

# Change Control Policy

Amadeus Hospitality

# Change Control Policy

This “**Change Control Policy**” sets forth the processes and procedures that the Parties will follow when proposing and implementing any change to a Service Order (a “**Change**”).

Capitalized terms used herein but not defined will have the meaning assigned to them in the governing agreement between Amadeus and Customer (“**Agreement**”). If there is any inconsistency between this Change Control Policy and the Agreement, the Agreement will control.

## 1. Change Control Process

- a. Generally. The Parties agree that the process for agreeing and implementing any Change will be in accordance with the Change Control Process set out in this Section.
- b. Process for Agreeing to Changes. If either Party proposes a Change, the Party who requests the Change will submit to the other Party a “**Change Proposal**” using the template set forth in **Appendix A** hereto, which will include the following:
  - i. Project identification;
  - ii. Originator’s name and title;
  - iii. The date of the Change Proposal;
  - iv. A description of the proposed Change; and
  - v. The reason for the proposed Change.
- c. Amadeus will make reasonable efforts to investigate the impact of the Change Proposal on any applicable timetables and costs. This activity will be referred to as the “**Impact Study**.” Prior to undertaking the Impact Study, Amadeus reserves the right to charge Customer for the associated costs of the Impact Study. If Customer elects to proceed with the Impact Study, such costs will be payable by Customer in advance for Amadeus to commence; provided that if Customer and Amadeus execute a Change Order for this Change Proposal, the cost of the Impact Study may be credited against amounts payable as part of the cost of the Change Order.
- d. Neither Party will be obligated to agree to a Change Proposal originated by the other Party. If either Party is unwilling to accept a Change suggested by the other (or any material term of any Change Proposal), then the Parties agree to escalate the matter within their respective organizations to senior levels of management with the goal of resolving the matter. If the Parties are still unable to mutually agree on a Change Proposal, then the applicable Service Order will remain unchanged.
- e. Course of conduct cannot lead to an enforceable implied Change unless it is documented in a mutually executed Change Order. Customer may not require Amadeus to provide any services or deliverables other than the Services agreed upon in the applicable Service Order in the absence of an executed Change Order.

## 2. Effectiveness of a Change

- a. If a Change Proposal is accepted by both Parties, such Change Proposal will be deemed a “**Change Order**” upon execution by authorized representatives of each Party.
- b. Except as expressly stated otherwise therein, each Change Order will be subject to the terms and conditions of the Agreement. In the event of any conflict between the terms of the Change

Order and the Agreement, the terms of the Agreement will govern unless expressly agreed otherwise in the Change Order.

- c. Amadeus will implement and perform each Change Order in accordance with its terms, the applicable Charges will be adjusted as agreed upon in the Change Order, the Services will be considered changed as set forth therein, and any new services agreed upon therein will thereafter be deemed “Services” and will be subject to the Agreement.

Amadeus reserves the right to amend, alter, or modify the Change Control Policy at any time. Amadeus may deliver notice of such updated Change Control Policy to Customer via e-mail or through the Subscription Services. Customer’s continued access to and use of the Subscription Services following issuance of such updated Change Control Policy shall constitute Customer’s acceptance thereof.

## Appendix A Change Order Template

| Details of Change Order                                  |  |
|--|--|
| <b>Change Title</b>                                      |  |
| <b>Service Order Subject to Change ("Service Order")</b> | Except as expressly modified herein, all terms of the Service Order will remain in full force and effect.  |
| <b>Change Number</b>                                     |  |
| <b>Description of Change</b>                             |  |
| <b>Modification and/or Waiver of Impacted SLAs</b>       |  |
| <b>Timing Impact of Change (e.g., milestones)</b>        |  |
| <b>Cost of Change</b>                                    | Except as expressly stated otherwise in this Change Order, the fees and expenses set forth herein are in addition to the Charges specified in the Service Order. |
|  |  |
| Authority to Proceed                                     |  |
| <b>Change Proposal Date</b>                              |  |
| Customer Approval  |  |
| <b>Signature</b>   |  |
| <b>Printed Name</b>                                      |  |
| <b>Date</b>  |  |
| Amadeus Approval   |  |
| <b>Signature</b>   |  |
| <b>Printed Name</b>                                      |  |
| <b>Date</b>  |  |