

XML Agreement

This XML Agreement, effective as of _____ is made and entered into by and between the following Parties:

1. BOOKING.COM B.V., a company incorporated under the laws of the Netherlands and having its registered seat at Herengracht 597, 1017 CE, Amsterdam, the Netherlands ("**Booking.com**"), and
2. _____, a company incorporated under the laws of _____ and having its registered seat at _____ (the "**XML Provider**").

WHEREAS, Booking.com operates the System through which participating Accommodations can make their rooms available for reservations, and through which visitors can make such reservations at such Accommodations.

WHEREAS, Booking.com makes Data in relation to reservations available to Accommodations through its extranet facility. Accommodations may choose, in addition to having manual access to the Booking.com extranet, to create an XML Connection to automatically upload availability and rates and retrieve Data to further process the reservations which service is performed by the XML Provider.

WHEREAS, the XML Provider wishes to provide certain Services to an Accommodation, and as part of these Services may create an XML Connection between the System and the XML Provider Server or the XML Providers' system.

WHEREAS in order to allow XML Providers access to the System, create an XML Connection, or to upload or download Data using the System, Booking.com wishes to ensure that the XML Provider adheres to the technical and organizational security measures set out in this Agreement which shall be applicable to the entire IT system of the XML Provider.

NOW THEREFORE, in consideration of the mutual rights and obligations of the Parties set forth below, the Parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement the following words shall, unless the context requires otherwise or unless specified otherwise in this Agreement, have the following meaning:

"**Accommodation(s)**" mean accommodation partners, which have executed an agreement with Booking.com to advertise their rooms for reservations via the Booking.com online reservation services.

"**Agreement**" means this agreement as agreed between the Parties, which consist of this entire agreement, including the considerations and the clauses of this agreement, and the annexes to this agreement.

"**Booking.com IT**" means the System, the Booking.com XML and the Booking.com Server.

"**Booking.com XML**" means the XML connection between the Booking.com (database) and the XML Provider (database).

"**Booking.com Server**" means the Server used, operated, owned and/or controlled by Booking.com.

"**XML Provider Server**" means the Server used, operated, owned and/or controlled by the XML Provider.

"**XML Connection**" means all XML connections, XML feeds, application programming interfaces (APIs) or any other similar applications created, hosted and maintained by the XML Provider.

"**Customer Data**" means all Customer Data, such as name, booker address, email, credit card details and such other (non-) personally identifiable data of individuals who made a reservation through the Booking.com online reservation services.

"**Data**" means all data and information, including without limitation Customer Data, which is transmitted through the Services and retrieved from or provided to the System, Booking.com and/or the Accommodation (including without limitation reservations, rates and availability).

"**Data Incident**" means any discovered or suspected unauthorized access, unauthorized transfer, misuse or unauthorized disclosure of Data.

"**Defect**" means any defectiveness, mistake, problem, malfunction, deficiency, failure, bug, error, virus, disability, defect, breakdown, downtime, hacking activities, (D)DOS (or similar) attacks, Detrimental Materials, interruption or other irregularities which (may) affect the (integration with the) Services, the System, the Booking.com XML, the XML Connection and the Server and/or which causes an incorrect or inadequate functioning or non-functioning of the Services or any deviation from any requirement(s) in relation to the same.

"**IT Requirements**" mean the description of the technical and organizational measures to be maintained by the XML Provider as stated in Annex 1, as may reasonably be amended by Booking.com from time to time.

"**Outage**" means any period of time during which the Services are not available for whatever reason.

"**PCI**" means the payment card industry standard.

"**Server**" means the computer system of, or used, controlled or operated by Booking.com, an Accommodation or the XML Provider (as applicable), including any database servers and web servers.

"**Services**" means the services provided by the XML Provider to or at the request of an Accommodation, which may include providing an XML Connection, property management services, processing of personal data, or channel management services, and for which the XML Provider and the Accommodation have entered or will enter prior to providing the Services into a written agreement.

"**Statement of Compliance**" means a letter from XML Provider to Booking.com, confirming that XML Provider maintains and controls the implementation of the IT Requirements and other IT related requirements, as reasonably may be requested by Booking.com from time to time during the term of this Agreement.

"**System**" means the online reservation system.

2. SCOPE AND PURPOSE OF THIS AGREEMENT

- 2.1 XML Provider acknowledges the confidentiality of the Data and the need to secure the Data by means of state of the art technical and organizational security measures.
- 2.2 Booking.com may, in its sole discretion, grant access to certain parts of Customer Data to XML Provider and make access depending on the review and approval of adequate control documentation by Booking.com as follows:

Access to data	Customer Data	Control documentation
Basic	Reservation details (such as reservation number, check in/check out, room type, costs) and/or name and/or alias email address	Statement of Compliance
Xtended 1 (PII data)	booker address, and/or guest names, and/or telephone number	Assurance report referred to in Clause 3.1.4.2
Xtended 2 (PCI data)	Credit card details	PCI certification referred to in Clause 3.1.4.2

- 2.3 The Parties acknowledge that the XML Provider acts as a data processor on behalf of the Accommodations.
- 2.4 The Parties acknowledge that the XML Connection as part of the Services are made available to Booking.com free of charge.
- 2.5 The Parties furthermore acknowledge that this Agreement is not intended, nor should anything herein or in any of the arrangements contemplated herein, be construed, to create a joint venture or the relationship of partners, partnership or principal and agent between or among the Parties. Unless the Parties agree otherwise in writing, none of them shall (i) enter into any contract or commitment with third parties as agent for or on behalf of the other Party, (ii) describe or present itself as such an agent or in any way hold itself out as being such an agent, or (iii) act on behalf of or represent the other Party in any manner, or for any purpose.

3. XML PROVIDER COVENANTS, OBLIGATIONS AND WARRANTIES

3.1 Covenants and obligations

3.1.2 The XML Provider hereby agrees, covenants and undertakes that it shall for the term of this Agreement:

- i) implement and comply with the IT Requirements as described in Annex 1 to this Agreement.
- (ii) use its best efforts to ensure that the Services are accessible and available 24 hours per day, 7 days per week except for (a) scheduled Outage for maintenance, update or repair, and (b) urgent and material repairs, all in accordance with Clause 4.2;
- (iii) on a 24/7 basis monitor the Services and in the event of a (wholly, partly and/or temporarily) breakdown, downtime, failure or other irregularities, promptly take all such actions as may reasonably be expected from the XML Provider (including notification of Booking.com in accordance with Clause 4.3);
- (iii) forthwith comply with all requests of Booking.com relating to the integration, upgrade, operation, maintenance, interruption and withdrawal of the XML Connection;
- (v) make available to Booking.com, process, transmit and display all Data completely, accurately, correctly, consistently and in sync with retrieved and provided Data (as made available or provided by the Accommodations);
- (vi) promptly disable and disconnect the Services, in whole or in respect of certain Accommodations, (a) in case of a Data Incident and/or (b) upon first request of Booking.com;
- (vii) not without the prior written approval of Booking.com (a) enter into any contract or commitment with an Accommodation as agent for, representative of or on behalf of Booking.com, (b) describe or present itself as such or in any way hold itself out as being such an agent, (c) act on behalf of or represent Booking.com in any manner, or for any purpose, (d) disclose, refer to or use this Agreement and the (business) relationship between Booking.com and the XML Provider, and/or (e) use or promote the Booking.com brand (which includes trade name, trade mark, domain name) when contacting, soliciting or contracting Accommodation;
- (viii) not (a) make any static copy of the Data, and (b) programmatically evaluate and extract information from any part of the Booking.com website (e.g. screen scrape);
- (ix) make the XML Provider's system and Services available to the Accommodations to provide them for the possibility to offer, maintain and provide rate parity, last room availability and auto replenishment;
- (x) comply with and adhere to all other (technical) specifications, requirements, instructions and guidelines as further from time to time issued or provided by Booking.com;
- (xi) ensure that the Servers, XML Connection and database of the XML Provider (including its part of integration with and use of the Booking.com XML and the Services) are free of any Defects.

(xii) In case of a Data Incident in addition to (vi) and in accordance with Clause 3.1.3.1 cooperate with Booking.com and take all measures necessary to immediately end the Data Incident in order to prevent (further) harm to the customers of Booking.com, Booking.com or the Accommodations.

3.1.2 XML Provider shall further apply reasonable efforts to ensure that the XML Connection will not contain any materials which may have a detrimental, deleterious or adverse effect on the Booking.com IT, the Data or any (IT) system of Booking.com, such as "worms", "viruses", "Trojan horses", corrupted files, cracks, bugs, or unauthorized or hidden programs or other materials (collectively "**Detrimental Materials**") that (may) cause damage to the Booking.com IT or render inoperable software, hardware or security measures.

3.1.3 Notification obligations

3.1.3.1 To the extent XML Provider is not bound to confidentiality obligations towards third parties, including Accommodation(s), XML Provider shall immediately notify Booking.com of any Data Incident in accordance with the requirements set forth in Annex 1.

3.1.3.2 If, as a consequence of a Data Incident, a notification of users of Booking.com, government authorities or other parties is required by the XML Provider or the impacted Accommodations in accordance with applicable data breach notification laws or otherwise intended by the XML Provider or Accommodations, XML Provider shall first to the extent permitted by law present any draft notification to Booking.com and coordinate its content with Booking.com. XML Provider acknowledges that Booking.com retains the right to voluntarily inform its users about any Data Incident.

3.1.3.3 XML Provider shall furthermore immediately notify Booking.com of any Defects.

3.1.4 Control obligations

3.1.4.1 For the term of this Agreement, XML Provider shall control, by appropriate means, the implementation, maintenance of and compliance with the IT requirements as described in Annex 1.

3.1.4.2 XML Provider shall provide Booking.com upon request with periodic and occasion-based reports in writing, regarding such controls and confirming compliance with Annex 1. Depending on the level of access as described in Clause 2.2, XML Provider may have to submit a PCI certification as part of the report, a general accepted assurance report (such as SOC1 (e.g. ISAE3402) or SOC2) and/or Statement of Compliance.

3.1.4.3 The XML Provider shall also provide in a duly and timely manner any other information that Booking.com reasonably requests in order to monitor compliance with Annex 1, general accepted (security) standards and PCI.

3.2 Warranties

XML Provider hereby represents and warrants to Booking.com that for the term of this Agreement:

- (i) it has, and shall retain relevant staff with the appropriate and up-to-date level of expertise and experience to enable and provide the Services;
- (ii) the Services will be supplied and supported by appropriately qualified and trained personnel acting with due skill, care and diligence;
- (iii) it holds and has complied with all permits, licenses and other governmental authorizations necessary for conducting, carrying out and continuing its operations and business and it owns, controls or has obtained any and all necessary rights, licenses, permits and clearances for all the rights, title and interest in and to Services;
- (iv) the Services shall be rendered, performed, executed, maintained, offered and operated (x) in compliance with all applicable laws, rules and regulations and with the highest industry standards and (ethical) codes of practice, (y) with reasonable skill and care and with promptness and diligence, and (z) executed in a good, professional and workmanlike manner;
- (v) the Services do not infringe in any manner any copyright, patent, trademark, trade secret or other (intellectual property) right of any third party and does not result in any harm, injury or damage to a third party or any additional payment obligation not contemplated herein.

4. TECHNICAL INTEGRATION, CHANGES AND OUTAGES

4.1 Integration, changes and restrictions

4.1.1 Booking.com shall provide the XML Provider with all relevant technical information necessary to enable the XML Provider to customize and integrate the XML Connection into its existing services.

4.1.2 Booking.com shall provide the XML Provider with 20 business days prior written notice of any material change to or requested which may affect the maintenance and integration of the XML Connection or the Services. With regards to required hardware / system resources, the XML Provider will ensure sufficient level of system and hardware resources to be able to provide the XML Connection as described in this Agreement.

4.1.3 Upon request of Booking.com, the XML Provider shall cooperate with and assist Booking.com and implement and make such changes as may be required by Booking.com in order to optimize the integration and the connection with the Booking.com XML and the Booking.com Server and improve the Services.

4.1.4 Booking.com may block or limit service requests from the XML Provider or terminate the connection with the XML Provider (i) in the event that the XML Provider's system imposes an unreasonable capacity burden on the Booking.com Servers, or (ii) in the event of a material, detrimental or adverse event, change, matter, circumstance or situation that may affect the XML Connection, the Booking.com IT or the Data, including any discovered or suspected Data Incident or Defect. Booking.com reserves the right to charge the XML Provider reasonable costs of increasing capacity in order to meet higher request levels from the XML Provider.

4.1.5 The XML Provider will use commercially reasonable efforts not to (try to) initiate any connection or contact to the Booking.com Servers for the purpose of rendering the Services if the following conditions are met or fulfilled:

- IT-related errors were observed in the last 10 minutes (i.e. secured communications channel is not available, the response time is over 1 sec);
- communication does not comply with the general parameters of the IT communication matching industry standards.

4.1.6 Booking.com will provide the XML Provider with a user ID and initial password, which allows the XML Provider to connect to the Booking.com Servers. The XML Provider shall safeguard, protect and keep the user ID and chosen password strictly confidential and safely stored and not disclose it to any person other than the one who needs to have access to the Booking.com Server. The XML Provider shall immediately notify Booking.com of any (suspected) security breach or improper use.

4.2 Planned Outages for maintenance, update and repair

4.2.1 Unless agreed otherwise by Booking.com in writing, the XML Provider shall use its best efforts to procure and undertake that Outages for planned maintenance, update and repair shall not exceed the following limits:

- (i) no more than 8 hours planned Outages in total per calendar month;
- (ii) no single maintenance, update or repair Outage to last for more than 2 hours with a time slot of at 4 hours between each single Outage;
- (iii) planned maintenance, update and repairs will be conducted between Friday 1900h and Monday 2359h local time of location of registered seat of XML Provider,

unless Parties have agreed otherwise.

4.2.2 Except in the case of an emergency, the XML Provider shall provide Booking.com with at least 5 business days advance notice of any planned Outage for maintenance, update or repair.

4.2.3 The XML Provider shall use reasonable efforts to ensure that the software or the Services will be available for at least 99% of the time during each month.

4.3 Unplanned Outage

4.3.1 In the event of any unplanned Outage or any downtime, interruption, breakdown or unavailability (for whatever reason) of the XML Connection, the XML Provider Server and/or the XML Connection, the XML Provider shall immediately after becoming aware notify Booking.com of such situation, event or matter (and inform (and keep informed) Booking.com of all such relevant information as requested by or as may be relevant for Booking.com).

4.4 Test runs and certification

- 4.4.1 No test runs will be conducted or performed by a Party (in respect of the Services or otherwise) without the prior written approval of the other Party.
- 4.4.2 The Services will not be set live without the prior written consent of Booking.com.
- 4.4.3 Unless wholly or partly waived by Booking.com in writing, Parties agree that Booking.com shall test, verify and certify the uninterrupted and smooth integration, operation, availability, capacity, process, use and such other elements and certification criteria (as determined by Booking.com) of the Services, the XML Provider Server and the XML Connection:
 - (a) prior to the release and use of the Services;
 - (b) after any correction, alteration, modification, improvement, update, upgrade or other adjustments of the Services, the XML Connection and/or the XML Provider Server, and
 - (c) after any Outage, Data Incident, Defect or any downtime, interruption, breakdown or unavailability (for whatever reason) of the Services, the XML Connection and/or the XML Provider Server.
- 4.4.4 The XML Provider shall fully cooperate and provide Booking.com (if reasonably required) with all such information, data, co-operation, assistance and access to systems, servers, books and records of account, documents, files and papers and information stored electronically as Booking.com may reasonably request for the purpose of completing the tests and certification in a duly and timely manner. Any information or documentation disclosed under or pursuant to this Clause 4.4.4 shall be regarded as Confidential Information.
- 4.4.5 For the avoidance of doubt, any successful test run, certification or other consent (tacitly or explicitly) given by Booking.com or acceptance of the XML Provider as the party rendering the XML Connection shall not constitute, imply or be regarded as (a) any endorsement, approval or acceptance of (the level or quality of) the Services, the Connection and/or XML Provider Server, (b) any waiver by Booking.com of right of Booking.com under this Agreement, (c) any waiver of or release by Booking.com of any obligation, covenant, warranty, guarantee, undertaking or liability of or action required by the XML Provider under or pursuant to this Agreement, or (d) any comfort, guarantee or warranty, whether express or implied, of the absence of any (threatening or potential) Defect or Outage.

5. **MEETINGS AND AUDIT RIGHT**

5.1 Meetings

- 5.1.1 Upon first request of Booking.com, Parties shall in good faith meet (in person at a mutually agreed location or by telephone) to discuss the performance under this Agreement and such other topics as raised by a Party.
- 5.1.2 All meetings will be held as soon as practically possible, but in any event within 5 business days after notification (unless time is of the essence in which case a shorter notice period may apply).

5.2 Audit right

- 5.2.1 Booking.com shall be entitled to (instruct a third party to) audit compliance of the XML Provider with this Agreement.
- 5.2.2 In addition, if Booking.com in good faith has reason to believe that the XML Provider has breached its covenants, warranties, undertakings or obligations under this Agreement, Booking.com (or a third party on its behalf) may audit such records, systems, databases, security measures and books (of account) of XML Provider (including the XML Provider's Server) for the purpose of verification, review and investigation of the breach (the "**Audit**") in accordance with the following:
 - (a) the Audit shall be conducted at the premises of the XML Provider and will be conducted on business days during regular business hours;
 - (b) The XML Provider shall provide Booking.com with all such information, data, cooperation, assistance and access to systems, servers, books and records of accounts, documents, files and papers and information stored electronically as Booking.com may reasonably request for the purpose of completing the Audit in duly and timely matter;
 - (c) Booking.com will use its best efforts cooperate with the XML Provider in good faith to avoid and limit any disruption caused by such audits to the XML Provider's business and operations, and

- (d) Any information disclosed, made available or provided access to under or pursuant to an Audit shall be regarded as Confidential Information of the XML Provider.

6. INDEMNIFICATION AND DISCLAIMER

6.1 Indemnification

6.1.1 The XML Provider shall be liable towards, and agrees to fully indemnify, compensate and hold harmless, and keep indemnified and harmless, Booking.com against all direct and indirect damages, losses, costs, demands, charges, actions, expenses, obligations, claims of any kind, interest, penalties, legal proceedings and any other liabilities of whatsoever nature suffered, paid or incurred by Booking.com (including all reasonable lawyer(s) or attorney(s) fees and expenses paid or incurred by Booking.com) arising out or in connection with:

- (i) any breach by the XML Provider of its obligations under this Agreement; or
- (ii) any discovered or suspected Data Incident, which is attributable to the XML Provider; or
- (iii) any interruption to or unavailability or breakdown of (a) the Booking.com Servers, or (b) the provision of the services of Booking.com (directly or indirectly) to the Accommodations, affiliate (distribution) partners or consumers which is caused by or attributable to the XML Partner due to its fault or negligence, or incorrect integration or (subsequent) operation(s), or a breach of this Agreement.

6.2 Disclaimer

6.2.1 Save as set out otherwise in this Agreement, neither Party makes or gives any representation, warranty, guarantee or any other form of comfort, express, implied or statutory, in connection with the subject matter of this Agreement and hereby disclaims any and all implied warranties, including all implied warranties of merchantability, title, non-infringement or fitness for a particular purpose regarding such subject matter.

6.2.2 No representation or other affirmation of fact is made by Booking.com regarding the Booking.com IT, including, without limitation, statements regarding capacity (restrictions), security, compliancy, up-time, down-time, satisfactory quality, suitability for use, or performance of the services shall be deemed a warranty for any purpose or give rise to any liability of Booking.com whatsoever or howsoever. Booking.com provides access to and operates the System, the Booking.com Server and the Booking.com XML on an "as is" and "as available" basis.

6.2.3 Booking.com does not warrant or guarantee that the access to or use of the Booking.com IT will be uninterrupted or error free. Booking.com does not warrant the accuracy, reliability, completeness or timeliness of the Booking.com IT and the Data.

6.2.4 To the extent permitted by law, Booking.com shall not be liable and hereby disclaims and excludes all liability (for any type of damages, losses (including direct, indirect, consequential, punitive, exemplary, special or other damages or losses or loss of production, loss of profit, loss of revenue, loss of contract, loss of data, loss of or damage to goodwill or reputation, loss of claim, wasted expenditure and business interruption), costs, indemnifications, expenses, claims, liabilities, penalties) towards and/or in respect of the XML Provider which is related to any (inadequate) performance or (temporary and/or partial) unavailability, breakdown, interruption, or downtime (for maintenance, updates or otherwise) of the Data and the Booking.com IT or any other error, omission, defect, malfunction or other problem in respect of the Data and the Booking.com IT.

7. TERM AND TERMINATION

7.1 Term, termination and suspension

7.1.1 Unless agreed otherwise, this Agreement shall commence on the date hereof for indefinite period of time.

7.1.2 Each Party may terminate this Agreement with immediate effect at any time and for any reason, by written notice to the other Party.

7.2 Survival

7.2.1 Upon termination, this Agreement shall absolutely and entirely terminate and cease to have effect. Clause 2.1, 8 and 9 (and such other clauses that by nature) shall survive termination.

7.3 Change of control

7.3.1 In the event of a (direct or indirect) (contemplated) change of control in respect of the XML Provider, the XML Provider shall promptly notify Booking.com of such (contemplated) event or action.

7.4 Effect of termination and wind down period

7.4.1 In the event of termination or expiration of this Agreement, the XML Provider shall immediately (unless requested otherwise by Booking.com) disable the XML Connection with Booking.com.

7.5 Wind down period

7.5.1 In the event of (contemplated) termination of the Agreement, the XML Provider shall comply with all reasonable requests made by Booking.com for a reasonable wind down period after the termination date (for such time as reasonably requested by Booking.com) in order for Booking.com and the relevant Accommodations to ensure a smooth and uninterrupted termination, set over, transfer and continuation of the Services by the XML Provider to its substitute party or successor during the winding down period and thereafter.

7.5.2 Until the end of the wind down period, the XML Provider shall provide such support and guidance to Booking.com, the Accommodation(s) or the XML Provider 'successor as Booking.com or the Accommodation(s) may reasonably request or which is required in order to ensure a smooth and –insofar reasonably possible– uninterrupted transfer of the Services after termination and the wind down period.

8. **CONFIDENTIALITY**

8.1 Confidential Information

Parties understand and agree that in the performance of this Agreement, each Party may have access to or may be exposed to, directly or indirectly, confidential information of the other party (the "**Confidential Information**"). Confidential Information includes the Data, transaction volume, marketing and business plans, business, financial, technical and operational information, usage statistics, ranking data, information in respect of rate, product and availability parity, pricing policies, conversion data and volume of click-throughs, and other related statistics, any software or information regarding software provided or used by Booking.com in connection with this Agreement, the content and terms of this Agreement and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.

8.2 Protect and safeguard Confidential Information

Each Party agrees that: (a) all Confidential Information shall remain the exclusive property of the disclosing party and receiving party shall not use any Confidential Information for any purpose except in furtherance of this Agreement, (b) it shall maintain, and shall use prudent methods to cause its employees, officers, representatives, contracting parties and agents (the "**Permitted Persons**") to maintain, the confidentiality and secrecy of the Confidential Information, (c) it shall disclose Confidential Information only to those Permitted Persons and who need to know such information in furtherance of this Agreement, (d) it shall not, and shall use prudent methods to ensure that Permitted Persons do not, copy, publish, transmit, reproduce, divulge, disclose, use or store in an unprotected retrieval system or data base (other than pursuant to the terms hereof) the Confidential Information, and (e) it shall return or destroy all ((hard and soft) copies of) Confidential Information upon written request of the other Party.

8.3 Permitted disclosure

Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it (i) is or becomes part of the public domain through no act or omission on the part of the receiving party, (ii) was possessed by the receiving party prior to the date of this Agreement, (iii) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, or (iv) is required to be disclosed pursuant to law, court order, subpoena or governmental authority.

9. **MISCELLANEOUS**

9.1 Assignment

Neither party shall be entitled to assign, transfer or encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other party.

9.2 Entire Agreement

This Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, ((non) binding) offers, undertakings or statements regarding such subject matter.

9.3 Third party beneficiary

This Agreement is concluded for the benefit of the Parties and their respective successors and permitted assigns, and nothing herein is intended to or shall implicitly confer upon any other party any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement.

9.4 Counterparts

This Agreement may be executed on faxed or scanned copies and entered into by a Party by way of executing a separate counterpart, but it shall not be effective until each Party has executed at least one counterpart. Each counterpart, when executed, shall constitute an original, and all the counterparts shall together constitute one and the same instrument.

9.5 Costs

Each Party shall bear its own costs, charges and expenses costs in connection with the entering into, execution, implementation of and performance under this Agreement.

9.6 Burden of proof

To the extent allowed under applicable law, Parties agree and acknowledge that in the event of an (alleged or threatening) infringement or breach by the XML Provider of its obligations under this Agreement, the burden of proof is carried by the XML Provider. In other words, Booking.com carries the benefit of assumption and the XML Provider needs to provide and deliver sufficient and satisfactorily evidence (i.e. conclusive and irrefutable) in order to defend or reject a claim.

9.7 Governing law and jurisdiction

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any disputes arising out or in connection with this Agreement shall exclusively be submitted to and dealt with by the competent courts in Amsterdam, the Netherlands.

IN WITNESS WHEREOF, the Parties' authorized signatories have duly executed this Agreement.

Booking.com B.V.

By: _____

Its: director

Date signed:

By: _____

Its: _____

Date signed: _____

Annex 1 IT Requirements

Description of the technical and organisational security measures (control objectives) to be implemented by XML Provider prior to commencement of Services:

This Annex describes the technical and organizational security measures which form the control objectives that the XML Provider (in this Annex referred to as 'PROVIDER') shall, as a minimum, maintain to protect the security and availability of any Data created, collected, received or otherwise obtained to provide Service to Booking.com. The technical and organizational security measures must at all times be state of the art and provide for the highest level of security. PROVIDER will keep documentation of compliance with these control objectives to facilitate audits and reporting requirements and for the conservation of evidence.

In particular, these technical and organizational measures shall control (a) access to the premises where Data are Processed (physical access control), (b) access to the IT systems via which Data are Processed (system access control), (c) access to the Data themselves (data access control); (d) the disclosure of the Data to other parties (data transfer control); (e) when and how the Data are entered or modified (entry control); (f) how subcontractors process Data (control of instructions); (g) the availability of the Data (availability control); and (h) the separate processing of the Data from other data, including other personal data (separation control).

Nr.	IT Control Objectives
GOVERNANCE	
A.1 - Management is adequately managing IT risks and IT compliance	
A.1.1	Management of PROVIDER regularly (at least annually) evaluates IT risks related to SERVICE, and sets controls to reduce risks to a commercially appropriate level
A.1.2	Management of PROVIDER regularly receives adequate dashboard information and, if needed, detailed information, with regard to IT risks and IT compliance, and evaluates business risks, and steers based on developing IT risks and IT compliance, related to SERVICE
A.1.3	Periodically, PROVIDER has an audit be performed with regard to managing its IT risks concerning the Data processed as part of the SERVICES, and systems and processes that are applied for the SERVICES towards Booking.com. Depending on the level of access as described in Clause 2.2 of the Agreement, Provider may have to submit a PCI certification as part of the report, a general accepted assurance report (such as SOC1 (e.g. ISAE3402) or SOC2) and/or Statement of Compliance.
A.1.4	Disclosure of any Data of Booking.com to other parties is not allowed, unless after explicit authorisation of Booking.com.
A.1.5	In case of outsourcing by PROVIDER to a subcontractor, such party shall explicitly comply with all clauses in this Annex, and shall be approved by Booking.com in advance.
IT MANAGEMENT PROCESSES	
B.1 – Access to Programs and Data	
B.1.1 – Security policy	
B.1.1.1	Information security policies, procedures, security baselines and guidelines are defined, periodically updated and reviewed, approved by management of PROVIDER, and communicated within the organisation of PROVIDER (e.g. via training), ensuring the management to meet business objectives regarding reliability and business continuity.
B.1.2 - Logical Access Control	
B.1.2.1	User and admin accounts are created, altered and deleted in a structured manner by PROVIDER, ensuring that all users (internal, external and temporary) and their activity on IT systems are uniquely identifiable, and that accounts are only active if a user is allowed access.
B.1.2.2	Access rights are requested, applied, and changed in a structured manner by PROVIDER, ensuring that only authorised access is active.

Nr.	IT Control Objectives
B.1.2.3	Review of accounts, roles and access rights for all relevant assets (Data, systems, administrative access, etc.) by management is documented and periodically applied by PROVIDER, ensuring correctness of implemented accounts, roles, and access rights in accordance with business needs.
B.1.3 - Physical security	
B.1.3.1	Physical security measures are documented and applied by PROVIDER in line with business needs, ensuring that segregation of duties is being maintained, such as zoning, alarming, access batches and cards.
B.1.3.2	A procedure is documented and applied by PROVIDER, to grant, change and revoke access to IT-critical areas (e.g. premises, buildings and rooms) according to least privilege needs, and based on job duties, including emergency access. Access to premises, buildings and areas should be justified, authorised, logged and monitored. This applies to all persons entering the premises, including staff, temporary staff, individual contractors, clients, vendors, visitors or any other third party.
B.1.3.3	The authorisation matrix is periodically reviewed by PROVIDER against the actual status and events (actual access), ensuring that users and authorisations that are not to be present are timely noticed.
B.1.3.4	PROVIDER has environmental controls (physical measures such as walls and doors, air conditioning, fire mitigation measures etc.) in place, ensuring that security and availability are ensured.
P.2 - Change management	
B.2.1	A procedure is documented and applied by PROVIDER to manage changes to the production environment for all assets, ensuring that only authorised changes are being made, including proper testing, approval.
B.2.2	A procedure for emergency changes (i.e. fast changes or changes directly in production) is documented and applied by PROVIDER, with minimised impact on other systems and/or applications. Emergency changes are judged and tested after implementation, ensuring that only authorised changes are being made in the acceptance and production environment.
P.3 - Program development	
B.3.1	PROVIDER has and applies a documented system development methodology, for in-house development, acquisition and major changes, ensuring that confidentiality, integrity and availability aspects are embedded into systems (applications and IT).
P.4 - Operations	
B.4.1 – Operations Management	
B.4.1.1	A procedure is documented and applied by PROVIDER for computer operations including job scheduling and monitoring, as well as responding to availability and processing integrity events, ensuring secure and stable operations.
B.4.2 – Backup & recovery	
B.4.2.1	Backup schedule and retention requirements (onsite and offsite) are documented and applied by PROVIDER, in line with the agreed (in SLA or contract) risk of Data loss and based on the criticality of systems, as well as the costs of manual recovery, and are formally defined and implemented for all in-scope systems, including backup procedures are being checked on correct completion.
B.4.2.2	Periodic testing of the restore procedures is documented and applied by PROVIDER, ensuring that recovery of Data and systems is feasible in accordance with the agreed service levels.
B.4.3 – Incident Management	
B.4.3.1	An incident management process is documented and applied by PROVIDER; all incidents are to be recorded, analysed, categorised, and prioritised, ensuring that high impact incidents are resolved first. All incidents are tracked and periodically reviewed until resolution in a timely manner.
B.4.4	Data breach Management

Nr.	IT Control Objectives
B.4.4.1	<p>A data (security) breach management process is documented and applied by PROVIDER; all data breaches and data security breaches are to be recorded, analysed, categorised, and prioritized. PROVIDER shall ensure that all reasonable actions are taken as soon as reasonably possible to (i) terminate the breach, (ii) implement necessary security measures to prevent ongoing or new data breaches, and (iii) mitigate damages and loss of Data. In accordance with the Agreement, PROVIDER shall immediately notify Booking.com of all data (security) breaches and provide all information and assistance Booking.com needs to investigate the breach. Considering the nature of threats, PROVIDER shall make available to Booking.com at a minimum:</p> <ul style="list-style-type: none"> • a detailed description of the attack vector as applied by criminals, incl. date and time; • measures taken to terminate the breach; • Data that may have been compromised, e.g. reservation IDs; and • IP addresses used to access Data. <p>PROVIDER shall immediately improve its security, and/or inform relevant stakeholders to change passwords in case of compromised data.</p>
APPLICATIONS	
C.1 - Segregation of duties in applications	
C.1.1	PROVIDER has implemented accounts and privileges to ensure that business and system data can only be read, changed, and deleted by authorised users.
C.2 - Monitoring and reporting in applications	
C.2.1	Correctness and completeness of transactions can be monitored by PROVIDER. Changes in permanent data are recorded and reported.
C.3 - Data, which is personal data, is in addition protected in accordance with the following privacy-specific controls	
C.3.1	PROVIDER ensures that logical access measures are implemented to prevent its data processing systems from being used by unauthorized persons.
C.3.2	PROVIDER ensures that the persons entitled to use its data processing system are only able to access the Data within the scope and to the extent covered by its access permission (authorization) and that personal Data cannot be read, copied or modified or removed without authorization.
C.3.3	PROVIDER implements logical access measures to prevent the personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media.
C.3.4	PROVIDER implements logging and monitoring measures to ensure that it is possible to check and establish whether and by whom personal Data have been input into data processing systems or removed.
C.3.5	PROVIDER ensures that personal Data may only be processed in accordance with written instructions issued by the data controller.
C.3.6	PROVIDER implements logical access as well as availability measures to ensure that personal Data are protected from accidental destruction or loss.
C.3.7	PROVIDER implements measures concerning labeling of data to ensure that data collected for different purposes can be processed separately.
IT INFRASTRUCTURE	
D.1 - Secure and stable IT infrastructure	
D.1.1	PROVIDER has a state of the art IT infrastructure in place to control data flow from and to network segments, based on security techniques and related security management procedures (e.g. firewalls, security appliances, network access control, network segmentation and for example intrusion detection), ensuring that secure paths exist from subjects (end-users, administrators, programs) to objects (data). Redundancy and fall-back are in place for key IT components, ensuring secure and stable IT services.

Nr.	IT Control Objectives
D.1.2	<p>Security baselines are documented and applied by PROVIDER, ensuring the use of security settings (including password policy) in IT assets to limit the risk of unauthorised access, and/or misuse of the system.</p> <p>Compliance checking of security settings in the assets is documented and periodically applied by PROVIDER.</p> <p>Accepted deviations to the baselines are documented and approved by business owners of PROVIDER, non-accepted deviations are also documented, including priority and deadline to improve.</p>
D.1.3	<p>PROVIDER's IT is protected against vulnerabilities:</p> <ul style="list-style-type: none"> • Available patches and/or security fixes are installed in compliance with the set policies (including the Operating Systems, databases and installed applications) • Old versions of software, or non-supported software, are not being used • Anti-virus programs are being applied, kept up to date and monitored for detection
D.1.4	<p>PROVIDER's logging requirements are defined based on monitoring and reporting needs, and implemented on the systems, databases and network components. PROVIDER regularly reviews logs for indications of inappropriate or unusual activities, and adequate follow-up actions are defined. PROVIDER's log retention and access rights are in line with business requirements.</p>
D.1.5	<p>Used certificates and keys are registered and secrets are protected, aging of certificates is being monitored, and for critical certificates fall-back is ensured by PROVIDER.</p>
D.1.6	<p>Data transfer using removable devices (e.g. USB sticks), email, public shares and other media is restricted by PROVIDER, ensuring that segregation of duties is being maintained.</p>