

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (this “**DPA**”) is a binding legal agreement between [Pegasus Business Intelligence, LP d/b/a Onyx CenterSource]1 (together with its affiliates and/or other companies of Onyx Group, “**Onyx**”) and the customer (“**Customer**”) that agrees to any order, terms and conditions (including Onyx’s standard online terms and conditions for its hotel and agency customers), or other agreement that references this DPA (the “**Agreement**”).

Onyx’s Privacy Policy is available at <https://www.onyxcentersource.com/privacy-policy/>. This DPA governs Onyx’s processing of Personal Data relating to data subjects within the EEA or another jurisdiction with Data Laws that apply to Onyx; in such circumstances, this DPA will govern in the event of any conflict with Onyx’s Privacy Policy.

### Definitions.

“**EEA**” means the European Economic Area.

“**Data Laws**” means any applicable laws regarding data privacy, including (as applicable and without limitation) the GDPR.

“**GDPR**” means EU General Data Protection Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“**Personal Data**” means any information made available by Customer to Onyx that (i) can be used, alone or in connection with other information, to identify an individual; or (ii) is otherwise subject to any Data Laws.

**Purpose.** Customer has requested Onyx provide certain services as further described and agreed in the Agreement. Onyx requires access to certain Personal Data on behalf of the Customer in order to be able to fulfill its obligations and provide the services under the Agreement.

**Roles.** Customer is the entity legally responsible for determining the purposes and means of processing of the Personal Data. Customer is the “**Controller**” and Onyx the “**Processor**”, as those terms are used in applicable Data Laws. Customer represents and warrants that it has obtained any necessary consents and authorizations required under Data Laws, and is otherwise fully entitled to transmit any Personal Data to Onyx, all for purposes of processing pursuant to the Agreement. Each party will comply with all applicable Data Laws.

**Transfers from the EEA to third countries located outside of the EEA and to the US.** Onyx has self-certified under the EU-US Privacy Shield Framework as set forth by the US Department of commerce regarding the collection, use and retention of personal information transferred from the EEA to the United States. Onyx shall only transfer Personal Data to third parties located outside of the EEA and in the US, based on the prior consent of the Customer and/or the subscription with such companies of standard data protection clauses adopted by the European Commission to the transfer of data to third countries in accordance with Article 46.2 of the GDPR and/or where the European Commission has decided that, the third country ensures an adequate level of protection, such as the certification under the EU-US Privacy Shield Framework.

**Scope and Instructions.** Onyx will process the Personal Data only on and in accordance with Customer’s documented instructions. The parties agree and acknowledge that the Agreement constitutes Customer’s instructions as to the subject matter, type of Personal Data, and duration of processing to be provided by Onyx pursuant thereto. To the extent permitted by law, Onyx will promptly inform Customer of any legal requirement that would require Onyx to process the Personal Data other than pursuant to Customer’s documented instructions, or if Onyx believes Customer’s instructions violate any Data Laws.

**Security.** Onyx shall implement and maintain appropriate technical and organizational measures in relation to the processing of Personal Data, such that the processing will meet the requirements of Data Laws. For purposes of this section, “appropriate” means commercially reasonable based on an assessment of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

**Subprocessors.** Onyx shall not engage a subprocessor to perform specific processing activities in respect of the Personal Data on behalf of Customer without prior written consent of Customer and, if Customer gives its consent, Onyx shall appoint the subprocessor

under a binding written contract which imposes the same data protection obligations as are contained in this DPA. Customer hereby expressly authorizes Onyx to engage subprocessors for provision of technological services and maintenance of systems (between others, data hosting) that facilitate Onyx's provision of its services generally across its customer base (including, but not specifically for, Customer). Onyx will notify Customer, through the Legal Notice in the Onyx Network, about any change in its subprocessors, giving Customer an opportunity to object to any changes. Onyx will use commercially reasonable efforts to address any such objections, but the parties agree and acknowledge that Onyx may be unable to accommodate requests from any one customer as relates to Onyx's uniform provision of the services across its customer base as a whole.

**Personnel.** Onyx shall ensure that its personnel processing Personal Data have signed agreements requiring them to keep Personal Data confidential or are under an appropriate statutory obligation of confidentiality. Onyx shall ensure that its personnel processing Personal Data have received formation about Personal Data protection.

**Assistance.** Taking into account the nature of the processing under the Agreement, Onyx shall implement and maintain appropriate technical and organisational measures to assist Customer, insofar as this is possible, in the fulfilment of Customer's obligations to respond to data subject requests for exercising any right of the data subject under Data Laws. Onyx will ensure that all data subject requests it receives are recorded and referred to Customer. Onyx shall provide reasonable assistance, information and cooperation to Customers to facilitate Customer's compliance with its obligations under Data Laws. Customer will, at Onyx's request, reimburse Onyx at reasonable rates for any time spent and costs incurred in providing such cooperation to the Customer in the event of requests which are manifestly unfounded or excessive, in particular because of their repetitive nature.

**Records.** Onyx shall maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of Customer containing such information as required under Data Laws (" **Processing Records**"), and shall make available to Customer on request in a timely manner such information (including the Processing Records) as is reasonably required by Customer to demonstrate compliance by Onyx with its obligations under Data Laws and this DPA.

**Audits.** Onyx shall allow for and contribute to audits, including inspections, conducted by Customer or an auditor mandated by Customer for the purpose of demonstrating Onyx's compliance with its obligations under Data Laws and this DPA, subject to Customer giving ONYX reasonable prior notice of such audit and/or inspection, ensuring that any auditor is subject to binding obligations of confidentiality, and that such audit or inspection is undertaken at Customer's sole expense and in a manner so as to cause minimal disruption to Onyx's business and other customers. No such audit may take place more than once per twelve months unless otherwise required by Data Laws.

**Notification.** In respect of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data processed by Onyx under the Agreement, Onyx shall notify Customer of the breach without undue delay and provide Customer without undue delay with available details relating to the breach as Customer reasonably requests.

**Destruction.** Onyx shall without delay, at Customer's written request, either securely delete or return all the Personal Data to Customer in hardcopy or electronic form after the end of the provision of the relevant services related to processing or, once processing is no longer required for the performance of the Agreement's obligations, and securely delete existing copies (unless storage of any data is required by law, in which case Onyx shall notify Customer accordingly).

**Language.** This DPA is in the English language only, which will be the controlling language with respect to this Agreement in all respects. Any translation of this DPA into another language is for convenience only, and no such translation will be binding against the parties hereto.

<sup>1</sup>To include the company of Onyx Group which will sign the contract with the customer.