

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is incorporated into and forms part of the Main Agreement. Subject to section 12.1 below, all terms of the Main Agreement apply hereto.

RECITALS

- (A) Customer has entered into an agreement ("**Main Agreement**") with PROS pursuant to which PROS provides to Customer certain software as a service products and related professional services (the "**Service**"). In connection with the Service, the Parties anticipate that PROS may process Customer Personal Data (as defined below) under the Data Protection Laws (as defined below).
- (B) To the extent that the provision of such Service involves the processing of Personal Data, the Parties have agreed to enter into this DPA for the purposes of ensuring compliance with the applicable Data Protection Laws.

THEREFORE, the Parties have agreed as follows:

1. DEFINITIONS

- 1.1. Terms such as "**(sub)process/(sub)processing**", "**data subject**", "**data protection impact assessment**", "**appropriate technical and organisational measures**" shall have the same meaning ascribed to them in the Data Protection Laws;
- 1.2. "**Data Breach**" means any security incident that leads or may lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data;
- 1.3. "**Data Protection Laws**" means in relation to any Personal Data which is processed in the performance of the Main Agreement, the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") together with all laws implementing or supplementing the same;
- 1.4. "**EEA**" means the European Economic Area;
- 1.5. "**Personal Data**" means the data described in Annex 1 (Details of Processing of Personal Data) and any other personal data processed under this DPA that falls within the scope of GDPR;
- 1.6. "**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these;
- 1.7. "**Subprocessors**" means (a) those subprocessors referred to in Section 5.2, and (b) any additional subprocessors engaged by PROS in accordance with Section 5.3; and
- 1.8. "**Supervisory Authority**" means (a) an independent public authority which is established by a Member State pursuant to Article 51 GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws.

2. PROCESSING OF THE PERSONAL DATA

- 2.1 PROS shall only process Personal Data for the purposes of the Main Agreement and for the specific purposes in each case as set out in Annex 1 (*Details of Processing of Personal Data*) and as otherwise directed by Customer by documented instructions. PROS will immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Laws.
- 2.2 For the purposes set out in section 2.1. above, Customer hereby instructs PROS to transfer Personal Data to the Subprocessors in the countries referred to section 5.2, as may be updated in accordance with section 5.3.

3. PROS PERSONNEL

PROS shall take reasonable steps to ensure that its employees who may have access to Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. SECURITY

Without prejudice to any other security standards agreed upon by the Parties, PROS shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Such measures are further detailed in the Security Policy available at <https://www.pros.com/SaaS/security/>.

5. SUBPROCESSING

- 5.1 Customer hereby authorizes PROS to subcontract the processing of Personal Data to Subprocessors, who in each case are subject to data protection obligations referred to in this DPA.
- 5.2 An up-to-date list of Subprocessors is maintained on PROS' customer portal, PROS Connect located at <https://connect.pros.com/cloud-services-subprocessors>
- 5.3 PROS will inform Customer after the Effective Date of any intended changes concerning the addition or replacement of Subprocessors by sending an alert to Customer's designated contact(s) through PROS customer portal, PROS Connect and thereby give Customer the opportunity to object to such changes. If Customer does not object in writing within 5 business days of receipt of the notice, Customer is deemed to have accepted the new Subprocessor. If Customer has reasonable grounds to object in writing within 5 business days of receipt of the notice, PROS and Customer will discuss commercially reasonable resolutions. If no commercially reasonable resolution can be reached within 30 additional days and Customer continues to object to the change concerning the Subprocessors, notwithstanding anything in the Main Agreement, PROS may by written notice to Customer with immediate effect terminate the Main Agreement to the extent that it relates to the Service that requires the use of the proposed Subprocessor.

6. DATA SUBJECT RIGHTS

- 6.1 PROS shall promptly, and in any case within 10 business days, notify Customer if it receives a request from a data subject under any Data Protection Laws in respect of Personal Data, including requests by a data subject to exercise rights in Chapter III GDPR, and shall provide full details of that request.
- 6.2 PROS shall co-operate as requested by Customer to enable Customer to comply with any exercise of rights by a data subject under Chapter III GDPR in respect of Personal Data.

7. INCIDENT MANAGEMENT

Without prejudice to any other incident response requirements agreed upon by the Parties, PROS shall notify Customer immediately of, and in any case within 48 hours upon becoming aware of a Data Breach, providing Customer with sufficient information to enable Customer to meet its obligations to report a Data Breach in accordance with the Data Protection Laws, including Article 33 and 34 GDPR.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

PROS shall provide reasonable assistance to Customer with relevant data protection impact assessments that are required under Article 35 GDPR and with any prior consultations to any Supervisory Authority of Customer or any of its affiliates that are required under Article 36 GDPR, in each case in relation to processing of Personal Data by PROS on behalf of Customer and taking into account the nature of the processing and information available to PROS.

9. DELETION OR RETURN OF PROS PERSONAL DATA

Upon termination or expiry of the Service, PROS shall promptly, and in any event within any period required under the Main Agreement, either (i) return a copy of the Personal Data to Customer and delete any other copies of Personal Data processed by PROS; or (ii) delete Personal Data processed by PROS, unless, in either case, Member State law requires retention of the Personal Data.

10. AUDIT RIGHTS

- 10.1 Without prejudice to any other provisions of this DPA, PROS will, on Customer's reasonable request and at Customer's expense, provide to Customer relevant and reasonable information, and/or contribute to inspections and audits by Customer, to demonstrate compliance with PROS' obligations hereunder.
- 10.2 Customer will give PROS reasonable notice of any audit or inspection and shall avoid causing any damage, injury or disruption to PROS' equipment, personnel and business in the course of such an audit or inspection. Further, the audit or inspection must be conducted during regular business hours, no more than once per calendar year (unless required or requested by a Supervisory Authority) and in conformity with PROS policies. Reports following from the audit or inspection will be treated as PROS' confidential information and subject to the confidentiality obligations of the Main Agreement.

11. INTERNATIONAL TRANSFERS OF PERSONAL DATA

- 11.1 Customer authorizes PROS to process Personal Data in the United States. Save as agreed herein, or as Customer may otherwise agree in writing, Customer does not permit PROS to process Personal Data in any country outside of the EEA without an "adequate level of protection", as defined in Data Protection Laws.

11.2 If requested by Customer, PROS shall promptly enter into an agreement with Customer including or on such provisions as those set out in Annex 2 (*Standard Contractual Clauses*) and/or such variation as Data Protection Laws might require, in respect of any processing of Personal Data in a country outside of the EEA without an "adequate level of protection.

12. MISCELLANEOUS

12.1 With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including but not limited to the Main Agreement, the provisions of this DPA shall prevail with regard to the Parties' data protection obligations with respect to Personal Data. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

12.2 As of the Effective Date, Customer acknowledges the applicability of the terms of PROS' Privacy Notice, to be found at PROS customer portal, PROS Connect.

12.3 Where this DPA is entered into by Customer and Affiliates, for the avoidance of doubt, the limitations of liability set forth in the Main Agreement will apply to this DPA. By signing this DPA, Customer's affiliate(s) acknowledge and understand the content thereof.

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex 1 includes certain details of the processing of Personal Data as required by Article 28(3) GDPR.

The nature and purpose of the processing

PROS will process Personal Data for the purposes of providing the Service as specified in the Main Agreement. The processing will be carried out in accordance with the Main Agreement, this DPA and any documented instructions given by Customer.

Duration of the processing

PROS will process Personal Data for the duration of the Main Agreement, unless otherwise agreed in writing.

Types of Personal Data to be processed and categories of data subjects

Customer may submit Personal Data to the Service, the extent of which is determined and controlled by Customer in its sole discretion. Depending on the use case, this may include, but is not limited to, the following categories of Personal Data and data subjects:

PROS Applications	Types of personal data to be processed	Categories of data subjects to whom the Personal Data relates
Selling Solutions		
PROS Smart CPQ	<ul style="list-style-type: none"> • First and last name • Title and Position • Employer • Contact information (company, email, physical business or residential address, phone number) • User log in credentials • User log-in ID • Online identifiers (IP address) • Personal Life Data (e.g. marital status, number of children, social security number) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers • Employees or contact persons of Customer's prospects and customers
PROS Opportunity Detection	No personal data processed	N/A
Pricing Solutions		
PROS Control	<ul style="list-style-type: none"> • First and last name • Title, Position and Employee ID • Employer • Contact information (company, email, physical business address, phone number) • User log in credentials • User log-in ID • Location data (time zone, location/language preferences) • Online identifiers (IP address) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers • Employees or contact persons of Customer's prospects and customers
PROS Guidance	<ul style="list-style-type: none"> • User log in credentials • User log-in ID • Location data (time zone, location/language preferences) • Online identifiers (IP address) 	<ul style="list-style-type: none"> • Employees, agents, contractors of Customer's business partners, agents and resellers • Employees or contact persons of Customer's prospects and customers
PROS Contribution Management System (CMS)	<ul style="list-style-type: none"> • First name and last name, • Employer, • Title and position, • Email addresses • User Log-in ID 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates

PROS Applications	Types of personal data to be processed	Categories of data subjects to whom the Personal Data relates
Travel Solutions		
PROS RM Advantage PROS RM Essentials PROS RM Essentials Network Add-On PROS Market Valuation Module (MVM)	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • Email address • User log in credentials • User log-in ID 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates
PROS Group Sales Optimizer (GSO)	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • User log in credentials • User log-in ID • Contact information (company, email, physical business address, phone number) • Date of birth • PNR locator (booking reference number) • Travel information (e.g. destination, fare information, travel status) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers
PROS Real-Time Dynamic Pricing (RTDP) Advantage PROS Real-Time Dynamic Pricing (RTDP) Ultimate	<ul style="list-style-type: none"> • First and last name • Employer • Email address • User log in credentials • User log-in ID • Frequent flyer program details (e.g. miles accumulated, passenger score/tier level, frequent flyer number) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects and customers of Customer and its affiliates (who are natural persons)
PROS OneSearch PROS OneSearch - Groups PROS Merchandising PROS FastSearch	<ul style="list-style-type: none"> • First and last name • Title and Position • Employer • Email address • User log in credentials • User log-in ID • Date of birth • Frequent flyer program details (e.g. miles accumulated, passenger score/tier level) • Bank identification number 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers
PROS Repricer	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • Email address • User log in credentials • User log-in ID • Date of birth • Travel information (e.g. destination, fare information, travel status) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers
PROS Pricing Cache	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • Email address • User log in credentials • User log-in ID 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers

ANNEX 2: STANDARD CONTRACTUAL CLAUSES

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Address:

.....
(the data **exporter**)

And

Name of the data importing organisation: **PROS, Inc.**

Address: 3100 Main St., Suite 900, Houston, TX 77002, USA

.....
(the data **importer**)

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

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) '*personal data*', '*special categories of data*', '*process/processing*', '*controller*', '*processor*', '*data subject*' and '*supervisory authority*' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) '*the data exporter*' means the controller who transfers the personal data;
- (c) '*the data importer*' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) '*the subprocessor*' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) '*technical and organisational security measures*' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter -

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

On behalf of the data importer – PROS, Inc., a Delaware USA corporation:

Name (written out in full):

Position:

Address: 3100 Main St., Suite 900, Houston, TX 77002, USA

Other information necessary in order for the contract to be binding (if any): n/a

Signature.....

PROS APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Standard Contractual Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is: The entity that has executed the Standard Contractual Clauses as Data Exporter, together with any Customer Affiliates established within the EEA that have purchased the Service under an Order Form.

Data importer

The data importer is: PROS, Inc., a provider of software and related professional services to customers within the European Economic Area and/or Switzerland

Data subjects and Categories of data

Data exporter may submit personal data to the Service, the extent of which is determined and controlled by data exporter in its sole discretion. Depending on the use case, this may include, but is not limited to, the following categories of personal data and data subjects:

PROS Applications	Types of personal data to be processed	Categories of data subjects to whom the Personal Data relates
Selling Solutions		
PROS Smart CPQ	<ul style="list-style-type: none"> • First and last name • Title and Position • Employer • Contact information (company, email, physical business or residential address, phone number) • User log in credentials • User log-in ID • Online identifiers (IP address) • Personal Life Data (e.g. marital status, number of children, social security number) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers • Employees or contact persons of Customer's prospects and customers
PROS Opportunity Detection	<ul style="list-style-type: none"> • No personal data processed 	<ul style="list-style-type: none"> • N/A
Pricing Solutions		
PROS Control	<ul style="list-style-type: none"> • First and last name • Title, Position and Employee ID • Employer • Contact information (company, email, physical business address, phone number) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers • Employees or contact persons of Customer's prospects and customers
PROS Guidance	<ul style="list-style-type: none"> • User log in credentials • User log-in ID • Location data (time zone, location/language preferences) • Online identifiers (IP address) 	
PROS Contribution Management System (CMS)	<ul style="list-style-type: none"> • First name and last name, • Employer, • Title and position, • Email addresses • User Log-in ID 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates
Travel Solutions		
PROS RM Advantage	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • Email address • User log in credentials • User log-in ID 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates
PROS RM Essentials		
PROS RM Essentials Network Add-On		
PROS Market Valuation Module (MVM)		

PROS Applications	Types of personal data to be processed	Categories of data subjects to whom the Personal Data relates
PROS Group Sales Optimizer (GSO)	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • User log in credentials • User log-in ID • Contact information (company, email, physical business address, phone number) • Date of birth • PNR locator (booking reference number) • Travel information (e.g. destination, fare information, travel status) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers
PROS Real-Time Dynamic Pricing (RTDP) Advantage	<ul style="list-style-type: none"> • First and last name • Employer • Email address • User log in credentials • User log-in ID • Frequent flyer program details (e.g. miles accumulated, passenger score/tier level, frequent flyer number) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects and customers of Customer and its affiliates (who are natural persons)
PROS Real-Time Dynamic Pricing (RTDP) Ultimate		
PROS OneSearch	<ul style="list-style-type: none"> • First and last name • Title and Position • Employer • Email address • User log in credentials • User log-in ID • Date of birth • Frequent flyer program details (e.g. miles accumulated, passenger score/tier level) • Bank identification number 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers
PROS OneSearch – Groups		
PROS Merchandising		
PROS FastSearch		
PROS Repricer	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • Email address • User log in credentials • User log-in ID • Date of birth • Travel information (e.g. destination, fare information, travel status) 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Prospects, customers, business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers
PROS Pricing Cache	<ul style="list-style-type: none"> • First and last name • Employer • Title and Position • Email address • User log in credentials • User log-in ID 	<ul style="list-style-type: none"> • Individual users authorised by Customer to use the Service • Employees, agents, contractors of Customer and its affiliates • Business partners and resellers of Customer and its affiliates (who are natural persons) • Employees, agents, contractors of Customer's business partners, agents and resellers

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Not Applicable

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Processing activities will be limited to those necessary to provide the Service pursuant to the Main Agreement.

DATA EXPORTER –

Name: _____

Authorised Signature _____

DATA IMPORTER – **PROS, Inc., a Delaware USA corporation**

Name: _____

Authorised Signature _____

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c):

The applicable Security Policy is available at <https://www.pros.com/SaaS/security/>

DATA EXPORTER-

Name: _____

Authorised Signature _____

DATA IMPORTER – **PROS, Inc., a Delaware USA corporation**

Name: _____

Authorised Signature _____

ANNEX 3: AUTHORISED SUBPROCESSORS AND AUTHORISED TRANSFERS OF PERSONAL DATA

PROS Cloud Services Subprocessors

The list of authorised Subprocessors and authorised transfers of Personal Data is available at:

<https://connect.pros.com/cloud-services-subprocessors>