

A. Data Protection

A.1 Compliance with Laws and Regulations.

Each Party shall comply with their respective obligations under applicable Data Protection Legislation as they apply to the performance of the services under this Agreement, in the jurisdictions in which they are providing the services under this Agreement.

A.2 Amadeus IT Group S.A. as Data Controller.

(a) Amadeus IT Group and Subscriber (the “**Controllers**”) will be a Data Controller for the purposes of ticketing and reservation services provided under this Agreement.

(b) The Controllers, in exercising their respective rights and performing their respective obligations related to services provided under this Agreement shall comply with applicable Data Protection Legislation and shall not, as far as is reasonable, do anything or permit anything to be done which has the effect of placing the other Controller in breach of applicable Data Protection Legislation.

(c) The Controllers shall at all times have in place appropriate technical and organisational security measures so that Personal Data is protected against unauthorised or unlawful Processing and against accidental loss, destruction or damage.

(d) Subscriber shall provide the following information when collecting Personal Data for the purposes of ticketing and reservation services provided under this Agreement: *“To provide the services, your Personal Data will be processed by Amadeus IT Group, S.A.”*

A.3 Amadeus IT Group S.A. as Data Processor.

Where Amadeus IT Group S.A. processes Personal Data for the purposes of Traveller Profiles services provided under this Agreement, Amadeus IT Group S.A. is Processing Personal Data as a Data Processor on behalf of the Subscriber who is the Data Controller of the Traveller Profile. Where Amadeus IT Group S.A. processes Personal Data on behalf of the Subscriber as a Data Processor for the purposes of providing Traveller Profile services only, Amadeus IT Group S.A. shall:

- (a) only process Personal Data in accordance with the instructions of the Subscriber, these instructions will be as set out in the description of the Traveller Profiles services, except to the extent that any legal requirement prevents Amadeus IT Group S.A. from complying with such instructions or requires the Processing of Personal Data other than as instructed by the Subscriber. Subscriber acknowledges that in the provision of the services under the Agreement Amadeus IT Group S.A. may transfer Personal Data to locations outside the European Economic Area in accordance with any Data Protection Legislation applicable to Amadeus IT Group S.A.;
- (b) ensure that any personnel authorised by Amadeus IT Group S.A. to access the Personal Data are subject to a duty of confidentiality in respect of the Personal Data;
- (c) ensure that any 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 any Data Protection Legislation applicable to Amadeus IT Group S.A.;
- (d) inform Subscriber of the sub-processors used in the Processing of Personal Data in Traveller Profile services and any changes to the sub-processors used in the Processing of Personal Data in Traveller Profile services. Amadeus IT Group S.A. has a general authorisation from the Subscriber to engage sub-processors in the Processing of Personal Data in Traveller Profile services. Where Amadeus IT Group S.A. engages sub-processors, it shall impose the Personal Data Processing obligations set out in this clause on such sub-processor;
- (e) inform Subscriber of any requests or queries from a data subject, regulatory authority or any other law enforcement authority regarding the Processing of Personal Data under the Agreement and provide the Subscriber with any information and assistance that may reasonably be required to respond to such requests or queries;
- (f) provide reasonable assistance to the Subscriber, at the Subscriber's cost, in respect of the Subscriber's compliance with Art 32-36 of the GDPR, taking into account the nature of the Processing undertaken by the Amadeus IT Group S.A. and the information available to Amadeus IT Group S.A.;

- (g) at the choice of the Subscriber, delete or return all Personal Data to the Subscriber after the end of the Processing of Personal Data under the Agreement, unless Amadeus IT Group S.A. is required to retain the Personal Data by applicable law;
- (h) notify the Subscriber without undue delay on becoming aware of any accidental or unlawful destruction, loss, alternation, unauthorised disclosure of, or access to Personal Data transmitted, stored or processed by Amadeus IT Group S.A. in connection with Traveller Profile services; and
- (i) make available to the Subscriber information reasonably necessary to demonstrate compliance with Amadeus IT Group S.A.' Personal Data Processing obligations under this Clause.

A.4 Special Categories of Data. If Subscriber is collecting special categories of data as described in Art 9 GDPR, for any services provided under this Agreement, Subscriber shall obtain the individual's explicit consent for the Processing of such Personal Data.

A.5 Approvals. Subscriber represents and warrants that it has obtained, and undertakes to maintain, any and all necessary consents or approvals from its respective customers and clients to enable Amadeus and its affiliates, as applicable, to process Personal Data and credit card data, as applicable, for the purpose of Processing and otherwise handling the transactions contemplated under this Agreement. Subscriber will indemnify Amadeus and each member of the Amadeus Group against all costs, losses, damages, expenses or claims arising out of or in connection with the failure by Subscriber to obtain and maintain any such consents or approvals from its customers and clients.

Definitions

Data Controller means entity which alone or jointly determines the purpose and means of Processing Personal Data;

Data Processor means entity which processes Personal Data on behalf of the Data Controller;

Personal Data means any information that relates to an identified or identifiable individual;

Processing means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data by Amadeus on behalf of Subscriber;

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

Data Protection Legislation means all applicable laws and regulations relating to the Processing of Personal Data including the GDPR and other GDS sector specific laws applicable to the parties in markets where services are being provided to the Subscriber;

Traveler Profile means a unique customer profile that holds useful information about a traveling passenger that supports the activity of creating a reservation.