (c) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties and except to the extent expressly permitted under the Agreement: (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Software or Documentation available in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; (d) access the Amadeus System or any Amadeus Product via third party products (e.g., robotic tools) that are not expressly authorised by Amadeus in writing; (e) use any automatic device, software, application, program, browser plugins, algorithm, whether integrated in a browser or otherwise, or methodology having similar processes or functionality, or any manual process, to monitor, perform any transactions, frame, modify, add content or copy any part of the Amadeus System or any Amadeus Product; or (f) access all or any part of the Amadeus System or any Amadeus Product in order to build a product or service which competes with the Amadeus System or any Amadeus Product.

2.4 Authorised Users. Subscriber shall ensure that Authorised Users use the Amadeus System and the Amadeus Products in accordance with these Amadeus Standard Terms of Access and shall be responsible for any Authorised User's breach of these Amadeus Standard Terms of Access.

2.5 Operating Instructions. Subscriber will comply with any reasonable instructions given by Amadeus from time to time regarding the proper operation of the Amadeus System or an Amadeus Product.

2.6 Unproductive Bookings. Subscriber shall be solely responsible for removing all unconfirmed, unfulfilled or cancelled Bookings from PNRs.

2.7 Transactions. Subscriber will use its reasonable endeavours to minimise the number of Transactions per Booking.

2.8 Modifications/Discontinuation. Amadeus or its licensors may, in their sole discretion, modify, remove, discontinue, replace, substitute, upgrade or enhance the functions and components of, and the data provided through, all or any element of the Amadeus System or an Amadeus Product without obligation to Subscriber. Amadeus will use commercially reasonable endeavours to notify Subscriber in advance of any such material action. Amadeus is not required to offer or maintain any particular data or the data of any particular Provider in the Amadeus System. Subscriber will not modify or alter the Amadeus System or any Amadeus Product.

2.9 Maintenance. Amadeus may at any time, without any liability or obligation to Subscriber, carry out scheduled downtime for maintenance of the Amadeus System or any Amadeus Product. Amadeus will use commercially reasonable endeavours to minimise, and give Subscriber advance notice of, any such downtime.

2.10 Subscriber Software and Technology. Subscriber may not integrate or interface any software or technology with the Amadeus System or an Amadeus Product, or perform any other operation that may impact the Amadeus System or an Amadeus Product or Subscriber's access thereto, without obtaining Amadeus' prior written consent, which will not be unreasonably withheld or delayed. Hardware or software provided by Subscriber or its vendors for its use in conjunction with the Amadeus System shall meet the prevailing specifications and standards of Amadeus and is Subscriber's sole responsibility. If any such hardware or software degrades or interferes with the performance of the Amadeus System or any Amadeus Product, or there is an unauthorised modification thereto, Subscriber will be responsible for all reasonable costs incurred by Amadeus to diagnose and eliminate the degradation, interference or modification. Amadeus may in its reasonable discretion change the hardware or software requirements necessary to operate Software or to access the Amadeus System.

2.11 Hardware and Software Check. Amadeus may perform online checks, through the automatic update function or otherwise, of the hardware and software used by Subscriber to access the Amadeus System. As part of these checks, Amadeus may save the following data: type and clock speed of the CPU used, size of the RAM, hard-disk capacity, and operating system version. Amadeus will use the saved data for checking system performance, providing automatic updates, eliminating malfunctions, verifying invoices or otherwise providing support.

3. Suspension of Access / Ticketing

3.1 Suspension of Access. Amadeus may immediately suspend the access of Subscriber to the Amadeus System or any Amadeus Product, or take other corrective measures, (a "**Suspension**") without any liability to Subscriber, if: (a) Subscriber does not comply with any notified Amadeus policies that relate to its use of the Amadeus System or an Amadeus Product, or any laws, rules, regulations, orders or directives; (b) Amadeus believes that an abuse or misuse of the Amadeus System or an Amadeus Product is being caused, permitted or enabled by Subscriber or on Subscriber's behalf; (c) Subscriber attempts unauthorised modifications to the Amadeus System or an Amadeus Product; (d) Subscriber's access to the Amadeus System or an Amadeus Product causes (e.g., through the use of robotic software): (i) a degradation to the Amadeus System or any Amadeus Product; (ii) interference with the use of the Amadeus System or an Amadeus Product by other users or customers; or (iii) a condition which may place Amadeus in potential or actual breach of its agreements with other parties; (e) Amadeus detects a situation that presents an actual or potential (in the reasonable opinion of Amadeus) detrimental impact on the Amadeus System or an Amadeus Product (including technical problems, security risks, damage, interruption or degradation to the Amadeus System or any Amadeus Product) or otherwise negatively affects Amadeus' ability to provide services to Subscriber or other users, or results in the inefficient or improper use of the Amadeus System or any Amadeus Product; (f) Subscriber commits any other act or omission that, in Amadeus' discretion, may pose a threat to the Amadeus System, any Amadeus Product or Amadeus' financial stability, information/data security or intellectual property; (g) Subscriber is identified as inactive or is non-responsive to correspondence, corrections or requests regarding the Amadeus System or the applicable Amadeus Product; (h) Amadeus, acting reasonably, believes that Subscriber or an Authorised User is, or has been, involved in any fraudulent or unlawful activities; (i) Amadeus receives a judicial or other governmental demand, order or law enforcement request that expressly, or by reasonable implication, requires Amadeus to do so; or (j) Subscriber use of the Amadeus System or the applicable Amadeus Product otherwise materially breaches this Agreement.

Amadeus shall, to the extent permitted by applicable law, give notice to Subscriber of any Suspension as soon as reasonably possible. If the Suspension results from the acts or omissions of Subscriber, an Authorised User or any other third party under Subscriber's control or direction, and Subscriber does not or cannot cure such acts or omissions within thirty (30) days of the date of Amadeus' notice, then Amadeus may terminate the Agreement without any liability to Subscriber or any other party.

3.2 Suspension of Ticketing/Content. Amadeus may, without any liability to Subscriber, immediately suspend or limit Subscriber's: (a) ability to issue tickets for Provider(s) if so requested for any reason by: (i) such Provider(s); or (ii) IATA, ARC or any other regulatory authority; or (b) access to specific Provider content if so requested for any reason by such Provider.

4. Amadeus Services

4.1 Amadeus Services. Amadeus will provide Amadeus Services ordered by Subscriber, including any related Documentation, to Subscriber subject to the terms of the Agreement.

4.2 Licence. Amadeus hereby grants Subscriber a non-exclusive, revocable and non-transferable right, without the right to grant sublicences, to permit Authorised Users to use any Amadeus Services ordered by Subscriber solely in connection with Subscriber's access to and use of the Amadeus System in the Territory.

4.3 Ordering Access Credentials. Subscriber shall transmit to Amadeus the complete first and last names and business email addresses exclusively used by those Authorised Users who are authorised by Subscriber to use an Amadeus Service. Amadeus shall then provide Subscriber with the Access Credentials it has ordered and the URL to call up the relevant Amadeus Service. Once an Authorised User has authenticated its access, it may access the relevant Amadeus Service. Each Authorised User shall be able to change its personal password on the login screen of the relevant Amadeus Service. Subscriber may modify, add and remove Access Credentials using Amadeus' ordinary order procedure or other tool made available by Amadeus from time to time. Such operations shall be made in accordance with the then applicable financial, technical and contractual conditions applied by Amadeus on the date of such operation and, if new Access Credentials are ordered, be subject to the applicable Charge per Authorised User.

4.4 Access Credentials. Subscriber undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Amadeus Services shall not exceed the number of Access Credentials it has ordered from time to time; (b) it will not allow any Access Credential to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Amadeus Services; (c) it shall permit Amadeus to audit the Amadeus Services in order to establish the name and Access Credentials of each Authorised User. Such audit may be conducted no more than once per quarter, at Amadeus' expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Subscriber's normal conduct of business; (d) if any of the audits referred to in Section 4.4(c) above reveal that Access Credentials have been provided to any individual who is not an Authorised User then, without prejudice to Amadeus' other rights, Subscriber shall promptly disable such Access Credentials and Amadeus shall not issue any new Access Credentials to any such individual; and (e) if any of the audits referred to in Section 4.4(c) above reveal that Subscriber has underpaid Charges to Amadeus then, without prejudice to Amadeus' other rights, Subscriber shall within ten (10) days of the date of the relevant audit pay to Amadeus an amount equal to such underpayment, as calculated in accordance with the prices set out in the Schedules to the Agreement.

5. Amadeus Software

5.1 Software Licence. If Subscriber orders any Software that is not provided as part of the Amadeus Services, Amadeus hereby grants Subscriber a non-exclusive, revocable, non-transferable and non-sublicensable right to use the object version of the Software solely in connection with Subscriber's access to and use of the Amadeus System in the Territory.

5.2 Software Use. Subscriber may: (a) use one production copy of the Software for each licence granted; and (b) copy the Software into machine readable form solely for backup, and copy the related Documentation, provided that all copies and partial copies shall include Amadeus' or its licensors' copyright notices, as applicable.

5.3 Software Upgrades. Amadeus will provide Subscriber with information on updates, revisions, improvements, modification or replacements to the Software (each, a "**Software Upgrade**") and the additional Charge, if any, of such Software Upgrades upon issue. Any additional Charge for a Software Upgrade will become payable within thirty (30) days of issue of the Software Upgrade to Subscriber unless it has returned the Software Upgrade unused to Amadeus within such period. Subscriber must install or allow Amadeus to install non-optional Software Upgrades, provided by Amadeus at no charge, within thirty (30) days of notification from Amadeus. Unless Amadeus notifies in writing, Subscriber will replace the current version of the Software with the latest available Software Upgrade within a reasonable period after Amadeus makes a Software Upgrade available. Subscriber understands it may not be able to use a Software Upgrade if it has made derivative programs or modifications to the Software or the hardware used to access the Amadeus System. Subscriber authorises Amadeus to perform online checks of the hardware and Software used by Subscriber to verify the proper installation of Software Upgrades.

6. Additional Amadeus Products & Training

6.1 Additional Amadeus Products. Amadeus may offer additional Amadeus Products to Subscriber. Unless otherwise agreed in writing by the Parties, all additional Amadeus Products will be subject to these Amadeus Standard Terms of Access and the then prevailing Charges as of the date of first use by Subscriber, which will constitute Subscriber's agreement to such terms and conditions.

6.2 Subscriber Website. If Subscriber orders, and Amadeus agrees in writing to provide, any Amadeus Product used to make Bookings over a Website: (a) Subscriber shall be solely responsible for all damages and liabilities arising from or relating to credit card fraud, abuse or misuse by Online Users purchasing products and services over or through the Website. Subscriber will indemnify the Amadeus Group and its sub-contractors, including online ticket fulfilment services providers, against all claims, damages, costs or expenses arising out of or in connection with any such credit card fraud, abuse or misuse by an Online User; and (b) Subscriber will provide standard disclaimers and privacy policies on the Website ("**Website Disclaimers**") protecting the Amadeus Group. At a minimum, the Website Disclaimers shall include language that in no event is any provider of data or information on the Website, including Amadeus IT Group, S.A. or its affiliates, Providers and licensors, liable for any demand, claim or damage, including direct, indirect, consequential, special, punitive, or any other damage or economic loss, resulting from the Online User's access to, use of, and the purchase of any product or service over, the Website. Website Disclaimers shall be prominently displayed on the Website and agreed to by a point and click process by Online Users at the time of or before booking. Subscriber will release, defend and hold harmless the Amadeus Group from any claim by an Online User or any other third party arising out of or relating to the use of the Amadeus System and will indemnify the Amadeus Group against all claims, damages, costs or expenses arising out of or in connection with any such claim by an Online User or any other third party.

6.3 Advertising Products. If Subscriber orders any Amadeus Product that delivers customised advertising or marketing messages to Subscriber's customers (each, an "**Amadeus Advertising Product**"): (a) Subscriber shall be deemed to instruct Amadeus to provide Subscriber with such Amadeus Advertising Product when ordered; (b) Amadeus shall only send advertising to Subscriber's customers through such Amadeus Advertising Product; (c) Amadeus shall Process Personal Data necessary to provide such Amadeus Advertising Product in accordance with Subscriber's specific instructions, which may include instructions to process information, including Personal Data, in the PNR; (d) Subscriber shall keep itself informed about and comply with all laws applicable to advertising or marketing products, including any requirements to give relevant notices to, and obtain necessary consents from, its customers; (d) Subscriber shall indemnify Amadeus against claims, damages, costs or expenses arising out of or in connection with the absence of fulfilment of the necessary notices, consents or other requirements under applicable laws; and (e) Amadeus does not represent or warrant that the advertisements are legally compliant or appropriate. Amadeus assumes no obligation for the content of the advertisements and hereby disclaims any liability for Subscriber's use of any advertisement.

6.4 Reporting and Business Intelligence Products. In order to obtain access to reports containing Booking Data or to any Amadeus Products used for business intelligence, Subscriber must provide Amadeus with the list of Office IDs owned by Subscriber. Subscriber is responsible for communicating any change in the list of Office IDs to Amadeus as soon as such change comes into effect. Subscriber has the right to use the reports and data made available by Amadeus ("**Market Data**") in accordance with the terms and conditions of the Agreement. Market Data: (a) shall be used by Subscriber exclusively for the marketing and sale of its travel services and the efficient conduct of its travel business; and (b) are for the exclusive use of Subscriber and shall not be published, duplicated, disclosed or made available to any third party, in whole or in part, in its original form, or rearranged or processed in any form or manner whatsoever.

6.5 Training. Subscriber shall ensure that only Authorised Users who have satisfactorily completed an Amadeus provided or approved training course use the Amadeus System and Amadeus Products. Amadeus will offer training at then prevailing Charges. Subscriber is responsible for all incidental expenses (e.g., travel, lodging, meals) incurred by Authorised Users in connection with such training.

7. Third Party Websites / Connectivity

7.1 Third Party Websites. Subscriber acknowledges that the Amadeus System or Amadeus Products may enable or assist Subscriber to access the website content of, correspond with, and purchase products and services from, third parties via third party websites or other Internet functions, and that it does so solely at its own risk. Amadeus makes no representation or warranty regarding, and shall have no liability or obligation whatsoever in relation to, the content or use of, or correspondence with, any such third party website, or any transactions completed, and any contract entered into by Subscriber, with any such third party. Subscriber is responsible for familiarising itself with the third party's website terms and conditions and privacy policy prior to using the relevant third party website. Amadeus does not endorse or approve any third party website nor the content thereof made available via the Amadeus System or any Amadeus Product.

7.2 Networks and Systems. Subscriber shall ensure that its networks and systems comply with the relevant specifications notified by Amadeus from time to time.

7.3 Connecting to Amadeus. Subscriber shall be solely responsible for procuring and maintaining the network connections and communications links from its systems to Amadeus' data centres.

7.4 Network Connections and Communications Facilities. Amadeus is not responsible for any delays, delivery failures, or any other loss or damage resulting from or relating to network connections or caused by the transfer of data over Subscriber's communications facilities, including the Internet, and Subscriber acknowledges that the Amadeus System and Amadeus Products that Subscriber uses or accesses via such network connections or communications facilities may be subject to limitations, delays and other problems inherent in their use.

8. Provider Data / Unfulfilled Reservations / Booking Data

8.1 Provider Data. Providers are solely responsible for ensuring that the data and information supplied and stored in the Amadeus System is accurate and properly updated. Subscriber shall not make any booking for fares where reasonable enquiry by Subscriber would show that such information had been inaccurately supplied and stored in the Amadeus System by a Provider. Amadeus makes no representation or warranty regarding the accuracy or reliability of any Provider data or any other information provided to Subscriber through the Amadeus System. Accordingly, Amadeus will not be liable for the content, accuracy, use or continued availability of any Provider data or any other information contained in the Amadeus System and Subscriber releases and waives any claims against Amadeus concerning the accuracy or reliability of such data or information.

8.2 Unfulfilled Reservations. If a passenger using a confirmed reservation made by Subscriber though the Amadeus System is refused service by the Provider due to an oversale or the lack of record of such reservation, or a Provider provides inaccurate data to Amadeus, the sole remedy will be that provided for by such Provider in its tariff or the terms and conditions of the Provider's contract applicable to Subscriber or the passenger.

8.3 Booking Data. Subscriber shall: (a) correctly enter, update and maintain the Booking Data; and (b) have sole responsibility for the legality, accuracy and quality of the Booking Data. If Amadeus determines that any Booking Data is incorrect, misleading, defamatory, fraudulent or illegal, Amadeus may notify Subscriber and suspend access to such Booking Data if Subscriber does not take corrective action within the notified time period.

8.4 Franchisees/Consortia. If Subscriber is a member of a franchise, consortia or other representative group, Subscriber consents to the provision of its Booking Data (not including Personal Data) to such group's headquarters.

8.5 Itineraries and Additional Services. Amadeus may: (a) use Booking Data to provide itinerary and other information; and (b) offer additional services, directly to travellers via CheckMyTrip or an equivalent website or mobile application.

8.6 Identification of Subscriber. Subscriber agrees to its identification in any marketing, booking and sales data that any entity within the Amadeus Group decides to make available. Such marketing, booking and sales data made available by Amadeus shall include no identification, either directly or indirectly, of natural persons or, where applicable, of the organisations or companies on whose behalf they are acting. In exchange, Amadeus shall provide Subscriber with the dashboards including aggregated air booking data offered to subscribers covering all countries subject to the EU Code of Conduct for CRS, known as 'Amadeus Booking Analysis', under a separate agreement to be executed by the Parties.

9. Warranties

9.1 Software Performance Warranty. Amadeus warrants that Software substantially conforms to published Documentation. If Subscriber notifies Amadeus in writing of a defect, as Subscriber's sole remedy for a material breach of this warranty, Amadeus may: (a) with Subscriber's reasonable cooperation, confirm the existence of such defect and then correct or replace any defective Software; or (b) cancel the Software from the Agreement and provide a prorated refund of any prepaid licence fees upon return of the Software. This warranty does not apply to Software that has been modified or supplemented by Subscriber or its suppliers.

9.2 Software Patent / Copyright Warranty. Amadeus warrants that to the best of its knowledge the portion of the Software written by Amadeus or the Amadeus Group on or before the Effective Date does not infringe third party valid patents or copyrights. As Subscriber's sole and exclusive remedy for a material breach of this warranty, Amadeus will defend Subscriber against any claim alleging that as of the Effective Date the portion of the Software written by Amadeus or the Amadeus Group infringes upon a valid patent or copyright. Amadeus or one of its affiliates in the Amadeus Group will pay all direct damages finally awarded, plus all attorney's fees and related legal costs, arising out of such claim, provided that Subscriber gives Amadeus prompt written notice of such claim, reasonable information and assistance, and sole authority to defend or settle the claim. In defence or settlement, Amadeus may at its sole discretion: (a) obtain for Subscriber the right to continue using the Software; or (b) replace or modify it (without substantially changing its functions) so that it becomes non-infringing. If Amadeus determines in its sole discretion that such remedies are not reasonably available, Amadeus may terminate the use of the Software and will give Subscriber a prorated refund of any prepaid licence fees upon return of the Software and Documentation. This warranty does not apply if: (i) Subscriber makes any modification or supplement to the Software; (ii) the alleged infringement is based on the use or sale of Software or Amadeus hardware in combination with products not furnished by Amadeus; or (iii) Subscriber fails to install other Software provided by Amadeus and the installation of such Software would have prevented the alleged infringement.

10. Ownership

Any and all intellectual property rights and other proprietary rights to the Amadeus System, Software, Amadeus Products or Amadeus Services, and all related Documentation, know-how, scripting, screen designs, business processes, workflow and program concepts, is Amadeus' or its licensors' property and constitutes Amadeus' or its licensors' intellectual property, proprietary information and trade secret. Amadeus or its licensors retain all right, title and interest in such property, including any and all development performed by the Amadeus Group or its affiliated entities or on their behalf.

11. Security / PCI-DSS

11.1 Security Requirements. Subscriber acknowledges and agrees that the environment in which the Amadeus System and Amadeus Products are used must be secure. Accordingly, Subscriber must (and must ensure that any subcontractor or other third party providing information technology services on its behalf will): (a) implement and maintain active firewalls to limit and control incoming and outgoing traffic on Subscriber's client computer systems; (b) implement and maintain active and regularly updated anti-virus and anti-malware tools on all computers; (c) only use still supported, up-to-date and patched versions of application software, operating systems and infrastructure components, with all security updates applied as soon as possible; (d) ensure Authorised Users use strong passwords with no sharing of Access Credentials between several individuals or reuse of the same password in multiple products or tools, meaning all Authorised Users must use unique passwords for the Amadeus System and each Amadeus Product, including their work e-mail account; and (e) conduct awareness sessions for all Authorised Users on how to recognize and prevent phishing attempts.

11.2 Access Credentials. Amadeus will provide Subscriber with Access Credentials for Authorised Users to access and use the Amadeus System and any Amadeus Products or, if available in the Territory, Amadeus Direct. Subscriber shall implement and maintain appropriate administrative procedures to ensure that Access Credentials are given to only Authorised Users. Subscriber is solely responsible for: (a) the security and use of Subscriber's and its Authorised Users' Access Credentials; and (b) all access to and use of the Amadeus System and any Amadeus Products directly or indirectly by or through Subscriber's information technology infrastructure or its Authorised Users' Access Credentials, with or without Subscriber's knowledge or consent. Subscriber will promptly withdraw Access Credentials from persons who cease to qualify as Authorised Users.

11.3 Unauthorised Access or Use. Subscriber shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and prevent any unauthorised access to, or use of, the Amadeus System or the applicable Amadeus Product and, in the event of any such unauthorised access or use, promptly notify Amadeus.

11.4 PCI-DSS. Amadeus and Subscriber each are responsible for the security of cardholder data that are stored or processed on or transmitted through their respective systems and agree to collaborate to maintain such security to enable Amadeus to certify annually to the Payment Card Industry Data Security Standard ("**PCI-DSS**") as published and mandated by the PCI Security Standards Council at the time of certification, with respect to the storage, transmission or processing of cardholder data belonging to travellers.

11.5 Data Input. In using the Amadeus System or any Amadeus Product, Subscriber agrees that all cardholder data input by or on behalf of Subscriber shall only be input into the appropriate fields (e.g. PNR or traveller profile fields) designated from time to time by Amadeus and to which Amadeus applies encryption. These fields in the PNR and profile include:

(a) PNR elements:

Cryptic command	Element name
FP	Form of payment
INS	Form of payment sub-elements in insurance elements
MCO, XSB, and SVC	Form of payment sub-elements in miscellaneous documents
NFP	Neutral form of payment
SSR FOID	Special service request for form of identification
RM, RC, RX, RY, RI and RQ	Remarks
SSR EPAY	Special service request for electronic payment
/G	Guarantee fields for hotel and car segments
/DP	Deposit fields for hotel and car segments

(b) Profile elements:

Cryptic command	Element name
FP	Form of payment
SR FOID	Special service request for form of identification
SR EPAY	Special service request for electronic payment
RM	General remark
RC	Confidential remark
RQ	Quality control remark
RX	Corporate remark
RIR	Itinerary remark
PPR	Priority line
PPS	Pre-stored entries
RY	RY remark
PHI	Guarantee fields for hotel segments
PCI	Guarantee fields for car segments

11.6 Additional Security Requirements. Subscriber must (and must ensure that any subcontractor or other third party providing information technology services on Subscriber's behalf will) implement, maintain and comply with the additional information security requirements, policies or standards established by Amadeus and communicated to Subscriber from time to time. Subscriber must promptly take the measures necessary to implement such requirements at its own cost and, in any event, no later than any stated deadline.

11.7 Subscriber Third Parties. Subscriber shall notify Amadeus if it wishes to connect a third party provider or partner (e.g., a payment provider) to the Amadeus System or an Amadeus Product (a "**Subscriber Third Party**"). The connection of any Subscriber Third Party to the Amadeus System or an Amadeus Product shall be subject to the prior written consent of Amadeus and the following ongoing conditions: (a) Amadeus may introduce, at any time, terms of use or security measures applicable to Subscriber Third Parties, which Subscriber shall be responsible for implementing with the Subscriber Third Parties; (b) Subscriber shall ensure that each Subscriber Third Party is fully compliant at all times with PCI-DSS and shall provide Amadeus with evidence of such PCI-DSS compliance on request; (c) Amadeus may immediately and without notice disconnect any Subscriber Third Party that breaches or is not fully compliant with any PCI-DSS obligations; and (d) Amadeus shall have no responsibility for the performance or fulfilment of PCI-DSS by any Subscriber Third Party.

11.8 Non-Compliant Design Requirements. Amadeus shall not be required to develop, host or implement any developments, and offers no security related warranties in this respect, to the extent Subscriber development requirements are incompatible or in conflict with PCI-DSS or Amadeus security standards or are otherwise in conflict with applicable laws, regulations or mandated industry standards. In respect of externally hosted developments, Amadeus may agree to develop said non-compliant solution on condition that Subscriber hereby releases Amadeus and its affiliates from any and all liabilities, any loss, damage, expense or injury and any and all claims that it may have in the future against Amadeus and its affiliates as a result of the development or implementation of the solution, including any failure to comply with PCI-DSS.

11.9 Suspension. Amadeus may immediately suspend the access of Subscriber to the Amadeus System or an Amadeus Product, or take other corrective measures, without any liability to Subscriber, if Subscriber fails to comply with this Section.

11.10 Indemnity. Subscriber agrees that a failure to comply with this Section may compromise the end-user environment in which the Amadeus System or Amadeus Products are used, which may lead to fraud, misuse or data breaches. Accordingly, Subscriber shall indemnify the applicable entities within the Amadeus Group against all claims, liabilities, fines, damages and related costs and expenses arising out of or in connection with: (a) Subscriber's failure to implement, maintain or comply with any of the security requirements, policies or standards in this Section or communicated to Subscriber under Section 11.6 above; or (b) the development of a non-compliant solution under Section 11.8 above.

12. Conduct of Business

Amadeus and Subscriber shall adhere to high standards of business ethics, integrity and fair dealing, and shall do nothing that would tend to discredit or in any manner damage the reputation and goodwill of the other or its affiliates.

13. Modification

Amadeus reserves the right, at its sole discretion, to modify these Amadeus Standard Terms of Access at any time ("**Modifications**") by notifying Subscriber of such Modifications. Notwithstanding anything to the contrary in the Agreement, Amadeus may notify Subscriber of any Modifications by posting the modified Amadeus Standard Terms of Access at: https://amadeus.com/documents/en/travel-channels/legal/amadeus-standard-terms-of-access.pdf Modifications will not apply retroactively and will become effective thirty (30)) days after notification. However, Modifications specific to a new functionality or changes made for legal reasons will be effective immediately upon notice. Subscriber acknowledges its responsibility to check these Amadeus Standard Terms of Access regularly for Modifications. If any Modification is unacceptable to Subscriber, then Subscriber may terminate this Agreement or, if applicable, the relevant Amadeus Product by notifying Amadeus in writing within thirty (30) days of Amadeus' notification of the Modification. Subscriber's continued use of the Amadeus System or an Amadeus Product thirty (30) days after Amadeus' notification of the Modifications will mean that Subscriber is deemed to have accepted and agreed to such Modifications.

14. Severance

If any of the provisions of these Amadeus Standard Terms of Access are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Amadeus Standard Terms of Access, so that these Amadeus Standard Terms of Access shall remain in full force and effect.

15. Governing Law & Jurisdiction

15.1 Governing Law. These Amadeus Standard Terms of Access and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law set out in the Agreement, without regard to any conflict of laws, rules or principles that may require the application of any other law or where the Agreement or any amendment to it is actually executed.

15.2 Jurisdiction. Each Party irrevocably agrees that the courts set out in the Agreement shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Amadeus Standard Terms of Access or their subject matter or formation (including non-contractual disputes or claims). Each Party waives to the fullest extent permitted by law trial by jury of all claims arising out of or relating to these Amadeus Standard Terms of Access.

VERSION 1.1
DATE: 10th DECEMBER 2018