

AMADEUS FOR DEVELOPERS PORTAL TERMS OF USE

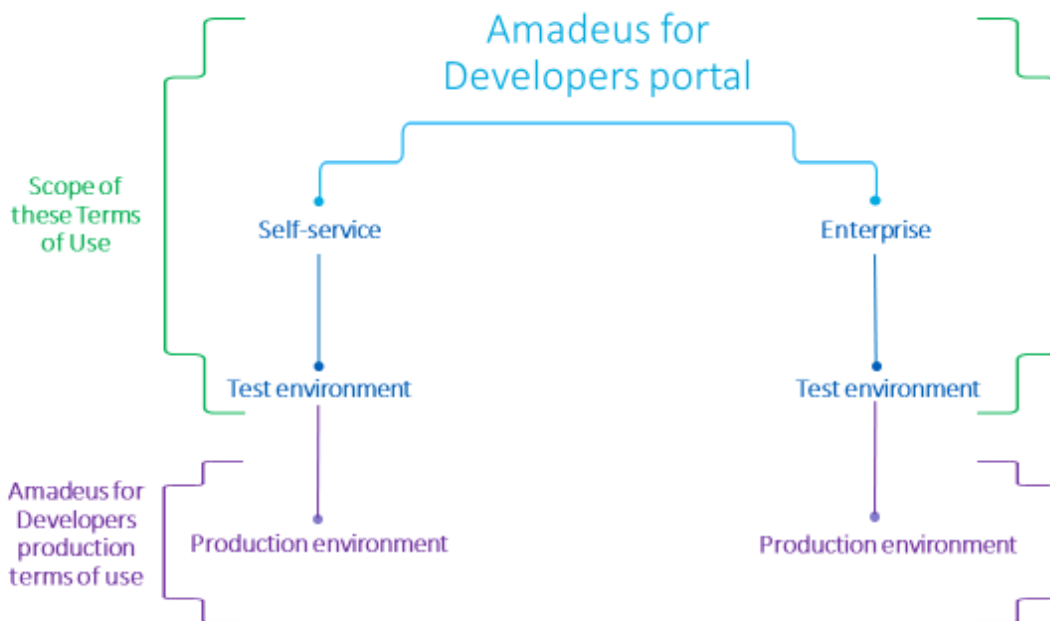
Welcome to the Amadeus for Developers portal. By clicking on the 'Create account' button you confirm your acceptance of the terms of use displayed on this page (the "Terms of Use") and you are entering into an agreement with Amadeus IT Group, S.A. ("Amadeus"), a company incorporated in Spain (No. CIF A-84236934) whose registered office is at c/. Salvador de Madariaga 1, 28027 Madrid, Spain. Under these Terms of Use, we may refer to Amadeus as "we", "our", or "us".

1. SCOPE

1.1 The Amadeus for Developers portal is divided in three main sections: (i) the general introduction of the portal, (ii) the Self-Service section and (iii) the Enterprise section. The Self-Service and Enterprise sections are themselves divided in two environments: Test and Production. These Terms of Use will cover your access to and usage of:

- (a) the general introduction of the portal and
- (b) the test environments of the Self-Service and Enterprise sections.

1.2 The Production environments of the Self-Service and Enterprise sections will be subject to either an addendum to these Terms of Use or specific terms and conditions, which we will communicate to you when you enter such sections. The scope of application of these Terms of Use is represented below:



1.3 Our (i) application programming interfaces (each an "API" and, together, the "APIs"), (ii) the files containing multiple data records (each a "Data File" and, together, the "Data Files"), (iii) any documentation related to the APIs (the "API Documentation") and (iv) any content made available to you through this Amadeus for Developers portal (the APIs, the Data Files, the API Documentation and this Amadeus for Developers portal, the "Materials") are made available by Amadeus subject to these Terms of Use. If you use the APIs as an interface to, or in conjunction with other Amadeus products or services, then the terms for those other products or services will also apply. In the event of any inconsistency between these Terms of Use and any additional terms applicable to a given API, such additional terms will prevail. Together, we refer to the Terms of Use set out herein, any terms provided for in the API Documentation, and any policies and guidelines that are applicable (which includes, if applicable, the additional terms and conditions for each API "Additional Terms and Conditions") as the "Terms". You agree to comply with the Terms and acknowledge that the Terms govern the relationship between you and us.

Your use of the Amadeus for Developers portal and the APIs is subject to these Terms of Use.

Other terms of use may apply if you use other Amadeus products and services.

1.4 For the purpose of these Terms, the Amadeus for Developers

portal means the web site located at developers.amadeus.com and its subdomains together with the information, API Documentation, APIs and Data Files made available at Amadeus' discretion through this portal.

2. REGISTRATION AND ACCEPTANCE

2.1 Registration.

2.1.1 Unless instructed otherwise by Us in writing, or unless you have instructed your contact in Amadeus to do so for you, in order to access the Amadeus for Developers portal, you must create an account linked to a valid e-mail address. You agree to provide accurate and up to date registration information. You shall inform Amadeus immediately of any change to such registration information. You are solely responsible for the accuracy of the information you provide when creating your account, for the security of your password and for any use, activities or actions taken under your account. If you become aware of any unauthorised access to or use of your account, you shall notify Amadeus immediately. If you provide access to your account or the Materials to third parties (whether natural or legal persons), you agree that you are responsible towards Amadeus for the actions or omissions of such third parties, without prejudice of any rights of ways of action available to Amadeus against such third parties.

You are responsible for the information you use for your registration and access to the portal, including if you allow someone to use your account on the portal.

2.1.2 You shall take all precautions necessary to prevent unauthorized access to the Materials.

2.1.3 If we assign you developer credentials (e.g. client IDs, passwords, token and keys) (the "**API User Identity**") for the use of part of all of the Materials, you must use them in accordance with their intended use. You will not misrepresent or mask either your identity when using the Materials or otherwise. You will keep your API User Identity confidential and use your best efforts to prevent and discourage other third parties from using your API User Identity.

2.2 Acceptance

2.2.1 You may not use the Materials and may not accept the Terms if you are either (i) not of legal age in your jurisdiction to enter into and form a binding contract with Amadeus; or (ii) a person barred from using or receiving the APIs under any applicable laws.

You must be old enough to access the portal. We will update these Terms of Use from time to time.

2.2.2 Amadeus may at any time modify the Terms by posting updated Terms on the Amadeus for Developers portal (the "**Updated Terms**"). Any Updated Terms shall automatically replace any previously existing set of Terms. We recommend that you regularly review and keep yourself informed of the applicable Terms. If any modification or amendment set out under the Updated Terms is unacceptable to you, then you should cease using the Materials. If you do decide to continue using the Materials, you will be deemed to have accepted the Updated Terms.

2.3 Subsidiaries and Affiliates

You agree that any subsidiaries or affiliates of Amadeus may provide the APIs to you or support the provision of the APIs to you on behalf of Amadeus and these Terms will also govern your relationship with such subsidiaries and/or affiliates (as the case may be). You however agree that any notice or

As Amadeus functions a group of multiple companies, some of these companies may be involved in the usage and maintenance of the

claim you may communicate in relation with these Terms or the Materials shall be directed to Amadeus as described in section 10.5 of these Terms of Use.

2.4 Other Person or Entity Acceptance

If you are using the APIs, Data Files and/or API Documentation on behalf of another person or entity, you represent and warrant that you have authority to bind that person or entity to the Terms (and all references to "you" in these Terms refer to that person or entity).

3. INTELLECTUAL PROPERTY AND CONDITIONS OF USE

3.1 Rights of Use

3.1.1 Subject to your continuous compliance with the Terms, Amadeus hereby grants to you a revocable at any time without cause, non-transferable, non-sublicensable, non-exclusive right, without financial counterpart, to access and use the APIs, API Documentation and Data Files available through the Amadeus for Developers portal in order to build your own software or applications (each an "Application" and together, the "Applications") for testing and prototyping purposes only .

3.1.2 All intellectual or industrial property or rights, registrable or otherwise, subsisting in the Materials or any other material made available through the Amadeus for Developers portal shall remain the exclusive property of Amadeus.

3.1.3 You agree to respond to any questions Amadeus may ask on your use of the Materials. Amadeus shall be free to use any responses you provide for any purpose, in any manner and under any form and without limitation or compensation to you of any kind.

3.2 Technical Limitations.

3.2.1 We may set, enforce and advise you of limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of end users you may serve) at our sole discretion. You agree to adhere to and respect such limitations.

3.2.2 Modification and Evolution. We may, without any obligation, without cause and without prior notice, make available updates, new APIs or other changes to the Materials (whether such Materials are created and/or owned by Amadeus or third parties). Such changes will be part of the Materials and will be governed by the Terms then in effect.

3.3 Prohibitions

When using the Materials, you will not (and will ensure those acting on your behalf do not) directly or indirectly:

- (a) use the Materials for commercial purposes under any circumstances, unless an agreement explicitly covering such commercial use is agreed between Us and you. The restriction in the previous sentence does not restrict your ability to (i) demonstrate the use of our APIs through your Application at prototyping events, (ii) publish a free, open-source library to facilitate the use of our APIs (where the library code may be published on a publicly-available revenue generating site) or (iii) use our APIs through your Application to support a request for product funding, provided that any such use does not breach any

portal. Amadeus IT Group S.A. will remain your primary counterpart.

If you use the portal on the behalf of someone else (eg. your employer), that person will be subject to these Terms of Use.

We give you a free access to the APIs under the conditions of these Terms of Use.

All the materials you can access on the portal are Amadeus' property.

As your use of the portal is free, there may be some limitations on how you can use it.

We regularly update the portal and the changes are subject to these Terms of Use.

As your use of the portal is free, you cannot use the portal or its content for commercial purposes, unless we explicitly say otherwise.

You can however use the materials in the cases described.

confidentiality obligations in Section 5.

- (b) Sublicense, publish, make available, sell or otherwise distribute the Materials, in whole or in part, to a third party or create any Application that functions substantially in the same manner as the APIs and offer it for use by third parties;
- (c) perform an action that introduces or with the intent of introducing to our systems, products or services any viruses, worms, defects, Trojan horses, malware, or any items that may interfere with, impair, disrupt, destroy or adversely affect any of Amadeus' products or services, Amadeus customers and their businesses, or the networks or servers providing the Amadeus' products or services, including but not limited to denial of service attacks;
- (d) promote or facilitate unlawful activities, including online gambling, spamming, or disruptive commercial messages or advertisements;
- (e) reverse engineer, decompile, disassemble or attempt to extract the source code from the Materials or any related software, to the extent permissible at law;
- (f) scrape, data mine, build databases, or otherwise create permanent copies of the Materials, or keep cached copies longer than permitted by the cache header;
- (g) remove, obscure, or alter any of our Terms or any links to or notices of those Terms;
- (h) modify, revise, improve, upgrade, enhance and/or create derivative works of the Materials, for any purpose, including error correction or any other type of maintenance;
- (i) remove, obscure or alter any notice of any Amadeus trademark, service mark, or other intellectual or industrial property or proprietary right on, or otherwise misrepresent the source or ownership of, the Materials or elsewhere;
- (j) use the Materials to create any Applications that violate the terms of any laws, ordinances, or regulations, including applicable data privacy laws;
- (k) use any automatic device, software, application, program, 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 products or services;
- (l) Sell or offer to sell, allow any third party to use, pass off as belonging to the other party, claim ownership to, and/or challenge, contest, jeopardize or seek to in any way to invalidate or adversely affect any of the intellectual or industrial property or rights, registrable or otherwise, existing in the Materials.

Your access to the portal and its content is limited to you. You cannot provide that content to anyone else.

You must make sure that you do not put the functioning and security of the portal or our systems at risk.

You must not use the portal for illegal purposes.

You must not copy the portal or its content.

You must not modify the portal or its content

3.4 Compliance with Law

You agree to comply with all applicable laws, regulations, and third party rights (including without limitation laws regarding the import or export of data or software, applicable data protection legislation, and other local laws).

4. APPLICATIONS

4.1 Usage Monitoring

You agree that we may monitor your use of the Materials to ensure quality, improve our products and services, and verify your compliance with the

As we want to improve the portal and our products and services, we may check from time to time your usage of the portal.

Terms. This monitoring may include us accessing and using your Applications (for example to identify security issues that could affect us or our users). You will not interfere with this monitoring. We may use any technical means to overcome such interference.

4.2 Security

- 4.2.1 You will ensure that any Application will be secure and that you will take the appropriate security measures to protect any information including personal data as that term is defined under applicable law (“**Personal Data**”) collected by the Application
- 4.2.2 You agree to not perform security research on our or our affiliate systems via the access to the Amadeus for Developers portal. Should you discover any potential vulnerability through normal use, you agree to promptly disclose such findings to us at vulnerabilities@amadeus.com and you agree not to disclose such findings to third parties.
- 4.2.3 You will use your best efforts to ensure that your use of the Materials does not create or make available any potential vulnerability of Amadeus networks, systems, products or services.
- 4.2.4 You understand and agree that the collection and/or processing of credit card or other similar information by you, your company (if applicable) or your Applications may be subject to compliance with PCI-DSS standards. Amadeus does not control such compliance and disclaims any and all liability for your failure to comply with such standards.

4.3 Privacy

- 4.3.1 You will ensure that your Applications will comply with all applicable data protection legislation and provide the end user with a clear user agreement and privacy policy. The privacy policy must meet applicable legal standards and accurately describe what user information you collect and how you use, store and share such information (including for advertising) with us and third parties. The user agreement and privacy policy must be prominently identified and located where users download or access your Applications. You are responsible for obtaining any necessary consent or license from users of your Application or any third party for the collection, processing and use of their data (including Personal Data) through your Application.
- 4.3.2 You will use your best efforts to protect user information collected by your Application, including Personal Data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.
- 4.3.3 Amadeus does not exercise any control over and disclaims and all liability arising out or in connection with your collection, use and processing of data you collect through the Application.
- 4.3.4 We may use information submitted by you on the Amadeus for Developers portal or through the use of APIs in accordance with our Privacy Policy and as set out herein.

You must make sure that your interactions with the portal preserve the security of the portal.

You must make sure that you protect personal data you have and use it only as allowed by law.

5. CONFIDENTIALITY

5.1 The following information shall be considered **“Confidential Information”**:

- (a) The Materials;
- (b) any materials, communications, and information that are marked “confidential” or “proprietary” or, if disclosed orally, indicated as confidential at the time of disclosure; or
- (c) any other information that is treated as confidential by us and would reasonably be understood to be confidential, whether or not so marked.

5.2 You will not copy, reproduce (except as reasonably necessary for the purpose described in section 3.1.1). of these Terms of Use), publish, disclose, sell, assign, lease, sub-license, transfer, encumber or suffer to exist any lien or security interest on, nor allow any person or corporation to copy, reproduce or disclose, in whole or in part, the Confidential Information both during the time in which these Terms are in force and thereafter.

5.3 You shall treat the Confidential Information as strictly confidential during the time for which these Terms are in force and thereafter (to the extent permitted by law). You may only disclose Confidential Information when required to do so by applicable law but shall provide us reasonable prior notice, unless such applicable law does not allow any such notice. In case of such legally required disclosure and to the extent authorized by applicable law, you shall authorize us and assist us in pursuing any legal action necessary to preserve the confidentiality of Confidential Information.

5.4 The obligations set out in respect of Confidential Information shall not apply to any information that you can demonstrate was:

- (a) Already lawfully known to or independently developed by you prior to access to or use of the Confidential Information;
- (b) Received by you from any third party not subject to any confidentiality restrictions; and/or
- (c) Publicly and generally available, free of any confidentiality restrictions.

5.5 You shall restrict disclosure of Confidential Information to your employees and officers on a “need-to-know” basis and ensure that those in receipt of any Confidential Information are bound by written confidentiality obligations no less restrictive than those set out herein.

6. MATERIALS

6.1 Materials Accessible Through our APIs

6.1.1 The Materials are made available to you by Amadeus at no charge. You acknowledge that we may remove, edit or otherwise modify the Materials or any portion or feature of the Materials or accessible through the Materials or suspend, restrict or terminate your access to any or all of the Materials for any or no reason and at any time without liability or other obligation to you.

6.1.2 The Materials may contain some third party content. Amadeus is not responsible for the creation, use or distribution of this content. We reserve the right to review such third party content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display such content without notice and without cause. Your access to any third party content

The contents of the portal are confidential, you must not disclose them to third parties unless we authorize you to do so (including in these Terms of Use).

You must protect the confidential information we disclose to you.

As your access to the Test environment of the portal is free of charge, we can modify the portal or restrict access to it at any time.

If some content coming from other companies than Amadeus is included in the portal, we are not responsible for that content.

provided by the API may therefore be restricted, limited, or filtered in accordance with the Terms, any applicable law, regulation, or policy.

- 6.1.3 You acknowledge that we may restrict your ability to access and use the Materials for your Applications, or the ability for your Applications or the users of such Applications to access the Materials in certain markets, in our sole discretion.

6.2 Submission of Materials and information

- 6.2.1 Certain of the APIs that are made available to you will allow the submission of content and information by you. You acknowledge that such content submitted through our APIs may be shared, read or modified with and by other users of the API or the Amadeus for Developers portal. If you submit any content and information through your use of the APIs, you represent and warrant that you are responsible for the use of such content and information and that you have all necessary rights, consents or licenses (including if required by opt-in) to use and submit such content and information. You grant us, a perpetual, irrevocable, worldwide, sub-licensable, transferable, royalty-free, and non-exclusive license to use, host, store, modify, communicate, and publish any such content and information for the purpose of providing, securing, and improving the APIs (and any related services) in accordance with our applicable privacy policies.

- 6.2.2 We do not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Application, except as expressly provided in the Terms.

7. BRAND FEATURES

7.1 Publicity

You will not make any statement regarding your use of the Materials yourself, your affiliates, any or all Applications or any third parties which suggests agency, partnership with, sponsorship by, or any form of endorsement by us without our prior written approval.

7.2 Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and our associated products, we may produce and distribute incidental depictions, including screenshots, video, or other content from your Application, and may use your company or Application or product name. You grant us all necessary rights for the above purposes.

8. TERMINATION

8.1 Termination

- 8.1.1 You have the right to stop using our APIs at any time without prior notice to us.

- 8.1.2 We may: terminate these Terms for any reason (including a breach by you of these Terms) and at any time without notice, liability or other obligation to you.

8.2 Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API for any reason, you will immediately stop using the API, cease all use of the Amadeus Brand Features, and delete any cached or stored Materials that was permitted by the cache header under Section 6 (Materials). We

The portal is to some extent a shared environment between the users.

You must not use our brands and logos publicly, or say publicly that we endorse you or your products.

If you stop using the portal or we restrict you from using the portal, you must delete any content coming from the portal you have stored.

may independently communicate with any account owner whose account(s) are associated with your Application and developer credentials to provide notice of the termination of your right to use an API.

8.3 Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 5 (Confidentiality), 6 (Materials), 8 (Termination) and 10 (General Provisions).

9. WARRANTY AND LIABILITY

9.1 Warranties

9.1.1 The access provided to the Materials is provided as is and, to the extent permitted by law, is provided without any warranties, guarantees, conditions, representations, and undertakings of any kind. We do not warrant that the Materials or any other items provided hereunder will meet your requirements or that your access or use of the same will be uninterrupted, error free, non-infringing or completely secure. You shall be solely responsible for your use of the Materials or any other materials provided, received or otherwise delivered through the APIs and/or Amadeus for Developers portal, including for quality and performance and for accuracy or quality of any information transmitted,.

9.1.2 Access provided to the Materials may be dependent on Amadeus third party service providers (each a "**Third Party Provider**"). Amadeus is not responsible for (and assumes no liability for) the services, products or any acts or omissions of any Third Party Provider including any failure of a Third Party Provider which impacts your access and use of the Materials.

9.2 Limitation of Liability

We, and our subsidiaries and affiliates, will not be liable to you for any direct, indirect, special, consequential and/or punitive losses or damages related to these Terms and/or the Materials whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, our liability will be limited to the fullest extent permitted by applicable law.

9.3 Indemnity

To the extent permitted by law, you will fully indemnify us, and our affiliates, directors, officers, employees, and users, against all liabilities, costs, expenses, obligations, losses, damages, fines, penalties or judgements in connection with:

- (a) your misuse of the APIs;
- (b) your failure to comply with any of the Terms;
- (c) your breach of any applicable law, regulation, decree or other legislation;
- (d) any claim or action against us or our affiliates or subsidiaries from a third party arising out of or in connection with your use or access to the Materials or your use, access or disclosure of data accessed through the Materials;
- (e) any content submitted to our APIs through your or your Applications use of our APIs.

Once your use of the portal is over, some of the obligations from these Terms of Use may still apply.

The portal and its content is made available to you without warranty.

As the portal is made available to you free of charge, we do not take responsibility in case of damages during the use of the portal.

As the portal contains some valuable content and is an important platform for our business, you must compensate us if you cause damages to us or if your actions cause us to have to pay sums to third parties.

10. GENERAL PROVISIONS

10.1 Transfer

- (a) We may transfer our rights and obligations under the Terms to any third party.
- (b) You may only transfer any or all of your rights or your obligations under the Terms to a third party if we agree to this in writing.
- (c) No third party has any rights under these Terms. The Terms govern the contractual relationship between you and us.

10.2 Severability

If any provision or part of any provision of the Terms is held by any court or other competent authority to be void or unenforceable in whole or part, such void provision shall be deemed to be replaced by an enforceable provision with the closest effect possible to the original provision and this Agreement shall continue to be valid with respect to the other provisions and the remainder of the affected provisions.

10.3 Governing law

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms, its subject matter or formation or the Materials shall be governed by and construed in accordance with the laws of England and Wales, excluding the application of conflicts of laws principles.

10.4 Jurisdiction

You agree, for the sole benefit of us that, the courts of London, England shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) you may have against us, our affiliates or subsidiaries arising out of or in connection with the Terms, its subject matter or formation or the Materials. Nothing in this Section 10.4 shall limit our right to take proceedings against you in any number of other courts of competent jurisdiction (including arbitration courts), whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

10.5 Contact and notices

You can find more information regarding the Materials on the Support page and may contact us through such Support page should you wish to contact us in relation with the Materials or the Terms.

Any legal notices to us must be addressed in English to Amadeus IT Group S.A., c/. Salvador de Madariaga 1, 28027 Madrid, Spain, Attn: Legal Department.

These Terms of Use are subject to English law.

A dispute between you and us will be settled or brought before the courts of London, United Kingdom.