

Data Processing Agreement (“DPA”)

between

_____ - the “Customer” as indicated on any agreement for Services from Amadeus

Address: ...

And

TravelClick, Inc. (“Amadeus”)

Address: 75 New Hampshire Ave, Portsmouth, NH 03801, USA

each a “party”; together “the parties”,

Data Processing Agreement

The Customer acknowledges and agrees that it will be acting as the Data Controller of Personal Data Processed by Amadeus as a consequence of the provision of Services under the Agreement(s) between the Parties as amended from time to time, and Amadeus will be acting as Data Processor. Notwithstanding the foregoing, Amadeus shall be the Data Controller in respect of activities relating to the administration of the commercial relationship between it and the Customer (e.g., invoicing Customer).

1. DEFINITIONS

For the purpose of this Data Processing Addendum, ‘**Data Controller**’ means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data; ‘**Data Processor**’ means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Data Controller; ‘**Subprocessor**’ means any processor engaged by Amadeus in the Processing of Personal Data; ‘**Data Protection Laws**’ shall mean all applicable laws and legally binding regulations relating to the Processing of Personal Data, data protection, and privacy and/or legally binding regulations implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them; ‘**Personal Data**’ means any information relating to an identified or identifiable natural person (‘**Data Subject**’) including all data or information that constitutes personal information, personal data, sensitive personal information, personally identifiable information or similar term under any applicable Data Protection Laws; ‘**Processing**’ means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2. SUMMARY OF PROCESSING

The purpose for Amadeus Processing the Personal Data is Amadeus's provision of the Services to the Customer. This Processing includes such activities as specified in the Service Order(s) or as otherwise necessary to perform the obligations and Services set forth therein and which shall in particular determine the duration and the subject-matter of the Processing, the nature and purpose of the Processing, the type of Personal Data and the categories of Data Subjects to which the Personal Data relates, as further detailed in Annex 1.

3. OBLIGATIONS OF AMADEUS AS DATA PROCESSOR

- 3.1** Amadeus shall only Process the Personal Data in accordance with the Customer's instructions. These instructions will be as set out in the Agreement and this Data Processing Addendum, which is deemed to include any action to perform its obligations or to provide the Services licensed pursuant to the Agreement, and further to any other documented instruction provided by the Customer, except to the extent that any legal requirement prevents Amadeus from complying with such instructions or requires the Processing of Personal Data other than as instructed by the Customer. Amadeus will inform Customer if, in its opinion, an instruction infringes any Data Protection Laws, as permitted by applicable Data Protection Laws. Customer acknowledges that in the provision of the Services under the Agreement Amadeus may transfer Personal Data in accordance with applicable Data Protection Legislation.

3.2 The Customer agrees that Amadeus may hire other companies to provide Processing Services on its behalf, provided that Amadeus complies with the provisions of this clause. Amadeus has a general authorisation from the Customer to engage Subprocessors from an agreed list. Amadeus remains responsible for its Subprocessors' compliance with the obligations of this Data Processing Addendum and the Agreement as applicable. Any Subprocessor to whom Amadeus transfers Personal Data will have entered into written agreements with Amadeus requiring that the Subprocessor abide by terms in substance that provide for the same data protection obligations as this Data Processing Addendum, as applicable. Amadeus shall inform Customer of any changes to the Subprocessors used in Processing of Personal Data made after the Effective Date of this Data Processing Addendum by notifying Customer.

If Customer, acting reasonably, objects to the use of a Subprocessor, Customer may notify Amadeus promptly in writing within fourteen (14) calendar days after receipt of Amadeus notice in accordance with paragraph above providing details of its objections. Amadeus shall use reasonable endeavours to resolve the reasons for Customer's objections or to procure use of a different Data Processing Subcontractor.

If Amadeus is unable to or fails to resolve the reasons for Customer's objections or to procure use of a different Data Processing Subcontractor within a reasonable period of time, Customer may terminate the Services which cannot be provided by Amadeus without the use of the Data Processing Subcontractor to which Customer objects by providing written notice to Amadeus, provided Customer will not be entitled to claim damages in respect such termination.

3.3 Amadeus shall Process Personal Data subject to appropriate technical and organizational measures against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with Data Protection Laws as more fully described in this document.

3.4 Amadeus shall use personnel authorized by Amadeus to access the Personal Data who are subject to a duty of confidentiality in respect of the Personal Data.

3.5 Amadeus shall, at the choice of the Customer, delete or return all Personal Data to the Customer after the end of the Processing of Personal Data under the Agreement and in accordance with the terms of the Agreement, unless Amadeus is required to retain the Personal Data by applicable law.

3.6 Where Amadeus processes Personal Information as a Service Provider under the California Consumer Privacy Act, as amended and replaced (“CCPA”), the following shall apply:

3.6.1 For purposes of this Section 3.6.1, the terms “**Service Provider**,” “**Business**,” “**Business Purpose**,” “**Commercial Purpose**,” “**Collect**,” “**Personal Information**,” “**Process**” and “**Sell**” shall have the meanings set forth in the CCPA.

3.6.2 **Service Provider Obligations and Restrictions.** The parties agree that Amadeus is a Service Provider to Customer with respect to Personal Information Processed by Amadeus.

3.6.3 As a Service Provider, Amadeus will not retain, use, Sell, or disclose the Personal Information for any purpose other than for the specific purpose of performing the services specified in the Service Order, including retaining, using, Selling or disclosing the Personal Information for a Commercial Purpose other than providing the services specified in the Service Order.

- 3.6.4 As a Service Provider, Amadeus will not retain, use, Sell, or disclose Personal Information outside of the direct business relationship between the parties except under the following limited circumstances:
- a) To perform services on behalf of Customer for a Business Purpose as specified in the Agreement or applicable Service Order;
 - b) To retain and employ a Sub-Processor that meets the requirements for a Service Provider under the CCPA.
 - c) For internal use by Amadeus to build or improve the quality of its services, provided that the use does not include building or modifying household or consumer profiles, or correcting or augmenting Personal Information acquired from another source.
 - d) To detect data security incidents or protect against fraudulent or illegal activity.
 - e) To collect, use, retain, sell, or disclose Personal Information that is deidentified or aggregated information.
 - f) As otherwise permitted by applicable law, including, compliance with federal, state, or local laws; compliance with a civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by federal, state, or local authorities; cooperating with law enforcement agencies concerning conduct or activity that Amadeus reasonably and in good faith believes may violate federal, state, or local law; exercising or defending legal claims.

3.6.5. Amadeus certifies that it understands the restrictions under this Section 3.5 and will comply with them.

4. ASSISTANCE

4.1 Amadeus shall:

- (a) inform Customer of any requests or queries from a Data Subject, regulatory authority or any other law enforcement authority regarding Processing of Personal Data under the Agreement and this Data Processing Addendum and provide Customer with any information and assistance that may reasonably be required to respond to any such requests or queries;
- (b) assist the Customer with its obligations to comply with Articles 32 to 36 of the applicable Data Protection Laws taking into account the nature of processing and the information available to Amadeus;
- (c) notify Customer without undue delay on becoming aware of any Security Incident leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Amadeus in connection with the Agreement and this Data Processing Addendum; and
- (d) make available to Customer information reasonably necessary to demonstrate compliance with Amadeus's Personal Data Processing obligations under the Agreement and this Data



Processing Addendum. If Customer, acting reasonably, considers that Amadeus has not provided sufficient evidence of its compliance, Customer must notify Amadeus in writing providing evidence of such concerns, and Amadeus shall use reasonable endeavours to resolve Customer’s concerns. If Amadeus is unable to resolve Customer’s concerns, Customer may, as required under Data Protection Laws, audit Amadeus’s control environment and security practices relevant to the Personal Data Processed under the Agreement and this Data Processing Addendum for Customer. Any audits conducted by Customer or a mutually agreed upon third party auditor pursuant to this provision shall be subject to: the execution of an appropriate confidentiality agreement with Amadeus, compliance with Amadeus’s on-site or other applicable security policies and the following conditions: unless required or otherwise requested by a regulator: (i) audits shall be limited to once annually; (ii) audits will be carried out during normal working hours, without disturbing business operations; (iii) Customer will provide at least thirty (30) days prior written notice; and (iv) a Customer will provide Amadeus with a copy of the audit report.

4.2 Amadeus reserves the right to charge Customer a reasonable fee for the assistance provided by Amadeus under **Section 4.1**.

5. **General Terms**

5.1 **Precedence.** The provisions of this Data Processing Addendum are supplemental to the relevant Agreement. In the event of inconsistencies between the provisions of this Data Processing Addendum and the provisions of the relevant Agreement the provisions of this Data Processing Addendum shall prevail.

5.2 **Compliance with Data Protection Laws.** Each Party to this Data Processing Addendum shall comply with Data Protection Laws as applicable to such Party.

Customer

Amadeus

Name:.....

Name: Meghan Norwood – Global head of operations

Authorised Signature:

Authorised Signature: 

Date:.....

Date:.....

ANNEX 1 | Details of the processing of personal data

<i>Categories of data subjects whose personal data is transferred</i>	Customer's hotel guests.
<i>Categories of personal data transferred</i>	Guest information: First and last name; email address; position salutation, last name, first mail, title, email, company, address 1, address2, city, state, postal code, country, phone, frequent guest id, initial_, phoneday, phoneevening, rawstreetaddr, lastupdate, users, unsubscribe, gsource, groupconame, birthdate, corpid, frequent_guestid, lastccno, contacttitle, contactfirstname, contactlastname, contactemail, airtravelerid, cartravelerid, guest profile, IP, tracking technology and IDs (e.g. cookies, pixels, hashed identifiers, universal identifiers, etc.) – as applicable. Payment information (if applicable): credit card type, credit card number, expiration date, name on card, billing address 1, billing address 2, billing city, billing country, billing state, billing postal code, billing code.
<i>Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.</i>	The personal data transferred does not concern nor require to provide the services no special categories of data
<i>The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).</i>	Continuous basis
<i>Nature of the processing</i>	Processing of the Customer data for the provision of the services described in the service agreement between the processor and the controller
<i>Purpose(s) of the data transfer and further processing</i>	Provision of the services described in the service agreement between the processor and the controller
<i>The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period</i>	Service provision Term (or as long as required under applicable laws).

ANNEX 2 | Security Measures*

Description of the technical and organisational security measures implemented by Amadeus:

1. Governance
 1. Corporate security department
 2. Dedicated security personnel
 3. Corporate security policy and procedures
 4. Corporate change management process
2. Infrastructure
 1. Network based IDS (intrusion detection systems)
 2. 3-tier architecture
 3. Centralized event logging
 4. Server hardening processes and build standards
 5. Anti-Virus infrastructure
3. Audit / Compliance
 1. PCI DSS yearly certification.
 2. Monthly vulnerability scans (Internet facing servers)
 3. Yearly penetration testing
 4. Internal audits (users, systems, security controls)
 5. Policy and procedure review annually
4. Vendor Management
 1. Current vendor support agreements

* This is a generic description for Amadeus and is subject to changes. To confirm product specific technical and organizational measures regarding a particular service please reach your account manager.