# TRAVEL ADVERTISING (MEDIA SOLUTIONS)

# **TERMS AND CONDITIONS**

#### August, 2019

As part of Amadeus' operation of its travel information and reservation system (**"Amadeus System"**), Amadeus has signed agreements with certain travel service providers to insert advertising on certain pages of the Amadeus System. Such advertising space is made available to customers by Amadeus as **"Travel Advertising/Amadeus Media Solutions**".

This page provides the terms and conditions under which Travel Advertising /Amadeus Media Solutions services are made available to customers ("**Terms and Conditions**").

These Terms and Conditions are applicable whenever referenced in an order form, insertion order, contract or other form of agreement signed by a customer to receive Travel Advertising /Amadeus Media Solutions services ("Order Form"). The signature of an Order Form by the representative of the legal entity described in such Order Form ("You") forms an agreement between You and the entity of the Amadeus group described in such Order Form("Amadeus" or "We" or "Us") for the provision of the Travel Advertising /Amadeus Media Solutions services (the "Agreement") (You and Us each a "Party". If no Amadeus entity is described in the Order Form, the Amadeus entity entering into the Order Form shall be Amadeus IT Group S.A., a Spanish corporation with its registered office located at Calle Salvador de Madariaga 1, Madrid 28027, Spain.

The Agreement is made of:

- (i) the Order Form; and
- (ii) the Terms and Conditions;

which apply in the order of precedence listed above. Any previous order form or commercial agreement for the same services as those ordered under an Order Form is terminated and replaced by such Agreement.

# 1. UPDATES

We may update the Terms and Conditions from time to time. The updated version of the Terms and Conditions shall apply to any Agreement signed after the publication of the updated Terms and Conditions. Exceptionally, We may notify You of updates to the Terms and Conditions which apply to ongoing Agreement(s). For such exceptional updates, We will notify You through Your contact information of such update. If you do not notify Us in writing of Your disagreement with the updated Terms and Conditions within ten (10) days following the reception by You of such update, You will be deemed to accept that the updated Terms and Conditions apply to Your ongoing Agreement(s) from the date of their publication. If such update has a material adverse impact on Your usage of Travel Advertising /Amadeus Media Solutions, You may be entitled to terminate Your ongoing Agreement(s).

The Terms and Conditions are only provided online and We recommend You print or download the current version for Your reference. You can identify the current version of the Terms and Conditions by looking at the date of publication at the beginning of this page.

# 2. DEFINITIONS

For the purposes of the Agreement, the following capitalized terms shall have the meaning assigned to them below unless explicitly stated otherwise in the Order Form:

"Affiliate" means, with respect to either You or Us, any other entity directly or indirectly controlling, controlled by or under direct or indirect common control with You or Us. For the purposes of this definition, "control" means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling", "controlled" and "under direct or indirect common control with" have meanings correlative to the foregoing.

# amadeus

"Channels"	means all channels described in Clauses 1 and 2 of Schedule 1 to this Agreement through which Messages may be displayed directly to end users, as selected by each Customer	
"Click"	means a click of an end user user on a Message.	
"Confidential Information"	means any information, document or material provided by one Party or its Affiliates - the "Discloser" - to the other Party and/or its Affiliates – the "Recipient" - that is either labelled as 'confidential' or similar, or is information a reasonable person knew or should have understood to be confidential. In any case, the following information is Confidential Information, whether or not marked as being 'confidential' (a) any information regarding Our products and services, pricing, product roadmaps or strategic marketing plans; (b) the Order Form and (c) non-public material relating to Amadeus and/or its Affiliates.	
"Economic Change Index"	means the September estimate of the full year unadjusted "Towers Watson index" for IT labour costs published by Towers Watson (or any successor thereto), weighted as follows:	
	(a) France - sixty per cent (60%);	
	(b) United Kingdom – twenty per cent (20%); and	
	(c) Germany – twenty per cent (20%).	
	or any successor index published at least annually by a mutually acceptable source agreed by the parties.	
"Impression"	means each display of a Message produced with Travel Advertising /Amadeus Media Solutions on Channels.	
"Message"	means a text and/or graphical message provided by You or on Your behalf to be displayed as part of the Services; an Order Form may include several Messages.	
"Non-Customer Material"	means any software, documentation or report made available to You by Us or on Our behalf, including developments that are the result of Amadeus performing the Services.	
"Personal Data"	means any information that relates to an identified or identifiable living individual.	
"Processing"	of Personal Data means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data by Us on Your behalf.	
"Services"	means the display of Messages on the Channels and the provision by Us to You of reports over such display, as further described in Schedule 1 to this Agreement.	

# 3. EXECUTION OF AN ORDER FORM

- 3.1 By signing an Order Form, You expressly instruct Us to provide the Services described in the applicable Order Form. You and Us will discuss and agree on the dates to process Your order. You accept and agree that You cannot cancel an Order Form without Our written consent.
- 3.2 The Services are for Your exclusive use. In the event You wish to make the Services available to any third party (including Your Affiliates), You must obtain Our consent in writing.
- 3.3 You are responsible for:
  - (a) the content of the Messages that You provide to Us and in particular, You must ensure that the Messages do not (i)violate a law or another kind of regulation, or infringe the intellectual property of a third party; (ii) include some content which is violent, obscene, promoting hatred or is otherwise objectionable; or (iii) promote competitors of the publishers of the pages on which the Messages would be displayed or Our competitors;
  - (b) any hyperlink provided by You through the Services and the content and services of

any website, web page, application or other location that the links may send users to.

- 3.4 We may check the Messages You provide to Us and may refuse to display them at any time because of commercial, reputational or regulatory reasons. If so, We will inform you of this refusal and of its justification. If You do not provide replacement Messages which we can accept within a reasonable time following Our notice, We may cancel all or part of the Order Form and in consequence we will not invoice You for the cancelled portion of the Order Form, without prejudice to the other rights or remedies We may have under the Agreement.
- 3.5 You accept and agree that the deliverables (Impressions, Clicks, and other performance indicators) described in the Order Form are not guaranteed and that in order to deliver Our Services, You need to provide Us with the Messages and other necessary materials in a timely manner.
- 3.6 You accept and agree that the Services include the choice by Us at our discretion of the Channels in which the Messages will be displayed, and that We will use reasonable efforts to select customers whom We believe will be interested in Your products and services.
- 3.7 You understand and agree that We may collect data pertaining to Your use of the Services. Such data may be used in aggregate, aliased or anonymous form for internal business purposes, analytics (provided that such data shall be bundled with the data of other customers of the Services) and improvement of Our products and services.

# 4. INVOICING AND PAYMENT

- 4.1 For the services We provide to You under this Agreement, You must pay to Us the charges described in the corresponding Order Form. We will issue a monthly invoice to You, either through email or through the IATA Clearing House with a copy of the invoice sent to you by email.
- 4.2 You must pay Us the amount detailed in these invoices no later than thirty (30) days of invoice date. Unless You and Us agree otherwise in writing, payment shall be made by means of a bank transfer to the following bank account in the currency specified in the Order Form: ES8401280899760501933001. If no currency is specified in the Order Form, then the sums on the Order Form and payment currency for the Services shall be in Euros. You understand that our fees do not include banking and other financial costs and that You are responsible for paying those.
- 4.3 If You do not pay the amounts due by the due date, We may charge You interests on those amounts at the rate of 6 percentage points above the twelve-month EURIBOR rate, charged on a 360-day basis with interest compounding annually.

# 5. ECONOMIC CHANGE ADJUSTMENT

- 5.1 If the Term of the Agreement is superior to one (1) year, with effect from the 1<sup>st</sup> January following the Effective Date and each subsequent January 1 during the Term, Amadeus shall calculate and apply an adjustment to the Charges payable to Amadeus based on the Economic Change Index Index ("Economic Change Adjustment").
- 5.2 One hundred per cent (100%) of the Economic Change Index will be applied to all Charges set out in this Agreement, including supplements and discounts to the Charges (excluding supplements and discounts stated as a percentage).
- 5.3 The Economic Change Adjustment will be applied as follows:
  - (a) each price quoted in Euro cents, shall be rounded to the same number of decimal places as that price is described in the relevant Services Agreement;
  - (b) prices quoted in whole numbers of Euros, shall be rounded to the nearest whole number,
  - (c) numbers ending with a five (5) or more in the decimal place immediately following the final applicable decimal place for rounding that price shall be rounded up.
- 5.4 For the purpose of calculating the applicable Charges in the following calendar year, the unrounded number of each price in the then current year shall be used.

# 6. TAXES

- 6.1 Save as otherwise agreed in this Article, each Party is responsible for and must pay any taxes for which that Party is assessed in relation to the fulfillment of the Agreement.
- 6.2 The charges for the Services are exclusive of taxes, including VAT, which shall be chargeable to You at the then current rate if applicable. Should You be required under any applicable law or double taxation treaty to deduct or retain any portion of the payments due to Us under an Agreement, You must add back any such amount to the remainder at no cost or liability to Us and pay the invoice in full, as if no deduction had been made; and retain and pay any amount due to appropriate tax authority and provide Us with properly executed documentation or other information, receipts or certificates showing Your payment of the tax.

# 7. TERM

7.1 The Agreement will commence as of the date of signature of the Order Form and remain in effect for the duration of the campaign described in the Order Form. If no such duration is included in the Order Form, then the Agreement will remain in effect for one (1) year (the "Term").

# 8. TERMINATION

- 8.1 Either Party may terminate an Agreement
  - 8.1.1 upon giving fifteen (15) days' written notification to the other Party, if the other Party commits any material breach of this Agreement or a number of breaches that collectively constitute a material breach and such breach is not cured within fifteen (15) days of a written notice requiring remedy;
  - 8.1.2 in the event bankruptcy proceedings are commenced with respect to the other Party or it takes any steps towards liquidation, makes an assignment for the benefit of its creditors or ceases to be operational, provided, however, that all moneys owed to it under this Agreement prior to the date of termination shall be immediately due and payable.
- 8.2 In the event performance of an Agreement is substantially hindered for more than ninety (90) days due to a Force Majeure Event as defined in Article 17 of the Terms and Conditions, either Party may terminate an Agreement upon notice to the other.
- 8.3 Termination or expiration of an Agreement will not affect any accrued rights of either Party. On termination or expiry of an Agreement for whatever reason, each Party shall pay any amounts owed to the other Party in accordance with the terms of the Agreement.

# 9. WARRANTIES

- 9.1 Except as otherwise expressly provided in the Agreement, and except for any implied warranties or terms that cannot be excluded by law, each Party hereby disclaims and the other Party waives (i) all warranties expressed or implied including but not limited to any warranty of merchantability, satisfactory quality or fitness for a particular purpose, non-infringement, accuracy, availability, or error, bug-free or uninterrupted operation and (ii) any liability in tort, strict liability, or otherwise with respect to the equipment, data or services furnished under an Agreement.
- 9.2 Both Parties will ensure that they have all necessary rights and licenses to perform their obligations under the Agreement.

# 10. LIMITATION OF LIABILITY

- 10.1 Remote Losses. To the extent permitted by law, neither Party shall be liable to the other Party or their respective Affiliates and/or customers for loss of revenues, profits, opportunities, indirect, special, incidental, consequential, punitive or other similar damages (**"Remote Losses"**) arising out of or in connection with this Agreement or any breach hereof, regardless of how they arise and even if advised in advance of the risk of such Remote Losses.
- 10.2 Except as provided in Section 10.3 of these Terms and Conditions below, and except with respect to any express indemnity obligations hereunder, each Party's total aggregate liability for any other damage that is not a Remote Loss arising under this Agreement or otherwise with respect to the subject matter hereof, whether arising out of breach of contract, warranty, negligence, strict liability in tort or

otherwise, shall in no event exceed as applicable (i) six (6) months average monthly charge payable by You under the applicable Order Form or (ii) 50% (fifty percent) of the total charges paid by You under the applicable Order Form if the term of the Agreement is inferior to one (1) year.

- 10.3 The limitations of liability described in Section 10.2 of these Terms and Conditions do not apply to instances of (a) willful misconduct; (b) fraud; or (c) damages for bodily injury (including death) and damages to real or tangible personal property, in each case caused by negligence.
- 10.4 Invoiced charges and other amounts that are due to Us for Services shall not be subject to the limitation of liability of these Terms and Conditions.

# 11. INTELLECTUAL PROPERTY

- 11.1 You hereby grant Us and Our Affiliates a worldwide, sublicensable right for the Term to publicly display, reproduce, modify (to the extent reasonably required to comply with the technical specifications of the Services) and copy the Messages to the extent necessary to provide the Services. All intellectual property rights including copyrights relating to the Messages (including their modification by Us) will remain with You and We are not responsible for such Messages in any way.
- 11.2 As part of the Services You receive, You may receive or be provided access to Non-Customer Materials. Unless expressly stated in the Order Form, no rights of any kind to these Non-Customer Materials (or their modification or improvement) pass to You and any such rights remain between You and Us with Us, even if the Non-Customer Materials are not fully protected by copyright or patent. When using Non-Customer Materials, You must do so in accordance with, and only for the Term and sole purpose of, the Agreement. You must not copy or modify or allow any third party to copy or modify Non-Customer Materials without Our prior written consent.
- 11.3 You will indemnify and hold harmless Us, our Affiliates, employees, directors and officers from and against any claims, losses, liabilities, expenses, damages and settlement amounts (including reasonable legal fees and costs) against any third party claim arising out of or in relation with an actual or alleged infringement of any third party intellectual property right by the Messages.

# 12. CONFIDENTIAL INFORMATION

- 12.1 Recipient may use Confidential Information of Discloser to exercise its rights and perform its obligations under the Agreement. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care. Where applicable, We may disclose Your Confidential Information to the third parties described in the Order Form or in the description of the Services made available to You.
- 12.2 Recipient's obligations under Section 12.1 with respect to any Confidential Information shall not apply to circumstances where Recipient can show by written records that such information: (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 12.3 When requested by the Discloser of any Confidential Information, the Recipient must return or destroy any copies of that Confidential Information, with the exception of any Confidential Information that that is legally protected from deletion, such as any information subject to an order for disclosure to a government or other competent authority.
- 12.4 We acknowledge and agree that all proprietary, intellectual property and any other rights in and to Your

name, logo, service mark and/or trademark are Your sole and exclusive property. You hereby authorise Us to publicly disclose that You are Our customer (e.g. in customer lists, commercial proposals, sales presentations, conferences, press releases, etc.), high-level details of the services provided to You and use Your brands and logos in connection with such disclosures provided that We will only use such brands, trademarks and logos in a positive manner. In addition, You consent to our use of Your name, logo, service mark and/or trademark, as updated from time to time, in Our products and services. We shall only use such brands, trademarks and logos in a positive manner.

# 13. PRIVACY

- 13.1 Subject to the exception described in Section 14 of these Terms and Conditions, You and Us agree that the Services do not include by nature the exchange of personal data as defined under the European Union Regulation n° 2016/679, also known as "GDPR" ("**Personal Data**") and that under no circumstance will We be obligated to communicate Personal Data to You under the Agreement.
- 13.2 You acknowledge and agree that Your collection and processing of Personal Data of individuals (for instance, of individuals landing on a website under Your control after Clicking on a Message) is your sole responsibility and in no case will this processing be under the responsibility of Amadeus and/or its Affiliates. You agree to fully indemnify and hold harmless Amadeus and its Affiliates against any claim related to Your or Your Affiliate's breach of any applicable data protection legislation.
- 13.3 If We agree that the Services provided to You involve the Processing of Personal Data, You and Us shall promptly enter into appropriate contractual provisions regulating such processing of Personal Data, which may be suspended by either Party immediately without prior written notice until such provisions are agreed between the Parties.

# 14. PRIVACY IN GO&GET

- 14.1 The provisions of this Section 14 shall apply to the extent that You are a customer of Go&Get, as that service is described in the service description attached to these Terms and Conditions.
- 14.2 In the provision of the Go&Get, We may Process Personal Data on Your behalf. This Processing includes such activities as specified in the service description under this Agreement, the provisions of this Agreement, as well as any information You provide to Us for upload onto this service and any information that end users may communicate to such service.
- 14.3 You acknowledge that in the provision of Go&Get, We may transfer Personal Data to locations outside the European Economic Area and that such transfer is being made in accordance with applicable Data Protection Legislation. You agree that the Personal Data processed in the course of this Agreement by Us may be stored by Us, our Affiliates or subcontractors for a period up to fourteen (14) months. You authorize Us to aggregate any such Personal Data or otherwise make such Personal Data anonymous and use the resulting data for our own business purposes.
- 14.4 Before collecting any Personal Data through Go&Get, You shall include in the content You provide to Us for inclusion in the service (i) any necessary mechanism to require consent from end users for the Processing of their Personal Data and (ii) a valid link to Your privacy policy providing all the necessary information to end users regarding the Processing of their Personal Data.
- 14.5 We shall:
  - 14.5.1 only process Personal Data in accordance with Your Instructions, except to the extent that any applicable Law prevents Us from complying with such Instructions or requires the Processing of Personal Data other than as instructed by You.
  - 14.5.2 ensure that any Personnel authorized by Us to access the Personal Data are subject a duty of confidentiality in respect of the Personal Data;
  - 14.5.3 ensure that any Processing of Personal Data is subject to appropriate technical and organizational measures against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data in accordance with Data Protection Legislation applicable to Us;
  - 14.5.4 inform You of any requests or queries from a data subject, regulatory authority or any other law enforcement authority regarding Processing of Personal Data under this Agreement and

provide You with any information and assistance (at Your cost) that may reasonably be required to respond to any such requests of queries;

- 14.5.5 provide reasonable assistance to You in respect of the Your compliance with Articles 32–36 of the EU's General Data Regulation (2016/679/EC), taking into account the nature of the Processing undertaken by Us and the information available to Us;
- 14.5.6 at Your choice, delete or return all Personal Data to You after the end of the provision of the Services relating to Processing, unless We are required to retain the Personal Data under applicable Law;
- 14.5.7 notify You without undue delay on becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed by Us in connection with this Agreement;
- 14.5.8 make available to You information reasonably necessary to demonstrate compliance with Our Personal Data Processing obligations under this Agreement, including by making available an independent third party provided certification or report.
- 14.5.9 only in the event that Your regulators with jurisdiction over You do not accept the independent third party provided certification or report, We agree to render all necessary assistance to the conduct of audits required by Your regulators, at all times during the Term, subject to the following:
  - (a) the information provided by Us to the Airline in accordance with this Clause 14.5.9 above is deemed insufficient by the relevant regulatory body;
  - (b) the regulatory audit request must be in writing from a duly authorized regulator with jurisdiction over You;
  - (c) subject to the above, You shall to the extent reasonably practicable:
    - (i) ensure the audit is carried out during normal working hours (unless requested otherwise by a duly authorized regulator); and
    - (ii) provide as much notice in advance; and
  - (d) We may charge fees (based on Our reasonable costs) for any support provided pursuant to Clauses 14.5.5 and 14.5.9 (including the costs of providing the certification and/or report)

# 14.6 Subcontractors

- 14.6.1 We shall inform You of the Data Processing Subcontractors used in the Processing of Personal Data. The Data Processing Subcontractors as at the publication date of these Terms and Conditions are set out here: Amadeus Affiliates, Avronia LLC (located in the United States).
- 14.6.2 We shall inform You of any changes to the Data Processing Subcontractors used in Processing of Personal Data made after the effective date of Your Order Form. Where We or Our Affiliates engage any Data Processing Subcontractors, We shall impose the Personal Data Processing obligations set out in this Clause on such Data Processing Subcontractors.
- 14.6.3 You hereby grants Us and Our Affiliates a general written authorization to engage Data Processing Subcontractors in the Processing of Personal Data in accordance with the provisions set out in this Clause 14. If You, after having received notice in accordance Clause 14.6.1 above:
  - (a) acting reasonably, objects to the use of a Data Processing Subcontractor, on the grounds that such use would adversely affect Your ability to comply with the General Data Protection Regulation
  - (b) You notify Us promptly in writing within fourteen (14) calendar days after receipt of Our notice in accordance with Clause 14.6.1 above providing details of the evidence of such grounds,

We shall use reasonable endeavours to resolve the reasons for Your objections or to procure use of a different Data Processing Subcontractor.

14.6.4 If We are unable to or fail to resolve the reasons for Your objections or to procure use of a different Data Processing Subcontractor within a reasonable period of time, You may terminate the Services which cannot be provided by Us without the use of the Data Processing Subcontractor to which You object by providing written notice to Us, provided You will not be entitled to claim damages in respect such termination.

# 15. ASSIGNMENT

15.1 Neither Party shall transfer or assign this Agreement, including assignment resulting by virtue of a change of control, or any right or obligation hereunder, without the prior written consent of the other Party. Notwithstanding the above, We have the right to transfer or assign this Agreement, or any right or obligation hereunder, to (i) any of our Affiliates, and/or (ii) to any entity that acquires substantially all of Our assets or otherwise acquires control of Us.

# 16. IN DEPENDENT CONTRACTORS

16.1 Nothing in this Agreement is intended or shall be construed to create or establish an agency, a partnership or a joint venture relationship between the Parties to this Agreement, or, as constituting either Party as the agent or representative of the other for any purpose in any manner whatsoever.

# 17. FORCE MAJEURE

17.1 Neither Party shall have any liability for any delay or failure to perform its obligations (except payment obligations) hereunder to the extent such delay or failure is the result of any act or event that is beyond such Party's reasonable control ("**Force Majeure Event**"). Force Majeure Events include, but are not limited to, acts of god, war, lightning, fire, storm, flood, earthquake, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, strikes or industrial disturbances, sabotage and act of vandalism, cyber-crimes affecting computers, networks or the internet, illegal hacking, denial of service attacks, unauthorized access to or interference with data, interruption or degradation of any third party communications system or the Internet, or any action of a governmental entity and similar events. If a Party experiences a Force Majeure Event, it shall promptly provide written notice thereof to the other Party and shall use all reasonable efforts to remove, avoid or mitigate the consequences of such Force Majeure Event.

# 18. GO VERNING LAW AND DISPUTE RESOLUTION

- 18.1 This Agreement and any difference or dispute arising out of it or related to it shall be governed, construed and interpreted in accordance with the substantive laws of England and Wales.
- 18.2 Any dispute arising out of or in connection with this Agreement shall be finally settled by single arbitror arbitration under the Rules of Arbitration of the International Chamber of Commerce. The place of Arbitration shall be Paris, France. The language shall be English. The procedure shall be that of the Rules of Arbitration of the International Chamber of Commerce Court of Arbitration. The Parties agree to exclude any right of application or appeal to any court in connection with any question of law arising out of the award. The Parties expressly agree to be bound by any award of the International Chamber of Commerce.

# 19. MISCELLANEOUS

- 19.1 A waiver of any right or remedy under this Agreement or at law by a Party is only valid if expressed in writing signed by such Party. Failure by a Party to insist upon the strict performance of the other Party's obligations under this Agreement or to exercise any right or remedy under this Agreement or at law shall not constitute a waiver.
- 19.2 Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person (other than the Parties) any right, benefit or remedy of any nature whatsoever under this Agreement.
- 19.3 If any provision of this Agreement is deemed fully or partially unenforceable or invalid by a competent jurisdiction ("Ineffective Provision"), the other provisions (or the effective part of such Ineffective Provision) shall remain effective and enforceable between the Parties. The Ineffective Provision shall be deemed to be replaced with retrospective effect by an effective provision which legally and commercially best reflects what the Parties intended or would have intended considering the spirit and purpose of the Agreement.

# 20. NOTICES

20.1 Any notice, request, demand or other communication under this Agreement must be sent by registered mail with a copy by email, and will be deemed to have been given when the registered mail is received at the following addresses:

If to You:	If to Us:
To the address detailed in the Order Form	Amadeus IT Group, S.A.
	Salvador de Madariaga, 1, 28027 Madrid, Spain
	Attn: Travel Advertising / Media Solutions; email: media.sales@Amadeus.com
	With a copy sent at the same time to the attention of the Legal Department at the same address.

20.2 A Party may amend its address above upon ten (10) days prior written notice to the other Party.

#### 21. ENTIRE AGREEMENT

21.1 The Agreement including the accompanying Schedule and the applicable Order Form contains the entire agreement between the Parties relating to the subject matter of the Agreement and supersedes any prior agreement between the Parties on the subject of this Agreement. This Agreement may not be amended, modified or terminated except as specifically provided herein or in writing duly executed by each of the Parties.

#### SCHEDULE 1

### TRAVEL ADVERTISING / MEDIA SOLUTIONS SERVICES

#### 1. B2B PUBLISHING CHANNELS

- 1.1 Amadeus deploys text and graphical advertising campaigns for GDS distributed service providers, such as airlines, hotels, land & sea travel services providers targeting the Amadeus global network of connected travel agencies. These channels include:
  - (a) "Text Messages": text messages displayed at availability search;
  - (b) "Availability Banners": availability clickable banner at availability search
  - (c) "Sign in Banners": sign in banner displayed at sign in
  - (d) "Sign in Header Banners": sign in clickable header banner displayed at sign in
  - (e) "Sign in Message": text message displayed at sign in
  - (f) "Lock Screen": lockscreen of the Amadeus GDS travel agent main page when inactive
  - (g) "At Sell Banner": at time of sale clickable banner at flight selection and booking creation
  - (h) "Retrieve PNR": Clickable banners at retrieve PNR
  - (i) "Flight Features": flight features displayed alongside the flight information in the form of feature labels
  - (j) "Broadcast Message": text message sent to the travel agent queue in the reservation system.
  - (k) "Car Availability Text": text message displayed at car rental page
  - (I) "Car Availability Banner": clickable banner displayed at car rental page

# 2. B2B2C PUBLISHING CHANNELS

- 2.1 Travel Advertising / Media Solutions includes B2B2C advertising channels that allow travel-related advertisers to reach an audience of travelers. These channels include:
  - (a) "Travel Agency Itinerary Documents": Graphicalitinerary documents, issued by travel agencies pre and post-booking;
  - (b) "Amadeus Mobile Applications": Mobile Applications, including Amadeus owned apps or white-label mobile solutions developed for Amadeus customers;
  - (c) "Airline Itinerary Documents": Airline issued itinerary documents and confirmation emails
  - (d) "Airline Check-In": Airline web check-in screens
  - (e) "Airline Boarding Pass "Airline issued boarding passes
  - (f) "Airline Websites": clickable banners displayed on Airline websites
  - (g) "Airline Mobile Applications": Airline mobile applications
  - (h) "Amadeus Websites": clickable banners displayed on Amadeus managed websites (www.checkmytrip.com, www.amadeus.net);

# 3. AMADEUS GO&GET

- 3.1 Amadeus Go&Get is a chatbot that offers information about travel service providers to the travel agency community through dedicated banners.
- 3.2 Amadeus Go&Get includes the following features:

- (a) Amadeus Go&Get interacts directly with agents with provider specific content
- (b) Combines the chatbot technology with advertising;
- (c) Amadeus Go&Get is displayed during the booking flow and at the GG entry;
- (d) Information is displayed in the form of conversation by interacting with the bot;
- (e) Supports pictures, video, sound and external links;
- 3.3 The standard fee includes:
  - (a) Content creation assistance
  - (b) Bot development and implementation
  - (c) Chatbot adoption support
  - (d) Monthly reporting and content monitoring.
- 3.4 Content modification will be charged at Amadeus' then standard rates.
- 3.5 The standard implementation period is fifteen (15) business days from the full reception of the content from You, with the implementation slot to be agreed between Amadeus and You