**Data Processing Agreement ("Data Processing Agreement")**

between

_____ - *the "Customer" as indicated on any agreement for Services from TravelClick, Inc. ("Amadeus")*

Address: …

And

**Amadeus**

Address: 55 West, 46th Street, 27th Floor, New York, USA

each a "party"; together "the parties",

**Data Processing Agreement**

The Customer acknowledges and agrees that it will be Data Controller of Personal Data Processed by Amadeus a consequence of the provision of services under the agreement(s) for services between the parties as amended from time to time (the 'Services' and the 'Agreement') and Amadeus will be acting as Data Processor. Notwithstanding the foregoing Amadeus shall be Data Controller in respect of activities relating to the administration of the commercial relationship between it and the Customer such as invoicing and business development. The provisions of this Data Processing Agreement shall not apply to Personal Data which Amadeus processes as Data Controller.

1.      Definitions

        For the purpose of this Data Processing Agreement, '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;  'Data Processing Subcontractor' means any processor engaged by Amadeus in the processing of Personal Data; 'Data Protection Legislation' shall mean all applicable laws and regulations relating to the processing of Personal Data and privacy and/or regulation 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') processed by Amadeus as Data Processor in relation to provision of the Services; and '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 description 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 natural persons 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 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. Customer acknowledges that in the provision of the Services under the Agreement Amadeus may transfer Personal Data in accordance with any Data Protection Legislation applicable to Amadeus.

3.2     The Customer agrees that Amadeus may hire other companies to provide limited 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 Data Processing Subcontractors in the Processing of Personal Data. Any such Data Processing Subcontractors will be permitted to Process Personal Data only to deliver the services Amadeus has retained them to provide, and they shall be prohibited from using Personal Data for any other purpose. Amadeus remains responsible for its Data Processing Subcontractors' compliance with the obligations of this Data Processing Agreement. Any Data Processing Subcontractor to whom Amadeus transfers Personal Data will have entered into written agreements with Amadeus requiring that the Data Processing Subcontractor abide by terms no less protective than this Data Processing Agreement. A list of Data Processing Subcontractors as at the date of this Data Processing Agreement is available to the Customer upon request. Amadeus shall inform Customer of any changes to the Data Processing Subcontractors used in Processing of Personal Data made after the Effective Date of this Data Processing Agreement upon request.

If Customer, acting reasonably, objects to the use of a Data Processing Subcontractor, on the basis that such use would present a significant risk that Data Subjects' rights and freedoms would be adversely affected by the use of the said Data Processing subcontractor, 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 the evidence of such grounds. Amadeus shall use reasonable endeavors 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 ensure that any Processing of Personal Data is subject to appropriate technical and organizational measures against unauthorised 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 Legislation applicable to Amadeus.

3.4     Amadeus shall ensure only staff authorised by Amadeus to access the Personal Data 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.

4.      Assistance

4.1     Amadeus shall:

4.1.1     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 Agreement and provide Customer with any information and assistance that may reasonably be required to respond to any such requests or queries;

4.1.2    provide reasonable assistance to Customer, in accordance with and as set forth in applicable Data Protection Legislation, in respect of the Customer's compliance with (i) the security of the Processing; (ii) the notification of a Personal Data Breach (as defined below) to the competent supervisory authority; (iii) the communication of the Personal Data Breach to the Data Subject; (iv) the carrying out of an assessment of the impact of the envisaged Processing operations on the protection of Personal Data; and (v) prior consultations to the competent supervisory authority prior to Processing where a data protection impact assessment indicates that the Processing would result in a high risk in the absence of measures taken by the Data Controller to mitigate the risk, taking into account the nature of the Processing undertaken by Amadeus and the information available to Amadeus;

4.1.3    notify Customer without undue delay on becoming aware of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed by Amadeus in connection with the Agreement and this Data Processing Agreement ('Personal Data Breach'); and

4.1.4    make available to Customer information reasonably necessary to demonstrate compliance with Amadeus's Personal Data Processing obligations under the Agreement and this Data Processing Agreement. 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 mandatory data protection law, audit Amadeus's control environment and security practices relevant to the Personal Data Processed under the Agreement and this Data Processing Agreement for Customer. Any audits conducted by Customer pursuant to this provision shall be subject to the execution of an appropriate confidentiality agreement with Amadeus, compliance with Amadeus's on-site security policies and to the following conditions unless required otherwise by request from a regulator:

a)    shall be limited no more than one (1) audit per calendar year;

b)    audits will be carried out during normal working hours, without disturbing business operations;

c)    at least thirty (30) days prior written notice is provided; and

d)    if conducted by a third party auditor appointed by Customer, (i) Amadeus may reject the auditor appointed by Customer if the auditor is a competitor of Amadeus, or otherwise reasonably deemed unsuitable by Amadeus, (ii) the third party auditor will be required to sign an appropriate confidentiality agreement with Amadeus and comply with Amadeus's on-site security policies; and (iii) 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 Clause 4.1.

5.    Indemnities

5.1    The Customer shall indemnify Amadeus against all claims, liabilities, costs, expenses, damages and losses incurred by Amadeus originated due to the Personal Data Processing Services carried out by Amadeus on behalf of the Customer except to the extent that Amadeus has not complied with its obligations under this Data Processing Agreement or where Amadeus has acted outside or contrary to lawful instructions of the Customer.

6.    Limitation of Liability

WITHOUT ANY PREJUDICE TO ANY RIGHTS OF THE DATA SUBJECT UNDER THIS DATA PROCESSING AGREEMENT, THE PARTIES AGREE THAT AMADEUS'S LIABILITY ARISING OUT OF OR RELATED TO THIS DATA PROCESSING AGREEMENT (WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY) IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER UNDER THE AGREEMENTS FOR SERVICES FROM AMADEUS IN THE 6 MONTHS PRECEDING THE DATE AMADEUS FIRST RECEIVED NOTICE OF THE CLAIM GIVING RISE TO THAT LIABILITY.

**Customer**

Name:……………………………….….…

Authorised Signature: …………………....…

Date:…………………………...…..………

**Amadeus**

Name: William Sintiris - COO

Authorised Signature: ……………………….

Date:…………………………………………

**Annex 1 | Details of the Processing of Personal Data**

**1.      Details of the Processing of Personal Data**

1.1      Subject matter of the Processing of Personal Data

This Annex relates to the Processing of Personal Data in connection with the provision of the Services provided to Customer. The source of the Personal Data comes either directly from the Customer or any other sources authorized by the Customer.

1.2      Nature and purpose of the Processing of Personal Data

The Personal Data transferred will be subject to the basic Processing activities as set out in the service descriptions under the service agreement(s) between the parties.

1.3      Categories of Data Subjects to whom Personal Data relates

- Hotel Guests

- Customer's employees

1.4      Types of Personal Data to be processed

Personal Data Processed by Amadeus is supplied by or under instruction of the Customer.

- Hotel Guests

   Guest information: 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.

   Payment information: 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

- Customer's employees

   First and last name; email address; position

1.5      Duration of the Processing of Personal Data

The Term of the relevant service agreement(s) between the parties.

| **Customer** | **Amadeus** |
|---|---|
| Name:……………………………….…..… | Name: William Sintiris - COO |
| Authorised Signature: …………………....… | Authorised Signature: …………………………… |
| Date:…………………………..…..……… | Date:………………………………………… |

**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


**Customer**                                          **Amadeus**

Name:………………………………….….…     Name: William Sintiris - COO

Authorised Signature: …………………….....…     Authorised Signature: ………………………….

Date:………………………….....…..………     Date:……………………………………………