

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

本 Amadeus 标准访问条款应受协议条款和条件之约束。

1. 定义

除另有其他相反规定外，对于协议中已经做出定义术语而言，其在本 Amadeus 标准访问条款中使用之时具有相同的含义。在本 Amadeus 标准访问条款中：

"协议"：是指 Amadeus 和认购人签署的合同，本 Amadeus 标准访问条款将通过引用并附于协议之中。

"访问证书"：是指任何用户名、身份证号码、密码、许可证或者安全密钥、安全令牌、PIN 或者其他单独或组合使用的安全代码、方法、技术或设备，用以验证任何个人访问和使用 Amadeus 系统（必要时，还包括 Amadeus 产品）的身份和授权。

"Amadeus 集团"：是指 Amadeus 及其法定单位集团，包括开发、运营和经销 Amadeus 系统的 Amadeus IT Group, S.A.。

"Amadeus 产品"：是指 Amadeus 根据协议向认购人提供的任何软件或者其他产品或服务。

"Amadeus 服务"：是指由 Amadeus 通过互联网为认购人及其授权用户提供远程访问和使用的任何软件认购服务（比如，Amadeus 的销售平台连接），以及使用上述服务所需的所有文档。

"Amadeus 系统"：是指计算机化的旅游信息和分销系统，其中包含了与时刻表、票的可用性、票价相关的信息以及其他相关服务信息，据此能够做出预订和出票。"Amadeus 系统" 不包括 Amadeus 可能提供的任何公共互联网或电子邮件内容。

"Amadeus 系统数据"：是指通过 Amadeus 系统向认购人提供的数据/信息。

"授权用户"：是指遵守协议的订户已授权使用 Amadeus 系统、Amadeus 产品或如果在领土内可用，Amadeus Direct 的订户员工、代理和独立承包商。认购人应当保存一份最新的书面当前授权用户名单，在任何时候 Amadeus 提出书面要求之后，认购人均应在十 (10) 日内将该名单提交给 Amadeus。授权用户不包括作为 Amadeus 竞争方的任何员工、代理人或者承包商的任何个人或单位。

"预订"：是指在 Amadeus 系统预订和处理的 PNR 旅行航程部分中创建的每个单独的机票预订（以下简称“机票预订”）、酒店房间或出租车预订（以下合称为“非机票预订”）记录：(a)尚未被取消、尚未确认或尚未履行的预订条目；而且(b)如果是机票预订，是指已由提供商或其授权用户已经签发了票或者类似文件（以下简称“出票预订”）的预订条目。双方当事人均认定出票预订数目应当与机票预订数目相符，除非 Amadeus 自动记录中另有其他显示。比如，(i)一名单程直飞航班的乘客应当计为一次机票预订，而且(ii)一名两个单独转机航班飞行的乘客应当计为两次机票预订。

"预订数据"：是指认购人通过使用 Amadeus 系统而创设的预订相关数据。

"文档"：是指为了协助认购人正确使用和操作 Amadeus 系统或者任何 Amadeus 产品，而由 Amadeus 向认购人提供的任何手册、用户指南、文档、指令或者其他信息（包括电子格式的信息）。

"办公 ID"：是指每一独特的 Amadeus 办公识别码。

"在线用户"：是指使用网站访问 Amadeus 系统的个人旅游者。

"PNR"：是指在 Amadeus 系统中创设的乘客姓名记录。

"提供商"：是指通过 Amadeus 系统提供数据的旅游相关服务提供商。

"软件"：是指 Amadeus 提供远程访问作为应用程序的一部分，或者为了认购人在硬件上安装的软件应用程序，以及使用该软件应用程序的文档，以及该软件应用程序的所有新版本、更新、修订、升级、更改和替代版本。

"交易"：是指传输至 Amadeus 系统的数据处理请求。以字符串形式传输到 Amadeus 系统的多个数据元素应当计为一个交易。通过 wizards, macros, robotics 和类似方式传输的数据元素可能导致对认购人不明显的多个交易。Amadeus 保留在任何时候引入新交易类型和相关定价的权利，而认购人对上述新交易类型的使用将视为认购人已经同意支付相关费用。"中央系统交易"是指在 Amadeus 产品上执行的非低票价搜索交易的交易（比如 Master Pricer）。

"网站"：是指认购人用于向在线用户提供 Amadeus 系统访问权限的任何网站或移动应用程序。

2. Amadeus 系统访问

2.1 访问。 根据本协议条款和条件，Amadeus 据此向认购人授予一项非独占的、可撤销的且不可转让的权利（认购人无权对该许可授予再许可），以使其能够在本地区内仅为取得 Amadeus 系统数据之目的，而访问和使用 Amadeus 系统。Amadeus 系统仅能由授权用户访问，而且除本 Amadeus 标准访问条款中第 6.2 条（认购人网站）中另有其他规定外，还可以由在线用户访问。

2.2 Amadeus 系统数据。 认购人仅能将 Amadeus 系统数据用于下述目的，即：(a)提供商在 Amadeus 系统中提供的旅游产品和服务的预订或销售；(b)向认购人客户提供旅游信息；(c)开出票、旅行行程、发票或者账单；(d)客户会计和记录保存活动；以及(e)Amadeus 以书面方式授权执行的其他相关旅游服务。除已获本协议明确许可外，认购人不得对 Amadeus 系统数据予以编辑、缓存、出售、分发或者以其他方式予以提供。

2.3 受禁活动。 认购人不得做出下述任何行为，即：(a)通过直接方式、间接方式、手动方式或者通过机器人设备方式，为了下述目的而访问或使用，或者允许任何第三方（不包括授权用户）为了下述目的而访问或使用 Amadeus 系统或者任何 Amadeus 产品：(i)执行任何投机性的、虚假的、重复的、不当的或欺诈性的预订，仅为实现最低预订目标或者最低使用要求，或者为了取得任何其他不正当的经济利益；(ii)为预订需求的预订；(iii)不正当的创设或修改记录；(iv)以电子邮件系统之外的其他方式对个人信息予以传输；(v)对任何第三方进行 Amadeus 系统使用方面的培训；(vi)制定或发布任何预订、票务、销售、货物或者价目表指南；(vii)从事任何不道德或非法活动；(viii)无论是否故意，传播或散播任何病毒、木马或者其他恶意的、有害的或无效的数据、工作成果、代码或程序；或者(ix)干扰、破坏或者企图未经授权访问任何计算机、系统或网络；(b)向授权用户以外的任何第三方许可、转让、出让、分配、展示、披露或者提供 Amadeus 系统或者任何 Amadeus 产品，以及在未获本协议明确授权的情况下许可、转让、出让、分配、展示、披露或者提供

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 any 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.

任何 Amadeus 系统或者任何 Amadeus 产品; (c)除根据任何可适用法律所允许的而且无法通过双方当事人之间协议方式予以排除的行为外, 以及除本协议中明确允许的行为外, (i) 以任何方式、媒体或者通过任何手段, 试图拷贝、修改或者复制全部或部分软件或文档, 或者就任何软件或文档制作任何衍生性作品、框架、镜像或者对其予以重新发布、下载、展示、传输或分发; 或者(ii)试图对全部或部分软件予以编译、反编译、反汇编、逆向工程或者以其他方式减损人类可感知的内容; (d)通过未获 Amadeus 明确书面授权的任何第三方产品(比如, 机器人工具)访问 Amadeus 系统或者任何 Amadeus 产品; (e)使用任何自动设备、软件、应用程序、程序、浏览器插件或者算法(无论其是否已经在浏览器中集成), 或者使用任何具有类似程序或功能的方法, 或者使用任何手工程序, 对任何部分 Amadeus 系统或者任何 Amadeus 产品进行监视、执行任何交易、设计、修改、添加内容或者予以复制; 或者(f)不得为了创建与 Amadeus 系统或者任何 Amadeus 产品存有竞争关系的其他任何产品或服务之目的, 而访问全部或部分 Amadeus 系统或者任何 Amadeus 产品。

2.4 授权用户。 认购人应当确保使用 Amadeus 系统和 Amadeus 产品的授权用户均遵守 Amadeus 标准访问条款, 并对任何授权用户违反 Amadeus 标准访问条款的行为负责。

2.5 操作指令。 认购人将遵守 Amadeus 在任何时候发出的对 Amadeus 系统或 Amadeus 产品进行适当操作的任何合理指令。

2.6 无效预订。 认购人应当全权负责删除 PNR 中的任何未确认的、未履行的或者已取消的预订。

2.7 交易。 认购人应当尽其所有合理努力以尽量减少每次预订的交易次数。

2.8 修改/暂停服务。 Amadeus 或其许可人有权根据自行判断, 对 Amadeus 软件或者任何 Amadeus 产品的全部或者任何功能和组件予以修改、删除、停用、更换、替代、更新或者升级, 而无需向认购人承担任何义务。但在执行上述任何重大行为之前, Amadeus 应当尽其所有商业上合理努力向认购人发出通知。Amadeus 无义务对 Amadeus 系统中的任何特定数据或者任何特定提供商的数据予以提供或者维护。认购人不得对 Amadeus 系统或者任何 Amadeus 产品予以修改或变更。

2.9 维护。 Amadeus 可随时在无需向认购人承担任何责任或义务的基础上, 执行预订的停机时间以对 Amadeus 系统或者任何 Amadeus 产品进行维护。Amadeus 应当尽其所有商业合理努力减少上述停机时间, 并当就任何上述停机时间向认购人发送事先通知。

2.10 认购人的软件和技术。 在未取得 Amadeus 事先书面同意(该同意不得无理拒绝或迟延做出)的情况下, 认购人不得将任何软件或技术与 Amadeus 系统或者 Amadeus 产品集成或者对接, 也不得做出任何其他可能影响 Amadeus 系统或 Amadeus 产品(或者认购人对 Amadeus 产品或者 Amadeus 系统的适当访问)的操作。认购人或其供应商提供的与 Amadeus 系统配合使用的任何硬件或软件均应符合 Amadeus 的现行规范和标准要求, 而且认购人应对其单独负责。如果任何上述硬件或者软件出现任何降低或者影响 Amadeus 系统或者任何 Amadeus 产品性能的情形, 或者认购人对此执行了任何擅自修改, 则认购人应当承担 Amadeus 因为对上述性能降低、影响或者修改进行诊断和修复而产生的所有合理费用。Amadeus 有权根据其合理判断, 变更软件操作和 Amadeus 系统访问所需的硬件或软件要求。

2.11 硬件和软件检查。 Amadeus 有权通过自动更新功能或者其他功能, 对认购人为了访问 Amadeus 系统而使用的硬件和软件进行在线检查。作为上述检查的部分内容, Amadeus 可以保存下述数据: 所用 CPU 的类型和时钟速度、RAM 的大小、硬盘容量和操作系统版本。Amadeus 可以将所保存的数据用于检查系统性能、提供自动更新、消除故障、验证发票或以其他方式提供支持。

3. 暂停访问/出票

3.1 暂停访问。 如果出现下述情形中, Amadeus 有权立即暂停认购人对 Amadeus 系统或者任何 Amadeus 产品的访问, 或者有权立即采取其他补救措施(以下简称为“暂停”)而不对认购人承担任何责任: (a)认购人并未遵守 Amadeus 已经向其通知的与 Amadeus 系统或者 Amadeus 产品使用相关的任何政策要求, 或者未能遵守任何相关法律、法规、命令或者指令; (b)Amadeus 认为认购人(或者代表认购人的任何人)导致、允许或者促使对 Amadeus 系统或者 Amadeus 产品做出任何滥用或不当使用; (c)认购人试图对 Amadeus 系统或者 Amadeus 产品执行非法修改; (d)因为认购人对 Amadeus 系统或者任何 Amadeus 产品进行访问(比如, 通过使用机器人软件而进行的访问)导致产生了下述后果, 即: (i)导致 Amadeus 系统或者任何 Amadeus 产品出现了降级, (ii)影响了其他用户或客户对 Amadeus 系统或者 Amadeus 产品的使用, 或者(iii)导致 Amadeus 对其与其他当事人签署的任何协议出现潜在违约或实际违约的情形; (e)Amadeus 检测出一种实际或潜在(在 Amadeus 的合理意见中)对 Amadeus 系统或 Amadeus 产品产生不利影响的情况(包括任何技术问题、安全风险, 或者导致 Amadeus 系统或者任何 Amadeus 产品出现损毁、中断或者降级的危害情形); 或者出现了以其他方式对 Amadeus 向认购人或者其他用户提供服务的生产能力造成负面影响的危害情形, 或者导致对 Amadeus 系统或者任何 Amadeus 产品低效使用或不当使用的危害情形; (f)经 Amadeus 判断, 认为认购人做出了任何不当作为或不作为, 会对 Amadeus 系统、任何 Amadeus 产品或者 Amadeus 财务稳定性、信息/数据安全或者知识财产权造成威胁; (g)针对任何人就 Amadeus 系统或者任何 Amadeus 产品而提起的任何通信、修复请求或者要求, 经确定认购人未主动回复或者消极应对; (h)经 Amadeus 合理判断, 认为认购人或其授权用户当前或此前曾参与任何欺诈活动或者非法活动; (i)Amadeus 收到任何司法要求或者其他政府要求、命令或者法律执行要求, 根据该等要求或命令的明确规定或者合理默认说明, 要求 Amadeus 执行上述暂停行为; 或者(j)认购人在严重违反本协议的基础上对 Amadeus 系统或者相关 Amadeus 产品进行了使用。

在可适用法律允许的范围内, Amadeus 应当在合理尽快时间内向认购人发出任何上述暂停的通知。如果任何暂停是因为认购人的任何作为或不作为引起的, 而且授权用户(或者由认购人控制或指定的任何其他第三方)和认购人并未在收到 Amadeus 通知之后的三十(30)日对上述作为或不作为予以补救, Amadeus 有权在无需向认购人或者任何其他方承担责任的基础上终止本协议。

3.2 暂停出票/内容访问。 在无需向认购人承担任何责任的基础上, (a)在(i)相关提供商提出请求之后, 或者在(ii)IATA、ARC 或任何其他监管机构提出要求之后, Amadeus 有权立即暂停或限制为提供商出票的能力, 或者(b)在上述提供商因任何原因提出要求之后, Amadeus 有权立即暂停或限制对特定提供商内容的访问。

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 to Subscriber a non-exclusive, revocable and non-transferable right, without the right to grant sublicenses, 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 and obtain all consents or approvals from the Authorised Users that are necessary for Amadeus to conduct such audit. 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 fulfillment 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

4. Amadeus 服务

4.1 Amadeus 服务。根据本协议条款之规定，Amadeus 应当向认购人提供已由认购人认购的 Amadeus 服务，包括任何相关文档。

4.2 许可。Amadeus 据此向认购人授予一项非独家的、可撤销的或者不可转让的权利（但不包括授予任何再许可的权利），以允许授权用户仅为认购人在本地区区内访问和使用 Amadeus 系统之目的，而使用已由认购人所认购的任何 Amadeus 服务。

4.3 认购访问证书。认购人应当将认购人授权能够使用 Amadeus 服务的授权用户的完整姓名和商业电子邮件地址发送给 Amadeus。Amadeus 此后将向认购人提供其已认购的访问证书和 URL，以使其能够调用相关 Amadeus 服务。当授权用户验证了其访问权限之后，该授权用户可以访问相关 Amadeus 服务。每一授权用户均能够在相关 Amadeus 服务的登录屏幕上修改其个人密码。认购人可以通过使用 Amadeus 常规认购程序或者 Amadeus 在任何时候提供的其他工具，对访问证书予以修改、增补和删除。上述操作执行之时应当遵守在执行该等操作之日适用于 Amadeus 的相关财务条件、技术条件和合约条件；如果认购了新的访问证书，则上述操作应遵守每一授权用户的适用收费。

4.4 访问证书。认购人保证：(a) 已获准访问和使用 Amadeus 服务的授权用户的最大数量不得超出在相关时间已经认购的访问证书数量；(b) 认购人不得允许任何访问证书由一个以上授权用户使用，但访问证书已重新分配给其他授权用户的除外，在这种情况下，此前授权用户不再有权访问或使用 Amadeus 服务；(c) 认购人应当允许 Amadeus 对 Amadeus 服务进行审计，以对每一授权用户的姓名及其访问证书进行确认，并且应当从授权用户取得所有必要的许可和批准，以确保 Amadeus 能够执行上述审计。上述审计每季度执行的次数不得超过一次，并由 Amadeus 自行承担相关费用，而且 Amadeus 在行使该等权利之时应当以适当方式发送合理事先通知，以确保不会对认购人的正常业务经营造成重大干扰；(d) 如果根据上述第 4.4(c) 条规定执行的任何审计查明向任何非授权用户的个人提供了访问证书，则在不影响 Amadeus 所享有的其他权利的基础上，认购人应当立即禁用该访问证书，而且 Amadeus 也不得向此类个人签发新的访问证书；以及(e) 如果根据上述第 4.4(c) 条规定执行的任何审计查明认购人存在少付 Amadeus 费用的情形，则在不影响 Amadeus 所享有的任何其他权利的基础上，认购人应当在执行上述相关审计之日后的十 (10) 日内，向 Amadeus 支付等于上述少付费用的金额，具体根据本协议附件中所列的价格予以计算。

5. Amadeus 软件

5.1 软件许可。如果认购人认购了并非作为任何 Amadeus 服务的一部分而提供的软件，Amadeus 将向认购人授予一项非独家的、可撤销的、不可转让的且不可再许可的权利，以使认购人仅为在本地域内访问和使用 Amadeus 系统之目的，而使用上述软件的目标版本。

5.2 软件使用。认购人享有下述权利：(a) 为每一授予的许可而使用一个软件的生产副本，以及(b) 认购人有权仅出于备份之目的将原件以机读格式予以复制，并有权复制相关文档，但前提是所有正本或部分副本中均应包含 Amadeus 或其许可人（视不同情况而定）的版权声明。

5.3 软件升级。Amadeus 应当向认购人提供与软件的升级、修改、改进、修订或者替换相关的信息（以下简称为“软件升级”）以及在发布上述软件升级之后需支付的额外收费（若有的话）相关的信息。软件升级产生的任何额外费用需在已经向认购人发布软件升级之后的三十 (30) 日期间内支付，但认购人在该期间内未使用状态将软件升级退还给 Amadeus 的情形除外。但对于由 Amadeus 提供的任何非可选软件升级，在 Amadeus 已经向认购人发送通知之后的三十 (30) 日期间内，认购人应当予以安装，或者允许 Amadeus 予以安装，就此认购人不承担任何费用。除非 Amadeus 发出书面通知，否则在 Amadeus 已经提供了软件升级之后的合理期间内，认购人应当将最新可用版本的软件升级替换现有版本软件。认购人理解：如果认购人针对访问 Amadeus 系统所使用的软件或硬件制作了衍生程序或者做出了修改，则认购人可能无法使用软件升级，认购人据此向 Amadeus 授权，以使 Amadeus 能够对认购人使用的硬件和软件进行在线检查，以确认已适当安装了软件升级。

6. 其他 Amadeus 产品和培训

6.1 其他 Amadeus 产品。Amadeus 可以向认购人提供其他 Amadeus 产品。除双方当事人另有其他书面约定外，任何其他 Amadeus 产品均应当受本 Amadeus 标准访问条款以及认购人首次使用之日的当时费用之约束，对上述其他 Amadeus 产品的使用视为认购人已经同意了上述条款和条件。

6.2 认购人网站。如果认购人做出了认购，而且 Amadeus 已经书面同意提供用于网站预订的任何 Amadeus 产品，则：(a) 如果因为任何信用卡诈骗，或者因为通过网站购买产品和服务的在线用户的滥用或不当使用，导致产生了任何损失或责任，均应由认购人自行负责。其如果因为任何上述信用卡诈骗或者在线用户的滥用或不当使用，导致 Amadeus 集团及其分包商（包括任何在线订票服务提供商）遭受了任何索赔、损害赔偿金、费用或开支，认购人均应向 Amadeus 集团及其分包商做出赔偿；以及(b) 认购人应当在其网站上提供标准免责声明和隐私政策以保护 Amadeus 集团的利益（以下简称为“网站免责声明”）。网站免责声明中至少应当包括下述内容：对于因为任何在线用户访问、使用和购买在网上提供的任何产品或服务而导致产生的任何要求、索赔或者损害赔偿金（包括直接损害赔偿金、间接损害赔偿金、附带性损害赔偿金、特别损害赔偿金、惩罚性损害赔偿金）或者其他其他损失或者经济损失，在任何情况下，网站上任何数据或信息提供商（包括 Amadeus IT Group, S.A. 或其关联方、提供商和许可人）均无需对此负责。上述网站免责声明内容应当在网站醒目位置发布，而且应当在预订之时或预订之前通过在线用户点击流程由用户做出同意。对于因为使用 Amadeus 系统而导致任何在线用户或者任何其他第三方提起的任何索赔，认购人应当代 Amadeus 集团进行抗辩并免除 Amadeus 集团因此产生的所有损失；此外，如果因为任何在线用户或者任何其他第三方提起的任何索赔而导致 Amadeus 集团遭受了任何索赔、损害赔偿金、费用或开支，认购人应当就此向 Amadeus 集团做出赔偿。

6.3 广告产品。如果认购人认购了任何向认购人客户提供定制广告或营销消息的 Amadeus 产品，以下简称为“Amadeus 广告产品”，则：(a) 认购人将被视为已经指示 Amadeus，

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; (e) Subscriber shall indemnify Amadeus against claims, damages, costs or expenses arising out of or in connection with the absence of fulfillment 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 through 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. If applicable, 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.

在收到认购之时向认购人交付上述 Amadeus 广告产品; (b) Amadeus 仅能通过上述 Amadeus 广告产品向认购人的客户发送广告; (c) Amadeus 将根据认购人的特定指令处理提供此类 Amadeus 广告产品所必需的个人数据, 其中可能包括在 PNR 中处理信息 (包括个人数据) 的指令; (d) 认购人应自行了解并遵守适用于广告或营销产品的所有法律, 包括向其客户发送相关通知并获得必要同意的任何要求; (e) 认购人应赔偿 Amadeus 因未遵守适用法律规定的必要通知、同意或其他要求而产生或与之相关的索赔、损害赔偿金、成本或费用; 而且 (e) Amadeus 并未声明或保证上述广告是合法的或适当的。Amadeus 无需对上述广告内容承担任何义务, 而且据此不承担因为认购人使用任何广告而产生的任何责任。

6.4 报告和商业智能产品。 为了能够访问含有预订数据的报告或者用于商业智能的任何 Amadeus 产品, 认购人应当向 Amadeus 提交由认购人拥有的办公 ID 列表。如果上述办公 ID 列表发生任何变更, 认购人需负责在该等变更生效之后及时将其告知 Amadeus。认购人有权根据本协议条款和条件, 使用由 Amadeus 提供的报告和数据 (以下简称“市场数据”)。(a) 认购人仅能将上述市场数据用于营销和销售其旅游服务以及有效开展旅游业务之目的; 而且 (b) 上述市场数据仅能由认购人使用, 并且不得以原有格式或者以重新排列或处理的其他任何格式或方式, 将其部分或全部内容予以出版、复制、披露或者提供给任何第三方。

6.5 培训。 认购人应当确保只有已经按照符合要求的方式完成了 Amadeus 提供的或批准的培训课程的授权用户才能使用 Amadeus 系统和 Amadeus 产品。Amadeus 应当以当前收费标准提供培训。认购人应当负责授权用户因完成上述培训而产生的所有杂项费用 (例如差旅费、住宿费 and 餐饮费等)。

7. 第三方网站/连接

7.1 第三方网站。 认购人据此承认: 通过第三方网站或者其他互联网功能, Amadeus 系统或者 Amadeus 产品能够确保或者协助认购人访问第三方的网站内容、与第三方通信, 并能够从第三方购买产品和服务, 因此产生的风险均需由认购人自行承担。针对上述第三方网站的内容或使用, 或者与上述任何第三方网站的任何通信, 或者因此完成的任何交易, 或者认购人与任何上述第三方签署的任何合约, Amadeus 并未就此做出任何声明或保证, 也不就此承担任何责任或义务。在使用相关第三方网站之前, 认购人需负责熟悉上述第三方网站的条款和条件以及隐私政策; Amadeus 并未对任何第三方网站做出认可或者批准, 也未对通过 Amadeus 系统或者任何 Amadeus 产品提供的内容做出认可或者批准。

7.2 网络和系统。 认购人应当确保其网络和系统符合 Amadeus 在相关时间通知的相关规范要求。

7.3 连接 Amadeus。 认购人应当单独负责取得和维持其系统与 Amadeus 数据中心之间的网络连接和通信连接。

7.4 网络连接和通信设施。 Amadeus 不对因为网络连接或者通过认购人的通信设施 (包括互联网) 传输数据而造成的任何延迟、交付失败或任何其他损失或损害负责; 而且认购人据此承认: 对于认购人通过上述网络连接或者通信设施而对 Amadeus 系统和 Amadeus 产品进行的使用或访问, 可能会产生此类使用过程中所固有的任何限制、延迟或者其他问题。

8. 提供商数据/未履行预订/预订数据

8.1 提供商数据。 提供商全权负责确保 Amadeus 系统中提供和存储的数据和信息准确并得到适当更新。如果经认购人合理查询后, 显示提供商向 Amadeus 系统提供并保存在 Amadeus 系统中的信息是不准确的, 则认购人不得执行任何票务预订。Amadeus 并未对任何提供商数据或者认购人通过 Amadeus 系统提供的任何其他信息的准确性或可靠性做出任何声明或保证。因此, 对于任何提供商数据或者在 Amadeus 系统中保存的任何其他信息, Amadeus 无需对其内容、准确性、使用或者持续可用性承担责任, 而且针对上述数据或信息的准确性或可靠性, 认购人将免除或豁免就此针对 Amadeus 享有的任何索赔权。

8.2 未履行的预订。 对于任何乘客使用通过 Amadeus 系统而由认购人提供的确认预订服务而言, 如果因为超售或者缺少此类预订记录, 或者因为提供商向 Amadeus 提供的数据存在不准确之处, 导致该等服务被拒绝, 则对此提供的唯一补救是上述提供商在其价目表 (或者提供商在适用于认购人或者乘客的合同条款和条件) 中所列的补救措施。

8.3 预订数据。 认购人应当 (a) 准确登记、更新和维护预订数据; 而且 (b) 对预订数据的合法性、准确性和质量承担全部责任。如果 Amadeus 经判断认为任何预订信息存在不准确、引人误解之处, 或者存在任何诽谤性、欺诈性或非法信息, Amadeus 将就此向认购人发出通知, 如果认购人就此未在通知的期限内采取补救措施, 则 Amadeus 有权暂停对上述预订数据的访问。

8.4 特许经营商/联营集团。 如果认购人为任何特许经营商、联营集团或者其他代表集团的成员, 则认购人同意向上述集团总部提供其预订数据 (但不包括个人数据)。

8.5 旅游行程和附加服务。 Amadeus 有权: (a) 使用预订数据以提供旅游行程和其他信息, 以及 (b) 通过 CheckMyTrip 或者任何类似网站或者移动应用程序, 直接向旅游者提供附加服务。

8.6 认购人的身份信息。 如果适用, 认购人同意: 可以将其身份信息加入到 Amadeus 集团内部任何单位决定提供的任何市场营销资料、预订数据和销售数据之中。由 Amadeus 提供的上述市场营销、预订和销售数据不得直接或间接包含任何自然人的身份信息, 而且在适用情况下, 也不得包括认购人代其执行相关活动的其他组织或公司的身份信息。作为交换, Amadeus 将向认购人提供一份数据表, 该数据表中应包括向认购人提供的涵盖所有国家的综合机票预订数据 (但就此应受欧盟 CRS 行为准则的约束) (以下简称“Amadeus 预订分析数据”), 但双方当事人应当就此签署一份单独的协议。

9. 保证

9.1 软件性能保证。 Amadeus 保证: 软件基本符合已公布文档的要求。如果认购人向 Amadeus 发送了存在任何缺陷的书面通知, 则作为 Amadeus 严重违反担保义务而导致认购人享有的唯一救济, Amadeus 可以采取下述补救措施, 即: (a) 在认购人提供合理配合的情况下, Amadeus 确认存在上述缺陷, 并对存在缺陷的软件进行修复或者更换; 或者 (b)

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; (e) conduct awareness sessions for all Authorised Users on how to recognize and prevent phishing attempts; and (f) comply with all other security requirements as may be required by applicable laws.

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

将软件从本协议中删除出去，并在认购人返还软件之后按比例退还已经支付的许可费。本保证条款不适用于已由认购人或其供应商做出修订或补充的软件。

9.2 软件专利/版权保证。 Amadeus 保证：据其所知，对于由 Amadeus 或者 Amadeus 集团在生效日之时或者之前编写的任何部分软件而言，并未侵犯任何第三方的有效专利或版权。在 Amadeus 严重违反本保证的情况下，作为认购人就其享有的唯一及排他的救济即为：如果任何人提起任何诉讼，声称在生效日之时由 Amadeus 或者 Amadeus 集团编写的任何部分软件侵犯了其有效的专利权或版权，则 Amadeus 应当就此代认购人进行抗辩。Amadeus 或者 Amadeus 集团的任一关联方应当赔偿因上述诉讼最终裁定的所有直接损害赔偿金，以及认购人因上述索赔而产生的所有律师费和相关法律费用，但前提是认购人已经就上述诉讼及时向 Amadeus 发送了书面通知，并提供了合理信息和协助，并且向 Amadeus 授予了对上述诉讼进行抗辩或达成和解的独家授权。在执行上述抗辩或和解之时，Amadeus 有权根据其自行判断采取下述措施，即：(a) 为认购人取得继续使用上述软件的权利，或者 (b) 更换或修改上述软件（但不会实质改变其功能），从而使其不再具有侵权性。如果根据 Amadeus 的独立判断，认为无法合理取得上述救济，则 Amadeus 有权终止对软件的使用，而且在认购人已经退还了软件和文档之后，应当按比例退还任何已经支付的许可费。本保证条款不适用于下述情形如：(i) 认购人擅自对上述软件执行了任何修订或补充；(ii) 涉嫌侵权是基于软件或者 Amadeus 硬件与非 Amadeus 提供的任何产品一起使用或出售而产生的；或者 (iii) 认购人未能安装由 Amadeus 提供的其他软件，而且安装此类软件可防止涉嫌侵权。

10. 所有权

对于 Amadeus 系统、软件、Amadeus 产品或 Amadeus 服务中所含的全部或任何部分知识产权或者其他专利所有权而言，以及所有相关文档、专有技术、脚本语言、屏幕设计、业务流程、工作流程和程序构思，均属于 Amadeus 或其许可人财产，而且构成 Amadeus 或其许可人的知识产权、专有信息和商业秘密。Amadeus 或其许可人保留对此类财产的所有权利，所有权和权益，包括由 Amadeus 集团或其关联单位就此执行的任何和所有开发。

11. 安全/ PCI-DSS

11.1 安全要求。 认购人承认并同意：使用 Amadeus 系统和 Amadeus 产品的环境必须是安全的。因此，认购人应当遵守下述要求，(而且应当确保代表认购人提供信息技术服务的任何分包商或者其他第三方也遵守下述要求)，即：(a) 执行和维护主动式防火墙，以限制和控制认购人的客户计算机系统上的传入和传出流量；(b) 在所有计算机上执行和维护有效及定期更新的防病毒和反恶意软件工具；(c) 仅能使用仍获支持、最新且已修复补丁的应用程序软件、操作系统和基础架构组件版本，并尽快应用所有安全更新；(d) 确保授权用户能够使用强安全级别的密码，不得在多人之间共享访问证书，也不得在多个产品或工具中重复使用相同的密码，也就是说，所有授权用户在使用 Amadeus 系统和每一 Amadeus 产品之时均需使用独一无二的密码，包括其工作电子邮件账户；(e) 为所有授权用户举办关于如何识别和防止网络钓鱼企图的知识培训会议；以及 (f) 遵守适用法律可能要求的所有其他安全要求。

11.2 访问证书。 Amadeus 将向认购人提供授权用户用于访问和使用 Amadeus 系统和任何 Amadeus 产品所需的访问证书，或者如果在领土内可用，Amadeus Direct。认购人应当执行和维护适当的管理程序，以确保仅向授权用户提供访问证书。认购人应当对下述情形承担全部责任：(a) 认购人及其授权用户访问证书的安全性及其使用；以及 (b) 通过认购人信息技术基础设施或者其他授权用户访问证书，直接或间接对 Amadeus 系统以及任何 Amadeus 产品进行的所有访问和使用，无论认购人是否知情或者是否同意。认购人应当及时撤销不再具有授权用户资格的任何人员的访问证书。

11.3 未获授权的访问或使用。 认购人应当采取所有必要的物理性、管理性和技术性控制、筛选和安全程序，以安全管理所有证书的分发和使用，并防止对 Amadeus 系统或者相关 Amadeus 产品进行任何未获授权的访问或使用；而且一旦发生了上述未获授权访问或使用情形，应当及时通知 Amadeus。

11.4 PCI-DSS. Amadeus 和认购人应各自对其各自系统中存储的、处理的或者通过其各自系统传输的持卡人数据的安全性负责，并同意相互配合以维持上述安全性，而且针对属于旅游者的持卡人数据的存储、传输和处理事项，能够确保 Amadeus 根据在进行认证之时由 PCI 安全标准委员会公布和实施的《支付卡行业数据安全标准》(以下简称“PCI-DSS”) 执行年度认证。

11.5 数据输入。 在使用 Amadeus 系统或者任何 Amadeus 产品之时，认购人同意：对于由认购人输入的或者他人代表认购人输入的所有持卡人数据而言，均仅能输入至 Amadeus 在相关时间指定的而且 Amadeus 就此已经采取加密措施的相关字段（比如，PNR 或者旅游者资料字段）。PNR 和资料中的上述字段包括：

(a) PNR 要素:

隐秘命令	要素名称
FP	支付方式
INS	保险要素中的支付子要素形式
MCO, XSB, and SVC	其他文档中的支付子要素形式
NFP	中性支付方式
SSR FOID	身份证明形式的特殊服务请求
RM, RC, RX, RY, RI and RQ	备注

/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 fulfillment 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

SSR EPAY	电子支付的特别服务请求
/G	酒店和用车部分的保证字段
/DP	酒店和用车部分的定金字段

(b) 配置文件要素:

隐密命令	要素名称
FP	支付方式
SR FOID	身份证明形式的特殊服务请求
SR EPAY	电子支付的特别服务请求
RM	一般备注
RC	机密备注
RQ	质量控制备注
RX	公司备注
RIR	行程备注
PPR	优先线路
PPS	预存条目
RY	RY 备注
PHI	酒店部分的保证字段
PCI	用车部分的保证字段

11.6 附加安全要求。 认购人必须（而且认购人还应要求代表认购人提供信息技术服务的任何分包商或者其他第三方也必须）执行、维护和遵守 Amadeus 在相关时间制定的而且已经向认购人告知的附加安全要求、政策或标准。认购人应当在自行承担费用的基础上，及时采取实施上述要求所需的所有措施，而且在任何情况下，该等措施的执行时间均不得晚于所规定的截止期限。

11.7 认购人的第三方。 如果认购人希望将第三方提供商或合作伙伴（例如支付提供商）连接到 Amadeus 系统或 Amadeus 产品（“**认购人的第三方**”），则应通知 Amadeus。任何认购人的第三方与 Amadeus 系统或 Amadeus 产品的连接均须经 Amadeus 事先书面同意并持续遵守以下条件：(a) Amadeus 可随时制定适用于认购人的第三方的使用条款或安全措施，认购人应负责针对认购人的第三方执行上述使用条款和措施；(b) 认购人应当确保在所有时间内，每一认购人的第三方均已完全遵守了 PCI-DSS，而且应 Amadeus 要求，还应当 Amadeus 提交证明确实遵守了上述 PCI-DSS 的证据；(c) Amadeus 可以立即在不另行通知的情况下中断违反或不完全遵守任何 PCI-DSS 义务的任何认购人的第三方；而且(d) 对于任何认购人的第三方对 PCI-DSS 的履行或执行情况，Amadeus 概不承担任何责任。

11.8 未能遵守设计要求。 如果认购人的开发要求与 PCI-DSS 或者 Amadeus 的安全标准存在不相容或冲突之处，或者以其他任何方式与任何可适用法律、法规或者强制性业界标准存在冲突，Amadeus 无义务开发、托管或执行任何开发，也无需就此提供任何安全性保证。针对任何外部托管开发，Amadeus 可能同意开发上述不合规解决方案的前提条件为：如果因为上述解决方案的开发或执行，导致认购人将来有权向 Amadeus 及其关联方提起任何索赔（包括因为未能遵守 PCI-DSS 而提起的索赔），认购人据此一并免除 Amadeus 及其关联方因此产生的任何责任、损失、损害、费用、伤害以及任何相关的索赔。

11.9 暂停。 如果认购人未能遵守本节规定，Amadeus 有权在无需向认购人承担任何责任的基础上，立即暂停对 Amadeus 系统或者 Amadeus 产品的访问，而且有权就此采取任何其他补救措施。

11.10 赔偿。 认购人同意：如果认购人未能遵守本节规定，会损害使用 Amadeus 系统或者 Amadeus 产品的最终用户环境，并进而导致产生欺诈、滥用或者泄露数据情形，因此，(a) 如果认购人未能执行、维护或遵守本节中所列的任何安全要求、政策或标准，或者未能执行、维护或遵守认购人根据上述第 11.6 条向其告知的任何安全要求、政策或标准，或者 (b) 如果开发了上述第 11.8 条所列的非合规解决方案，从而导致 Amadeus 集团内的任何实体遭受了任何索赔、责任、罚金、损害赔偿金以及相关费用和开支，认购人均应向上述 Amadeus 集团内部实体做出赔偿。

12. 业务操守

Amadeus 和认购人均应当遵守高级别的业务道德标准、诚信标准和公平交易标准，而且不得做出任何会败坏或以任何方式损害另一方当事人或其关联方声誉或商誉的行为。

13. 修订

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 or other dispute resolution mechanism 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). If applicable, 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 1.2

DATE: 8th MAY 2018

Amadeus 保留自行决定随时修改这些 Amadeus 标准访问条款（以下简称为“修订”）的权利，并通知认购人此类修改。尽管本协议中另有任何相反规定，Amadeus 均有权通过在下述网址公布已修订 Amadeus 标准访问条款的方式，向认购人发出修订通知：

<https://amadeus.com/documents/en/travel-channels/legal/amadeus-standard-terms-of-access.pdf>

所做的任何修订不具有追溯效力，而且将在通知之后的三十（30）日生效。然而，对于针对任何新功能或因法律原因而所做的修订而言，均将在发出通知之后立即生效。认购人承认：认购人应负责定期对本 Amadeus 标准访问条款进行检查以确认是否做出了修订。如果认购人不接受任何修订，认购人有权在收到 Amadeus 修订通知之后三十（30）日内，通过向 Amadeus 发送书面通知的方式，终止本协议；适当情况下，认购人可仅终止相关 Amadeus 产品。如果在收到 Amadeus 修订通知之后的三十（30）日期满之后，认购人仍持续使用 Amadeus 系统或者 Amadeus 产品，即视为认购人已经接受和同意了上述修订。

14. 可分割性

如果本 Amadeus 标准访问条款中任何规定被任何具有适当管辖权的法院或者其他法庭认定为无效或不可执行，该等规定应当在必要的最小范围内予以限制或删除，并以最能体现 Amadeus 标准访问条款之意图的其他有效条款予以替代，从而确保本 Amadeus 标准访问条款仍保持完全有效。

15. 管辖法律和管辖权

15.1 管辖法律。对于本 Amadeus 标准访问条款以及因本 Amadeus 标准访问条款或者其标的物或内容，而产生的任何争议或索赔而言（包括任何非合同纠纷或索赔），均应当受本协议中规定的法律管辖并据其进行解释，就此不得援引任何要求适用任何其他法律的冲突法律、法规或原则之规定，也不得适用本协议或其任何修订案实际签署地的法律。

15.2 管辖权。各方当事人均不可撤销地同意：对于因为本 Amadeus 标准访问条款（或其标的物或内容）而产生的任何争议或索赔而言（包括任何非合同纠纷或索赔），本协议中所列的法院或者其他纠纷解决机制对该等纠纷或索赔的解决享有独家管辖权。适用情况下，在法律允许的最大范围内，针对因为本 Amadeus 标准访问条款产生的或者与之相关的所有索赔，各方当事人在法律允许的最大范围内放弃要求陪审团进行审理的权利。

版本号 1.2

日期：2018 年 5 月 8 日