

AMADEUS INSTANT PREFERENCE AGREEMENT / 艾玛迪斯即时偏好协议

<p>1. SCOPE OF AGREEMENT</p> <p>1.1 This agreement (the "Agreement") is for the provision of the Services by Amadeus to Property in exchange for payment of fees. Capitalized terms used in this Agreement shall have the meanings defined in the Definitions section at the end of this Agreement.</p> <p>2. AMADEUS RIGHTS AND RESPONSIBILITIES</p> <p>2.1 Provision of Services. Amadeus agrees to provide the Services subject to the terms and conditions of this Agreement and Property accepts the Services.</p> <p>2.2 Property acknowledges that the provision of the Reports is contingent upon Property's continuous valid subscription to Amadeus Instant Preference during the Term of this Agreement. Amadeus shall have no obligation to provide Reports if Property fails to subscribe or maintain its subscription to Amadeus Instant Preference during the term for the provision of the Reports.</p> <p>3. PROPERTY RIGHTS AND OBLIGATIONS</p> <p>3.1 Availability and Rates in the Amadeus GDS. Property must either be (i) affiliated with a company that has a Service Provider Contract with Amadeus or its affiliates for the purpose of providing connectivity between its CRS and the Amadeus GDS or (ii) must have an agreement with Amadeus in order to distribute rates and availability to Amadeus Subscribers.</p> <p>3.2 Property identification. Property agrees to notify Amadeus in writing of any changes to the Property ID. Any failure to so notify Amadeus will absolve Amadeus of any liability under this Agreement for failure to provide the amended Property ID with the Services.</p> <p>3.3 Fees for Participation. Property agrees to pay the Services Fee.</p> <p>3.4 Payment. Upon signature of this Agreement, Amadeus will invoice the Property for the Services Fee and Property will pay in accordance with the instructions on the invoice (and in accordance with the terms of this Agreement), including in the specified currency and by the due date for payment. In all events, Property will pay the full amount invoiced. Property is responsible for all wire transfer fees, bank charges and applicable foreign, national, state or local taxes, including without limitation, use tax, sales tax, income tax or any other taxes that may arise from these services.</p> <p>3.5 If any sum under this Agreement is not paid by the due date, Amadeus shall be entitled to charge the Property interest on any such sum at the rate of three point five (3.5) percentage points above the three (3) month EURO LIBOR rate effective on that date. Such interest shall be charged from and including the first value date until the date of payment of the amount due on a 360 day basis.</p> <p>3.6 Any failure to make timely payment of any sum due under this Agreement shall constitute a material breach of the Agreement.</p> <p>3.7 Property will subscribe to the relevant Reports by selecting Reports in the Order Form attached to this Agreement and return it to Amadeus. Property may modify its selection of the Reports by submitting</p>	<p>1. 协议范围</p> <p>1.1 本协议（“协议”）规定艾玛迪斯向酒店提供服务，以支付费用作为交换条件。本协议中以大写字母开头的术语具有本协议结尾处定义部分中赋予其的含义。</p> <p>2. 艾玛迪斯权利和职责</p> <p>2.1 提供服务。艾玛迪斯同意按照本协议的条款和条件提供服务，且酒店同意接受服务。</p> <p>2.2 酒店承认，提供报告需要酒店在本协议期限内继续有效订购艾玛迪斯即时偏好。若酒店在报告提供期限内未订购或未持续订购艾玛迪斯即时偏好，则艾玛迪斯无义务提供报告。</p> <p>3. 酒店权利与义务</p> <p>3.1 艾玛迪斯 GDS 的可用性和费用标准。酒店必须：(i) 附属于与艾玛迪斯或其关联公司就提供其 CRS 和艾玛迪斯 GDS 之间的连接性而签订服务提供商合同的公司；或 (ii) 必须就向艾玛迪斯订购者分配费用标准和可用性而与艾玛迪斯签订协议。</p> <p>3.2 酒店识别。酒店同意书面通知艾玛迪斯酒店识别号的任何变更情况。若未按此规定通知艾玛迪斯，艾玛迪斯将解除其在本协议项下就未向变更的酒店识别号提供服务而承担的任何责任。</p> <p>3.3 参与费用。酒店同意支付服务费。</p> <p>3.4 付款。本协议签署后，艾玛迪斯将向酒店开具服务费用的发票，酒店将按照发票中的指示（并按照本协议条款）进行付款，包括按指定货币且在付款到期日前付款。在所有情况下，酒店均将支付发票总额。酒店负责承担所有电汇费用、银行手续费和相关国外、国内、州或地方税，包括但不限于使用税、销售税、所得税或因该等服务可能产生的任何其他税收。</p> <p>3.5 若本协议项下的任何款项到期未付，艾玛迪斯有权就任何该等款项以高于该日有效的三（3）个月美元伦敦银行同业拆进利率三点五（3.5）个百分点的利率向酒店收取利息。自首个起息日起（包括该日）至付款到期日（以每 360 日为基准）收费该等利息。</p> <p>3.6 若未及时支付本协议项下的任何到期款项，应构成实质性违反本协议。</p> <p>3.7 酒店将收到本协议随附 C 部分中所述的报告。</p>
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a new Order Form to Amadeus. The selection will be valid upon thirty (30) days following acceptance of the new Order Form by Amadeus in writing.

3.8 Taxes. All amounts owed to Amadeus are exclusive of VAT which shall be chargeable to Property at the current rate if Amadeus is subject to VAT for the supply of goods or services to Property. If VAT is chargeable to Property, Property shall pay such VAT together with the respective fees for the services that have given rise to the obligation to pay VAT.

3.9 The parties agree to use reasonable endeavours to do everything required by the relevant VAT legislation to enable or assist the other party to claim or verify any input tax credit, set off, rebate or refund in respect of any VAT paid or payable in connection with services under this Agreement.

3.10 Should Property be required under any applicable law to withhold or deduct any portion of the payments due to Amadeus, then the sum payable to Amadeus will be increased by the amount necessary to yield to Amadeus an amount equal to the sum it would have received had no withholdings or deductions been made.

4. LIMITATIONS ON USE

4.1 The reports and data provided to or accessed by Property from Amadeus under this Agreement ("Market Data"), including but not limited to the Reports, shall be used by Property exclusively for the marketing and sale of its travel services and the efficient conduct of its travel business. Market Data provided to or accessed by Property from the Services is for the exclusive use of Property and shall not be published, duplicated, released, reproduced, transferred, disclosed, delivered or made available to any other person, firm, corporation entity or individual, in whole or in part, in its original form, rearranged or processed in any form or manner whatsoever.

5. TERMINATION AND REMEDIES

5.1 Mutual Right of Termination. Either party may terminate this Agreement if there is a material breach of this Agreement by the other party not cured within thirty (30) days from defaulting party's receipt of written notice of such breach, describing such breach in reasonable detail. The obligations of the parties under this Agreement that by their nature would continue beyond termination or expiration of this Agreement, including, confidentiality, all liabilities and obligations that have accrued prior to termination or expiration, shall survive.

5.2 Amadeus Rights of Termination and Remedies. Amadeus may terminate this Agreement for any reason with thirty (30) days' prior written notice to Property.

5.3 If Property terminates this Agreement for Amadeus' material breach as provided in Clause 5.1, or if Amadeus terminates this Agreement in accordance with Clause 5.2, Property will be entitled to, as its sole and exclusive remedy against Amadeus and its representatives in connection with a material breach, a refund equal to the Prorated Services Fee, subject to Amadeus' prior receipt of payment of the invoice from the Property.

3.8 税收。根据本协议向艾玛迪斯支付的所有金额不包括增值税，如艾玛迪斯就向酒店供应商品或服务而需缴纳增值税，则应按当时的现行税率向酒店收取增值税。若应向酒店收取增值税，酒店应支付该等增值税以及产生增值税缴纳义务的各项费用。

3.9 双方同意尽商业上合理的努力采取有关增值税法律要求的一切行动，以使或协助另一方要求获得或核实关于就本协议项下所提供服务而已缴纳或应缴纳的任何增值税的任何进项税抵免、抵销、折让或退还。

3.10 如果酒店根据任何适用法律需要扣缴或扣减所欠艾玛迪斯的任何付款，则应支付给艾玛迪斯的款项将增加相应金额（等于无该等扣缴或扣减情形下应收取的款项）。

4. 使用限制。

4.1 艾玛迪斯在本协议项下向酒店提供或酒店在本协议项下从艾玛迪斯处访问的报告和数据（“市场数据”）（包括但不限于报告），仅由酒店用于其旅行服务的营销和销售以及其旅行业务的高效处理。因服务向酒店提供或酒店因服务而访问的市场数据仅供酒店独家使用，不得以其原始形式、改编或以任何形式或方式处理的方式向任何其他人士、商会、法人单位或个人公开、复制、发行、翻印、转让、披露、交付或提供（不论是全部还是部分）。

5. 终止和救济

5.1 双方终止权利。若任何一方实质性违反本协议且未在收到以合理细节描述该等违约的书面通知后三十（30）日内予以纠正，则另一方即可终止本协议。双方在本协议项下因其性质在本协议终止或到期后将继续有效的义务（包括保密义务、在终止或到期前产生的所有债务和义务）将仍然有效。

5.2 艾玛迪斯的终止权利和救济。艾玛迪斯可提前三十（30）天向酒店发出书面通知以任何理由终止本协议。

5.3 若酒店因第 5.1 条中规定的艾玛迪斯实质性违约情形终止本协议或艾玛迪斯按照第 5.2 条终止本协议，在艾玛迪斯事先收到酒店支付的发票款项后，酒店有权获得（作为艾玛迪斯就实质性违约而享有的独有救济）按比例分配的服务费退款。

5.4 If Property does not comply with Clause 3, Amadeus may, at its option and with written notice, immediately suspend the provision of the Services to Property or prohibit Property from appearing in a hotel List Display or a hotel Availability Display. If Amadeus terminates this Agreement due to noncompliance with the Agreement, including Clause 3, Amadeus will not refund the Services Fee.

6. CONFIDENTIAL INFORMATION

6.1 Any and all intellectual and other proprietary rights to Services and any materials provided as part of the Services constitutes Amadeus' or its licensors proprietary property. Amadeus or its licensors retains all right, title and interest in such property including any and all development performed by Amadeus or its affiliated entities.

6.2 The content and terms of this Agreement are Confidential Information and shall not be disclosed by any Party hereto, or affiliate thereof, to any other entity except with the prior written consent of the applicable Party. The Receiving Party shall use its commercially reasonable efforts, and no less effort than used by the Receiving Party to protect its own Confidential Information, to not disclose copy or in any other way duplicate the Confidential Information of the Disclosing Party in whole or in part without the prior written consent of the Disclosing Party. "Confidential Information" does not include information that is (a) already in the public domain, (b) disclosed by any other third party not under an obligation of confidentiality, and (c) independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information. Upon termination of this Agreement, each Receiving Party shall without delay return all the Confidential Information to the Disclosing Party. The obligations of the Parties under this Article will apply during the term of this Agreement and shall survive its termination for a time of three (3) years.

6.3 Notwithstanding anything to the contrary set forth in this Agreement, Customer hereby authorizes Amadeus to publicly disclose that Customer is a customer of Amadeus (e.g. in customer lists, commercial proposals, sales presentations, conferences, press releases, etc.), high-level details of the services provided to Customer and use Customer's brands and logos in connection with such disclosures. In addition, Customer consents to Amadeus' right to use Customer's name, logo, service mark and/or trademark, as updated from time to time, in Amadeus products and services. Amadeus acknowledges and agrees that all proprietary, intellectual property and any other rights in and to Customer's name, logo, service mark and/or trademark are the sole and exclusive property of Customer.

7. REPRESENTATION AND WARRANTIES

7.1 Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to perform all of its obligations hereunder.

7.2 Amadeus disclaims and Property hereby waives (i) all warranties expressed or implied including but not limited to any warranty of merchantability, accuracy of data, non-infringement or fitness for intended use of any data or services furnished hereunder and except as explicitly set out herein and (ii) any liability in tort, strict liability or otherwise with respect to the data or services furnished hereunder.

5.4 若酒店未遵守第 3 条规定, 艾玛迪斯可通过发出书面通知立即中止向酒店提供服务或禁止酒店出现在酒店名单显示器或酒店可用性显示器中。若艾玛迪斯因不遵守本协议(包括第 3 条)而终止本协议, 艾玛迪斯不会退还服务费。

6. 保密信息

6.1 服务以及作为服务一部分提供的任何材料的任何及全部知识产权和其他专有权利为艾玛迪斯或其许可人的专属财产。艾玛迪斯或其许可人保留该等财产中的一切权利、所有权和利益, 包括艾玛迪斯或其关联实体所执行的一切开发工作。

6.2 本协议的内容和条款为保密信息。未经相关方事先书面同意, 任何一方或其关联公司不得向任何其他实体公开该等保密信息。接收方应采取商业上合理的措施(不得低于接收方为保护其自有保密信息而采取的措施), 不公开或复印或以其他方式复制披露方的保密信息(不管是全部还是部分), 除非获得披露方的事先书面同意。但是, 保密信息并不包括如下信息: a. 流入公共领域的信息, b. 第三方在不承担保密义务的前提下披露的信息, 以及 c. 接收方不使用披露方保密信息独立开发的信息。在本协议终止时, 接收方应立即向披露方返还所有保密信息。本协议有效期内, 本条中的双方义务将适用, 且在本协议终止后的三(3)年期限内, 该等义务依然有效。

6.3 尽管本协议中有任何相反规定, 客户在此授权艾玛迪斯公开披露客户为艾玛迪斯客户(例如在客户名单、商业计划书、销售简报、会议、新闻发布等中披露)以及向客户提供的服务详情, 并就该等披露使用客户的品牌和标志。此外, 客户同意艾玛迪斯在艾玛迪斯产品和服务中使用客户名称、标志、服务标记和/或商标(不时更新)的权利。艾玛迪斯承认并同意: 客户的名称、标志、服务标记和/或商标所附带的所有专有、知识产权及任何其他权利均为客户的独有财产。

7. 声明和保证

7.1 双方声明并保证: 其拥有签订本协议和履行其在本协议项下所有义务的法定权力和权限。

7.2 艾玛迪斯弃权且酒店在此放弃: (i) 所有明示或默示保证(包括但不限于对适销性、数据准确性、依据本协议所提供任何数据或服务的非侵权性或特定用途适用性的保证)(本协议中明确规定的除外); 及(ii) 关于依据本协议所提供数据的任何侵权责任、严格赔偿责任或其他责任。

7.3 Property acknowledges that the Reports are provided at no additional charge to Instant Preference. In consequence, no refund shall be due by Amadeus for non-delivery of the Reports.

8. EXCLUSION OF WARRANTIES/LIMITATION OF LIABILITY AND DAMAGES

8.1 To the extent that either party has any direct liability under this agreement or under any theory of liability to the other party and/or its representatives, that party's cumulative liability for damages to the other and/or its representatives will be limited to six months average monthly charge paid by the Property under this Agreement.

8.2 Neither party will be liable to the other party and/or its representatives under any theory of liability or any form of action (including negligence) for any incidental, special, punitive, exemplary or consequential damages under any circumstances, including but not limited to lost profits, revenue or savings, or the loss of use of any data, even if the other party had been advised of, knew, or should have known, of the possibility thereof.

8.3 Clauses 8.1 and 8.2 shall not apply to the following types of loss and damage: death and personal injury caused by a party's and/or its representative's negligence, payments owed under this agreement, any fraudulent or intentional misrepresentation by a party and breaches of confidentiality.

9. FORCE MAJEURE

9.1 Either party shall be excused from performing hereunder (except for the payment of money) to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, terrorism, or any action of a governmental entity; provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses all reasonable efforts to remove or avoid such causes.

10. GOVERNING LAW/SUBMISSION TO JURISDICTION

10.1 This Agreement and any difference or dispute arising out of it or related to it shall be governed, construed and interpreted in accordance with the laws of England. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce. The place of arbitration shall be London, England. The language shall be English. The procedure shall be that of the Rules of Arbitration of the International Chamber of Commerce Court of Arbitration. The parties agree to exclude any right of application or appeal to any Court in connection with any question of law arising out of the award.

11. NOTICES

11.1 Notices will be given in writing by fax, personal delivery, electronic mail, certified or registered or overnight or other courier or delivery service, addressed, in the case of Property, to its address indicated in Section A of this Agreement. In the case of Amadeus, notices will be delivered to Amadeus IT Group S.A, Calle Salvador de Madariaga

7.3 酒店承认：提供报告不就即时偏好额外收取费用。因此，艾玛迪斯不得因未提供报告而进行任何退款。

8. 保证排除/责任和赔偿限制

8.1 若任何一方根据本协议或任何责任理论向另一方和/或其代表承认任何直接责任，该方向另一方和/或其代表承担的累积损害赔偿额将不超过酒店根据本协议支付的六个月每月平均费用。

8.2 任何一方不得根据任何责任理论或以任何诉讼方式（包括过失）就任何情况下的任何附带、特殊、惩罚性、惩戒性或间接损害向另一方和/或其代表承担赔偿责任，包括但不限于利润、收入或存款损失或任何数据的使用损失（即使另一方已得知、知悉或应当知悉该等可能性）。

8.3 第 8.1 条和第 8.2 条不适用于下列类型的损失与损坏：由一方和/或其代表的过失、未支付本协议项下款项、一方任何欺诈或故意不实陈述和违反保密义务导致的死亡和人身伤害。

9. 不可抗力

9.1 若任何一方因发生的任何行动或事件超出其合理控制范围而无法履行本协议，则可免于履行本协议（付款除外），包括但不限于：自然灾害、战争、恐怖行动或政府部门的任何行动；但遭受该不可抗力的一方应立即向另一方发出书面通知，并尽一切合理努力消除或避免该等事件。

10. 管辖法律/提交司法管辖

10.1 本协议及源于或关于本协议的任何分歧或争议应受英国法律管辖，并根据该等法律进行解释。源自本协议或与之有关的任何争议应按照国际商会仲裁规则进行最终仲裁解决。仲裁应在英国伦敦。仲裁语言为英语。仲裁程序应按照国际商会仲裁庭仲裁规则进行。双方同意排除就因判决产生的任何法律问题向任何法院提出申请或上诉的任何权利。

11. 通知

11.1 通知将采用书面形式送达：传真、专人递送、电子邮件、记名或登记邮件或隔夜或其他快递或递送服务，并寄至（若收件方为酒店）本协议 A 部分中所示的酒店地址。若收件方为艾玛迪斯，通知将寄至艾玛迪斯信息技术集团公司（Calle Salvador de Madariaga 1, 28027 Madrid, Spain）（并抄送至艾玛迪斯法律部（地址相同））。在下列情况下，所有通知将视为送达和接收：

1, 28027 Madrid, Spain (with a copy to Amadeus Legal at the same address). All notices will be deemed given and received (a) upon receipt if personally delivered or sent by certified or registered mail and (b) when delivery is confirmed if sent by electronic mail, fax or overnight or other courier or delivery service.

12. COMPLETE AGREEMENT and AMENDMENT/WAIVER

12.1 This Agreement is the complete and exclusive statement of the agreement between the parties concerning the Services and it supersedes or merges all prior and simultaneous proposals, term sheets, understandings and all other agreements, oral and written, between the parties relating to the Services. All other agreements between the parties are not integrated into this Agreement and remain in full force and effect.

12.2 Any amendment to this Agreement must be in writing and executed by the parties, except as herein provided. Amadeus may update the terms of this Agreement with thirty (30) days' prior written notice to Property. If the Property does not notify Amadeus before expiration of the thirty (30) day period advising that it chooses not to accept such updated terms, the Property will be deemed to have accepted the same. If the Property chooses not to accept the updated terms, Amadeus may terminate this Agreement with written notice. No term or condition of this Agreement is waived, and no breach is excused, unless such waiver or excuse is in writing and is executed by the party against whom such waiver or excuse is claimed.

13. DISCLAIMER OF AGENCY

13.1 This Agreement will not be construed as creating an agency, partnership, fiduciary relationship, or any other manner of legal association between the parties, and the relationship of the parties under this Agreement will be and at all times remain one of independent contractors. Each party agrees that it is an independent contractor and not an employee of the other. In accordance with such status, no employee or agent of either party will hold himself or herself out or claim to be an officer, agent or employee of the other party.

14. INDEMNITIES

14.1 Property will indemnify, defend and hold Amadeus and its representatives harmless from and against all actual or threatened claims (including reasonable legal fees and costs, as incurred) arising out of or related to Amadeus or its representatives' use in accordance with this Agreement of any data, policies, rates, product descriptions or availability information provided by or on behalf of Property.

15. ASSIGNMENT

15.1 Property may not assign this Agreement, or any right or obligation under it, by operation of law or otherwise without Amadeus's prior written consent. If there is an assignment, the assignee will assume all of the obligations under this Agreement and the assignor will remain

(a) 由专人递送或记名或登记邮件寄送时, 收到通知之时; 及 (b) 通过电子邮件、传真或隔夜或其他快递或递送服务寄送时, 确认送达之时。

12. 完整协议和修订/弃权

12.1 本协议构成双方关于服务协议的和排他性声明, 并取代或合并双方先前和同期关于服务的所有建议书、条款清单、谅解和所有其他协议 (无论是口头还是书面)。双方之间的所有其他协议未合并到本协议中, 但仍完全有效。

12.2 本协议的任何修改均应以书面形式做出, 并由双方签字 (除非本协议另有规定)。艾玛迪斯可提前三十 (30) 天向酒店发出书面通知更新本协议条款。若酒店未于该三十 (30) 日期限到期前通知艾玛迪斯, 告知其选择不接受该等更新条款, 则视为酒店接受该等更新条款。若酒店选择不接受更新条款, 艾玛迪斯可通过书面通知终止本协议。本协议的任何条款或条件均不得放弃, 且任何违约行为均不得赦免, 除非该等放弃或赦免采用书面形式作出, 且由要求该等放弃或赦免的对方执行。

13. 代理的免责声明

13.1 本协议不得理解为在双方之间创建代理、合伙、信托关系或任何其他形式的合法机构, 且双方在本协议项下的关系将始终为独立承包商关系。双方同意, 其为另一方的独立承包商而非雇员。按照该等情况, 任何一方的任何雇员或代理均不得自称其为另一方的主管、代理或雇员。

14. 赔偿

14.1 对于因艾玛迪斯或其代表按本协议使用由或代表酒店提供的任何数据、政策、费用标准、产品说明或可用性信息而产生或与之有关的所有实际或似将发生的索赔 (包括合理律师费和成本), 酒店将对艾玛迪斯及其代表进行赔偿、抗辩, 并使其免受损害。

15. 转让

15.1 未经艾玛迪斯事先书面同意, 酒店不得依法定程序或以其他方式转让本协议或本协议项下的任何权利或义务。若进行转让, 受让人将承担本协议项下的所有义务且转让人仍对受让人继续履行义务的所有情况承担责任。酒店必须在任何拟定转让前至少三十 (30) 天向艾玛迪斯发出通知。

<p>liable for all of assignee's continuing performance. Property must give Amadeus at least thirty (30) days' prior notice of any proposed assignment.</p> <p>16. MISCELLANEOUS</p> <p>16.1 This Agreement will not be deemed to create any partnership or joint venture between the parties. If any provision is determined invalid or illegal under applicable law, such provision will be deemed restated to reflect as nearly as possible the intentions of the parties and will not affect any other provision. This Agreement has been reviewed and negotiated by the parties with the opportunity to be assisted by counsel. In interpreting this Agreement, no weight shall be placed upon which party (or its counsel) drafted the provision or language being interpreted.</p> <p>16.2 This Agreement is drawn up in the English language. In the event of any translations of this Agreement or in the event of any discrepancy between different versions of this Agreement, the English language version shall prevail and be binding.</p>	<p>16. 其他事项</p> <p>16.1 本协议不得视为在双方之间创建任何合伙企业或合营企业。若适用法律确定任何条款无效或非法，则该等条款将视为重新陈述，以尽可能体现双方的意图，且不影响任何其他条款。本协议已由双方进行审核和协商，并可能由法律顾问提供协助。在解释本协议时，不得关注起草本条款的一方（或其法律顾问）或解释的语言。</p> <p>16.2 本协议以英语起草。若本协议存在任何译本或本协议的不同版本之间存在出入，以英文版本为准，并具有约束力。</p>
<p>DEFINITIONS</p> <p>“Amadeus GDS” means the Amadeus reservations and distribution system with the ability to perform comprehensive information searches, communications, reservations, distribution and related functions on a worldwide basis.</p> <p>“Amadeus Subscribers” means any airline office, travel agent or other seller of travel-related services that contracts with Amadeus, an Amadeus national marketing company, or a distribution system to use the Amadeus GDS to obtain information, make reservations and issue documents involving travel related services.</p> <p>“Availability Display” means the list of properties that satisfy the Amadeus Subscriber’s criteria for information regarding hotels that have rooms that could be booked.</p> <p>“CRS” means a central reservation system owned or operated by or on behalf of a Property.</p> <p>“Confidential Information” means any information disclosed to the receiving party (in writing, verbally, electronically or in any other form) that is marked or identified as (or provided under circumstances reasonably indicating that it is) confidential or proprietary. The terms of this Agreement will be deemed Confidential Information.</p> <p>“Effective Date of Termination” means the first date that fulfills any required notice period after notice has been properly given as provided in Section B, Clause 11.</p> <p>“Instant Preference” means the non-random ordering of properties in the List Display or Availability Display whereby the Property receives a greater than random probability of appearing above another non Instant Preference property.</p> <p>“Instant Preference Fee” means the flat fee stated in Section A to be paid for participation in the Instant Preference program.</p> <p>“List Display” means the list of properties that satisfy the Amadeus Subscriber’s criteria for information regarding hotels that are located in a specific location regardless of the availability of rooms at each hotel.</p> <p>“Market” means the city or urban area where Property is located</p>	<p>定义</p> <p>“艾玛迪斯 GDS”是指有能力在全球范围内提供信息检索、通信、预订、分销和有关服务的艾玛迪斯预订和分销系统。</p> <p>“艾玛迪斯订购者”是指为使用艾玛迪斯 GDS 获得涉及旅行相关信息、进行相关预订和出具相关文件与艾玛迪斯、艾玛迪斯全国行销公司或分配系统签订合同的任何航空公司办事处、旅行社或其他旅行相关服务销售商。</p> <p>“可用性显示器”是指符合艾玛迪斯订购者对于可预订客房酒店信息的标准的酒店名单。</p> <p>“CRS”是指由或代表酒店拥有或经营的中央预订系统。</p> <p>“保密信息”是指向接收方披露（以书面、口头、电子或其他任何方式）的标注或确定为保密或专有（或在合理表明保密或专有的情况下提供）的任何信息。本协议条款为保密信息。</p> <p>“终止的有效日期”是指按第 11 条 B 部分中的规定有效送达通知后满足任何要求的通知期限的首个日期。</p> <p>“即时偏好”是指名单显示器或可用性显示器中的非随机酒店预订，据此，酒店获得高于非即时偏好酒店出现在页面上的随机概率。</p> <p>“即时偏好费用”是指 A 部分中所述的就参与即时偏好程序所需支付的固定费用。</p> <p>“名单显示器”是指符合艾玛迪斯订购者对特定地点酒店信息（不考虑是否客房供应情况）的标准的酒店名单。</p>

<p>“Property or Properties” means hotel properties recipient of the Services pursuant to the terms of this Agreement.</p> <p>“Property ID” means the unique alpha-numeric code used to identify a specific Property within the Amadeus GDS.</p> <p>“Prorated Services Fee” means an amount equal to the Services Fee times the percentage of time left on the Agreement before its End Date as specified in Section A.</p> <p>“Reports” means any or all of the reports described in Section C of this Agreement.</p> <p>“Reports Fee” means the fees applicable for any Reports subscribed to by Property.</p> <p>“Services” means Instant Preference, together with any Reports subscribed to by Property.</p> <p>“Services Fee” means the “Instant Preference Fee” together with any applicable Reports Fee.</p> <p>“Term” means the term of this Agreement as detailed in the Order Form.</p> <p>“Reports Fee” means the fees applicable for any Reports subscribed to by Property.</p> <p>“Services” means Instant Preference, together with any Reports subscribed to by Property.</p> <p>“Services Fee” means the “Instant Preference Fee” together with any applicable Reports Fee.</p> <p>“Term” means the term of this Agreement as detailed in the Order Form.</p>	<p>“市场”是指酒店所在城市或城市地区。</p> <p>“酒店”是指根据本协议条款接受服务的酒店。</p> <p>“酒店识别号”是指用于标识艾玛迪斯 GDS 内部特定酒店的唯一字母数字代码。</p> <p>“按比例分配的服务费”是指等于服务费乘以 A 部分中所规定结束日期前本协议所剩时间百分比所得的金额。</p> <p>“报告”是指本协议 C 部分中所述的任何或全部报告。</p> <p>“报告费”是指适用于酒店订购的任何报告的费用。</p> <p>“服务”是指即时偏好以及酒店订购的任何报告。</p> <p>“服务费”是指“即时偏好费用”以及任何相关的报告费。</p> <p>“期限”是指订购单中详细规定的本协议期限。</p>
<p>SECTION C: SERVICES</p> <p>1. ADDITIONAL TERMS AND CONDITIONS FOR INSTANT PREFERENCE</p> <p>1.1 Property hereby agrees to its participation in the Amadeus Instant Preference program whereby participating properties receive Instant Preference on displays available to Amadeus Subscribers in exchange for payment of fees.</p> <p>1.2 Provision of Instant Preference. Amadeus agrees to provide Properties with Instant Preference within a List Display or Availability Display available to Amadeus Subscribers.</p> <p>1.3 Application of Instant Preference. Amadeus reserves the right to determine on which List Displays and Availability Displays it will provide Properties with Instant Preference.</p> <p>2. ADDITIONAL TERMS AND CONDITIONS FOR THE REPORTS</p> <p>2.1 Reports description</p> <p>2.1.1 Property Performance Report: this report displays Property key performance indicators (number of bookings, room nights and revenues) against theMarket. This report also provides with a comparison versus results of the previous year.</p> <p>2.1.2 Top 10 Rates Report: this report displays the top 10 booking rates of Property, against the Market and the country where Property is located.</p>	<p>C部分：服务</p> <p>1. 即时偏好的附加条款和条件</p> <p>1.1 酒店在此同意参与艾玛迪斯即时偏好程序，据此，酒店在艾玛迪斯订购者可查看的显示器上接收即时偏好，以支付费用作为交换条件。</p> <p>1.2 提供即时偏好。艾玛迪斯同意在艾玛迪斯订购者可查看的名单显示器或可用性显示器中为酒店提供即时偏好。</p> <p>1.3 应用即时偏好。艾玛迪斯保留确定其将为酒店提供即时偏好的名单显示器和可用性显示器的权利。</p> <p>2. 即时偏好订购中所载报告的附加条款和条件</p> <p>2.1 报告描述</p> <p>2.1.1 酒店业绩报告：本报告显示酒店针对市场的关键绩效指标（预订数量、订房业绩和收入）。本报告还提供与上一年度业绩的对照情况。</p> <p>2.1.2 前10名业绩报告：本报告显示酒店针对市场和酒店所在国家的前10名预订业绩。</p>

2.1.3 Merchandising Report: This report provides Property with conversions ratios resulting from a view of the travel agents searches and booking behaviors for Property and against the Market.

2.2 Delivery of the Reports

2.2.1 The Reports are delivered on a quarterly basis to Property in the form of a PDF file. The Reports are sent to the email address indicated on the Order Form.

2.2.2 Data regarding other properties is provided in an aggregated form. Customer shall select at least five (5) competing properties located in the Market.

2.1.3 先看后订比例报告：本报告为酒店提供因旅行社针对酒店和市场的搜索和预订行为角度产生的转换比例。

2.2 提供报告

2.2.1 每季度以PDF文件形式向酒店提供报告。报告发送至订单单中所示的电子邮件地址。

2.2.2 另外的那些旅馆的资料会以汇总的形式给予提供。客户们应在市场里选择至少五个不同品牌的旅馆