Data Processing Addendum for PROS Subscription and Professional Services

1. Recitals

1.1 This Data Processing Addendum, including its Schedules and Annexes, ("**DPA**") is incorporated into and forms part of the Master Subscription and Professional Services Agreement (or other such titled written or electronic agreement addressing the same subject matter) between PROS and Customer (the "**Agreement**") and sets forth the obligations of the Parties with regard to the Processing of Personal Data pursuant to the Agreement.

1.2 Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent PROS Processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA.

2. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the Agreement.

"**Authorized Affiliate**" means any Customer Affiliate which is subject to the Data Protection Laws and is permitted to use the Subscription Service or Professional Services pursuant to the Agreement, but has not signed its own Order or SOW, and is not a 'Customer' as defined under the Agreement.

"**Controller**" means the entity which, alone or jointly with others determines the purposes and means of the Processing of Personal Data;

"**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;

"**Data Protection Laws**" means all data protection laws applicable to the Processing of Personal Data under the Agreement, including local, state, national and/or foreign laws, treaties and/or regulations, and the GDPR together with all laws implementing GDPR into national law;

"**GDPR**" means the General Data Protection Regulation (EU) 2016/679;

"**Personal Data**" means any Customer Data relating to an identified or identifiable natural person;

"**Processing**" or "**Process**" means any operation or set of operations which is performed on Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,

dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"**Processor**" means the entity which Processes Personal Data on behalf of the Controller;

"**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 (which will automatically apply);

"**Subprocessor**" means a PROS Affiliate and any third parties engaged by PROS or a PROS Affiliate to Process Personal Data in accordance with this DPA; and

"**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.

3. **Processing Of Personal Data**

   3.1   PROS shall only Process Personal Data for the purposes of the 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.

   3.2   For the purposes of this DPA, PROS acts as a Processor and Customer and its Authorized Affiliates act as Controllers. Customer is solely responsible for obtaining any relevant authorizations, consents and permissions for the Processing of Personal Data in accordance with this DPA. Customer represents that it is authorized to issue instructions and make and receive communications or notifications in relation to this DPA on behalf of its Authorized Affiliates.

4. **PROS Personnel**

   PROS shall require that its employees who may have access to Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality. PROS will regularly train its employees having access to Personal Data in applicable data security and data privacy measures.

5. **Security of Processing**

   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 Exhibit set forth in Appendix 2 to the Standard Contractual Clauses.

6. **Subprocessors**

6.1   Customer hereby provides a general authorization for PROS and PROS Affiliates to subcontract the Processing of Personal Data to Subprocessors, provided that such Subprocessors have entered into a written agreement that is no less protective than this DPA. PROS shall be liable for the acts and omissions of its Subprocessors to the same extent as if the acts and omissions were performed by PROS.

6.2   An up-to-date list of Subprocessors is maintained on PROS' customer portal, PROS Connect located at **https://connect.pros.com/cloud-services-subProcessors**. PROS will inform Customer in advance of any intended additions or replacements to the list of Subprocessors by sending an alert to Customer's designated contact(s) through PROS Connect Portal.

6.3   If Customer has legitimate reason under Data Protection Laws to object to a new Subprocessor, Customer shall promptly, and within 14 days of PROS notification pursuant to Section 6.2 above, provide written notice of such objection to PROS. If Customer objects, PROS and Customer will discuss a commercially reasonable resolution. If no commercially reasonable resolution can be reached within thirty (30) days from PROS' initial notification of the new Subprocessor, Customer will have an additional five-day period during which time it may by written notice terminate the relevant Order to the extent that it requires use of the proposed Subprocessor. If Customer does not object within the initial 14-day period, Customer is deemed to have accepted the new Subprocessor.

7.   Data Subject Rights

7.1   PROS shall promptly 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.

7.2   PROS shall reasonably 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.

8.   Data Breach

PROS shall notify Customer without undue delay after becoming aware of a Data Breach. To the extent Customer requires additional information from PROS to meet its notification obligations in accordance with Data Protection Laws, including Article 33 and 34 GDPR, PROS shall provide reasonable assistance to provide such information to Customer taking into account the nature of the Processing and information available to PROS.

9.   Data Protection Impact Assessment and Prior Consultations

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 Authorized 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.

10.   Deletion Or Return Of Pros Personal Data

Upon termination of the Subscription Service or Professional Services that involve the Processing of Personal Data, PROS shall return or delete Personal Data in accordance with the relevant provisions of the Agreement.

11. Audit Rights

11.1   Customer agrees that PROS' most recently completed SOC2 audit report, or comparable industry-standard successor report, prepared by PROS' independent third-party auditor will, to the extent applicable, be used to satisfy any audit or inspection requests by or on behalf of Customer, and PROS will make such reports available to Customer upon request (or Customer's independent, third-party auditor that is not a competitor of PROS) subject to the confidentiality obligations set forth in the Agreement.

11.2   If Customer, its independent third-party auditor (that is not a competitor of PROS), or a Supervisory Authority requests an on-site audit of procedures relevant to the Processing of Personal Data by PROS, PROS will contribute to such audits only if:

11.2.1   Customer gives PROS reasonable written notice of any audit which shall not be less than sixty (60) days (unless a Supervisory Authority requires shorter notice);

11.2.2   the scope of any audits shall be mutually agreed between the Parties acting reasonably and in good faith;

11.2.3   the audit is conducted during regular business hours, no more than once per calendar year (unless required or requested by a Supervisory Authority); and

11.2.4   Customer bears the costs of any audit unless such audit reveals a material breach by PROS of this DPA, then PROS shall bear its own expenses of an audit.

11.3   Reports following from the audit or inspection will be treated as PROS' confidential information and subject to the confidentiality obligations of the Agreement. Customer shall promptly notify PROS and provide information about any actual or suspected non-compliance discovered during an audit, which PROS will promptly remedy at its own cost.

12. International Transfers of Personal Data

12.1   PROS shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Laws.

12.2   Where there is a transfer of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an 'adequate level of data protection' within the meaning of Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws, PROS and Customer shall promptly enter into the Standard Contractual Clauses set forth in Annex 3. In the event of any conflict or inconsistency between this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

13. General Provisions

13.1   In the event of inconsistencies between the provisions of this DPA and any other agreements between the Parties, including but not limited to the Agreement, the provisions of this DPA shall prevail with regard to the Parties' data protection obligations with respect to Personal Data.

13.2   Authorized Affiliates may exercise its rights and enforce the terms of this DPA directly against PROS, subject to the following:

13.2.1   except where applicable Data Protection Laws require that the Authorized Affiliate itself exercise a right or enforce a claim, Customer will exercise any such right or claim directly against PROS on behalf of such Authorized Affiliate; and

13.2.2   Customer will exercise any rights under the DPA in a combined manner for itself and all Authorized Affiliates together rather than separately.

13.3   The maximum aggregate liability of either Party together with its respective Affiliates arising out of or related to this DPA (whether in contract, tort or otherwise) is subject to the 'Limitation of Liability' Section of the Agreement, and any reference in such Section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and this DPA together. For the avoidance of doubt, PROS' and its Affiliates' total aggregate liability for all claims from Customer and all Authorized Affiliates arising out of or related to the Agreement (including this DPA) shall apply in the aggregate for all claims under both the Agreement and this DPA, including by Customer and all Authorized Affiliates.

13.4   Customer acknowledges the applicability of the terms of PROS' Privacy Notice, to be found **here**.

13.5   The headings in this DPA are provided for convenience only and will not control its interpretation.

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 Subscription Service and Professional Services as specified in the Agreement. The Processing will be carried out in accordance with the Agreement, this DPA and any documented instructions given by Customer.

Duration of the Processing

PROS will Process Personal Data for the duration of the 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 Subscription 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:

SELLING & PRICING SOLUTIONS		
Subscription Service	**Categories of Personal Data**	**Categories of Data Subjects**
PROS Smart CPQ	- User log-in ID and credentials - Online identifiers (IP address) - First and last name - Title and Position - Employer - Contact information (company, email, business address or phone number)	Users of the Subscription Service
	- First and last name - Title and Position - Employer - Contact information (company, email, physical business or residential address, phone number) - Where applicable, certain Personal Life Data to the extent necessary to perform the configure, quote process	Prospects and customers of Customer and Customer Affiliates
- PROS Control - PROS Guidance - PROS Integrate - PROS Real-Time Pricing Engine (RTPE) - PROS Opportunity Detection	- User log-in ID and credentials - Location data (time zone, location/language preferences) - Online identifiers (IP address) - First and last name - Title, Position and Employee ID - Employer - Contact information (company, email, physical business address, phone number)	Users of the Subscription Service
PROS Contribution Management System (CMS)	• User log-in ID and credentials • First and last name • Title and position • Employer • Email address	Users of the Subscription Service

TRAVEL SOLUTIONS		
Subscription Service	**Categories of Personal Data**	**Categories of Data Subjects**
• PROS RM Advantage • PROS RM Essentials • PROS RM Essentials Network Add-On • PROS Market Valuation Module (MVM)	• First and last name • Employer • Title and Position • Email address • User log-in ID and credentials	Users of the Subscription Service
PROS Group Sales Optimizer (GSO)	• First and last name • Employer • Title and Position • User log-in ID and credentials • Contact information (company, email, physical business address, phone number)	Users of the Subscription Service Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons
	• First and last name • Date of birth • PNR locator (booking reference number) • Travel information (e.g., destination, fare information, travel status)	Prospects and customers of Customer and Customer Affiliates
• PROS Real-Time Dynamic Pricing (RTDP) Advantage • PROS Real-Time Dynamic Pricing (RTDP) Ultimate	• First and last name • Employer • Email address • User log-in ID and credentials	Users of the Subscription Service
• PROS OneSearch • PROS OneSearch – Groups • PROS Merchandising • PROS FastSearch	• First and last name • Title and Position • Employer • Email address • User log-in ID and credentials	Users of the Subscription Service Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons
	• Frequent flyer program details (e.g., miles accumulated, passenger score/tier level) • This Subscription Service also processes other personal information - such as date of birth, gender and country of citizenship and residence - however this data does not fall within the definition of Personal Data as it does not relate to natural persons who: (i) can be identified or who are identifiable, directly from the data; or (ii) can be indirectly identified from the data in combination with other information.	Prospects and customers of Customer and Customer Affiliates

PROS Repricer	• First and last name • Employer • Title and Position • Email address • User log-in ID and credentials	Users of the Subscription Service Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons
	• Date of birth • Travel information (e.g., destination)	Prospects and customers of Customer and Customer Affiliates
PROS Pricing Cache	• First and last name • Employer • Title and Position • Email address • User log-in ID and credentials	Users of the Subscription Service Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons
PROS Retail for Airlines	• First and last name • Email address & telephone number • Date of birth (for minors only) • Meal preferences • Health data if relevant to travel requirements • Certain additional information, which will depend on destination (e.g., gender, date of birth, travel document number, issue country, personal identifiers • Online identifiers (IP address, website clicks)	Users of the Subscription Service, which include prospects and customers of Customer and Customer Affiliates

Annex 2: 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 PROS Customer Portal, PROS Connect, **https://connect.pros.com/cloud-services-subProcessors**. Alternatively, please contact your Customer Success Manager for a copy.

Annex 3: 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: _____

<div align="center">(the data exporter)</div>

And

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

Address: 3200 Kirby Drive, Suite 600, Houston, Texas 77098, USA

_____

<div align="center">(the data importer)</div>

<div align="center">each a "party"; together "the parties",</div>

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 of 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.

Clause 12

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): _Damian Olthoff_____

Position: _General Counsel_____

Address: _3200 Kirby Drive, Suite 600, Houston, Texas 77098, USA_____

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

Signature _____

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 Customer which is subject to the Data Protection Laws of the European Union, the European Economic Area, Switzerland and/or the United Kingdom together with any Authorized Affiliates.

Data Importer

The data importer is:
PROS, Inc., a provider of software as a service solutions and related professional services.

Data Subjects and Categories of Data

Data exporter may submit personal data to the Subscription Service and/or as part of the Professional Services, 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:

SELLING & PRICING SOLUTIONS		
Subscription Service	**Categories of Personal Data**	**Categories of Data Subjects**
PROS Smart CPQ	- User log-in ID and credentials - Online identifiers (IP address) - First and last name - Title and Position - Employer - Contact information (company, email, business address or phone number)	Users of the Subscription Service
	- First and last name - Title and Position - Employer - Contact information (company, email, physical business or residential address, phone number) - Where applicable, certain Personal Life Data to the extent necessary to perform the configure, quote process	Prospects and customers of Customer and Customer Affiliates
- PROS Control - PROS Guidance - PROS Integrate - PROS Real-Time Pricing Engine (RTPE) - PROS Opportunity Detection	- User log-in ID and credentials - Location data (time zone, location/language preferences) - Online identifiers (IP address) - First and last name - Title, Position and Employee ID - Employer - Contact information (company, email, physical business address, phone number)	Users of the Subscription Service
PROS Contribution Management System (CMS)	- User log-in ID and credentials - First and last name - Title and position - Employer - Email Address	Users of the Subscription Service

TRAVEL SOLUTIONS		
Subscription Service	**Categories of Personal Data**	**Categories of Data Subjects**
• PROS RM Advantage • PROS RM Essentials • PROS RM Essentials Network Add-On • PROS Market Valuation Module (MVM)	• First and last name • Employer • Title and Position • Email address • User log-in ID and credentials	Users of the Subscription Service
PROS Group Sales Optimizer (GSO)	• First and last name • Employer • Title and Position • User log-in ID and credentials • Contact information (company, email, physical business address, phone number)	Users of the Subscription Service Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons
	• First and last name • Date of birth • PNR locator (booking reference number) • Travel information (e.g., destination, fare information, travel status)	Prospects and customers of Customer and Customer Affiliates
• PROS Real-Time Dynamic Pricing (RTDP) Advantage • PROS Real-Time Dynamic Pricing (RTDP) Ultimate	• First and last name • Employer • Email address • User log-in ID and credentials	Users of the Subscription Service
• PROS OneSearch • PROS OneSearch – Groups • PROS Merchandising • PROS FastSearch	• First and last name • Title and Position • Employer • Email address • User log-in ID and credentials	Users of the Subscription Service Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons
	• Frequent flyer program details (e.g., miles accumulated, passenger score/tier level) • This Subscription Service also processes other personal information - such as date of birth, gender and country of citizenship and residence - however this data does not fall within the definition of Personal Data as it does not relate to natural persons who: (i) can be identified or who are identifiable, directly from the data; or (ii) can be indirectly identified from the data in combination with other information.	Prospects and customers of Customer and Customer Affiliates
PROS Repricer	• First and last name • Employer • Title and Position • Email address • User log-in ID and credentials	Users of the Subscription Service Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons
	• Date of birth • Travel information (e.g., destination)	Prospects and customers of Customer and Customer Affiliates

		Users of the Subscription Service
PROS Pricing Cache	• **First and last name** • **Employer** • **Title and Position** • **Email address** • **User log-in ID and credentials**	**Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons**
PROS Retail for Airlines	• First and last name • Email address & telephone number • Date of birth (for minors only) • Meal preferences • Health data if relevant to travel requirements • Certain additional information, which will depend on destination (e.g., gender, date of birth, travel document number, issue country, personal identifiers • Online identifiers (IP address, website clicks)	Users of the Subscription Service, which include prospects and customers of Customer and Customer Affiliates

Special Categories of Data (if appropriate)

The personal data transferred concern the following special categories of data:
This will depend on the use case for the Subscription Service. Data exporter may submit special categories of data to the Subscription Service and/or as part of the Professional Services, the extent of which is determined and controlled by the data exporter in its sole discretion For the sake of clarity, special category data is Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, genetic data, and biometric data (where used for identification purposes), and data concerning health, a person's sex life or sexual orientation.

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 Subscription Service and Professional Services pursuant to the Agreement.

DATA EXPORTER

Name:_____

Authorised Signature _____

DATA IMPORTER

Name: __Damian Olthoff_____

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):

Data importer will maintain security measures designed to protect the integrity of, and to prevent unauthorized access to, the Personal Data uploaded to the Subscription Service, as described in the Security Exhibit accessible at **https://www.pros.com/SaaS/security**. During the Subscription Term, PROS will not materially diminish the protections provided by the controls set forth in the Security Exhibit.

DATA EXPORTER

Name:_____

Authorised Signature _____

DATA IMPORTER

Name: _Damian Olthoff_____

Authorised Signature _____