

AI-Specific Provisions (Providers)

1. Definitions

For the purposes of this Exhibit:

Affiliates	means, with respect to each Party, any other company or person that controls, is controlled by, or is under common control with that Party.
"AI System"	means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.
"Amadeus Data"	means any data, including Personal Data, provided by or on behalf of Amadeus and its Affiliates or created, collected, acquired, gathered or generated by or on behalf of Vendor in the course of providing the Services, in each case in whatever format such data is stored.
"EU AI Act"	means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial intelligence.
"High-Risk AI System"	means a Vendor AI System which qualifies as a high-risk AI System within the meaning of the EU AI Act.
"Personal Data"	means any information relating to an identified or identifiable natural person
"Data Sets"	means all data sets used in the development, training, testing, and validation of the Vendor AI System, excluding Amadeus Data.
"Substantial Modification"	a change to the Vendor AI System after making the Vendor AI System available to Amadeus, which affects the compliance of the Vendor AI System with the requirements set out in this Exhibit or results in a modification to its intended purpose and "Substantially Modified" shall be construed accordingly.
"Vendor AI System"	means any Vendor AI Systems that are made available by Vendor to Amadeus or its Affiliates or used in the provision of services under the Agreement, each as updated by Amadeus from time to time. The Parties recognize that there may be one or more than one Vendor Vendor AI System.

“Bias”	means any material inclination or prejudice for or against one person or group, in a way considered to be: (i) unfair; (ii) discriminatory; or (iii) contrary to Applicable Law, and “Biased” shall be construed accordingly.
“Error”	means any inaccuracy or error produced by the Vendor AI System, including as manifested in the Vendor AI System’s outputs.
Services	means the services to be provided by Vendor under the Main Agreement.
“Prohibited AI”	means AI Systems prohibited under the EU AI Act or any other legislation.
Personnel	means the employees, consultants, representatives, agents, contractors, subcontractors of the Vendor or its affiliates.

2. Use of AI

- 2.1. Without Amadeus’ prior written approval (which approval Amadeus has the right to withhold in its sole discretion), Vendor shall not introduce any AI model into any systems, networks, software, equipment or other environments owned or controlled (by license, lease or otherwise) by Amadeus or its Affiliates (excluding any software licensed by Vendor to Amadeus). Any such prior written approval must be obtained for each new AI model and/or new feature within the AI model.
- 2.2. The Vendor shall ensure that in no circumstances shall Amadeus Data be used for the development and training of any AI System or model, including the Vendor AI System, whether as part of a distinct training phase, via back-propagation training or otherwise, save where Vendor has Amadeus’ prior written consent to do so.

3. Data Quality

- 3.1. The Vendor warrants that the Data Sets used in the Vendor AI System are relevant, representative, do not infringe any third-party rights, and to the best extent possible free of errors and as complete as possible in view of the intended purpose of the Vendor AI System.

4. Transparency and Explainability

- 4.1. The Vendor shall ensure that the Vendor AI System has been designed, developed and tested in such a way that the operation of the Vendor AI System is sufficiently transparent to enable Amadeus to understand and use the Vendor AI System appropriately.

- 4.2. At Amadeus' request, the Vendor shall provide to Amadeus all technical and other information to ensure Amadeus is able to understand how the Vendor AI System works and explain the decisions taken by the Vendor AI System, including:
- (a) the role the Vendor AI System plays in the provision of the Services;
 - (b) how the Vendor AI System can interact with hardware or software that is not part of the Vendor AI System itself;
 - (c) what data it processes;
 - (d) its capabilities and limitations in performance;
 - (e) the expected output quality;
 - (f) scenarios for which the system should not be used;
 - (g) the foreseeable unintended outcomes and sources of risks; and
 - (h) how the Vendor AI System arrived at a particular decision or outcome and the changes to the input that must be made for it to arrive at a different outcome.
- 4.3. At Amadeus' request, the Vendor shall give Amadeus the opportunity to verify the way in which the Vendor AI System arrived at a particular decision or outcome.

5. Human Oversight

- 5.1. The Vendor shall ensure that the Vendor AI System can be effectively overseen by natural persons.
- 5.2. The Vendor shall:
- (a) Ensure that Vendor Personnel responsible for human oversight of the Vendor AI System:
 - (a) are aware of and sufficiently understand the relevant capacities and limitations of the Vendor AI System;
 - (b) are able to monitor the Vendor AI System, so that signs of anomalies, dysfunctions and unexpected performance can be detected and addressed as soon as possible;
 - (c) are able to correctly interpret the Vendor AI System's output, taking into account the particular characteristics of the system and the interpretation tools and methods available; and
 - (d) are able to decide, in any particular situation, not to use the Vendor AI System or otherwise disregard, override or reverse the output of the Vendor AI System;
 - (b) Provide relevant information and guidance to Personnel of Amadeus and/or its Affiliates using the Services and/or responsible for human oversight or decision making using the Vendor AI System so that those Personnel:
 - (a) are aware of and sufficiently understand the relevant capacities and limitations of the Vendor AI System;

- (b) are able to monitor the AI System, so that signs of anomalies, dysfunctions and unexpected performance can be detected and addressed as soon as possible;
- (c) are informed of the possible tendency of automatically relying or over-relying on the output produced by the Vendor AI System;
- (d) are able to correctly interpret the Vendor AI System's output, taking into account the particular characteristics of the system and the interpretation tools and methods available; and
- (e) are able to decide, in any particular situation, not to use the Vendor AI System or otherwise disregard, override or reverse the output of the Vendor AI System.

6. Testing

- 6.1. Prior to the use of the Vendor AI System and on an ongoing basis thereafter, Vendor shall conduct regular testing of the Vendor AI System so that:
 - (a) the Vendor AI System is monitored and assessed for Bias and Errors;
 - (b) Amadeus is enabled to detect and mitigate against forms of Bias within the Vendor AI System; and
 - (c) Vendor minimises Errors occurring in the data used by and integrated from the Vendor AI System.
- 6.2. Vendor minimises Errors occurring in the data used by and integrated from the Vendor AI System.
- 6.3. On written request from Amadeus, Vendor shall provide Amadeus with a summary report of each test conducted, containing:
 - (a) such data and trend analysis as Amadeus may reasonably request in order to:
 - i. verify the accuracy of any reports or information delivered; and
 - ii. be able to monitor for Bias or Errors,
 - (b) and any actions taken to address issues identified.

7. Defects

- 7.1. If the Vendor considers or has reason to consider that the Vendor AI System:
 - (a) is malfunctioning or producing Errors or harmful or Biased outputs;
 - (b) behaves in a way that was not intended or predicted, which adversely affects outputs or the Services provided to Amadeus or its Affiliates; or
 - (c) is operating in a way that does not comply with law, including the EU AI Act,

the Vendor will inform Amadeus immediately.

- 7.2. If any of the issues referred to in Clauses (7.1.(a), 7.1.(b) or 7.1.(c) above) are identified by either Amadeus or Vendor in relation to the Vendor AI System then, without prejudice to any of Amadeus' other rights or remedies, Vendor shall at no additional charge, immediately on becoming aware of such issues, make such reasonable adjustments to the Vendor AI System as may be required in order to address such issues, and such reasonable adjustments shall include, at Amadeus' request:

- (a) the implementation of reasonable workarounds or additional safeguards in the operation of the Vendor AI System, including heightened monitoring, implementing technical “safe modes” or rolling back functionality or features from the Vendor AI System;
- (b) immediate suspension of the operation of some or all of the Vendor AI System, to the extent impacted by the issue, until such time as Amadeus is reasonably satisfied that the underlying cause of the issue has been addressed such that it shall not be repeated; and
- (c) providing reasonable assistance, as may be requested by Amadeus, in putting in place any mitigating steps during the suspension of the solution, including providing any reasonably necessary technical assistance or guidance to ensure a successful suspension without causing further harm to users.

7.3. Notwithstanding Clauses 7.2.(a) and 7.2.(b) above, if the Vendor reasonably considers that stopping the Vendor AI System immediately will cause irreversible harm over and above the harm caused by allowing the Vendor AI System to continue operating, the Vendor must immediately contact Amadeus to determine a resolution.

8. Record-keeping

8.1. The Vendor must ensure that it retains detailed records of:

- (a) the AI System used;
- (b) the scope of the AI System’s use in providing the products and Services;
- (c) any data collected, processed and stored by the Vendor AI System; and
- (d) any systems that the Vendor AI System interacts with in connection with providing the products and Services.

The Vendor must promptly provide these records to Amadeus upon request.

8.2. The Vendor shall ensure that the Vendor AI System keeps the automatic recording of events ('logs') while the Vendor AI System is operating.

8.3. The logging capabilities shall conform to best industry practice and, if available, recognized standards or common specifications. These capabilities must enable the recording of events relevant for identification of situations that may (i) result in the Vendor AI System presenting a risk to the health or safety or to the protection of a person’s rights; or (ii) lead to a substantial change to the Vendor AI System.

8.4. The Vendor shall keep the logs automatically generated by the Vendor AI System for the term of the Agreement, to the extent such logs are under its control, and shall provide them to Amadeus upon request.

9. Risk management

- 9.1. In the event the Vendor AI System is a High-Risk AI System, the Vendor shall ensure that prior to making the Vendor AI System available to Amadeus, a risk management system shall be implemented in relation to the Vendor AI System.
- 9.2. The risk management system will at least comprise the following:
 - (a) identification, estimation and evaluation of the known and reasonably foreseeable risks of the use of the AI System that are likely to arise; and
 - (b) adoption of appropriate risk management measures designed to address the risks identified.
- 9.3. Prior to making the Vendor AI System available to Amadeus, the Vendor shall test the Vendor AI System to verify whether the risk management measures referred to in Clause 9.2(b) are effective.
- 9.4. All risks identified, measures taken and tests performed in the context of compliance with this section must be documented by the Vendor.
- 9.5. The risk management system shall consist of a continuous and iterative process run throughout the entire duration of the Agreement. After making the Vendor AI System available, the Vendor must
 - (a) regularly review and update the risk management process, to ensure its continuing effectiveness;
 - (b) keep the documentation described in Clause 9.4 up to date.

10. Conformity Assessment

- 10.1. In the event the Vendor AI System is a High-Risk AI System, the Vendor shall ensure that the Vendor AI System undergoes a conformity assessment procedure as required by the EU AI Act prior to making the Vendor AI System available to Amadeus.
- 10.2. The Vendor shall ensure that the Vendor AI System shall undergo a new conformity assessment procedure whenever the Vendor AI System is Substantially Modified by the Vendor.

11. Compliance with Laws

- 11.1. The Vendor must comply with all applicable laws relating to the development, delivery, installation and integration of the Vendor AI System, including without limitation the EU AI Act.

11.2. Neither Party shall, under any circumstances, use, deploy, or engage in the development of Prohibited AI within the scope of this Agreement, its execution, or in the provision or utilization of the Services.

The Vendor must provide to Amadeus such reasonable information and assistance as Amadeus may request in order to:

- (a) comply with its legal and regulatory obligations in connection with the Vendor AI System;
- (b) prevent, rebut or otherwise investigate any claims made in connection with any decisions made by the Vendor AI System, whether by users, third parties or regulatory authorities.

12. Cooperation with Regulatory Authorities

12.1. The Vendor shall provide all reasonable and necessary cooperation to the regulatory authorities (including other persons appointed by such regulatory authority) in relation to the Vendor AI Solution, including responding to any questions from the regulatory authority which are addressed to the Vendor.

12.2. The Vendor shall promptly notify Amadeus of any such regulatory authority request unless this is prohibited by law.

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