

Data Processing Addendum (9 May 2018).

This Addendum is the addendum to the HotelREZ MSA and Terms referred to at clause 11 of the Terms.

1. DEFINITIONS

In this Addendum:

- "Agreement"** shall mean the MSA (incorporating the Terms);
- "Applicable Privacy Law"** shall mean the relevant data protection and privacy law, regulations (including GDPR) and regulatory requirements to which a party is subject;
- "Controller"**
"Processor" and
"Data Subject" shall have the meanings given in the Applicable Privacy Law;
- "GDPR"** shall mean Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
- "HotelREZ Services"** shall have the meaning set out in the Agreement;
- "Personal Data"** shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law, including the category of data listed in the Schedule, together with any additional such data to which HotelREZ may have access from time to time;
- "Privacy Authority"** shall mean the relevant supervisory authority with responsibility for privacy or data protection matters;
- "Process",**
"Processing" or
"Processed" shall mean any operation or set of operations which is performed upon Personal Data whether or not by automatic means, including collecting, recording, organising, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Personal Data as defined in the Applicable Privacy Law;
- "Sub-Processor"** shall mean any processor of Personal Data engaged by HotelREZ for the purposes of the provision of the HotelREZ Services under the Agreement.

2. PROCESSING OF PERSONAL DATA

- 2.1. The parties acknowledge that in relation to the Processing of Personal Data in connection with the provision of the HotelREZ Services, the Client shall be the Controller and HotelREZ shall be the Processor for the purposes of the Applicable Privacy Law.
- 2.2. HotelREZ undertakes in respect of all Personal Data that it Processes on behalf of the Client that at all times it shall only Process such Personal Data (i) for the purposes of providing the HotelREZ Services in accordance with the Agreement (ii) in accordance with this Addendum and (iii) in accordance with the written instructions of the Client.
- 2.3. The Client shall ensure that all necessary consents and notices are in place to enable lawful transfer of the Personal Data to HotelREZ for the duration and purposes of the Agreement.
- 2.4. HotelREZ shall give the Client (at the Client's cost) such co-operation, assistance and information as the Client may reasonably request to enable it to comply with its obligations under any Applicable Privacy Law (including in responding to any request from a Data Subject and in ensuring compliance with its obligations under Applicable Privacy Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators) and shall co-operate and comply with the directions or decisions of a

relevant Privacy Authority, and in each case within such time as would enable the Client to meet any time limit imposed by the Privacy Authority.

- 2.5. Both parties shall comply with the Applicable Privacy Law to which they are respectively subject, and shall not perform their respective obligations under this Addendum in relation to Personal Data in such a way as to cause the other party to breach any of its obligations under Applicable Privacy Law.
- 2.6. HotelREZ shall maintain full and accurate records of its Processing of Personal Data and shall (at the Client's cost) provide such records as soon as reasonably practicable following receipt of the Client's request.
- 2.7. Nothing in this Addendum shall prevent HotelREZ from Processing Personal Data in accordance with the requirements of Applicable Privacy Law provided that it shall first notify the Client (unless such notification is prohibited by law).

3. PERSONAL DATA SECURITY

- 3.1. HotelREZ shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and HotelREZ Services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

4. PROCESSOR EMPLOYEES – CONFIDENTIALITY

- 4.1. HotelREZ shall ensure the reliability of any employees who access the Personal Data and ensure that such personnel have undergone appropriate training in the care, protection and handling of Personal Data and have entered into appropriate confidentiality provisions in relation to the Processing of Personal Data.
- 4.2. HotelREZ will remain liable for any disclosure of Personal Data by each such employee as if it had made such disclosure.

5. PROCESSING OF PERSONAL DATA OUTSIDE OF THE EUROPEAN ECONOMIC AREA (EEA)

- 5.1. If, in the performance of the HotelREZ Services, HotelREZ transfers any Personal Data to a Sub-Processor located, or permits processing of any Personal Data by a Sub-Processor, outside the EEA (except if in a country in respect of which there exists a finding of adequacy by the European Commission), without prejudice to clause 6, HotelREZ shall in advance of any such transfer ensure that:
 - 5.1.1. appropriate safeguards are in place in relation to the transfer;
 - 5.1.2. the Data Subject has enforceable rights and effective legal remedies;
 - 5.1.3. an adequate level of protection applies to any Personal Data that is transferred; and
 - 5.1.4. it complies with instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

6. USE OF SUB-PROCESSORS

- 6.1. The Client acknowledges and agrees (i) that HotelREZ engages Sub-Processors in connection with the provision of certain HotelREZ Services and (ii) to HotelREZ's engagement of the Sub-Processors listed in the Schedule (and their subsequent sub-processors) in connection with the provision of those HotelREZ Services. Such agreement by the Client shall extend to the Processing of Personal Data outside the EEA subject always to clause 5 above, where applicable.

- 6.2. HotelREZ shall ensure that no Personal Data is outsourced to any other person or entity unless and until HotelREZ has (i) imposed legally binding terms no less onerous than those contained in this Addendum on such Sub-Processor and (ii) where applicable, HotelREZ has complied with clause 5.
- 6.3. In all cases, HotelREZ shall remain fully liable to the Client for any act or omission performed by Sub-Processor or any other third party appointed by it as if they were the acts or omissions of HotelREZ.
- 6.4. Where HotelREZ wishes to appoint a new or replacement Sub-Processor, it shall provide all relevant details to the Client by notification on its client portal before allowing the Sub-Processor to Process Personal Data in relation to the HotelREZ Services.
- 6.5. If the Client objects on reasonable grounds to HotelREZ's proposed appointment, it shall notify HotelREZ promptly in writing and in any event within ten days of HotelREZ's notification. On receipt of such objection, HotelREZ shall use reasonable efforts to make available to the Client a change in the HotelREZ Services to avoid the Processing of Personal Data by the new or replacement Sub-Processor, which the Client shall not reject unreasonably.

7. PERSONAL DATA BREACH AND NOTIFICATION REQUIREMENTS

- 7.1. HotelREZ shall notify the Client in writing as soon as reasonably possible in the circumstances after becoming aware of any accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Personal Data.

8. AUDIT

- 8.1. HotelREZ shall, and shall procure that any Sub-Processor shall, permit the Client, at mutually convenient times and subject to compliance with HotelREZ's or the Sub-Processor's security, health and safety and confidentiality requirements, to have access to its premises, computer and other information systems, records, documents and agreements as strictly required by the Client to check that HotelREZ and/or its Sub-Processors are complying with their obligations under this Addendum.
- 8.2. HotelREZ shall and shall procure that any Sub-Processor shall permit at its own cost the applicable Privacy Authority to conduct a data protection audit with regards to the Processing carried out by HotelREZ or the Sub-Processor in accordance with Applicable Privacy Law.

9. DELETION OF PERSONAL DATA

- 9.1. At the written direction of the Client, HotelREZ will, and will procure that any Sub-Processor will, delete or return the Personal Data and all copies thereof to the Client in accordance with the retention period listed in the Schedule, unless it is required by Applicable Privacy Law to store such Personal Data.

SCHEDULE

DATA PROCESSING APPENDIX

This Schedule, including any relevant attachment, describes the types of Personal Data, and the purposes for which that Personal Data may be Processed by HotelREZ.

HotelREZ is a company providing hotel representation services including distribution, sales & marketing to over 1000 independent hotels and small groups worldwide.

The Client is a hotel or hotel group providing accommodation services to guests.

Purpose of the processing

Subject matter, nature purpose	The provision of technology and marketing services to Customer for the purposes of managing its lodging business, including but not limited to the making and administration of reservations by guests and managing the activities of its personnel. As set out in the Agreement and any related product specifications.
Duration of processing	HotelREZ will retain and process the Personal Data for the term of the Agreement and in accordance with the provisions of this Addendum regarding the return or deletion of the Personal Data.
Data subjects	Personnel of Customer and other individuals who use and access the System and whose activities are managed using the System. Guests using the Customer's lodging services Third party agents booking on behalf of a guest
Type of personal data	Customer or third party end user accounts – name and contact information (phone number, mobile phone number, or corporate email address) of Customer personnel. Customer personnel information – information relating to the activities of Customer personnel in relation to the performance of their duties. Guest information Contact information including any combination of guest name and postal address, telephone numbers, email address, optional alternate contacts, or optional travel companions Financial data for non-cash payments (credit or debit card numbers, expiration dates, and cardholder names) Optional preferences and additional instructions to the Customer (customer loyalty scheme memberships, accommodation preferences, and assistance) Data relating to historical travel arrangements of guest.

Approved Sub Processors

Vendor Name	Functions performed	GDPR information
Salesforce / Pardot	Operations and service delivery	https://www.salesforce.com/gdpr/overview/
Zendesk	Helpdesk	https://www.zendesk.com/company/customers-partners/eu-data-protection/
Amazon Web Services	CDN	https://aws.amazon.com/compliance/eu-data-protection/
Daisy Group Ltd	Technical support	https://daisygroup.com/codes-of-practice/
Spanning	Backup data services	https://spanning.com/gdpr/
New Voice Media	Telephony and service delivery	https://www.newvoicemedia.com/support/general-data-protection-regulation
VFM Leonardo	Used for single sign on and hotel image services	Request copy of data processing agreement
Nexus	Used for single sign on and hotel image services	Request copy of data processing agreement
Onyx	Commission processing	Request copy of data processing agreement
Sabre	Hotel technology and distribution services	https://www.sabre.com/about/privacy-policy/gdpr-readiness/

Note: the Sub-Processors listed above may themselves engage sub-processors (**subsequent sub-processors**). The subsequent sub-processors are listed on the websites of the respective Sub-Processor. You hereby consent to such subsequent sub-processors. We will notify you of any new subsequent sub-processors or changes to the subsequent sub-processors as soon as reasonably possible after we have been notified ourselves and, in such circumstances, clauses 6.4 and 6.5 will apply to those subsequent sub-processors as if they were Sub-Processors.