

## AMADEUS SMART TRIP FOR OUTLOOK

**PLEASE READ CAREFULLY BEFORE ACCESSING AND DOWNLOADING THE APPLICATION FROM THIS WEBSITE.**

This end-user licence agreement ("EULA") is a legal agreement between you ("End-user" or "you") and Amadeus IT Group S.A. of C/Salvador de Madariaga 1, 28027 Madrid, Spain ("Amadeus", "us" or "we") for:

The "AMADEUS SMART TRIP FOR OUTLOOK" Application software, the services which are accessible through the software, and the associated media (the "APP") and any documents that we make available to you in relation to the Application ("Documents").

**System requirements** In order to access the services which are accessible through the Application, you will require an activation in your Amadeus cytric Travel & Expense system and a dedicated login. You can find it in your cytric personal user profile where you can also revoke your credentials if necessary. If you wish to receive additional information about this product or its usage please contact the central support of your cytric system provider by e-mail.

### **Important notice:**

By accessing and downloading the Application you agree to the terms of this EULA which will bind you. The terms of this EULA include, in particular, the privacy policy defined in condition 1.5 and limitations on liability in condition 5.

If you do not agree to the terms of this EULA, we will not grant you the right to use the Application and Documents and you must stop accessing and downloading the Application now.

This EULA will cease to apply when you cease to use the Application.

Nothing in this EULA affects your consumer rights for a solution or documents that are defective.

**You should print a copy of this EULA for future reference.**

You agree as follows:

### **1. Acknowledgements**

- 1.1 The terms of this EULA apply to the Application or any of the services accessible through the Application ("Services"), including any updates or supplements to any of them, unless they come with separate terms, in which case those terms apply.
- 1.2 We may change the terms of this EULA at any time, provided that such change does not reduce your rights under these terms or is required by law. We will notify you of the change with details of the change or notify you of a change when you next access the Application. You may be required to read and accept the new terms to continue your use of the Services. If you do not wish to accept the new terms, you can stop using the Application to end this EULA.
- 1.3 From time to time updates to the Application may be issued by us. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the Application and accepted any new terms as further described in clause 1.2.

- 1.4 You will be assumed to have obtained permission from the owners of the Devices that are controlled, but not owned, by you to access and download a copy of the Application onto the Devices (and to access any Services). You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the Application or any Service on or in relation to any Device, whether or not it is owned by you.
- 1.5 By using this App, data may be transferred through this App between your local machine and your Amadeus cytric Travel & Expense Installation. Such data may contain your Name, Address and travel related data such as booked flights and hotels. Amadeus will only use such data to fulfil the services as provided herunder. The Application itself will not store any data. All data will be stored either in your local software installation or your Amadeus cytric Travel & Expense Installation. The terms of the privacy policy for your cytric Travel & Expense service can be found on the access site to your Amadeus cytric Travel & Expense Installation which has been communicated through your Amadeus cytric Travel & Expense provider ("Privacy Policy").

Additionally, by using the Application or any of the Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Application or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

- 1.6 The Application or any Service may contain links to other third-party websites ("Third-party Sites"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content. You will need to make your own independent judgement regarding your interaction with any operators of Third-party Sites, including the purchase and use of any products or services accessible through them.

## 2. **Grant and scope of right to access and use**

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a personal, non-transferable, non-sublicensable, non-exclusive right to access and use the Application and the Services on the Devices and to access and use the Documents, subject to the terms of this EULA. We reserve all other rights.
- 2.2 The Application and Services are provided to allow you to determine the availability of travel-related goods and services and to check information on bookings and reservations concerning you or another person for whom you are authorised to act, and for no other purposes (including commercial purposes) (the "Purpose").
- 2.3 You may:
- (A) view, use and display the Application and Services on the Devices for the Purpose only; and
  - (B) use the Documents for the Purpose only.

## 3. **Licence restrictions**

- 3.1 Except as expressly set out in this EULA or as permitted by any local law, you agree:

- (A) not to modify, adapt, reverse engineer, decompile, disassemble or otherwise discover the source code of any software or documentation comprised in the Application, Documents or Services;
- (B) not to rent, sell, lease, sub-license, distribute, assign, copy or in any way transfer the Application, Documents or Services (including the underlying software in the Application or Services);
- (C) not to use the Application, Documents or Services in contravention of any requirements notified to it by us;
- (D) not to use any automated system or software to extract data from the Application, Documents or Services for commercial purposes (such as screen scraping);
- (E) to use the Application, Documents and Services in a lawful and non-defamatory manner;
- (F) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- (G) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Application, Documents or any Service,

together "Licence Restrictions".

#### 4. **Intellectual property rights**

- 4.1 You acknowledge that all intellectual property rights in the Application, the Services and the Documents anywhere in the world belong to us or our licensors, that rights in the Application, the Services and the Documents are licensed (not sold) to you, and that you have no rights in, or to, the Application, the Services, the Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA.
- 4.2 You acknowledge that you have no right to have access to the Application in source-code form.

#### 5. **Limitation of liability**

- 5.1 You acknowledge that the Application has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Application as described in the Documents meet your requirements. To the extent permitted by law, we disclaim liability for information made available by third parties through the Services.
- 5.2 We only supply the Application and Documents for the Purpose. As you agree not to use the Application or Documents for any commercial purposes, we have no liability to you under or in connection with this EULA (including in connection with your use of any Services) whether in contract, tort (including negligence) or otherwise for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 5.3 Our maximum aggregate liability under or in connection with this EULA (including in connection with your use of any Services) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the greater of EUR 50 (fifty Euros) or the

amounts paid by you to us under this EULA. This does not apply to the types of loss set out in condition 5.4.

5.4 Nothing in this EULA shall limit or exclude our liability for:

- (A) death or personal injury resulting from our negligence;
- (B) fraud or fraudulent misrepresentation; and
- (C) any other liability that cannot be excluded or limited by applicable law.

## 6. **Termination**

6.1 We may terminate this EULA immediately by written notice to you if you:

- (A) commit a material breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
- (B) breach any of the Licence Restrictions.

6.2 On termination of this EULA for any reason:

- (A) all rights granted to you under this EULA shall cease; and
- (B) you must immediately cease all activities authorised by this EULA; and
- (C) you must immediately delete or remove the Application from all Devices and immediately destroy all copies of materials accessed using the Application and copies of Documents then in your possession, custody or control and, upon request from us, certify to us that you have done so.

## 7. **Communication between us**

7.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by post to Amadeus IT Group S.A., C/Salvador de Madariaga 1, 28027 Madrid, Spain, marked for the attention of: Distribution Product Management.

7.2 If we have to contact you or give you notice in writing, we will do so through the Application or by email.

## 8. **Events outside our control**

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control ("Event Outside Our Control").

8.2 If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:

- (A) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended to allow for the impact of the Event Outside Our Control on our ability to perform our obligations; and

- (B) we will attempt to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.

9. **Other important terms**

- 9.1 Any words in this EULA which follow the terms **including, include, in particular or for example** or any similar phrase shall be read as illustrative and shall not limit the general nature of the related general words.
- 9.2 You agree that we may transfer our rights and/or obligations under this EULA to another organisation, but only if this will not prejudice your rights under this EULA. If we wish to transfer our rights and/or obligations under this EULA to another organisation in such a way as would prejudice your rights under this EULA, we may not do so without your consent.
- 9.3 You may only transfer your rights or obligations under this EULA to another person if we agree that you may do so in writing.
- 9.4 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 9.5 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.6 Please note that this EULA, its subject matter and its formation, are governed by English law if applicable. Otherwise the laws of the country in which you acquire the Application shall apply.