

**DATA PROCESSING ADDENDUM  
FOR PROS SUBSCRIPTION AND PROFESSIONAL SERVICES**

**1. DEFINITIONS**

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

**"Agreement"** means the Master Subscription Agreement (or other such titled written or electronic agreement addressing the same subject matter) between PROS and Customer for the purchase of Services from PROS.

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

**"CCPA"** means the California Consumer Privacy Act of 2018, California Civil Code sections 1798.100 et seq., together with all regulations implementing or supplementing the same.

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

**"Customer Data"** means what is defined in the Agreement as "Customer Data".

**"Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

**"Data Protection Laws"** means the data protection and privacy laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, Canada, the United States and its states, Australia, New Zealand, and Singapore as they apply to the Processing of Personal Data under the Agreement.

**"Data Subject"** means the identified or identifiable person as defined by applicable Data Protection Laws.

**"European Data Protection Law"** means: (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR"); (ii) in respect of the United Kingdom, the Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018; and (iii) the Swiss Federal Data Protection Act.

**"Personal Data"** means any information relating to a Data Subject, where such data is Customer Data.

**"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 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

**"Services"** means the PROS Subscription Service and/or Professional Services, as applicable.

**"Sub-processor"** means any Processor engaged by PROS or a PROS Affiliate to Process Personal Data;

**"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 PERSONAL DATA**

**2.1** PROS shall comply with all Data Protections Laws applicable to PROS in its role as Processor. 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.

**2.2** For the purposes of this Data Processing Addendum ("*Addendum*"), 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 Addendum. Customer represents that it is authorized to issue instructions and make and receive communications or notifications in relation to this Addendum on behalf of its Authorized Affiliates.

**2.3** Customer shall comply with all Data Protections Laws applicable to Customer as Controller. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws, including any applicable requirements to provide notice to Data Subjects of the use of PROS as a Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

**3. 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 which shall survive the termination of employment. PROS will regularly train its employees having access to Personal Data in applicable data security and data privacy measures. PROS shall take commercially reasonable steps to ensure the reliability of any PROS employee engaged in the Processing of Personal Data and that access to Personal Data is limited to those employees performing Services in accordance with the Agreement.

**4. SECURITY OF PROCESSING**

PROS shall implement appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access as further detailed in PROS Security Exhibit, <https://pros.com/pros-security-exhibit>.

## 5. SUB-PROCESSORS

- 5.1** Customer agrees that PROS and PROS Affiliates may engage Sub-processors in connection with provision of the Services, provided that such Sub-processors have entered into a written agreement that is no less protective than this Addendum. PROS shall be liable for the acts and omissions of its Sub-processors to the same extent as if the acts and omissions were performed by PROS.
- 5.2** An up-to-date list of Sub-processors is maintained on PROS' customer portal, PROS Connect and at <https://s28006.pcdn.co/wp-content/uploads/2022/11/subprocessors-list-20oct2022-english.pdf>. PROS will inform Customer in advance of any intended additions or replacements to the list of Sub-processors by sending an alert to Customer's designated contact(s) through PROS Connect Portal. Customer may subscribe to notifications of new Sub-processors for those Services for which Customer has a then-current active subscription through PROS Connect.
- 5.3** If Customer has legitimate reason under Data Protection Laws to object to a new Sub-processor, Customer shall promptly, and in any event within 14 days of PROS' alert, provide written notice of such objection by sending an email to PROS at [privacy@pros.com](mailto:privacy@pros.com). If Customer objects, PROS and Customer will discuss a commercially reasonable resolution. If no commercially reasonable resolution can be reached within 30 days from PROS' initial notification of the new Sub-processor, Customer will have an additional 5-day period during which time, it may, by written notice, terminate the relevant Order to the extent that it requires use of the proposed Sub-processor. If Customer does not object within the initial 14-day period, Customer is deemed to have accepted the new Sub-processor.

## 6. DATA SUBJECT RIGHTS

- 6.1** PROS shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject under any Data Protection Laws in respect of Personal Data and shall provide full details of that request. PROS shall not respond to a Data Subject request itself, except to promptly redirect the Data Subject request to Customer.
- 6.2** To the extent Customer is unable to address a Data Subject request through the Service, PROS shall upon Customer's written request provide commercially reasonable efforts to assist Customer in responding to such Data Subject request, to the extent PROS is legally permitted to do so and the response to such Data Subject request is required under Data Protection Laws. To the extent legally permitted, Customer shall be responsible for PROS reasonable costs arising from PROS' provision of such assistance.

## 7. GOVERNMENT ACCESS REQUESTS

Unless prohibited by applicable law or a legally binding request of law enforcement, PROS shall promptly notify Customer of any request by government agency or law enforcement authority for access to 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 obligations to report a Data Breach as required under Data Protection Laws, PROS shall provide reasonable assistance to provide such information considering the nature of the Processing and information available to PROS. Such notification shall not be interpreted or construed as an admission of fault or liability by PROS.

## 9. DELETION AND RETURN OF PROS PERSONAL DATA

Upon termination of the Services, PROS shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

## 10. AUDIT RIGHTS

- 10.1** Customer agrees that PROS' most recently completed SOC1 and SOC2 audit reports, 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.
- 10.2** Customer may request an on-site audit of procedures relevant to the Processing of Personal Data by PROS ("**On-Site Audit**") if:
- 10.2.1** the information available pursuant to PROS SOC 1 and SOC 2 audit reports is not sufficient to demonstrate compliance with the obligations set out in this Addendum; or
  - 10.2.2** Customer has received notice of a Data Breach from PROS; or
  - 10.2.3** the On-Site Audit is formally requested by Customer's Supervisory Authority or required by applicable Data Protection Law.
- 10.3** An On-Site Audit may be conducted by Customer or through its independent third-party auditor (that is not a competitor of PROS) subject to the following limitations:
- 10.3.1** Customer gives PROS reasonable written notice, which shall not be less than 30 days (unless a Supervisory Authority requires shorter notice, or a Data Breach has occurred);
  - 10.3.2** it is conducted during PROS' regular business hours, at reasonable intervals, and no more than once per calendar year (unless required or requested by a Supervisory Authority);
  - 10.3.3** the scope of the On-Site Audit is mutually agreed in advance by PROS and Customer acting reasonably and in good faith;
  - 10.3.4** where an independent auditor is involved, they have entered into a non-disclosure agreement containing confidentiality provisions no less protective than those set forth in the Agreement to protect PROS Confidential Information; and
  - 10.3.5** Customer bears the reasonable costs of the On-Site Audit unless such audit reveals a material breach by PROS of this Addendum, then PROS shall bear its own expenses of an audit. Any costs will be agreed by PROS and Customer in advance.

Any On-Site Audits will be limited to Customer Data Processing and storage facilities operated by PROS or PROS Affiliates. Customer acknowledges that the Subscription Service is hosted by PROS hosting Sub-processors who maintain independently validated security programs (including SOC 1, SOC 2 and ISO 27001).

- 10.4** Reports following from the On-Site Audit will be treated as PROS' Confidential Information and subject to the confidentiality obligations of the Agreement. Customer shall promptly provide PROS with information about any actual or suspected non-compliance discovered during an On-Site Audit, which PROS will promptly remedy at its own cost.

## **11. AUTHORIZED AFFILIATES**

- 11.1** Customer enters into this Addendum on behalf of itself and 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 this Addendum.

- 11.2** Authorized Affiliates may exercise its rights and enforce the terms of this Addendum directly against PROS, subject to the following:

**11.2.1** except where European Data Protection Law 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

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

## **12. LIMITATION OF LIABILITY**

The maximum aggregate liability of either Party together with its respective Affiliates arising out of or related to this Addendum (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 Addendum 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 Addendum) shall apply in the aggregate for all claims under both the Agreement and this Addendum, including by Customer and all Authorized Affiliates.

## **13. EUROPEAN SPECIFIC PROVISIONS**

- 13.1 Data Protection Impact Assessment.** If European Data Protection Law requires that Customer perform a data protection impact assessment or prior consultations to any Supervisory Authority, PROS shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under European Data Protection Law, to the extent that the relevant information is available to PROS and Customer does not otherwise have access to the information.

- 13.2 International transfers of Personal Data.** The parties agree and acknowledge that when Personal Data that is subject to European Data Protection Law is transferred out of Europe to countries which are not subject to an adequacy decision by the European Commission, or the competent UK or Swiss authorities (as applicable), the transfer will be subject to the Standard Contractual Clauses referenced (and incorporated by reference) in your Order and can be directly enforced by the parties to the extent such transfers are subject to European Data Protection Law. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

## **14. CCPA SPECIFIC PROVISIONS**

- 14.1** Terms such as "consumer", "device", "personal information", "processing", "sell", "service provider" and "third party" shall have the meaning ascribed to them in the CCPA.

- 14.2** Where PROS receives personal information from or on behalf of Customer ("**PII**") when providing the Services, it shall:

**14.2.1** only process such PII for the purpose providing the Services,

**14.2.2** not retain, use, or disclose such PII for any purpose other than to perform the Services, or outside of the direct business relationship between Customer and PROS, and

**14.2.3** not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such PII to any third party for monetary or other valuable consideration.

PROS certifies that it understands the restrictions on PROS' processing such PII as set forth in this Section and will comply with them. PROS may disclose PII to PROS' service providers in connection with such service providers providing services to PROS and PROS may permit such service providers to process PII as necessary for PROS to provide the Services to Customer.

- 14.3** Customer acknowledges and agrees that PROS may, as a part of the Services and unless prohibited by applicable law, de-identify and/or anonymize PII (with the resulting de-identified or anonymized data and information being referred to herein as "**De-identified Data**") and may (subject to any restrictions under applicable law) aggregate such De-identified Data as described in Section 2.4 of the Agreement ("**Aggregated Data**"). All De-identified Data and Aggregated Data shall be owned solely and exclusively by PROS. Customer further acknowledges and agrees that De-identified Data and Aggregated Data cease to be PII, including without limitation for purposes of this Addendum. PROS shall use commercially reasonable efforts to implement safeguards and processes that are intended to prevent the re-identification of any such De-identified Data.

**ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA*****The nature and purpose of the Processing***

The Processing will be carried out in accordance with the Agreement between Customer and PROS, and any documented instructions given by Customer.

PROS operates a global support network and operations facilities and Processing may take place in any jurisdiction where PROS or its sub-processors operate such facilities. PROS will Process Personal Data for the purposes of providing the Services as specified in the Agreement.

***Duration of the Processing***

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

***Categories of Data Subjects whose Personal Data is Processed and Categories of Personal Data Processed***

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:

<b>Smart Configure, Price, Quote &amp; Smart Price Optimization and Management Solutions</b>		
<b>Subscription Service</b>	<b>Categories of Personal Data</b>	<b>Categories of data subjects</b>
<ul style="list-style-type: none"> <li>• <b>Smart Configure, Price, Quote (Essentials/ Advantage /Ultimate)</b></li> <li>• <b>PROS Smart CPQ</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Title, Position and Employee ID</li> <li>• Employer</li> <li>• Email address</li> <li>• Phone number</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> </ul>
	<p>This will depend on your configuration, but may include:</p> <ul style="list-style-type: none"> <li>• First and last name</li> <li>• Title and Position</li> <li>• Employer</li> <li>• Email address</li> <li>• Phone number</li> <li>• Address</li> <li>• Certain Personal Life Data to the extent necessary to perform the configure, quote process</li> </ul>	<ul style="list-style-type: none"> <li>• Prospects and customers of Customer and Customer Affiliates</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Smart Price Optimization and Management (Essentials/ Advantage /Ultimate)</b></li> <li>• <b>PROS Control</b></li> <li>• <b>PROS Guidance</b></li> <li>• <b>PROS Opportunity Detection</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Title, Position and Employee ID</li> <li>• Employer</li> <li>• Email Address</li> <li>• Phone Number</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> </ul>
<ul style="list-style-type: none"> <li>• <b>PROS Contribution Management System (CMS)</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Title and position</li> <li>• Employer</li> <li>• Email address</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> </ul>
<b>Travel Solutions</b>		
<b>Subscription Service</b>	<b>Categories of Personal Data</b>	<b>Categories of data subjects</b>
<ul style="list-style-type: none"> <li>• <b>PROS RM (Essentials/ Advantage)</b></li> <li>• <b>PROS RM Essentials Network Add-On</b></li> <li>• <b>PROS Market Valuation Module (MVM)</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Employer</li> <li>• Title and Position</li> <li>• Email address</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> </ul>
<ul style="list-style-type: none"> <li>• <b>PROS Group Sales Optimizer (GSO) (Advantage/ Ultimate/ Essentials)</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Employer</li> <li>• Title and Position</li> <li>• Email address</li> <li>• Physical business Address</li> <li>• Phone number</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> <li>• Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons</li> </ul>

	<ul style="list-style-type: none"> <li>• First and last name</li> <li>• Date of birth</li> <li>• PNR locator (booking reference number)</li> <li>• Travel information (e.g., destination, fare information, travel status)</li> </ul>	<ul style="list-style-type: none"> <li>• Prospects and customers of Customer and Customer Affiliates</li> </ul>
<ul style="list-style-type: none"> <li>• <b>PROS Real-Time Dynamic Pricing (RTDP) (Advantage/ Ultimate)</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Employer</li> <li>• Email address</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> </ul>
<ul style="list-style-type: none"> <li>• <b>PROS Dynamic Offers</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Title and Position</li> <li>• Employer</li> <li>• Email address</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> <li>• Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons</li> </ul>
	<ul style="list-style-type: none"> <li>• Dynamic Offers processes certain pseudonymous data - such as date of birth, bank identification number, gender, country of citizenship and residence, and frequent flyer program details (e.g. miles accumulated, passenger score/tier level) - where the additional information required to identify the individual is held by Customer (or its business partners and resellers)</li> </ul>	<ul style="list-style-type: none"> <li>• Prospects and customers of Customer and Customer Affiliates</li> </ul>
<ul style="list-style-type: none"> <li>• <b>PROS Pricing Cache</b></li> </ul>	<ul style="list-style-type: none"> <li>• User log-in ID and credentials</li> <li>• First and last name</li> <li>• Employer</li> <li>• Title and Position</li> <li>• Email address</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service</li> <li>• Customer (and Customer Affiliates') business partners and resellers, as well as their employees and other related persons</li> </ul>
<ul style="list-style-type: none"> <li>• <b>PROS Digital Retail</b></li> </ul>	<ul style="list-style-type: none"> <li>• First and last name</li> <li>• Email address &amp; phone number</li> <li>• Date of birth (for minors only)</li> <li>• Meal preferences</li> <li>• Health data if relevant to travel requirements</li> <li>• Certain additional information dependent on destination (e.g. gender, date of birth, travel document number, issue country, redress number and known traveler number)</li> <li>• Online identifiers (IP address, website clicks)</li> </ul>	<ul style="list-style-type: none"> <li>• Users of the Subscription Service, which include prospects and customers of Customer and Customer Affiliates</li> </ul>
<p><b>"Users"</b> mean Customer's employees, consultants, clients, external users, contractors, agents or other third parties authorized to use the Subscription Service by Customer and have been assigned unique user identifications and passwords.</p>		