

Data Processing Addendum (December 2023)

This Addendum is the addendum to the EHC MSA and Terms referred to at clause 11 of the Terms.

1. DEFINITIONS

In this Addendum:

"Agreement"	shall mean the MSA (incorporating the Terms);
"Applicable Privacy Law"	shall mean the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
"Controller" "Processor" and "Data Subject"	shall have the meanings given in the Applicable Privacy Law;
"EHC Services"	shall have the meaning set out in the Agreement;
"Personal Data"	shall mean any information relating to an identified or identifiable natural person as defined by the Applicable Privacy Law, including the category of data listed in the Schedule, together with any additional such data to which EHC may have access from time to time;
"Privacy Authority"	shall mean the relevant supervisory authority with responsibility for privacy or data protection matters;
"Process", "Processing" or "Processed"	shall mean any operation or set of operations which is performed upon Personal Data whether or not by automatic means, including collecting, recording, organising, storing, adapting or altering, retrieving, consulting, using, disclosing, making available, aligning, combining, blocking, erasing and destroying Personal Data as defined in the Applicable Privacy Law;
"Sub-Processor"	shall mean any processor of Personal Data engaged by EHC for the purposes of the provision of the EHC Services under the Agreement;
"UK Data Protection Legislation"	shall mean all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

2. PROCESSING OF PERSONAL DATA

- 2.1. The parties acknowledge that in relation to the Processing of Personal Data in connection with the provision of the EHC Services, the Client shall be the Controller and EHC shall be the Processor for the purposes of the Applicable Privacy Law.
- 2.2. EHC undertakes in respect of all Personal Data that it Processes on behalf of the Client that at all times it shall only Process such Personal Data (i) for the purposes of providing the EHC Services in accordance with the Agreement (ii) in accordance with this Addendum and (iii) in accordance with the written instructions of the Client.

- 2.3. The Client shall ensure that all necessary consents and notices are in place to enable lawful transfer of the Personal Data to EHC for the duration and purposes of the Agreement.
- 2.4. EHC shall give the Client (at the Client's cost) such co-operation, assistance and information as the Client may reasonably request to enable it to comply with its obligations under any Applicable Privacy Law (including in responding to any request from a Data Subject and in ensuring compliance with its obligations under Applicable Privacy Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators) and shall co-operate and comply with the directions or decisions of a relevant Privacy Authority, and in each case within such time as would enable the Client to meet any time limit imposed by the Privacy Authority.
- 2.5. Both parties shall comply with the Applicable Privacy Law to which they are respectively subject, and shall not perform their respective obligations under this Addendum in relation to Personal Data in such a way as to cause the other party to breach any of its obligations under Applicable Privacy Law.
- 2.6. EHC shall maintain full and accurate records of its Processing of Personal Data and shall (at the Client's cost) provide such records as soon as reasonably practicable following receipt of the Client's request.
- 2.7. Nothing in this Addendum shall prevent EHC from Processing Personal Data in accordance with the requirements of Applicable Privacy Law provided that it shall first notify the Client (unless such notification is prohibited by law).

3. PERSONAL DATA SECURITY

- 3.1. EHC shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and EHC Services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).

4. PROCESSOR EMPLOYEES – CONFIDENTIALITY

- 4.1. EHC shall ensure the reliability of any employees who access the Personal Data and ensure that such personnel have undergone appropriate training in the care, protection and handling of Personal Data and have entered into appropriate confidentiality provisions in relation to the Processing of Personal Data.
- 4.2. EHC will remain liable for any disclosure of Personal Data by each such employee as if it had made such disclosure.

5. PROCESSING OF PERSONAL DATA OUTSIDE OF THE EUROPEAN ECONOMIC AREA (EEA)

- 5.1. If, in the performance of the EHC Services, EHC transfers any Personal Data to a Sub-Processor located, or permits processing of any Personal Data by a Sub-Processor, outside the EEA (except if in a country in respect of which a finding of adequacy exists under the Applicable Privacy Law), without prejudice to clause 6, EHC shall in advance of any such transfer ensure that:
 - 5.1.1. appropriate safeguards are in place in relation to the transfer;

- 5.1.2. the Data Subject has enforceable rights and effective legal remedies;
- 5.1.3. an adequate level of protection applies to any Personal Data that is transferred; and
- 5.1.4. it complies with instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

6. USE OF SUB-PROCESSORS

- 6.1. The Client acknowledges and agrees (i) that EHC engages Sub-Processors in connection with the provision of certain EHC Services and (ii) to EHC's engagement of the Sub-Processors listed in the Schedule (and their subsequent sub-processors) in connection with the provision of those EHC Services. Such agreement by the Client shall extend to the Processing of Personal Data outside the EEA subject always to clause 5 above, where applicable.
- 6.2. EHC shall ensure that no Personal Data is outsourced to any other person or entity unless and until EHC has (i) imposed legally binding terms no less onerous than those contained in this Addendum on such Sub-Processor and (ii) where applicable, EHC has complied with clause 5.
- 6.3. In all cases, EHC shall remain fully liable to the Client for any act or omission performed by Sub-Processor or any other third party appointed by it as if they were the acts or omissions of EHC.
- 6.4. Where EHC wishes to appoint a new or replacement Sub-Processor, it shall provide all relevant details to the Client by notification on its client portal before allowing the Sub-Processor to Process Personal Data in relation to the EHC Services.
- 6.5. If the Client objects on reasonable grounds to EHC's proposed appointment, it shall notify EHC promptly in writing and in any event within ten days of EHC's notification. On receipt of such objection, EHC shall use reasonable efforts to make available to the Client a change in the EHC Services to avoid the Processing of Personal Data by the new or replacement Sub-Processor, which the Client shall not reject unreasonably.

7. PERSONAL DATA BREACH AND NOTIFICATION REQUIREMENTS

- 7.1. EHC shall notify the Client in writing as soon as reasonably possible in the circumstances after becoming aware of any accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, Personal Data.

8. AUDIT

- 8.1. EHC shall, and shall procure that any Sub-Processor shall, permit the Client, at mutually convenient times and subject to compliance with EHC's or the Sub-Processor's security, health and safety and confidentiality requirements, to have access to its premises, computer and other information systems, records, documents and agreements as strictly required by the Client to check that EHC and/or its Sub-Processors are complying with their obligations under this Addendum.
- 8.2. EHC shall and shall procure that any Sub-Processor shall permit at its own cost the applicable Privacy Authority to conduct a data protection audit with regards to the Processing carried out by EHC or the Sub-Processor in accordance with Applicable Privacy Law.

9. DELETION OF PERSONAL DATA

- 9.1. At the written direction of the Client, EHC will, and will procure that any Sub-Processor will, delete or return the Personal Data and all copies thereof to the Client in accordance

with the retention period listed in the Schedule, unless it is required by Applicable Privacy Law to store such Personal Data.

SCHEDULE

DATA PROCESSING APPENDIX

This Schedule, including any relevant attachment, describes the types of Personal Data, and the purposes for which that Personal Data may be Processed by EHC.

EHC is a company providing hotel representation services including distribution, sales & marketing to independent hotels and small groups worldwide.

The Client is a hotel or hotel group providing accommodation services to guests.

Purpose of the processing

Subject matter, nature purpose	The provision of technology and marketing services to Customer for the purposes of managing its lodging business, including but not limited to the making and administration of reservations by guests and managing the activities of its personnel. As set out in the Agreement and any related product specifications.
Duration of processing	EHC will retain and process the Personal Data for the term of the Agreement and in accordance with the provisions of this Addendum regarding the return or deletion of the Personal Data.
Data subjects	Personnel of Customer and other individuals who use and access the System and whose activities are managed using the System. Guests using the Customer's lodging services Third party agents booking on behalf of a guest
Type of personal data	Customer or third party end user accounts – name and contact information (phone number, mobile phone number, or corporate email address) of Customer personnel. Customer personnel information – information relating to the activities of Customer personnel in relation to the performance of their duties. Guest information Contact information including any combination of guest name and postal address, telephone numbers, email address, optional alternate contacts, or optional travel companions Financial data for non-cash payments (credit or debit card numbers, expiration dates, and cardholder names) Optional preferences and additional instructions to the Customer (customer loyalty scheme memberships, accommodation preferences, and assistance) Data relating to historical travel arrangements of guest.

Approved Sub Processors

Vendor Name	Functions performed
Salesforce / Pardot	Operations and service delivery
Zendesk	Helpdesk
Amazon Web Services	CDN
Kerv	Technical support
Spanning	Backup data services
New Voice Media	Telephony and service delivery
VFM Leonardo	Used for single sign on and hotel image services
Onyx CenterSource	Commission processing
Sabre	Hotel technology and distribution services
HotelREZ Limited	Provider of booking, representation, technology and distribution services
Citrix	Internal Virtual Desktop
Azure/ Microsoft	Framework Hosting
Onelogin	Single Sign on
RackSpace	PCI Audit
Alpha Logixx	Sage 200 Support and add-ons
Global Payments	Merchant for card processing
Opayo	Payment processing platform
Sage 50 Cloud Payroll	Payroll Software
Digital Ocean	Website Cloud hosting
One Trust Technology	Cookie Compliance

Note: the Sub-Processors listed above may themselves engage sub-processors (**subsequent sub-processors**). The subsequent sub-processors are listed on the websites of the respective Sub-Processor. You hereby consent to such subsequent sub-processors. We will notify you of any new subsequent sub-processors or changes to the subsequent sub-processors as soon as reasonably possible after we have been notified ourselves and, in such circumstances, clauses 6.4 and 6.5 will apply to those subsequent sub-processors as if they were Sub-Processors.